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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, December 13, 2016**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

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

**CONSENT AGENDA:**

- a. Approval of the November 22, 2016, City Commission Meeting minutes.
- b. Approval of the 2017 dues to the League of Kansas Municipalities in the amount of \$8,451.22.
- c. Approval of the applications submitted by Pete's of Erie, Inc. dba Pete's #13 (4002 North Broadway), Pete's of Erie, Inc. dba Pete's #21 (1711 North Broadway), Pete's of Erie, Inc. dba Pete's #7 (1307 South Broadway), Pizza Hut #1652 (102 East Quincy), Sodexo (302 East Cleveland), Commodore Barry Corporation dba Knights of Columbus (407 East 11th Street), DLD Enterprises, LLC dba Pitt Stop (902 South Joplin), Bo's 1 Stop (1116 West 4th Street), and Snak Atak #5 (1101 East 4th Street) to sell Cereal Malt Beverages for the year 2017 and direct the City Clerk to issue the licenses.
- d. Approval of the Farm Lease between the City of Pittsburg and Mr. Kenneth Biancarelli for the lease of all of the tillable and grass land in Tracts 3, 4A, 4B, 4C, 4D, 5, 6, and 7, as shown in Exhibit A, located at the Atkinson Municipal Airport for a term of one (1) year beginning January 1st, 2017 and ending December 31st, 2017, in the amount of \$11,935.00.
- e. Approval of Agreement No. 006173006 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 #423126B) on Atkinson Road 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.

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, December 13, 2016**  
**5:30 PM**

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- f. Approval of staff recommendation to appoint Andra Stefanoni to her first four-year term as a member of the Memorial Auditorium Advisory Board, effective January 1, 2017 and to expire December 31, 2020.
- g. Approval of the Economic Development Advisory Committee's recommendation to forgive \$3,000 of the Southeast Kansas Recycling Center's 2016 loan payment, as they have fully complied with the City's requirement for loan forgiveness and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.
- h. Approval of Change Order No. 2 reflecting an increase of \$11,655.00, making a new contract construction amount of \$115,157.50, and final payment of \$58,552.00 to Treiber Finishing, of St. Paul, Kansas, for the Concrete Repair 2016 Project (Norris Drive, Knollview Street, Pearl Street and Ohio Street).
- i. Approval of staff recommendation to award the bid for the purchase of Ready Mix Cement/Flowable Fill for a period of January 1st through December 31st, 2017 with the option to renew the contract for two (2) additional one (1) year periods to the low bidder based on local bidder's preference, American Concrete Co., Inc., of Pittsburg, based on their low bids of \$87.80 per cubic yard for 3500 psi concrete, \$89.90 per cubic yard for 4000 psi concrete, \$100.60 per cubic yard for High Early Strength Concrete, \$66.60 per cubic yard for Flowable Fill, \$5.00 per cubic yard for Hot Water, and \$5.00 per cubic yard for 2% Calcium Chloride and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.
- j. Approval of staff recommendation to award the bid for the purchase of HM-4 Flint Chat, AB-3 Limestone Rock and 3/4 Clean Rock for a period of January 1st through December 31st, 2017 with the option to renew the contract for two (2) additional one (1) year periods to the low bidders meeting specs, Bingham Sand & Gravel Co., Inc., of Baxter Springs, based on their low bid of \$11.75 per ton for HM-4 Flint Chat and Kunshek Chat & Coal, Inc., of Pittsburg, based on their low bid of \$7.69 per ton for AB-3 Limestone Rock and \$10.54 per ton for 3/4 Clean Rock and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, December 13, 2016**  
**5:30 PM**

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- k. Approval of staff recommendation to award the bid for the purchase of Unleaded Gasoline and Diesel Fuel for a period of January 1st through December 31st, 2017 with the option to renew the contract for two (2) additional one (1) year periods to Ozark Mountain Energy, Inc., of Mt. Vernon, Missouri, with a cost above the base price of \$0.0003 per gallon for both Unleaded and Diesel Fuel for the Central Fuel Station Tanks, and to Producers Coop Association, of Girard, Kansas, with a cost above the base price of \$0.1000 per gallon for both Unleaded and Diesel Fuel for the Miscellaneous Small Off-Road fuel tanks and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.
  
