

## Table of Contents

Agenda . . . . .	2
Approval of the June 13, 2023, City Commission Meeting minutes.	
06-13-2023 Minutes. . . . .	3
Approval of the Third Amendment to the Antenna Collocation Lease Agreement between the City of Pittsburg and Sprint Spectrum Realty Company, LLC for space on the tower at 420 East 22nd Street, and authorize the Mayor to sign the Agreement on behalf of the City.	
T-Mobile Central Agreement . . . . .	6
Approval of the Appropriation Ordinance for the period ending June 27, 2023, subject to the release of HUD expenditures when funds are received.	
June 27, 2023 Appropriation Ordinance Detail . . . . .	9
AIRPORT AVGAS REFUELER PURCHASE - Consider staff request to waive the City's formal bid process and purchase a refueler for use at the Atkinson Municipal Airport to Garsite Aviation Refueling Equipment, of Kansas City, Kansas, in the amount of \$178,000.	
Airport Refueler Purchase. . . . .	28
ORDINANCE NO. G-1349 - Consider approval of Ordinance No. G-1349, creating Article VII, Sections 62-166 through 62-171, in Chapter 62 of the Pittsburg City Code for the purpose of creating a Neighborhood Advisory Council, and determining the membership, duties and functions of said Neighborhood Advisory Council, also referred to as the NAC.	
Ordinance No. G-1349 - Memo . . . . .	38
Ordinance No. G-1349 . . . . .	39
Neighborhood Map . . . . .	42

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, June 27, 2023**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

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

**CONSENT AGENDA (ROLL CALL VOTE):**

- a. Approval of the June 13, 2023, City Commission Meeting minutes.
- b. Approval of the Third Amendment to the Antenna Collocation Lease Agreement between the City of Pittsburg and Sprint Spectrum Realty Company, LLC for space on the tower at 420 East 22nd Street, and authorize the Mayor to sign the Agreement on behalf of the City.
- c. Approval of the Appropriation Ordinance for the period ending June 27, 2023, subject to the release of HUD expenditures when funds are received.

**CONSIDER THE FOLLOWING:**

- a. AIRPORT AVGAS REFUELER PURCHASE - Consider staff request to waive the City's formal bid process and purchase a refueler for use at the Atkinson Municipal Airport to Garsite Aviation Refueling Equipment, of Kansas City, Kansas, in the amount of \$178,000. **Approve or disapprove request and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**
- b. ORDINANCE NO. G-1349 - Consider approval of Ordinance No. G-1349, creating Article VII, Sections 62-166 through 62-171, in Chapter 62 of the Pittsburg City Code for the purpose of creating a Neighborhood Advisory Council, and determining the membership, duties and functions of said Neighborhood Advisory Council, also referred to as the NAC. **Approve or disapprove of Ordinance No. G-1349 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

**NON-AGENDA REPORTS & REQUESTS:**

**THE MAYOR'S MOMENT:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
June 13, 2023

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, June 13, 2023, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Ron Seglie presiding and the following members present: Cheryl Brooks, Stu Hite, Dawn McNay and Chuck Munsell.

Mayor Seglie led the flag salute.

Chaplain Pete Mayo, on behalf of Ascension Via Christi Health, provided an invocation.

PUBLIC INPUT –

69 BYPASS ALIGNMENT –

The following individuals encouraged the Governing Body to rescind the Resolution favoring the western alignment of the 69 Bypass and adopt a Resolution in favor of enhancing the current center alignment of Highway 69:

Jenna Vitt, 421 South 190<sup>th</sup> Street, Pittsburg, Kansas

Dan Muter, 369 South 200<sup>th</sup> Street, Pittsburg, Kansas

Jerry Lomshek, 304 South Chicopee Road, Chicopee, Kansas

Bert Patrick, 202 Webster, Pittsburg, Kansas

Skip Urich, 202 South College, Pittsburg, Kansas

Carol Hammerbacher, 405 West Euclid, Pittsburg, Kansas, stated that she appreciated the Governing Body's consideration of the 69 Bypass Project.

APPROVAL OF MINUTES – On motion of Hite, seconded by Brooks, the Governing Body approved the May 23, 2023, City Commission Meeting minutes as presented. Motion carried.

FIREWORKS DISPLAY – On motion of Hite, seconded by Brooks, the Governing Body approved staff recommendation to utilize City funds in the amount of \$27,500 for the annual 4th of July fireworks show to be provided by J and M Displays, Inc. Motion carried.

APPROPRIATION ORDINANCE – On motion of Hite, seconded by Brooks, the Governing Body approved the Appropriation Ordinance for the period ending June 13, 2023, subject to the release of HUD expenditures when funds are received. Motion carried with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell and Seglie.

2022 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) - Stacey Hammond of BT&Co. P.A., the City's auditing firm, reviewed the City's 2022 audit and Annual Comprehensive Financial Report (ACFR).

RESOLUTION NO. 1269 – On motion of Hite, seconded by McNay, the Governing Body approved Resolution No. 1269, determining the advisability of issuing Taxable Industrial Revenue Bonds for the purpose of financing the construction of additions to a commercial facility located in the City; and authorizing execution of related documents. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
June 13, 2023

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A & R RENTALS – On motion of Munsell, seconded by Brooks, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to reimburse Alicia and Rusty Olson, owners of A & R Rentals, for infrastructure improvements to the property located at 610 North Broadway in an amount equal to 10% of the total project cost, with the City's portion not to exceed \$16,950. Motion carried.

LEAFY GREEN FARMS – On motion of McNay, seconded by Munsell, the Governing Body tabled consideration of the recommendation of the Economic Development Advisory Committee (EDAC) to reimburse Leafy Green Farms for infrastructure improvements to the property located at 3402 Airport Circle, Suite "B", in an amount equal to 10% of the total project cost, with the City's portion not to exceed \$22,057. Motion carried.

POINT FORWARD – On motion of Hite, seconded by McNay, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to support the Point Forward/Washington School childcare facility project infrastructure, located at 205 South Locust, in an amount equal to 10% of the total project cost, with the City's portion not to exceed \$507,000. Motion carried.

PITTSBURG STATE UNIVERSITY KELCE COLLEGE OF BUSINESS ECONOMIC RESEARCH PROPOSAL – On motion of Munsell, seconded by Brooks, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to support the Pittsburg State University Kelce College of Business Economic Research Proposal at an investment level of \$32,500 to fund the project for one year. Motion carried with Hite abstaining due to his employment with Pittsburg State University.

#### NON-AGENDA REPORTS AND REQUESTS:

69 BYPASS PROJECT – Mayor Seglie thanked the citizens that provided Public Input regarding the 69 Bypass Project. He suggested the Governing Body revisit the issue at a future City Commission meeting.

69 BYPASS PROJECT - Munsell moved to rescind the 2001 Resolution that supported the western route of the 69 Bypass, Brooks seconded the motion. Motion failed with Brooks and Munsell voting in favor of the motion, and Hite, McNay and Seglie voting in opposition.

THE MAYOR'S MOMENT – Mayor Seglie requested that Neighborhood Action Committees be formed to assist in cleaning up the City. Mayor Seglie encouraged citizens to visit the Abbey at the Mt. Olive Cemetery to view the improvements.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
June 13, 2023

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ADJOURNMENT: On motion of McNay, seconded by Munsell, the Governing Body adjourned the meeting at 6:51 p.m. Motion carried.

\_\_\_\_\_  
Ron Seglie, M.D., Mayor

ATTEST:

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

### **THIRD AMENDMENT TO ANTENNA COLLOCATION LEASE AGREEMENT**

This Third Amendment to Antenna Collocation Lease Agreement (the "**Third Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between the City of Pittsburg, Kansas, a municipal corporation ("**Lessor**"), and T-Mobile Central LLC, a Delaware limited liability company ("**Lessee**") (each a "**Party**", or collectively, the "**Parties**").

Lessor and Lessee (or their predecessors-in-interest) entered into that certain Antenna Collocation Lease Agreement dated February 12, 2002, including that certain Amendment No. 1 to Antenna Collocation Lease Agreement dated November 28, 2017, including that certain Second Amendment to Antenna Collocation Lease Agreement dated November 8, 2022 (including all amendments, collectively, the "**Agreement**") regarding the leased premises ("**Premises**") located at 420 East 22<sup>nd</sup> Street, Pittsburg, Kansas 66762 (the "**Property**").

For good and valuable consideration, Lessor and Lessee agree as follows:

1. At the expiration of the Agreement, the term of the Agreement will automatically be extended for two (2) additional and successive five (5) year terms, each included as Additional Renewal Term provided that Lessee may elect not to renew by providing Lessor at least thirty (30) days' notice prior to the expiration of the then current Additional Renewal Term.
2. At the commencement of the first Additional Renewal Term provided for in this Third Amendment, Lessee shall pay Lessor Fourteen Thousand and 00/100 Dollars (\$14,000.00) per year as Annual Rent, partial calendar year to be prorated in advance, by the fifth (5<sup>th</sup>) day of each calendar year. Thereafter, notwithstanding anything to the contrary in the Agreement, the Annual Rent will escalate by 12% on the first day of each Additional Renewal Term. Where duplicate Annual Rent would occur, a credit shall be taken by Lessee for any prepayment of duplicate Annual Rent by Lessee.
3. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Lessee:

Sprint Property Services  
Sprint Site ID: KC04RW800  
Mailstop KSOPHD0101-Z2650  
6220 Sprint Parkway  
Overland Park, Kansas 66251-2650

If to Lessor:

City of Pittsburg, Kansas  
PO Box 688  
Pittsburg, Kansas 66762  
Attn: City Manager

With a copy to:

Sprint Law Department  
Sprint Site ID: KC04RW800  
Attn.: Real Estate Attorney  
Mailstop KSOPHD0101-Z2020  
6220 Sprint Parkway  
Overland Park, Kansas 66251-2020

With a copy to:

City of Pittsburg, Kansas  
PO Box 688  
Pittsburg, Kansas 66762  
Attn: City Clerk

4. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration with the exception of permitting fees where applicable.
5. Any charges payable under the Agreement other than Annual Rent shall be billed by Lessor to Lessee within twelve (12) months from the date in which the charges were incurred or due; otherwise, the same shall be deemed time-barred and be forever waived and released by Lessor.
6. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this Third Amendment conflicts with the terms of the Agreement, the terms and provisions of this Third Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.
7. This Third Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Third Amendment will legally bind the Parties to the same extent as originals.
8. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Third Amendment. Lessor represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of Third Amendment. If Lessor is represented by any property manager, broker or any other

leasing agent ("Agent"), then (a) Lessor is solely is responsible for all commission, fees or other payment to Agent and (b) Lessor shall not impose any fees on Lessee to compensate or reimburse Lessor for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this Third Amendment or any future amendment.

9. This Third Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Third Amendment as of the Effective Date.

**Lessor:**

**City of Pittsburg, Kansas, a municipal corporation**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Lessee:**

**T-Mobile Central LLC, a Delaware limited liability company**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	6/08/2023			193476		
C-CHECK	VOID CHECK	V	6/08/2023			193477		
C-CHECK	VOID CHECK	V	6/08/2023			193478		
C-CHECK	VOID CHECK	V	6/08/2023			193479		
C-CHECK	VOID CHECK	V	6/08/2023			193480		
C-CHECK	VOID CHECK	V	6/08/2023			193481		
C-CHECK	VOID CHECK	V	6/08/2023			193482		
C-CHECK	VOID CHECK	V	6/08/2023			193483		
C-CHECK	VOID CHECK	V	6/08/2023			193484		
C-CHECK	VOID CHECK	V	6/08/2023			193485		
C-CHECK	VOID CHECK	V	6/08/2023			193486		
C-CHECK	VOID CHECK	V	6/08/2023			193487		
C-CHECK	VOID CHECK	V	6/08/2023			193488		
C-CHECK	VOID CHECK	V	6/08/2023			193489		
C-CHECK	VOID CHECK	V	6/08/2023			193490		
C-CHECK	VOID CHECK	V	6/08/2023			193491		
C-CHECK	VOID CHECK	V	6/08/2023			193492		
C-CHECK	VOID CHECK	V	6/08/2023			193493		
C-CHECK	VOID CHECK	V	6/08/2023			193494		
C-CHECK	VOID CHECK	V	6/08/2023			193495		
C-CHECK	VOID CHECK	V	6/08/2023			193496		
C-CHECK	VOID CHECK	V	6/08/2023			193497		
C-CHECK	VOID CHECK	V	6/08/2023			193498		
C-CHECK	VOID CHECK	V	6/08/2023			193499		
C-CHECK	VOID CHECK	V	6/08/2023			193500		
C-CHECK	VOID CHECK	V	6/08/2023			193501		
C-CHECK	VOID CHECK	V	6/08/2023			193502		
C-CHECK	VOID CHECK	V	6/08/2023			193503		
C-CHECK	VOID CHECK	V	6/08/2023			193504		
C-CHECK	VOID CHECK	V	6/08/2023			193505		
C-CHECK	VOID CHECK	V	6/08/2023			193506		
C-CHECK	VOID CHECK	V	6/08/2023			193507		
C-CHECK	VOID CHECK	V	6/08/2023			193508		
C-CHECK	VOID CHECK	V	6/08/2023			193509		
C-CHECK	VOID CHECK	V	6/08/2023			193510		
C-CHECK	VOID CHECK	V	6/08/2023			193511		
C-CHECK	VOID CHECK	V	6/08/2023			193512		
C-CHECK	VOID CHECK	V	6/08/2023			193513		
C-CHECK	VOID CHECK	V	6/08/2023			193514		
C-CHECK	VOID CHECK	V	6/08/2023			193515		
C-CHECK	VOID CHECK	V	6/08/2023			193520		
C-CHECK	VOID CHECK	V	6/08/2023			193521		
C-CHECK	VOID CHECK	V	6/08/2023			193549		
C-CHECK	VOID CHECK	V	6/08/2023			193550		
C-CHECK	VOID CHECK	V	6/09/2023			193562		
C-CHECK	VOID CHECK	V	6/09/2023			193563		
C-CHECK	VOID CHECK	V	6/09/2023			193564		
C-CHECK	VOID CHECK	V	6/09/2023			193565		

VENDOR SET: 99 City of Pittsburg, KS  
BANK: \* ALL BANKS  
DATE RANGE: 6/08/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK	VOID CHECK	V 6/09/2023			193566		
	C-CHECK	VOID CHECK	V 6/15/2023			193575		
	C-CHECK	VOID CHECK	V 6/15/2023			193576		
4263	COX COMMUNICATIONS KANSAS LLC							
	C-CHECK	COX COMMUNICATIONS KANSAS	V 6/15/2023			193578		125.74CR
4263	COX COMMUNICATIONS KANSAS LLC							
	C-CHECK	COX COMMUNICATIONS KANSAS	V 6/15/2023			193579		79.69CR
4263	COX COMMUNICATIONS KANSAS LLC							
	C-CHECK	COX COMMUNICATIONS KANSAS	V 6/15/2023			193580		446.11CR

* * 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:		54	VOID DEBITS	0.00		
			VOID CREDITS	651.54CR	651.54CR	0.00

TOTAL ERRORS: 0

		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99	BANK: *	TOTALS:	54	651.54CR	0.00	0.00
BANK: *	TOTALS:	54		651.54CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7290	I-202306134538	DELTA DENTAL OF KANSAS INC CLAIMS PAID 6-02 TO 6-09-23	D 6/09/2023	2,871.80		000000		2,871.80
4603	I-02-300406	KANSAS GOLF AND TURF INC MISC PARTS	E 6/09/2023	790.49		018959		790.49
6495	I-263871	CIVICPLUS, LLC SEECCLICKFIX/ANNUAL LICENSE	E 6/09/2023	5,512.54		018960		5,512.54
8205	I-MRIUS1498867	MRI SOFTWARE LLC MAY MONTHLY FEE ACCOUNTING	E 6/09/2023	520.00		018961		
	I-MRIUS1498933	JUNE MONTHLY LICENSE FEE	E 6/09/2023	520.00		018961		1,040.00
8467	I-AM0001377021	WASTE CORPORATION OF KANSAS, L MT OLIVE: MAY 2023	E 6/09/2023	103.62		018962		
	I-BL0000006693	SW SEPTIC	E 6/09/2023	391.10		018962		494.72
8560	I-150918-1	SOUTHERN UNIFORM AND TACTICAL, MISC UNIFORM SUPPLIES	E 6/09/2023	93.50		018963		
	I-151090-1	MISC UNIFORM SUPPLIES	E 6/09/2023	99.85		018963		
	I-151091-1	MISC UNIFORM SUPPLIES	E 6/09/2023	52.86		018963		
	I-151093-1	MISC UNIFORM SUPPLIES	E 6/09/2023	123.85		018963		370.06
8708	I-15191	NOTCH 8, LLC CEMETARY REPAIR AND MAINT	E 6/09/2023	21,345.25		018964		21,345.25
8754	I-442	JOPLIN SAFETYNET, LLC MISC SAFETY AND CPR SUPPLIES	E 6/09/2023	2,034.00		018965		
	I-443	MISC SAFETY AND CPR SUPPLIES	E 6/09/2023	2,019.00		018965		4,053.00
0044	I-MAY31/23 KF	CRESTWOOD COUNTRY CLUB MAY 23 DUES	E 6/09/2023	292.00		018966		292.00
0046	I-555051-0	ETTINGERS OFFICE SUPPLY MISC OFFICE SUPPLIES	E 6/09/2023	336.99		018967		
	I-555240-0	MISC OFFICE SUPPLIES	E 6/09/2023	111.98		018967		448.97
0054	I-S4773703.001	JOPLIN SUPPLY COMPANY MUCO B101 3/4 TAP&SHANK	E 6/09/2023	386.16		018968		
	I-S4774954.001	12IN MJ SLEEVE	E 6/09/2023	2,313.18		018968		2,699.34
0055	I-19606	JOHN'S SPORT CENTER, INC. JEANS: CADE BRYANT	E 6/09/2023	145.80		018969		
	I-19781	BOOTS: JASON BALL	E 6/09/2023	150.00		018969		
	I-19785	BOOTS: SHAWN WARING	E 6/09/2023	150.00		018969		
	I-19941	JEANS: CHRIS FARINACCI	E 6/09/2023	141.00		018969		586.80

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0087	FORMS ONE, LLC							
I-059380	BC: JACOB BENNETT	E	6/09/2023	85.00		018970		85.00
0105	PITTSBURG AUTOMOTIVE							
C-98592	CREDIT FOR INV 985559	E	6/09/2023	11.88CR		018971		
C-986571	CORE DEPOSIT CREDIT	E	6/09/2023	45.00CR		018971		
I-984927	V-BELT	E	6/09/2023	67.49		018971		
I-984963	BLDG EXHAUST FANS	E	6/09/2023	39.48		018971		
I-985247	CHAIN CABLE LUBE	E	6/09/2023	16.98		018971		
I-985559	V BELT	E	6/09/2023	11.88		018971		
I-985788	HOSE FITTINGS	E	6/09/2023	71.19		018971		
I-986134	NAPA GOLD FILTER	E	6/09/2023	13.31		018971		
I-986136	AIR FILTER	E	6/09/2023	22.67		018971		
I-986356	FHP POWERATED BELT	E	6/09/2023	22.85		018971		
I-986357	FHP POWERATED BELT	E	6/09/2023	22.85		018971		
I-986411	PD : AIR DOOR ACTUATOR	E	6/09/2023	16.90		018971		
I-986556	REFRIGERANT	E	6/09/2023	289.00		018971		
I-986563	BATTERIES	E	6/09/2023	885.53		018971		
I-986593	MISC SUPPLIES	E	6/09/2023	73.44		018971		
I-986598	FUSE	E	6/09/2023	12.66		018971		
I-986880	FILTERS	E	6/09/2023	235.09		018971		1,744.44
0112	MARRONES INC							
I-W91110	MISC GROCERY	E	6/09/2023	166.49		018972		166.49
0133	JIM RADELL CONSTRUCTION COMPAN							
I-800	STORM SEWER	E	6/09/2023	1,982.00		018973		
I-833	VAC RESERVOIR GREASE PIT	E	6/09/2023	900.00		018973		2,882.00
0142	HECKERT CONSTRUCTION CO INC							
C-7661	CREDIT FOR DIFFERENCE	E	6/09/2023	9,029.70CR		018974		
I-7577	ASPHALT	E	6/09/2023	725.84		018974		
I-7606	ASPHALT	E	6/09/2023	13,437.57		018974		
I-7616	ASPHALT	E	6/09/2023	6,740.65		018974		
I-7656	ASPHALT	E	6/09/2023	9,520.68		018974		21,395.04
0194	KANSAS STATE TREASURER							
I-202306084521	MAY 2023 COURT FEES	E	6/09/2023	3,289.74		018975		3,289.74
0207	PEPSI-COLA BOTTLING CO OF PITT							
I-600135	MACC:WATER/POP FOR CONSESSIONS	E	6/09/2023	106.50		018976		106.50
0286	R & R PRODUCTS INC							
I-CD2789658	ROLLER	E	6/09/2023	418.80		018977		418.80