- l. Approval of staff recommendation to award the bid for the purchase of chemicals for use by the Wastewater Treatment Plant for a period of January 1st through December 31st, 2017 with the option to renew the contract for two (2) additional one (1) year periods to the low bidders meeting specs, US Lime Company - St. Clair, of Marble City, Oklahoma, based on their bid of \$183.69 per ton for Lime (Calcium Hydrate) and Polydyne, Inc., of Riceboro, Georgia, based on their bid of \$0.894 per pound for Polymer and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.
  
- m. Approval of staff recommendation to award the bid for the purchase of chemicals for use at the Water Treatment Plant for the period of January 1st through December 31st, 2017 with the option to renew the contract for two (2) additional one (1) year periods to the low bidders meeting specs, Lime (Calcium Oxide) to US Lime Company - St. Clair, Marble City, Oklahoma, for \$177.75 per ton; Liquid Chlorine to Brenntag Southwest, Inc., of Nowata, Oklahoma, for \$33.90 per 100 pounds; Liquid Polymeric Phosphate to Carus Group, Inc., of Peru, Illinois, for \$0.493 per pound; Soda Ash to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$22.90 per 100 pounds; Aluminum Sulfate to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$37.65 per 100 pounds; Polymer to Polydyne, Inc., of Riceboro, Georgia, for \$0.370 per pound; and Liquid Carbon Dioxide to Airgas USA, LLC, of Pittsburg, for \$115.00 per ton and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, December 13, 2016**  
**5:30 PM**

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- n. Approval of staff recommendation to award the bid for Directional Drilling of Water Line Pipe for the period of January 1st through December 31st, 2017 with the option to renew the contract for two (2) additional one (1) year periods to the low bidder, Jim Radell Construction Co., Inc., of Pittsburg, based on their bid of \$10.00 per linear foot for 3/4" Water Pipe; \$10.00 per linear foot for 1" Water Pipe; \$10.00 per linear foot for 2" Water Pipe; \$10.00 per linear foot for 4" Water Pipe; \$16.00 per linear foot for 6" Water Pipe; \$18.50 per linear foot for 8" Water Pipe; \$22.50 per linear foot for 10" Water Pipe; \$27.00 per linear foot for \$12" Water Pipe; and \$38.50 per linear foot for 16" Water pipe and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.
  
- o. Approval of staff recommendation to award the bid for Sanitary/Storm Sewer Line Deep Repairs for the period of January 1st through December 31st, 2017 with the option to renew the contract for two (2) additional one (1) year periods to the low bidder meeting specs, Jim Radell Construction Co., Inc., of Pittsburg, based on their bid of \$110.00 per hour for Backhoe & Operator; \$135.00 per hour for Excavator & Operator; \$70.00 per hour for Dump Truck & Operator; \$45.00 per hour for Truck; \$40.00 per hour for Labor; \$48.00 per job for Supervisor; total of \$290.00 per Crew Hour and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.
  
- p. Approval of staff recommendation to award the 2016 Sanitary Sewer Rehab Project to SAK Construction, LLC, of O'Fallon, Missouri, based on their low bid meeting specifications of \$229,638.50, and authorization for the Mayor and City Clerk to execute the contract documents once prepared.
  
- q. Approval of the Appropriation Ordinance for the period ending December 13 2016 subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, December 13, 2016**  
**5:30 PM**

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**PUBLIC HEARINGS:**

- a. PROPERTY TAX ABATEMENT – MILLER’S INC. – The City of Pittsburg advertised for a Public Hearing to be held on December 13, 2016, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, to consider the request submitted by Miller’s Inc., for a tax exemption for ten years. **Following the Public Hearing, approve or disapprove request and, if approved, direct the preparation of the necessary Ordinance.**
  
- b. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CLOSE OUT - The City of Pittsburg advertised for a Public Hearing to be held on December 13, 2016, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, for the purpose of allowing public input concerning the close-out of the Community Development Block Grant (CDBG) which was used to purchase a 2016 urban brush truck for use by the Pittsburg Fire Department. **Following the Public Hearing, approve or disapprove the close-out documents for the Community Development Block Grant and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**
  
- c. 2016 BUDGET AMENDMENT - The City advertised for a Public Hearing to be held on Tuesday, December 13, 2016, at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, located at 201 North Pine, to hear and answer objections of taxpayers relating to the proposed amended use of funds in the 2016 budget. **Following the Public Hearing, approve or disapprove the amended use of funds.**

**SPECIAL PRESENTATION:**

- a. Amy Hite, chairman of the Active Transportation Advisory Board, will present their annual report to the City Commission.

**CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, December 13, 2016  
5:30 PM**

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**NON-AGENDA REPORTS & REQUESTS:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
November 22<sup>nd</sup>, 2016

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A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, November 22<sup>nd</sup>, 2016, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor John Ketterman presiding and the following members present: Michael Gray, Jeremy Johnson, Chuck Munsell and Monica Murnan.

Mayor Ketterman led the flag salute.

APPROVAL OF MINUTES – NOVEMBER 8<sup>th</sup>, 2016 - On motion of Gray, seconded by Johnson, the Governing Body approved the November 8<sup>th</sup>, 2016, City Commission Meeting minutes as submitted. Motion carried.

CEREAL MALT BEVERAGE LICENSE RENEWALS – On motion of Gray, seconded by Johnson, the Governing Body approved the applications submitted by The City of Pittsburg (Four Oaks Golf Course and Lincoln Park), Walmart #72 (2710 North Broadway), Walmart #5791 (1011 East Centennial), Walmart #5791 Fuel Station (1015 East Centennial), Casey's General Store #2893 (2912 North Broadway), Casey's General Store #2961 (612 South Broadway), Casey's General Store #2962 (434 West 4th Street), Horton's Pizza Plus (1601 East 4th Street), Walgreens #09049 (1911 North Broadway) and Ron's Supermarket (310 East Centennial) to sell Cereal Malt Beverages for the year 2017 and directed the City Clerk to issue the licenses. Motion carried.

REAPPOINTMENTS – DOWNTOWN ADVISORY BOARD – On motion of Gray, seconded by Johnson, the Governing Body approved staff recommendation to reappoint RuthEllen Simpson, Brad Snow and Kala Spigarelli to second two-year terms as members of the Downtown Advisory Board effective January 1, 2017, and to expire on December 31, 2018. Motion carried.

REAPPOINTMENTS – MEMORIAL AUDITORIUM ADVISORY BOARD – On motion of Gray, seconded by Johnson, the Governing Body approved staff recommendation to reappoint Mike Lewark, Pam Henderson and Mary Polfer to first four-year terms as members of the Memorial Auditorium Advisory Board effective January 1, 2017, and to expire on December 31, 2020. Motion carried.

REAPPOINTMENTS – ACTIVE TRANSPORTATION ADVISORY BOARD – On motion of Gray, seconded by Johnson, the Governing Body approved staff recommendation to reappoint Stacey Bacon, Lou Ann Colyer and Dick Horton to second four-year terms as members of the Active Transportation Advisory Board effective January 1, 2017, and to expire on December 31, 2020. Motion carried.

REAPPOINTMENTS – ECONOMIC DEVELOPMENT ADVISORY COMMITTEE – On motion of Gray, seconded by Johnson, the Governing Body approved staff recommendation to reappoint Marty Beezley, Jim Hoskins and Jeff Poe to second three-year terms as members of the Economic Development Advisory Committee (EDAC) effective January 1, 2017, and to expire on December 31, 2019. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
November 22<sup>nd</sup>, 2016

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APPOINTMENT/REAPPOINTMENTS – AIRPORT ADVISORY COMMITTEE – On motion of Gray, seconded by Johnson, the Governing Body approved staff recommendation to appoint Robert Downing to a first term and reappoint Ron Close, Jesse Hudson, and Michael Tribelhorn to second terms as members of the Airport Advisory Committee effective January 1, 2017 and to expire December 31, 2019. Motion carried.

APPOINTMENTS – BUILDING CODE BOARD OF APPEALS/BUILDING TRADE REVIEW BOARD – On motion of Gray, seconded by Johnson, the Governing Body approved staff recommendation to appoint Brian Coomes (Professional Engineer), Paul Stewart (Architect), Paul Chappell (Building Contractor) and Shannon Nicklaus (Licensed Mechanical Master) to a first four-year term effective January 1, 2017 and to expire December 31, 2020 and Brent Linder (Licensed Master Electrician), Bob Norris (Licensed Master Plumber) and Bill Warlop (Lay Member) to a first three-year term effective January 1, 2017 and to expire December 31, 2019, as members of the Building Code Board of Appeals/Building Trade Review Board. Motion carried.