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0292	I-1920032377	UNIFIRST CORPORATION BAGGED WIPERS	E 6/09/2023	78.81		018978		78.81
0317	I-17224	KUNSHEK CHAT & COAL CO, INC. CITY HALL ROCK	E 6/09/2023	1,200.00		018979		1,200.00
0478	I-12742	VIETTI AUTO BODY INC 2019 DODGE CHARGER	E 6/09/2023	709.45		018980		709.45
0583	I-223180	DICKINSON INDUSTRIES INC POSTERS AND BANNERS	E 6/09/2023	490.00		018981		490.00
0753	I-2023-0306	COUNTY OF CRAWFORD PD EVALUATION	E 6/09/2023	150.00		018982		150.00
0866	I-018730105	AVFUEL CORPORATION JET FUEL 7921	E 6/09/2023	22,865.46		018983		22,865.46
1238	I-14478	SEWARD ELECTRIC, INC. SPLASH PAD BREAKER	E 6/09/2023	90.00		018984		90.00
1478	I-29655	KANSASLAND TIRE #1828 RIGHT REAR TIRE REPAIR	E 6/09/2023	22.00		018985		22.00
1792	I-006118	B&L WATERWORKS SUPPLY, LLC GASKET	E 6/09/2023	300.00		018986		
	I-006143	FORD COPPERSETTER	E 6/09/2023	2,008.90		018986		
	I-006259	SST FLANGE BOLT SET	E 6/09/2023	41.50		018986		2,350.40
2035	I-113552	O'BRIEN ROCK CO., INC. CONCRETE	E 6/09/2023	320.10		018987		
	I-113553	CONCRETE	E 6/09/2023	1,591.00		018987		1,911.10
2186	I-1010934A	PRODUCERS COOPERATIVE ASSOCIAT PAID ON INV1010934- LATE CHRG	E 6/09/2023	4.74		018988		4.74
2921	I-DP2302081	DATAPROSE LLC MAY 2023 BILLING FEES	E 6/09/2023	3,642.39		018989		3,642.39
2960	I-2360182513	PACE ANALYTICAL SERVICES LLC LAB FEES 2023	E 6/09/2023	804.60		018990		
	I-2360182808	LAB FEES 2023	E 6/09/2023	662.30		018990		
	I-2360183687	LAB FEES 2023	E 6/09/2023	804.60		018990		
	I-2360183766	LAB FEES 2023	E 6/09/2023	250.00		018990		2,521.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3668	I-202306084518	MID AMERICA PROPERTIES OF PITT JUNE HAP REIMBURSEMENT	E 6/09/2023	500.00		018991		500.00
4618	I-202306074512	TRESA LYNNE MILLER MAY 2023 PROBATION FEE	E 6/09/2023	614.00		018992		614.00
5014	I-42071	MID-AMERICA SANITATION INC. 309 MEMORIAL DR	E 6/09/2023	489.27		018993		
	I-42293	CITY WIDE CLEAN UP	E 6/09/2023	777.06		018993		1,266.33
5317	I-163844153	ULINE MISC SUPPLIES	E 6/09/2023	204.19		018994		204.19
5519	I-101003	TOTAL ELECTRONICS CONTRACTING CARD READER	E 6/09/2023	508.50		018995		
	I-101004	EVIDENCE RM ACCESS CONTROL	E 6/09/2023	3,045.40		018995		
	I-101005	EAST RM ACCESS CONTROL	E 6/09/2023	2,149.92		018995		
	I-101040	EVIDENCE GARAGE	E 6/09/2023	481.25		018995		6,185.07
5648	I-JUN 2023	JASON WISKE 2023 COURT SERVICE FEE	E 6/09/2023	1,000.00		018996		1,000.00
6558	I-VS008261	VERMONT SYSTEMS INC TRAINING- RV PARK	E 6/09/2023	175.00		018997		175.00
6851	I-S1200067.003	SCHULTE SUPPLY INC CTSPJ COUPLING	E 6/09/2023	645.66		018998		
	I-S1200560.001	3/4 CORP STOP	E 6/09/2023	1,565.00		018998		
	I-S1200561.001	3/4 CORP STOP	E 6/09/2023	1,565.00		018998		
	I-S1200565.001	CTSPJ COUPLING/TUBING INSERT	E 6/09/2023	1,555.80		018998		5,331.46
7128	I-L03425	SWABY MFG PARTS FOR LOBELINE MR 075	E 6/09/2023	2,029.00		018999		2,029.00
7407	I-5474	LIMELIGHT MARKETING LLC MONTHLY WESITE RETAINER	E 6/09/2023	600.00		019000		
	I-5501	QUARTERLY WEBSITE HOSTING	E 6/09/2023	690.00		019000		1,290.00
7629	I-16615	EARLES ENGINEERING & INSPECTIO DAVE BLESSENT	E 6/09/2023	517.50		019001		
	I-16616	NEW WWTP DESIGN	E 6/09/2023	87,135.73		019001		
	I-16617	NORTHGATE CID	E 6/09/2023	4,200.00		019001		
	I-16620	CITY ENGINEER CONTRACT	E 6/09/2023	4,243.60		019001		
	I-16621	FRANKLIN RD DRAINAGE IMP	E 6/09/2023	6,000.00		019001		
	I-16622	HUDSON & ENGLISH STORM	E 6/09/2023	5,250.00		019001		
	I-16623	E 27TH ST TERRACE	E 6/09/2023	9,000.00		019001		
	I-16624	27TH STREET ENGINEERING	E 6/09/2023	10,650.00		019001		
	I-16625	SW INDUST LIFT STATION	E 6/09/2023	4,900.00		019001		
	I-16626	2022 SANITARY SEWER LININ	E 6/09/2023	6,143.75		019001		138,040.58

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7667	BRENT'S ELECTRIC, LLC							
I-2466	POOL SUPPLIES-PUMP HOUSE	E	6/09/2023	1,088.67		019002		
I-2469	KIDDIELAND REPAIR	E	6/09/2023	100.00		019002		1,188.67
7744	DARREN L SWARTZ							
I-202306054496	FM TOKEN REFUND	E	6/09/2023	32.00		019003		32.00
7749	CHARLIE PHILLIPS							
I-202306054495	FM TOKEN REFUND	E	6/09/2023	135.00		019004		135.00
7754	WILLOW TREE WEAVING							
I-202306054494	FM TOKEN REFUND	E	6/09/2023	10.00		019005		10.00
7852	TRIA HEALTH, LLC							
I-0623-0122	JUNE 2023	E	6/09/2023	1,551.73		019006		1,551.73
8103	ANDY ROBERTS							
I-202306054499	FM TOKEN REFUND	E	6/09/2023	37.00		019007		37.00
8200	PLUNKETT'S PEST CONTROL INC							
I-8061262	JUNE 2023 PEST CONTROL	E	6/09/2023	560.10		019008		560.10
8238	US BANCORP GOVT LEASING & FINA							
I-502857378	LEL I.T EQUIP #4	E	6/09/2023	254,191.10		019009		254,191.10
8268	THE ABY MANUFACTURNING GROUP I							
I-0173616-IN	AWARD MEDALS	E	6/09/2023	1,007.00		019010		1,007.00
8326	KAYLYN HITE							
I-JUN 2023	2023 COURT SERVICE FEE	E	6/09/2023	1,000.00		019011		1,000.00
8543	COMPSYCH EMPLOYEE ASSISTANCE P							
I-23070935	7/1/23 -9/30/23 SERVICE	E	6/09/2023	1,620.60		019012		1,620.60
8749	STACY HUTSON							
I-202306054492	FM TOKEN REFUND	E	6/09/2023	3.00		019013		3.00
8753	RONDA SHELTON							
I-202306084523	GFOA CONFERENCE REIMBURS	E	6/09/2023	370.01		019014		370.01
0551	A-7 AUSTIN, LTD							
I-42021	1000 BURGUNDYLASER CHECKS	E	6/12/2023	213.07		019015		213.07

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6175	HENRY C MENGHINI							
I-7077	COPIES	E	6/12/2023	5.55		019016		
I-7103	COPIES	E	6/12/2023	10.90		019016		
I-7108	RLF APPLICATION EMAILS	E	6/12/2023	465.00		019016		481.45
7239	JERRY MILLER							
I-06-18-23	JUNE 2023 AWOS	E	6/12/2023	425.00		019017		425.00
7655	HW ACQUISITIONS, PA							
I-79347	MISC ANIMAL SERVICES	E	6/12/2023	871.99		019018		871.99
5764	INDEPENDENT ELECTRIC MACHINERY							
I-SP-RSRI6441	WELL 8 MOTOR REPAIR	E	6/16/2023	6,150.00		019019		6,150.00
6528	GALE GROUP/CENGAGE							
I-81243877	BOOKS	E	6/16/2023	217.52		019020		
I-81250693	BOOKS	E	6/16/2023	52.80		019020		
I-81348923	BOOKS	E	6/16/2023	120.76		019020		391.08
7392	ASSURECO RISK MANAGEMENT & REG							
I-12537	JUNE 2023 EPA RMP COMPLIANCE	E	6/16/2023	350.00		019021		350.00
7791	C4 HOLDINGS LLC							
I-268504	MISC ANIMAL SERVICES	E	6/16/2023	330.96		019022		
I-270884	MISC ANIMAL SERVICES	E	6/16/2023	213.50		019022		544.46
8232	BAYSINGERS POLICE SUPPLY INC							
I-1060003	FRONT ID PANELS: D. MCGOUGH	E	6/16/2023	30.00		019023		
I-1060006	ID PANEL	E	6/16/2023	15.00		019023		
I-1060009	ID PANEL: D. MCGOUGH	E	6/16/2023	30.00		019023		75.00
8528	SARANN AUTO LEASING, INC.							
I-2793	LEASE VEHICLES	E	6/16/2023	650.00		019024		
I-2796	LEASE VEHICLES	E	6/16/2023	650.00		019024		
I-2807	LEASE VEHICLES	E	6/16/2023	650.00		019024		1,950.00
8560	SOUTHERN UNIFORM AND TACTICAL,							
I-150256-1	MISC UNIFORM SUPPLIES	E	6/16/2023	102.00		019025		
I-150919-1	MISC UNIFORM SUPPLIES	E	6/16/2023	102.00		019025		
I-151632-1	MISC UNIFORM SUPPLIES-PATCHES	E	6/16/2023	102.98		019025		306.98
8737	EK ENTERPRISE							
I-175	PIZZA FOR CONCESSIONS	E	6/16/2023	440.00		019026		440.00



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0046	ETTINGERS OFFICE SUPPLY							
I-555185-0	MISC OFFICE SUPPLIES	E	6/16/2023	17.50		019027		
I-555187-0	MISC OFFICE SUPPLIES	E	6/16/2023	36.04		019027		
I-555213-0	MISC OFFICE SUPPLIES	E	6/16/2023	575.88		019027		
I-555239-0	MISC OFFICE SUPPLIES	E	6/16/2023	190.95		019027		
I-555241-0	MISC OFFICE SUPPLIES	E	6/16/2023	34.95		019027		
I-555321-0	MISC OFFICE SUPPLIES	E	6/16/2023	55.96		019027		911.28
0087	FORMS ONE, LLC							
I-059011	ENVELOPES	E	6/16/2023	901.89		019028		
I-059012	WINDOW ENVELOPES	E	6/16/2023	769.37		019028		
I-059372	125 PRO BL DESINGER PORTFOLIO	E	6/16/2023	4,320.84		019028		
I-S129504	PD: PANTS	E	6/16/2023	4,461.75		019028		10,453.85
0105	PITTSBURG AUTOMOTIVE							
I-987708	NAPA NON-DETER 30 QT	E	6/16/2023	74.16		019029		74.16
0112	MARRONES INC							
I-90625	MISC GROCERY	E	6/16/2023	442.88		019030		
I-W91624	CUPS	E	6/16/2023	96.29		019030		539.17
0276	JOE SMITH COMPANY, INC.							
I-325183	4 OAK CONCESSIONS	E	6/16/2023	189.03		019031		
I-326077	PARKS CONCESSIONS	E	6/16/2023	262.76		019031		451.79
0438	PAUL KEYS							
I-27258	1916 S ENGLISH: BASEMENT SEWER	E	6/16/2023	475.00		019032		475.00
0577	KANSAS GAS SERVICE							
I-202306154547	FD MONTHLY SERVICE	E	6/16/2023	99.95		019033		99.95
0610	THOMAS VACCA							
I-202306144540	REIMBURSEMENT FOR MILAGE	E	6/16/2023	849.40		019034		849.40
0700	NAMES AND NUMBERS							
I-1619299	ADVERTISING: PARKS	E	6/16/2023	3,918.00		019035		3,918.00
0746	CDL ELECTRIC COMPANY INC							
I-W87902	WATER PLANT: AC	E	6/16/2023	3,571.64		019036		3,571.64
0823	TOUCHTON ELECTRIC INC							
I-81568	CITY HALL JUNE 2023	E	6/16/2023	40.00		019037		
I-81624	HOUSING FOR JULY 2023	E	6/16/2023	20.00		019037		
I-81664	FD#1 JUNE 2023	E	6/16/2023	39.00		019037		99.00

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1033 I-33048	BOLLINGER GROUP, LLC RENEW NOTARY BOND: S.GAMBILL	E	6/16/2023	100.00		019038		100.00
2035 I-114006	O'BRIEN ROCK CO., INC. CONCRETE	E	6/16/2023	889.00		019039		889.00
2707 I-06-01-23	THE LAWNSCAPE COMPANY, INC. PD: IRRIGATION SERVICE	E	6/16/2023	73.00		019040		73.00
2825 I-MAY2023DAT8195100	STATE OF KANSAS MAY 2023	E	6/16/2023	471.54		019041		471.54
2994 I-46585-1	COMMERCIAL AQUATIC SERVICE INC 2023 POOL CHEMICALS	E	6/16/2023	6,569.76		019042		6,569.76
3248 I-9137566979	AIRGAS USA LLC O2 H2S CO ALTAIR 4XR	E	6/16/2023	1,089.95		019043		1,089.95
3261 I-6318	PITTSBURG AUTO GLASS 13 DURANGO WINSHIELD REPLACE	E	6/16/2023	408.75		019044		408.75
3802 I-BMS427384	BRENNTAG MID-SOUTH INC ALUMINUM SULFATE	E	6/16/2023	3,245.00		019045		3,245.00
4307 I-440176	HENRY KRAFT, INC. MISC JANITORIAL SUPPLIES	E	6/16/2023	349.87		019046		349.87
4390 I-680876	SPRINGFIELD JANITOR SUPPLY, IN MISC JANITORIAL SUPPLIES	E	6/16/2023	277.31		019047		277.31
4621 I-8252437	JCI INDUSTRIES INC FLYGT PUMP REPLACEMENT	E	6/16/2023	24,900.00		019048		24,900.00
5014 I-42375	MID-AMERICA SANITATION INC. TONAGE DUMPED	E	6/16/2023	283.42		019049		283.42
5931 I-06-10-23	VOGEL HEATING & COOLING INC WASTE WTER: HEAT PUMP	E	6/16/2023	2,720.00		019050		2,720.00
6402 I-6/09/2023	BEAN'S TOWING & AUTO BODY PD CONTRACT TOWING	E	6/16/2023	5,166.30		019051		5,166.30
6777 I-SVC/268-361420	DH PACE CO PD:SADDLE THRESHOLD	E	6/16/2023	479.93		019052		479.93

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 6/08/2023 THRU 6/20/2023

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6936	HAWKINS INC							
I-6439633	HYDROFLUOSILICIC ACID	E	6/16/2023	1,972.21		019053		
I-6493082	462 LB DNR	E	6/16/2023	1,140.18		019053		3,112.39
7038	SIGNET COFFEE ROASTERS							
I-1313	PD: COFFEE	E	6/16/2023	110.00		019054		110.00
7100	FIRST UNITED METHODIST CHURCH							
I-202306134535	FFY2020 ESG-CV SHELTER REIMBUR	E	6/16/2023	534.00		019055		534.00
7407	LIMELIGHT MARKETING LLC							
I-5412	MONTHLY WEBSITE RETAINER	E	6/16/2023	600.00		019056		600.00
7448	CARUS CORPORATION							
I-SLS 10107967	LIQUID POLYMERIC PHOSPHAT	E	6/16/2023	7,273.20		019057		7,273.20
7478	KENNETH PERRIN							
I-8215	CHECKED ECM	E	6/16/2023	217.00		019058		217.00
7839	VISION SERVICE PLAN INSURANCE							
I-818074381	JUNE 2023	E	6/16/2023	1,964.74		019059		1,964.74
7860	RELX INC							
I-1578646-20230531	2023 SUBSCRIPTION	E	6/16/2023	381.92		019060		381.92
7930	SANDERSON PIPE CORPORATION							
I-INV75807	PIPE LUBRICANT	E	6/16/2023	2,483.40		019061		2,483.40
8246	BETHANY ANN BROOKS							
I-5291	LAND BANK MOWING	E	6/16/2023	574.00		019062		574.00
8309	MISSISSIPPI LIME COMPANY							
I-1674093	QUICKLIME CALCIUM OXIDE	E	6/16/2023	8,781.35		019063		8,781.35
8312	LYLE T. WALTHALL							
I-11	CANINE TRAINING MAINTENANCE	E	6/16/2023	400.00		019064		400.00
8337	BLACKSTONE AUDIO, INC.							
I-2102759	BOOKS	E	6/16/2023	76.49		019065		
I-2102874	BOOLS	E	6/16/2023	190.25		019065		266.74
8649	UPLINK, LLC							
I-8929	CITY HALL: MONITORING	E	6/16/2023	27.00		019066		
I-9045	RADAR CAR#5/LIGHTBAR CAR#6	E	6/16/2023	150.00		019066		177.00

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1	ALLISON RAMSEY							
I-202306064507	TRAVEL EXPENSE	R	6/08/2023	19.99		193516		19.99
0516	AMERICAN CONCRETE CO INC							
I-90490911	CONCRETE	R	6/08/2023	1,337.00		193517		
I-90490912	CONCRETE	R	6/08/2023	827.00		193517		
I-90490913	CONCRETE	R	6/08/2023	655.00		193517		
I-90491138	CONCRETE	R	6/08/2023	1,039.00		193517		
I-90492140	CONCRETE	R	6/08/2023	1,250.00		193517		
I-90492141	CONCRETE	R	6/08/2023	1,442.00		193517		
I-90492144	CONCRETE	R	6/08/2023	1,089.00		193517		7,639.00
8475	AMERICAN LAWN & LANDSCAPE, INC							
I-13320	PD: LANDSCAPING	R	6/08/2023	600.00		193518		600.00
0523	AT&T							
I-202306064508	MONTHLY SERVICE	R	6/08/2023	11,030.68		193519		11,030.68
8278	GERSON BOCANEGRA							
I-202306084522	1 HR INTERPRETER SERVICE	R	6/08/2023	25.00		193522		25.00
8755	CAROL GOOD							
I-202306054497	FM TOKENS	R	6/08/2023	64.00		193523		64.00
1	COURTNEY HIXON							
I-202306054491	CAMP REFUND	R	6/08/2023	60.00		193524		60.00
4263	COX COMMUNICATIONS KANSAS LLC							
I-202306054500	FD #3 MONTHLY SERVICE	R	6/08/2023	78.21		193525		78.21
4263	COX COMMUNICATIONS KANSAS LLC							
I-202306064509	MONTHLY SERVICE	R	6/08/2023	387.69		193526		387.69
4263	COX COMMUNICATIONS KANSAS LLC							
I-202306064510	MONTHLY SERVICE	R	6/08/2023	696.60		193527		696.60
7517	CRAW-KAN TELEPHONE COOPERATIVE							
I-202306064511	MONTHLY SERVICE JUNE 2023	R	6/08/2023	1,249.95		193528		1,249.95
0375	WICHITA WATER CONDITIONING							
I-241456	HOUSING:COOLER RENTAL	R	6/08/2023	10.50		193529		
I-90853640	PARKS:WATER	R	6/08/2023	34.00		193529		
I-90863117	PARKS :WATER	R	6/08/2023	35.00		193529		79.50

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8758	I-202306084517	DUSTIN TREIBER FM ENTERTAINMENT	R 6/08/2023	200.00		193530		200.00
0345	I-2780140-000	THE VICTOR L PHILLIPS CO CASE V BELT	R 6/08/2023	164.50		193531		164.50
1108	I-202306084519	EVERGY KANSAS CENTRAL INC MONTHLY SERVICE	R 6/08/2023	25,720.49		193532		25,720.49
8545	I-6069199	FORTLINE, INC 3/4 CORP STOP/BALL CORP	R 6/08/2023	4,200.00		193533		
	I-6073698	3/4" CPLG	R 6/08/2023	2,128.80		193533		6,328.80
1	I-202306084520	GENEVA SCHLEICHER PD REIMBURS	R 6/08/2023	777.78		193534		777.78
1	I-202306054502	JIM MILLER ART SALES	R 6/08/2023	76.00		193535		76.00
0226	I-202306054504	KDOR LIQUOR TAX LIQUOR DRINK TAX RETURN	R 6/08/2023	3.70		193536		3.70
1	I-202306074513	KIMBERLY BERAN RESTITUTION	R 6/08/2023	240.11		193537		240.11
1246	I-4086	KANSAS DEPT OF COMMERCE 2024 KS TRAVE GUIDE LISTING	R 6/08/2023	100.00		193538		100.00
1	I-202306054503	MARK MCATEE FD EQUIP CHECKS	R 6/08/2023	300.00		193539		300.00
8688	I-14393-01	MID-CONTINENTAL RESTORATION CO CITY HALL - EXTERIOR REPA	R 6/08/2023	83,860.00		193540		83,860.00
8505	I-1957	PITTSBURG PUBLISHING COMPANY, NOTICE TO PROPERTY OWNERS	R 6/08/2023	41.70		193541		41.70
8252	I-202306054493	PERRY SUMMY FM TOKEN REFUND	R 6/08/2023	221.00		193542		221.00
4738	I-880890	PIONEER MANUFACTURING COMPANY STRIPPING PAINT	R 6/08/2023	583.00		193543		583.00