APPOINTMENT/REAPPOINTMENT – LAND BANK BOARD OF TRUSTEES – On motion of Gray, seconded by Johnson, the Governing Body approved staff recommendation to appoint Troy Graham (County employee) to a first three-year term and Kayla Spigarelli (legal professional) to a second three-year term as members of the Land Bank Board of Trustees effective January 1, 2017 and to expire December 31, 2019. Motion carried.

APPROPRIATION ORDINANCE – On motion of Gray, seconded by Johnson, the Governing Body approved the Appropriation Ordinance for the period ending November 22<sup>nd</sup>, 2016, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Gray, Johnson, Ketterman, Munsell and Murnan. Motion carried.

PUBLIC HEARING - ADOPTION OF REVISED NEIGHBORHOOD REVITALIZATION PLAN – Following Public Hearing, on motion of Gray, seconded by Murnan, the Governing Body adopted the revised Neighborhood Revitalization Plan, adopted Resolution No. 1194 authorizing and directing the execution of an Interlocal Agreement with Crawford County and the Unified School District #250, adopted Ordinance No. S-1040 adopting the Neighborhood Revitalization Plan and designating a Neighborhood Revitalization Area, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

SPECIAL PRESENTATION - PUBLIC SAFETY SALES TAX UPDATE - Finance Director Jamie Clarkson and Assistant Finance Director Stacie Perry provided an update on the Public Safety Sales Tax.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
November 22<sup>nd</sup>, 2016

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REVOLVING LOAN FUND REQUEST - 210 EAST 4th STREET - On motion of Murnan, seconded by Johnson, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant the request submitted by Larry and Sookie Fields to use funds from the Revolving Loan Fund (RLF) to cover 10% of the renovation cost of the former Frisco Freight Depot, located at 210 East 4th Street, with the City's portion not to exceed \$20,000, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

Commissioner Murnan inquired if the City's portion would be a grant or a loan to Mr. and Mrs. Fields. Director of Economic Development Blake Benson stated that the City's portion would be a loan to Mr. and Mrs. Fields.

ECONOMIC DEVELOPMENT SERVICES AGREEMENT – On motion of Murnan, seconded by Johnson, the Governing Body approved the Economic Development Services Agreement, including Exhibit "A", between The Pittsburg Area Chamber of Commerce and The City of Pittsburg in which the Chamber will perform the services related to the location and retention of industrial, manufacturing and retail businesses in the City in the amount of \$45,000, for the year beginning January 1, 2017, and expiring December 31, 2017, and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried with Ketterman and Munsell voting in opposition.

BUSINESS DEVELOPMENT AND INNOVATION SERVICES AGREEMENT – On motion of Murnan, seconded by Johnson, the Governing Body approved the Business Development and Innovation Services Agreement between Pittsburg State University (PSU) and The City of Pittsburg in which PSU will provide support to the City to effectively help create and attract new businesses, industries and manufacturing concerns to the City, as well as more effectively promote the expansion and growth of existing businesses and industries already located in the City, in the amount of \$50,000, for the year beginning January 1, 2017, and expiring December 31, 2017, and authorized the Mayor to sign the agreement on behalf of the City. Motion carried with Munsell voting in opposition.

ORDINANCE NO. G-1265 – On motion of Gray, seconded by Johnson, the Governing Body adopted Ordinance No. G-1265, amending Sections 62-41 and 62-101 of the Pittsburg City Code to provide that the members of the Planning Commission and the Board of Zoning Appeals shall be the same persons and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

APPOINTMENT/REAPPOINTMENT - PLANNING COMMISSION AND BOARD OF ZONING APPEALS – On motion of Murnan, seconded by Johnson, the Governing Body approved staff recommendation to reappoint Bob Gilmore to a second three-year term and Mike Wilber to a first three-year term as a member of the Planning Commission and Board of Zoning Appeals effective January 1, 2017 and to expire on December 31, 2019. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
November 22<sup>nd</sup>, 2016

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DATE FOR SECOND CITY COMMISSION MEETING IN DECEMBER – It was the consensus of the Governing Body to hold the second City Commission Meeting in December on December 27<sup>th</sup>, 2016, as scheduled.

NON-AGENDA REPORTS AND REQUESTS – SURPLUS EQUIPMENT DECLARATION – On motion of Gray, seconded by Murnan, the Governing Body approved the request of Fire Chief Mike Simons to declare a skid unit and rescue equipment as surplus and authorized the Fire Department to donate the pieces of equipment to the City of Scammon, Kansas, and further authorized the Mayor to sign a Release and Hold Harmless Agreement on behalf of the City. Motion carried.