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0187	PITTSBURG ROTARY CLUB							
I-202306054505	2023 MEMBERSHIP DUES	R	6/08/2023	250.00		193544		
I-202306074514	ROTARY DUES 2023-2024	R	6/08/2023	1,250.00		193544		1,500.00
1	REBECCA LOMSHEK							
I-202306054506	ART SALES	R	6/08/2023	110.40		193545		110.40
8534	ALL AMERICAN SPORTS CORP							
I-951844359	SHIRTS	R	6/08/2023	16.10		193546		16.10
0188	SECRETARY OF STATE							
I-202306074516	GAMBILL: NOTARY APPLICATION	R	6/08/2023	25.00		193547		25.00
8375	TRASH HOG LLC							
I-23193	MONTHLY SERVICE	R	6/08/2023	1,394.00		193548		
I-23248	1920 S OLIVE	R	6/08/2023	400.00		193548		1,794.00
6377	SOUTHEAST KANSAS RECYCLING CEN							
I-05262023P	LARGE ITEM DROPOFF	R	6/08/2023	1,000.00		193551		1,000.00
6730	DJB INVESTMENTS, LLC							
I-9160	CURB INLET LIDS	R	6/08/2023	1,640.00		193552		1,640.00
1	THE FOUNDRY							
I-202306054501	ROOM RENTAL	R	6/08/2023	125.00		193553		125.00
7442	UNIFIED SCHOOL DISTRICT #250-C							
I-202306054498	FM TOKEN REFUND	R	6/08/2023	4.00		193554		4.00
1	VERENICE RUEDA							
I-202306074515	REFUND PARTY	R	6/08/2023	250.00		193555		250.00
1	ALLISON RAMSEY							
I-202306084524	REIMBURS GFOA	R	6/08/2023	253.32		193556		253.32
8732	BRANDON SPEAR							
I-202306094527	UMPIRE	R	6/09/2023	50.00		193557		50.00
8208	MICHAEL JOHNSON							
I-202306094528	UMPIRE	R	6/09/2023	50.00		193558		50.00
8729	NATHAN HUGHES							
I-202306094525	UMPIRE	R	6/09/2023	175.00		193559		175.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7480	RODGER PETRAIT							
I-202306094526	UMPIRE	R	6/09/2023	175.00		193560		175.00
5589	CELLCO PARTNERSHIP							
I-9936239084	CITY CELL PHONES	R	6/09/2023	13,894.20		193561		13,894.20
6088	1ST DUE EMERGENCY RESPONSE SOL							
I-22-4645	FIREDEX GLOVES	R	6/15/2023	363.48		193567		
I-23-4860	FIREDEX GLOVES	R	6/15/2023	774.00		193567		
I-23-4868	FIRE DEX BARRIER HOOD	R	6/15/2023	982.72		193567		2,120.20
2876	CRAIG FARNSWORTH							
I-06-06-23	PD & FD DRY CLEANING	R	6/15/2023	190.00		193568		190.00
1	ANATOLIA RUIZ							
I-202306124529	PARTY REFUND	R	6/15/2023	250.00		193569		250.00
8732	BRANDON SPEAR							
I-202306154545	UMPIRE	R	6/15/2023	50.00		193570		50.00
1	BUBBA LUNDY							
I-202306154546	LEAGUE REFUND	R	6/15/2023	300.00		193571		300.00
6545	CENTER POINT INC							
I-2020546	BOOKS	R	6/15/2023	127.90		193572		127.90
0856	COLLEGIO/PSU							
I-33707	DISPLAY X 7	R	6/15/2023	40.00		193573		40.00
7657	COPY PRODUCTS, INC.							
I-34193796	COPIER LEASE	R	6/15/2023	1,373.00		193574		1,373.00
4263	COX COMMUNICATIONS KANSAS LLC							
I-202306124530	710 W 9TH: MONTHLY SERVICE	R	6/15/2023	58.76		193577		58.76
4263	COX COMMUNICATIONS KANSAS LLC							
I-202306134531	MEM AUD: MONTHLY SERVICE	V	6/15/2023	125.74		193578		125.74
4263	COX COMMUNICATIONS KANSAS LLC							
M-CHECK	COX COMMUNICATIONS KANSAS AVOIDED	V	6/15/2023			193578		125.74CR
4263	COX COMMUNICATIONS KANSAS LLC							
I-202306134532	ASPHALT PLANT: MONTHLY SERVICE	V	6/15/2023	79.69		193579		79.69

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 6/08/2023 THRU 6/20/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC							
M-CHECK	COX COMMUNICATIONS KANSAS	VOIDED	V 6/15/2023			193579		79.69CR
4263	COX COMMUNICATIONS KANSAS LLC							
I-202306134533	WWTP: MONTHLY SERVICE		V 6/15/2023	446.11		193580		446.11
4263	COX COMMUNICATIONS KANSAS LLC							
M-CHECK	COX COMMUNICATIONS KANSAS	VOIDED	V 6/15/2023			193580		446.11CR
4263	COX COMMUNICATIONS KANSAS LLC							
I-202306134536	FD#2 MONTHLY SERVICE		R 6/15/2023	91.99		193581		91.99
0375	WICHITA WATER CONDITIONING							
I-90865740	PARKS:WATER		R 6/15/2023	261.54		193582		261.54
1108	EVERGY KANSAS CENTRAL INC							
I-202306144539	MONTHLY SERVICE		R 6/15/2023	2,641.69		193583		2,641.69
6809	RICHARD GILMORE							
I-9389	VALVE REPLACEMENT		R 6/15/2023	1,634.40		193584		1,634.40
7945	LUCKY-BUT LAWN CARE, LLC							
I-12693	SCHLANGER GARDEN		R 6/15/2023	185.00		193585		185.00
8208	MICHAEL JOHNSON							
I-202306154542	UMPIRE		R 6/15/2023	75.00		193586		75.00
5732	NATES LAWN AND LANDSCAPE INC							
I-15065	PARKS/CITY HALL FERTILIZER		R 6/15/2023	345.00		193587		345.00
8729	NATHAN HUGHES							
I-202306154543	UMPIRE		R 6/15/2023	100.00		193588		100.00
7480	RODGER PETRAIT							
I-202306154544	UMPIRE		R 6/15/2023	125.00		193589		125.00
7831	AEGEAN, LLC							
I-265567	PD TRAINING		R 6/15/2023	1,390.00		193590		1,390.00
8534	ALL AMERICAN SPORTS CORP							
I-951817621	WALK KANSAS TEES		R 6/15/2023	285.69		193591		285.69
8375	TRASH HOG LLC							
I-23271	YMCA		R 6/15/2023	1,487.07		193592		1,487.07



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7890	SYN-TECH SYSTEMS INC							
I-266894	2023 FUEL MASTER MAINTENANCE	R	6/15/2023	1,275.00		193593		1,275.00
5589	CELLCO PARTNERSHIP							
I-9936209795	SPECIAL CIRCUITS	R	6/15/2023	369.24		193594		369.24

* * T O T A L S * *		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	65			177,037.74	0.00	176,386.20
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	1			2,871.80	0.00	2,871.80
EFT:	108			629,640.71	0.00	629,640.71
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	3	VOID DEBITS	0.00			
		VOID CREDITS	651.54CR	651.54CR	0.00	
TOTAL ERRORS: 0						

	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	177		808,898.71	0.00	808,898.71
BANK: 80144 TOTALS:	177		808,898.71	0.00	808,898.71

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8752	JUSTIN BARKER							
I-202306164552	2017 SIDE X SIDE	R	6/16/2023	8,000.00		193595		8,000.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	8,000.00	0.00	8,000.00
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: MAN TOTALS:	1	8,000.00	0.00	8,000.00
BANK: MAN TOTALS:	1	8,000.00	0.00	8,000.00
REPORT TOTALS:	178	816,898.71	0.00	816,898.71

Passed and approved this 27<sup>th</sup> day of June, 2023.

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Ron Seglie, M.D., Mayor

ATTEST:

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Tammy Nagel, City Clerk

**To:** Daron Hall, City Manager

**From:** Jay Byers, Deputy City Manager

**Date:** June 16, 2023

**Subject:** Airport AvGas Refueler Purchase

Airport equipment is specialized equipment that is currently difficult to acquire given ongoing supply chain issues. The city has made two previous efforts to purchase a refueler to replace the forty-year-old vehicle that is at the end of its life. In our previous attempts, one seller sold the vehicle committed to us to another organization, and then our backup seller had the chassis on the committed vehicle recalled. Airport staff is concerned that the current refueler won't operate much longer, which would represent a significant problem for air traffic at the airport.

We originally reached out to other providers about the availability and cost of comparable equipment, and we received two viable bids. We ask to waive the formal bid process and award the contract for purchase of the refueler to Garsite Aviation Refueling Equipment in the amount of \$178,000.00. The airport's current jet refueler is also provided by Garsite, and the airport staff has been satisfied with the equipment and the company. Garsite has indicated that if we are able to submit our order soon, they can provide the new vehicle before winter.

Due to the specialized nature of this equipment and ongoing supply chain issues, it is not prudent to revisit the standard bid process. The need for the refueler has become acute.



Jay Byers  
Deputy City Manager



539 South 10th Street  
Kansas City, KS 66105  
PH-(800) 467-5600  
FX-(913) 342-0638  
[www.garsite.com](http://www.garsite.com)

6/8/2023

City of Pittsburg KS  
Bill Pyle  
Atkinson Municipal Airport  
Pittsburg KS  
620-231-5760

### **Garsite 1,000 Gallon Avgas - Aluminum Tank**

City of Pittsburg KS

We sincerely appreciate the opportunities you have given Garsite to provide quotations, and related information on our aircraft refueling equipment. I have attached our proposal, along with brief specifications on Garsite 1,000 Avgas Refuelers. I have also included a listing of optional equipment available on our refueling equipment.

When making your decision, please keep in mind that Garsite has been designing and manufacturing aircraft refuelers and Hydrant Carts for over 68-years for customers throughout the world. Garsite has manufactured over 15,000 pieces of aviation refueling equipment and can meet any requirements your operations demand.

In addition to receiving the highest quality aircraft refueling equipment, you will also receive world-renowned technical support combined with the industry's best warranty. We employ the best technicians in the industry to provide our customers with outstanding service.

Please review the attached quotation and let us know if you have any questions. Thank you again for contacting Garsite.

Mark Peterson  
Domestic Sales Manager  
913-901-6691

## Garsite 2023 Avgas Refueler

The photo below represents a new 1,000 USG Avgas Refueler recently built by Garsite, some options are shown.



**Standard Model:** 1000 USG Avgas refueler. Includes battery isolation switch and engine block heater.

**Chassis Information:** Ford 550 Standard Cab - 7.3L Gas Power V8 Engine with PTO provision - Air conditioning as standard

**Tank Information:** 1,000 Gallon Single Compartment - Aluminum

**Flow Capacity:** (1) One 40 GPM Pumping system - PTO Driven pump

**System Configuration:** (1) Single wrap reel with overwing nozzle

**Additional Spec's:** Vapor proof lights and wiring, exhaust re-route, tank drains, VF-22 Filtration & Filter Monitor and Differential pressure gauge. Unit to be pre-wired for future installation of Modem and/or In-Cab Printer

**Safety Features:** Static reel with 50' cable, brake interlock, emergency shut-down, fire extinguishers, back up camera, back up alarm, flashing beacon.

**Meter:** One meter rated for 50 GPM, with TCS 3000 mounted electronic register

**Finish:** Cab painted OEM white. Aluminum polished finish. Equipment painted silver except piping and OEM painted equipment which is left as originally painted.

**Bottom Loading:** Includes a jet level sensor for automatic, high-level shut-off with precheck. The bottom loading adapter is capable of accepting a standard bottom load nozzle. A gauge and shut-off valve downstream of bottom load adapter.

**Ladder Brackets:** Installed on rear bumper.

## Garsite 2023 Avgas Refueler

Pricing Summary: Rates are subject to change		Price	Lease Rate p/m
<b>Unit Price:</b> Garsite Standard 1,000 Avgas Aircraft Refueler		\$178,000	
<b>Add:</b> Standard Options <i>(from section #3)</i>		\$0	
<b>Add:</b> Non-Standard Options <i>(from section #4)</i>		\$0	
<b>Estimated Freight Cost:</b> *Finalized when unit is ready to ship, if blank customer arranges			
<b>Total -</b>		\$178,000	
<b>Quantity / Sub Total</b>	<b>1</b>	<b>\$178,000</b>	

**Confirmation of Order - To execute, please sign, date and return to your representative.**

<b>Signature:</b> _____	<b>Date:</b> _____
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## Optional Features Available for Garsite Equipment

Yes / No	ID #	Standard Package Options	Option Price
Yes	N/A	2023 Ford Gas 550 Chassis - 108" CA - Mid Mount Module	Included
No	N/A	Ford Gas 550 Chassis - 84" CA - Rear Mount Module (Add \$4,000)	
No	N/A	Ford Diesel 550 Chassis - 84" CA - Rear Mount Module (Add \$12,000)	
No	WD-41	Water defense - Gammon 1CC (Must select 1 water defense option)	
No		Change to Mecanical Registration	
No	ME-183	TCS Temperature Control for One Register	
No	ME-180	TCS slip printer and stand	
No	MA-56	TCS roll printer and stand	
No	ME-181	TCS cell modem	
No	TG-33	Madison tank level gauge connected to TCS registration only	
No		Product recovery tank: Provide aluminum, 20 gallon, sump collection tank. Vented fill cover & tank drain, located next to filter	
No	SB-29	Mount product recovery tank on driver side at rear of truck next to bottom load	
No	BL-12	Install Scully Tank Overfill Protection System - Thermistor	
No	BL-08	Install Scully Tank Overfill Protection System - Optic	
No	SB-31	Chock block holders: Provide aluminum heavy-duty aluminum chock block holder	
No	SB-12	Storage / spill kit container: Provide aluminum lockable storage box Dimension 24" x 24" x 24"	



No	SB-29	Storage / Spill Kit container: Provide aluminum, lockable, storage box. Dimension 24" X 24" X 24"	
No	SB-30	Cone holder	
No	DR-24	Tank drain spring return valves (2)	
No	AL-12	Top of tank hand grips	
No	PL-31	Bi-Line Fall Protection	
No	PL-40	Tram fall protection	
No		<b>1,000 Gallon Tank</b> Auto-raising, safety hand-rail system on top of tank: Provide pneumatically operated, safety hand-rail assembly installed on top of the product tank. The hand-rails shall be painted safety high visibility yellow. Additionally, a rear access gate shall be installed on the rear ladder which will engage the brake interlock system when activated	
No	IS-13	Interlock buzzer	
	CB-66		
No	FX-29	BC 20# PURPLEK Ansul	
No	FX-28	Scabbard style fire extinguisher holders	
No		On-Site Customer Witness Test - Unit will be retested during customer visit	
No		On-Site In-Service: Will be scheduled and billed at time of shipment on a separate service order (\$1,000/Day + Travel)	
Yes		<b>Unit must meet all ATA requirements</b>	

### Standard Paint Options

No		<b>1,000 Gallon Tank</b> Add 1-color (white, black or gray) polyurethane on natural aluminum tank: Paint to match color of chassis cab (If Yes please complete Paint Detail section below)	
No		<b>1,000 Gallon Tank</b> Add 1-color (NOT white, black or gray) polyurethane on natural aluminum tank: Paint to match color of chassis cab (If Yes please complete Paint Detail section below)	
No		Paint wheels black (If Yes please complete Paint Detail section below)	
No		Ocean Preservative (If Yes please complete Paint Detail section below)	

Sub Total, Garsite 'Standard Options' Price Adders

\$0

### Custom Paint Options

No		Describe Custom Paint:	\$0
No		Paint Color Code or Chassis Color Code:	\$0

### Customer Requirement Checklist

Yes/No	Description	
No	Does the Unit require Decals? (if Yes answer custom question below)	
No	Customer supplied? (if no standard Garsite decals will be applied). If yes provide detail in line below.	

### Customer Requested Custom Options

Qty.	General Description	Price/TBD

Sub Total, Non - Standard, Engineered Options

\$0

### Change Orders

Date	Description of Change	Price/TBD
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<b>Sub Total, Change Orders</b>		<b>\$0</b>
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p><b>Terms:</b></p> <p><b>2022 Pricing &amp; Surcharges</b></p> <p><b>Deposit Required:</b></p> <p><b>Final Payment Prior to Shipment:</b></p> <p><b>Terms</b></p> <p><b>Late Penalties</b></p> <p><b>Paint &amp; Decals:</b></p> <p><b>Validity:</b></p> <p><b>Freight:</b></p> <p><b>Taxes:</b></p> <p><b>Delivery:</b></p> <p><b>Proprietary Statement:</b></p> </div> <div style="width: 65%;"> <p>A signed Confirmation or Order is required to secure your order. Additionally, a good-faith and non-refundable deposit is required to secure order. The balance of payment is due prior to shipment. All confirmation of orders are subject to credit approval prior to acceptance.</p> <p>Based on current 2021-2022 Supply Chain Issues, Garsite reserves the right to increase sale agreement pricing based on any material increases that are recognized during the order and build process. The customer will be notified of any increase and will have the opportunity to cancel the order prior to the build beginning.</p> <p>25%</p> <p>100%</p> <p><u><b>Paid in full prior to shipment</b></u></p> <p></p> <p>The product tanks shall remain in their natural bright aluminum finish. Cab painted factory white. Equipment painted silver (except OEM painted equipment which remains painted per OEM). Safety placards, product decals, and operating decals will be installed. Additionally, any customer supplied imaging decals will be installed at no additional change.</p> <p>This quotation is valid for 30 days.</p> <p>Units are quoted FOB Garsite Factory. Inland freight is additional. Freight quotes are estimated at the time of the quote. Valid and actual freight costs will be verified and charged accordingly when the equipment is ready to ship.</p> <p>Any and all taxes, if applicable, are additional. If tax exempt please provide Tax Exempt form ASAP.</p> <p>Standard units are available in 30 from acceptance order, and deposit.</p> <p>All Garsite – Progress intellectual property is protected and Garsite does not waive its right to patent.</p> </div> </div> <p>This quote is conditioned upon adherence to Garsite’s standard terms and conditions of sale as attached hereto. Any modification must be mutually agreed in a writing signed by both Garsite and customer, and such modifications may affect the pricing or other terms presented herein.</p> <div style="text-align: right; margin-top: 20px;"> <p>Mark Peterson Domestic Sales Manager Your Garsite Sales Team</p> </div>		

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## GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF ORDERS.** All orders are subject to acceptance in writing by an authorized representative of Garsite/Progress LLC ("Seller"). Orders are not accepted until accepted in writing by such authorized representative of Seller and until the down payment as requested by Seller is received in full by Seller. **BUYER'S ORDER IS ACCEPTED ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER WRITING INCONSISTENT HERewith ARE REJECTED AND SHALL NOT CONSTITUTE A PART OF THE CONTRACT.**
2. **PRICE.** Seller and Buyer agree that the price to be paid by Buyer for the equipment described on the order attached hereto (hereinafter referred to as the "Equipment") may be adjusted for cost increases experienced by Seller and agreed to by Buyer, which may increase the total price from that stated on the front hereof. The price is also subject to adjustment any change made by Buyer and approved by Seller in any of the specifications or other terms of this contract. Buyer acknowledges that a change order resulting in additional engineering time may impact the price and delivery time. All prices listed are in United States dollars.
3. **DEPOSIT.** Unless otherwise specified by Seller, Buyer shall place an agreed upon, Good-faith, non-refundable deposit prior to the order being placed. This Good-faith deposit will be written within a confirmation of order that will be signed by both the Buyer and Seller. If Seller is affected by a Force Majeure event as defined in section 13, then Seller will refund the deposit, less any expenses incurred by Seller.
4. **TAXES, FEES AND CHARGES.** The purchase price for Equipment shall be: (a) F.O.B. Garsite's facility in Kansas City, KS or such other shipping point as Seller shall designate ("shipping point"); (b) exclusive of applicable federal, state and local taxes (including sales and use taxes), excises, duties and import fees ("Taxes"), which Buyer shall pay or reimburse to Seller; (c) if the Equipment is to be made exempt from Taxes, Buyer agrees to provide Seller with such documentation as is required under relevant tax statutes, regulations, and other published authorities to substantiate the tax exempt nature of the purchase before Seller delivers sales invoices to the Buyer which omit the Taxes. Buyer further agrees that such documents will be prepared and executed in accordance with the requirements of the taxing jurisdictions which provide for exemptions from the Taxes and that Seller may rely on the Buyer's representations made therein as the basis for omitting billing of the Taxes; and (d) exclusive of freight and delivery charges, licensing expenses and insurance, all of which Buyer shall pay.
5. **PAYMENT.** Payment terms are as specified on the proposal attached hereto. Unless otherwise specified, payment is due on the Completion Date of each unit. All past due amounts shall bear interest from and after the due date thereof at the rate of twelve percent (12%) per annum. In addition, payments received more than three (3) days after the due date shall be subject to a late charge of \$10.00 for each day that such payment remains unpaid. All payments shall be made without deduction or right of setoff for any reason. Buyer shall pay all reasonable costs, attorneys' fees and expenses incurred by the Seller in pursuing collection of any past due amount or in enforcing any provision of this contract. An irrevocable letter of credit, if required, must be drawn on a US bank reasonably acceptable to Seller.
6. **COMPLETION.** The "Completion Date" is the date when the Equipment is ready for use by Buyer, whether or not Buyer takes possession of the Equipment. The Completion Date specified on the order attached hereto is approximate. The Completion Date is subject to adjustment by Seller for any change made by Buyer and approved by Seller. Buyer acknowledges that a change order or failure to provide timely any Buyer-supplied components may impact the Completion Date.
7. **BUYER SUPPLIED ITEMS.** Garsite does accept buyer supplied material
8. **SHIPMENT; RISK OF LOSS; TITLE.** See language from PAYMENT terms. The purchase price shall be FOB Seller's facility for domestic orders and FCA Seller's facility for international orders, unless otherwise specified by Seller in writing. Unless otherwise specified by Buyer, Seller shall place the Equipment in the possession of such a carrier of Seller's choice and make such a contract for its transportation as may be reasonable; having regard for the nature of the Equipment and good commercial standards, unless the equipment sold is FOB Buyer's location. Buyer shall bear all expenses paid or incurred by Seller in delivering the Equipment. For domestic shipments, risk of loss or damage (including damage resulting from weather or other acts of God) of the Equipment shall pass to Buyer at the time it is tendered for shipment. For international shipments managed by Seller risk of loss transfers at the designated port. Titles and Manufacturing Statement of Origins (MSO's) to the Equipment shall remain with Seller until full payment is received by Seller, including any late fees or interest. After thirty (30) days, Buyer shall pay a storage fee of twenty-five dollars (\$25.00) per day per piece of Equipment with Seller reserving the right to transport and deliver the goods to Buyer solely at the Buyer's expense, to include a one hundred dollar (\$100.00) transportation arrangement fee.
9. **INSPECTION UPON DELIVERY.** Buyer shall be responsible for thoroughly inspecting the Equipment upon receipt and waives any right to object to any defect or damage that would otherwise have been discoverable during a thorough inspection at such time if Buyer does not inform Seller in writing regarding such defect or damage within ten (10) days after initial receipt of the Equipment and prior to use of the Equipment.