ADJOURNMENT: On motion of Gray, seconded by Murnan, the Governing Body adjourned the meeting at 6:30 p.m. Motion carried.

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John Ketterman, Mayor

ATTEST:

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Tammy Nagel, City Clerk



**City Clerk**  
201 West 4<sup>th</sup> Street  
P.O. Box 688  
Pittsburg, Kansas 66762

620-231-4100  
[www.pittks.org](http://www.pittks.org)

## Interoffice Memorandum

**TO:** Daron Hall, City Manager  
**FROM:** Tammy Nagel, City Clerk  
**DATE:** December 6<sup>th</sup>, 2016  
**SUBJECT:** Agenda Item – December 13<sup>th</sup>, 2015  
2017 Dues & Subscriptions - League of Kansas Municipalities

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The City has received notification from the League of Kansas Municipalities that our Dues and Subscriptions for 2017 are due in the amount of \$8,451.22. This amount is up \$1,077.41 over the dues paid for 2016 in the amount of \$7,373.81.

In the information provided by the League of Kansas Municipalities, the fluctuation in yearly dues is attributed to the city's population and assessed valuation, along with the addition of a base charge.

Governing Body action needed is the approval of 2017 Dues and Subscriptions to the League of Kansas Municipalities in the amount of \$8,451.22.

If you have any questions or require additional information, please let me know.

December 1, 2016

Dear City Official,

Thank you for your membership in the League of Kansas Municipalities. Our long-standing association provides our 591 member cities and 64 member counties with a unified voice in matters of local government. We are honored so many cities and counties agree there is great value in belonging to the League.

Enclosed please find the dues billing for your League membership. This represents the dues required of your city or county for 2017. As in the past, a member city's dues are built on a per capita charge and an assessed valuation charge. This year, you will also find a base charge for all members. This marks the first time since 2002 that any change has been made in the League's dues structure (and, those changes were made to adjust the distribution of dues, not the amount raised from dues). A member county's dues are built on a per capita charge and a base fee. In making these adjustments, the Governing Body was guided by the principles of sustainability, simplicity, and flexibility.

In October, the Convention of Voting Delegates adopted this bylaws change at the Annual Conference, creating a tiered base charge. For Cities of the First Class, the base charge will be a 15% surcharge of their combined per capita and assessed valuation charges that currently comprise a city's dues. Cities of the Second Class and counties will have a base charge of \$475, and Cities of the Third Class will have a base charge of \$250.

Before recommending this change, the Governing Body first looked to staff for budget reductions. As such, we have strived to minimize operations costs, and in the past two budget cycles we have realized \$57,000 in annual savings. We continue to review programs, services and staff positions to identify those relevant to best meet the needs of the membership and achieve the Governing Body's Strategic Plan.

Also enclosed you will find the new *2017 League Member Services Brochure*, which outlines the key League services available to you as a League member city or county. We would urge you to take advantage of these services.

Having undertaken our first satisfaction survey of members, the results show that you see League services as valuable. Whether it is legal consultation, legislative advocacy, training and education,

or publications, the League is meeting and exceeding most of your expectations. However, you should always feel free to let us know how we can improve the services we are providing, or to make suggestions about new League services that your city or county would find desirable.

It is always a pleasure to be able to serve the cities and counties of Kansas, and to work with you to ensure the very best environment possible for the citizens we all serve. Should you have any questions or comments concerning your dues, please feel free to contact me directly at [esartorius@lkm.org](mailto:esartorius@lkm.org), or Rynae Plue, Finance and Human Resources Manager, at [rplue@lkm.org](mailto:rplue@lkm.org).

On behalf of the Governing Body and all of us at the League, thank you for your participation. We value you standing with the other cities and counties of Kansas. Should you ever have any questions, suggestions or comments, please contact me at the email above or (785) 354-9565. We look forward to many more years of this mutually beneficial partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "Erik Sartorius". The signature is written in a cursive, flowing style.