10. LIMITED WARRANTY, DISCLAIMERS, AND LIMITATION OF LIABILITY. A. Seller warrants the Equipment manufactured by it to be free from defects in material and workmanship. Any refurbished Equipment shall conform to Pressure Vessel Code and US Department of Transportation Regulations, if applicable. For a period of one (1) year following the receipt of the Equipment or sixteen (16) months following the Completion Date, whichever is earlier (the "Warranty Period"), Seller, at its option, shall correct by repair or replacement any defect in material or workmanship in any part of a product manufactured by it, subject to the following conditions: (a) Promptly upon discovery, written notice of any such claimed defect must be given to Seller during the Warranty Period; (b) Seller shall have the right to inspect the claimed defective Equipment at such time and place as it reasonably requests; (c) If the Seller requests, the Equipment must be made available for repair within fifteen (15) days after Seller notifies Buyer of the repair procedure, but shall not be returned before such notification is given; (d) Unauthorized repairs shall void this warranty; (e) This warranty does not apply to parts requiring replacement because of natural wear and tear, or to products, accessories, parts or attachments which were not manufactured by Seller - Seller receives warranties on certain components purchased by it and passes through such warranties to Buyer, and Seller's obligation with respect to such components shall be limited to the extent of the warranties, if any, given and honored by its suppliers; (f) This warranty shall not apply if parts and/or labor are required due to accident, abuse or improper or neglected maintenance; (g) When alterations are made or parts or attachments are installed by Buyer or for him by others, this warranty shall be void and Seller shall not be responsible for such alterations or installations, or for the operation of the Equipment thereafter; (h) This warranty shall be void when Equipment is subjected to weight loads or pressures, is used on terrain for which it was not designed, or are used to contain, or is cleaned with, materials having corrosive, temperature or other characteristics for which the Equipment was not designed; (i) Seller shall not be obligated to furnish "loaners" or any compensation for rented, loaned or borrowed equipment while repair is being made under this warranty; (j) All repairs under this warranty shall be made at a mutually agreed-upon location, and Buyer must bear the risk and expense of transporting the Equipment to Seller's plant or such other designated place; (k) For warranty beyond (1) year, see the specific warranty certificates supplied with the Equipment; and (l) This warranty applies only to the original purchaser from Seller. B. The description on the front hereof does not create any warranty, express or implied. Seller may substitute any comparable component in the Equipment, and Equipment with such substituted components shall be considered in conformance with Seller's obligations under this contract. C. THE FOREGOING WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART.

11. PATENT INDEMNITY. A. In the event the Equipment furnished hereunder is claimed to infringe any United States patent issued at the time of delivery, Seller agrees, at its option: (1) to procure for Buyer the right to use the Equipment, or (2) to modify or replace the Equipment so as to avoid infringement, or (3) to accept redelivery of the Equipment and reimburse Buyer for the purchase price and any reasonable transportation expenses incurred by Buyer. Should any litigation be instituted against Buyer based on a claim that the Equipment in the condition received from Seller infringes any such United States patent, Seller will undertake the defense thereof on Buyer's behalf and pay any damages and costs awarded therein against Buyer, provided Seller is given timely written notice and is furnished with copies of all demands, process and pleadings; and provided Buyer cooperates fully in giving Seller authority, information and assistance at Seller's expense for such defense, as well as control over the defense and any negotiations with regard to settlement. THE FOREGOING REPRESENTS SELLER'S ENTIRE AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY CHARGE OF PATENT INFRINGEMENT AND IS IN LIEU OF ANY STATUTORY WARRANTY RELATING TO INFRINGEMENT. SELLER SHALL HAVE NO RESPONSIBILITY INsofar as the Equipment is modified by Buyer or is made or modified by Seller in accordance with Buyer's order, and Buyer shall wholly indemnify Seller for all damages, costs or expenses, including attorney's fees, paid or incurred by Seller in connection with any claim of infringement of a patent, copyright or trademark, trade secret, or other proprietary right, which arises out of Seller's compliance with Buyer's specifications or any modification by Buyer. SELLER SHALL ALSO HAVE NO RESPONSIBILITY WITH REGARD TO ANY SETTLEMENT, ADMISSION OR PROMISE MADE BY BUYER WITHOUT SELLER'S PRIOR WRITTEN CONSENT, NOR SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS PROFITS, CLAIMED TO HAVE BEEN SUSTAINED BY BUYER OR ANY USER OF THE EQUIPMENT ARISING OUT OF ANY CLAIM OR INFRINGEMENT. C. Seller may be entitled to indemnity from certain of its suppliers, and the rights and options vested in Seller shall extend to such suppliers and may be exercised by them.

12. NO CONSEQUENTIAL OR OTHER DAMAGES. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS, DAMAGE OR EXPENSE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO PERSONAL INJURY, LABOR COSTS OR LOSS OF PROFITS, ARISING IN CONNECTION WITH THIS CONTRACT OR WITH THE USE OF OR INABILITY TO USE THE EQUIPMENT SOLD HEREUNDER.

13. FORCE MAJEURE; EXCUSABLE DELAY. Seller shall not be liable for loss, damage, delay or failure of delivery resulting from causes or conditions beyond Seller's control, including but not limited to accidents, breakdowns, strikes, work slowdowns, sabotage, riots, insurrection, war, disease, delays, interruptions in or failure of sources to supply materials and equipment, labor and transportation,

any act of government, acts of God or public enemy, or other causes and conditions, whether or not voluntarily assumed.

14. COMPLIANCE WITH LAWS. Buyer shall be responsible for and compliance with all local, state, federal or international laws, rules or regulations in connection with the Equipment, and shall indemnify Seller from any failure to comply with any such laws, rules or regulations.

15. TRADEMARKS. Buyer warrants that any trademark Buyer requests Seller to affix to the Equipment is owned or authorized for use by Buyer.

16. CANCELLATION, MODIFICATION, SUSPENSION. Any proposed cancellation, modification, suspension, or delay in shipment by Buyer of any order or part thereof will not be accepted unless Buyer agrees to fully reimburse Seller all direct costs incurred, plus normal indirect and overhead charges, and a normal profit. No change proposed by Buyer in any specifications, terms or conditions shall be valid or binding upon Seller unless approved in writing by Seller. Seller shall have the right to cancel any accepted order without liability to Buyer if Buyer shall cease to exist, become insolvent or the subject of bankruptcy proceedings or shall commit a breach in the performance of any of its obligations hereunder.

17. ENTIRE AGREEMENT. Buyer's purchase order number, if any, shall be used solely for accounting purposes. This writing is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions thereof.

18. NOTICE. Any notice shall be considered given when deposited in the United States mail, postage prepaid, addressed to the other party at the address set forth in the order.

19. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. SEVERABILITY. If any provision, clause or part, or the application thereof under certain circumstances is held invalid, the remainder of this contract or the application of such provision, clause or part under other circumstances shall not be affected thereby.

21. SET OFF. Seller may set off any amount due from Buyer hereunder against any amount which may be due to Buyer whether or not under this contract.

22. ASSIGNMENT. Buyer shall not assign its rights under this contract or any interest therein without Seller's prior written consent. Seller shall have the right to assign its rights under this contract to any successor in interest.

23. CONTROLLING LAW; VENUE. This transaction shall be governed by, and this agreement shall be construed and enforced in accordance with the laws of the State of Kansas, excluding its conflicts of law provisions. Any disputes arising hereunder or relating to the Equipment shall be venue and brought in Circuit Court in Kansas City, KS. Each party consents to this venue and waives any objections or defenses to same.

24. SECURITY INTEREST. If financing is involved or under other circumstances if Seller so chooses, Buyer agrees to execute such further documents as Seller requests to reflect Buyer's obligation to pay the deferred portion of the price and perfect a security interest in the Equipment and/or other collateral as security for payment thereof. The Equipment shall at all times be considered personal property and shall not be deemed a fixture or a part of or an appurtenance to any building real estate or vehicle, even though attached thereto. Damage to or loss or destruction of the Equipment shall not release Buyer from its payment obligation.

25. TRADE-IN. If a trade-in is involved, Buyer shall be responsible for maintaining the equipment to be traded in the same condition as when inspected by Seller in determining the trade-in allowance. The trade-in allowance shall be adjusted, or eliminated, for any subsequent change in condition of the equipment to be traded.

26. EXPORT ADMINISTRATION REGULATIONS. Each Party acknowledges and agrees certain information and/or equipment and/or permitted users and/or destinations can be subject to U.S. export control laws and regulations under 22 C.F.R. Section 120 et seq. of the International Traffic in Arms Regulations ("ITAR"), 15 C.F.R. Section 730 et seq. of the Export Administration Regulations ("EAR"), and the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control under 31 C.F.R. Section 501 et seq. ("OFAC"), and by entering into this Agreement, the Parties agree that they will not violate any laws and/or regulations under ITAR, EAR, and OFAC, and that they will not without limitation, disclose, transfer, or export information and/or equipment identified as being subject to ITAR and EAR to third parties, including foreign persons or entities whether or not related to or affiliated with such party, and/or subcontract out any work and/or orders arising from this Agreement without first receiving express written consent from the disclosing party and as required by contract or by law, each Party may need to register with the Directorate of Defense Trade Controls. If either Party does not comply with its obligations under this paragraph or any terms specified in this Agreement such non-complying Party will indemnify, hold harmless, and defend the other party as to any violations that the noncomplying party may cause under ITAR, EAR, or OFAC, including but not limited to the payment of civil and criminal penalties, all costs and expenses and attorney's fees. Buyer further acknowledges and agrees that prior authorization from the U.S. Government may be required for the sale, transfer, and export of any equipment from the United States and any retransfer and reexport of equipment. Accordingly, Buyer acknowledges and agrees that this sale is contingent upon the U.S. Government issuing any required authorizations. Neither party shall be liable to the

other for any delay or failure to perform caused by the delay or denial of the U.S. Government to issue any required export, reexport or retransfer authorization for equipment.

## INTEROFFICE MEMORANDUM

To: Daron Hall, Tammy Nagel  
From: Kim Froman Community Development & Housing Director  
  
Date: June 21, 2023  
Subject: Creation of Ordinance NO. G-1349 Neighborhood Advisory Council

In conjunction with the City-wide clean-up efforts, the creation of the Neighborhood Advisory Council will help support these efforts and will also bring a voice from the citizens that live within these defined neighborhoods to City Staff and the Governing Body. The members of the Neighborhood Advisory Council, also referred to as the NAC, will be citizens with vested interest in their surrounding area who want to make improvements, create relationships with neighbors and support the needs of the defined neighborhood area. Members will be appointed by the Governing Body in the same manner as other City boards and those interested can apply by contacting the City Clerk.

Attached is a proposed neighborhood map that will help define neighborhood boundaries. This is for example only and is still a work in progress.

The creation of the NAC will not only help to support the City-wide clean-up efforts, but will also serve as a networking tool to connect neighbors throughout the City of Pittsburg, Kansas. There has been proven success in other cities that have adopted similar councils and we hope to see the same success with the Pittsburg Neighborhood Advisory Council.

Please place the attached Ordinance NO. G-1349 on the agenda for consideration at the June 27, 2023 Commission Meeting.

Contact me with any questions and thank you.

Kim Froman

Director of Community Development and Housing

## **ORDINANCE NO. G-1349**

**AN ORDINANCE** creating Article VII, Sections 62-166 through 62-171, in Chapter 62 of the Pittsburg City Code for the purpose of creating a Neighborhood Advisory Council, and determining the membership, duties and functions of said Neighborhood Advisory Council, also referred to as the NAC.

**WHEREAS**, the Governing Body is aware of the importance of vibrant and healthy neighborhoods to the quality of life in Pittsburg, Kansas;

**WHEREAS**, the Governing Body recognizes that citizens that live in neighborhoods have a better understanding of the particular area where they reside;

**WHEREAS**, the establishment of neighborhood boundaries within the city limits of the City of Pittsburg, Kansas is an initial step to creating the Neighborhood Advisory Council;

**WHEREAS**, the Governing Body recognizes that the creation of the Neighborhood Advisory Council will help support the city-wide clean up efforts and create a council of citizens that can access both public and private resources; and

**WHEREAS**, the Governing Body finds that a council comprised of neighborhood members providing leadership, support and information on neighborhood affairs and issues is a benefit to the neighborhoods of the City of Pittsburg, City Staff, Community Development and the Governing Body.

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

Section 1. Article VII in Chapter 62 of the Pittsburg City Code is hereby created as follows:

#### **ARTICLE VII. NEIGHBORHOOD ADVISORY COUNCIL**

##### **Sec. 62-166. Creation; Membership, Terms.**

It is hereby declared to be in the best interests of the City to create a Neighborhood Advisory Council (NAC) to be composed of twelve (12) members representing all four (4) quadrants within the city limits of Pittsburg, Kansas. The members of the NAC will be citizens with vested interest in their surrounding area who want to make improvements, create relationships with neighbors and support the needs of the defined neighborhood area. Members will be appointed by the Governing Body. Each member will be a real property owner who has been a citizen of the City of Pittsburg for more than one (1) year. Each member will serve a two (2) year term and will be eligible for reappointment for three (3) consecutive terms.

**Sec. 62-167. Election of Officers.**

The members of the NAC shall annually appoint one (1) member as Chairperson and another member as Vice-Chairperson, each of whom shall serve for one (1) year or until successors are appointed.

**Sec. 62-168. Ex-Officio Member; Secretary.**

The City Manager or his or her designee shall be an ex-officio member of the NAC and shall act as Secretary and keep notes, but shall not be entitled to vote on any matter considered by the NAC.

**Sec. 62-169. Filling of Vacancies; Removal; Quorum.**

Upon the expiration of the term of any member, the Governing Body shall either reappoint that member, or some other qualified individual to a two (2) year term of membership; provided, however, that no member shall serve more than three (3) consecutive terms. Any member may be removed by the Governing Body for failing to attend meetings of the NAC or for no longer meeting the criteria for membership. Should any member of the NAC resign, pass away, or be removed by the Governing Body, the Governing Body shall appoint some other qualified individual to serve the former member's unexpired term. Seven (7) members of the NAC shall constitute a quorum. An affirmative vote of the majority of a quorum shall be required for any action taken by the NAC.

**Sec. 62-170. Member Duties.**

The NAC shall act as a deliberative and review body representing the interests of the neighborhoods in Pittsburg, Kansas. The NAC shall serve as a primary vehicle for communication between the neighborhoods and the City of Pittsburg, Kansas. The mission of the NAC is to be the voice of all neighborhood members on public policy development to support healthy, safe and vibrant neighborhoods in the City of Pittsburg, Kansas. The NAC members may review and make recommendations on proposed City policies, programs and decision-making regarding the concerns and perceived impacts of decisions and policies upon neighborhoods.

The following are the primary responsibilities of the NAC:

- a) Education. Support current policy and provide consistent opportunity for education and resident involvement while also recruiting and retaining dedicated community members to help serve.
- b) Communication. Establish a network to connect residents and neighborhoods to address concerns and ideas and regularly communicate with elected officials and City staff.
- c) Coordination. Create opportunities to gather and build networking amongst neighbors and other neighborhoods throughout the City of Pittsburg, Kansas.
- d) Initiation. Research policy within the City of Pittsburg, Kansas and other communities to implement ideas that will create change and growth within the neighborhoods and recommend policy change when necessary.



**Sec. 62-171. Operational Processes; Meeting Frequency; Annual Report**

The NAC may adopt, define and amend its operational processes, in writing, and shall submit to the City Clerk. The NAC shall meet at least quarterly at a time and place as fixed by the chairperson. Special meetings may be called by the chairperson or, in his or her absence, the vice-chairperson. The City Manager or his or her designee may call a meeting if exigent circumstances require timely action by the council. The chairperson, without a formal meeting of the NAC and upon consulting with the other members, may provide a formal response of “No comment” if a response from the council is requested.

The NAC shall prepare an annual report in March of each year. The NAC Chairperson will present the annual report to the City Commission to review the accomplishments and goals of the NAC. Following such a review, if the Governing Body finds it is in the best interest of the City of Pittsburg, Kansas, the NAC may be dissolved by ordinance.

Section 2. This Ordinance shall take effect upon its passage and publication in the official city newspaper.

PASSED and APPROVED this \_\_\_\_ day of June, 2023.

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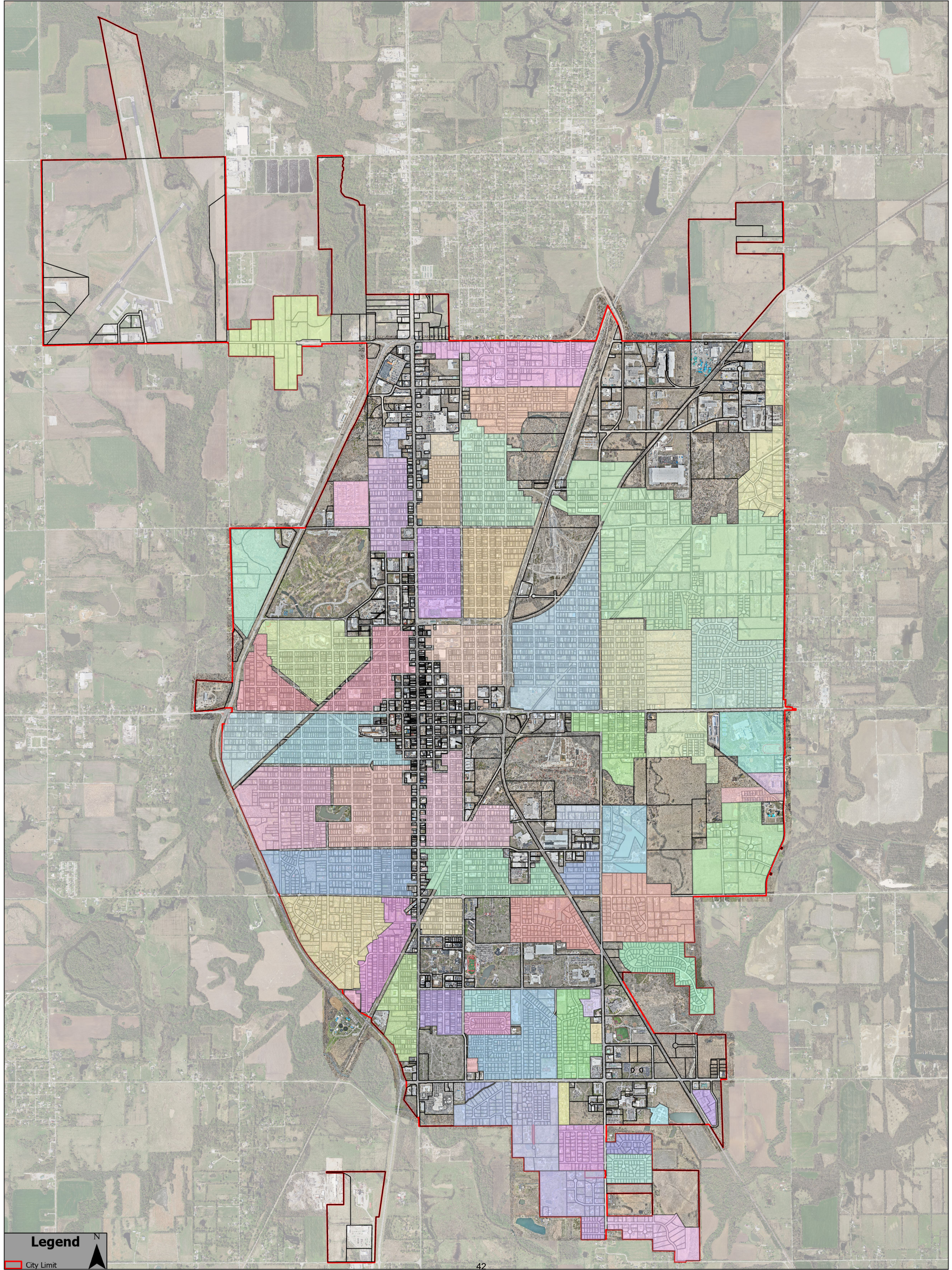
Mayor, Ron Seglie, MD

ATTEST:

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City Clerk





Legend

City Limit

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