Erik Sartorius  
Executive Director



300 SW 8th Avenue, Suite 100, Topeka, KS 66603

**Bill To**

City of Pittsburg  
 201 W 4th St  
 PO Box 688  
 Pittsburg, KS 66762-0688

**2017 Dues & Subscriptions**

**Date**

**Invoice #**

12/1/2016

17-20

**Due Date**

1/31/2017

Qty	Description	Rate	Amount
1	2017 City Membership Dues - Assessed Valuation and Per Capita Charge	7,088.02	7,088.02
1	2017 City Membership Dues - Base Fee	1,063.20	1,063.20
15	2017 Subscription to the Kansas Government Journal	20.00	300.00

**Total** \$8,451.22

**Payments/Credits** \$0.00

**Balance Due** \$8,451.22

**E-mail**

rplue@lkm.org

**Phone #**

785-354-9565

**Web Site:**

www.lkm.org



DEPARTMENT OF PUBLIC WORKS

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** CAMERON ALDEN  
Director of Public Works

**DATE:** December 6, 2016

**SUBJECT:** Agenda Item – December 13, 2016  
Lease of Farm Lands at the Atkinson Municipal Airport

---

The City has received a lease between the City of Pittsburg and Mr. Kenneth Biancarelli for farm lands located at the Atkinson Municipal Airport. The lease is for all of the tillable and grass land of Tracts 3, 4A, 4B, 4C, 4D, 5, 6 and 7 as shown in Exhibit A of the agreement. The term of the lease for Tracts 3, 4A, 4B, 4C, 4D, 5, 6 and 7 is for one (1) year beginning January 1<sup>st</sup>, 2017 and ending December 31<sup>st</sup>, 2017. The Lessee agrees to pay the City a yearly rental of \$11,935.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 13<sup>th</sup>, 2016. Action necessary will be approval or disapproval of this lease and, if approved, direct the Mayor to sign the lease on behalf of the City of Pittsburg.

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

Attachment: Lease and Exhibit A

## FARM LEASE

THIS LEASE OF FARM LAND (the "Lease"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the Lessor, and Kenneth Biancarelli, hereinafter called the Lessee.

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

WITNESSETH, that for and in consideration of the rents, covenants and agreements hereinafter contained, said Lessor does hereby rent, let and lease unto said Lessee all the tillable land and grass land in Tracts 3, 4A, 4B, 4C, 4D, 5, 6, and 7 on Exhibit A for and on the terms set forth herein below.

### TERMS

Lessee to rent Tracts 3, 4A, 4B, 4C, 4D, 5, 6, and 7 for a term of one (1) year beginning on January 1, 2017 and ending on December 31, 2017. The Lessee agrees to pay the Lessor an annual rental of \$11,935.00. Rent shall be due and payable on January 1, 2017.

### USE OF PREMISES

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

### TERMINATION

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

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

### PROHIBITIONS ON USE

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

### INGRESS AND EGRESS

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

### PESTICIDES / HERBICIDES

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

### LIABILITY INSURANCE

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

### HOLD HARMLESS / INDEMNIFICATION

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

AMENDMENTS

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

MAINTENANCE

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

FARMING COSTS

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

TRESPASSING

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

INDEPENDANT PARTIES

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

ASSIGNMENT

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

PARTIES BOUND

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

ENTIRE AGREEMENT

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

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

KANSAS LAW

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

DUPLICATE COPIES

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

NOTICES

LESSOR:

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

LESSEE:

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

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

LESSOR:

THE CITY OF PITTSBURG, KANSAS

\_\_\_\_\_  
John Ketterman, Mayor

ATTEST:

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

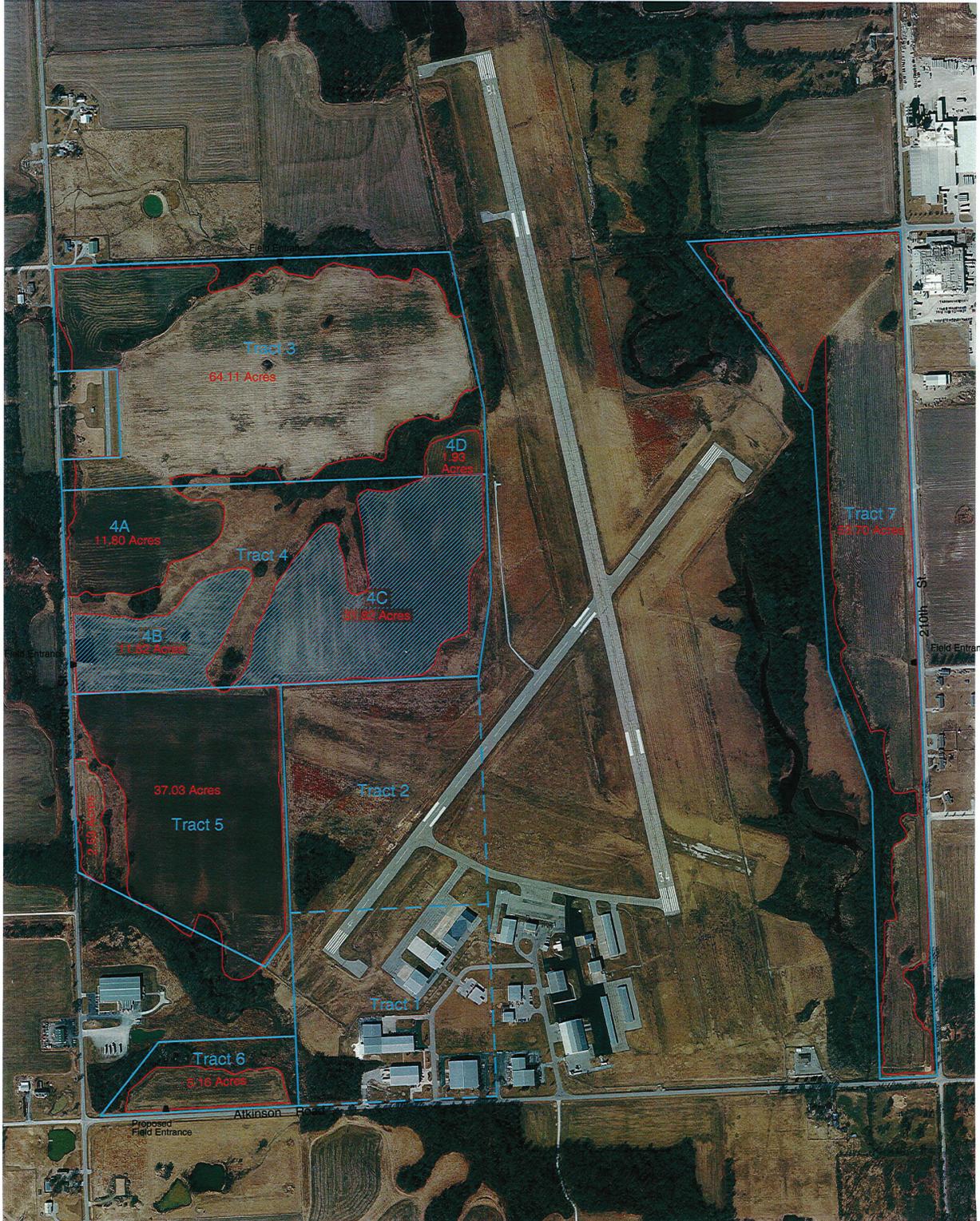
LESSEE:

KENNETH BIANCARELLI

\_\_\_\_\_  
Kenneth Biancarelli



# AIRPORT LEASED FARM FIELDS EXHIBIT "A"





DEPARTMENT OF PUBLIC WORKS

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** CAMERON ALDEN  
Director of Public Works

**DATE:** December 7, 2016

**SUBJECT:** Agenda Item – December 13, 2016  
South Kansas and Oklahoma Railroad Company Crossing Signals  
and Gates Crossing Surface on East Atkinson Road approximately  
1,265 feet west of Free Kings Highway  
Project No. 19 X-2980-01; HSIP-X298 (001)

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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 #423126B) on East Atkinson Road. 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, December 13<sup>th</sup>, 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

CA:alh

**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. 006173006 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 Atkinson Road in the City known as Project No. 19 X-2980-01; HSIP-X298(001).

Passed by the City Commission this 13<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
MAYOR – John Ketterman

ATTEST:

\_\_\_\_\_  
CITY CLERK – Tammy Nagel

(SEAL)

Agmt. No. 006173006

**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-2980-01  
HSIP-X298(001)  
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 #423126B) on Atkinson Road in the City of Pittsburg, Crawford County, Kansas, said project to be known and designated as Project No. 19 X-2980-01; HSIP-X298(001) and more particularly described as follows:

at the intersection of Atkinson Road and the Company's tracks approximately 1200 feet west Northeast 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 crossing surface and at its own cost and expense will maintain the signals and gates and crossing surface 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.

RICHARD CARLSON  
INTERIM SECRETARY OF  
TRANSPORTATION  
DIRECTOR OF KANSAS TURNPIKE  
AUTHORITY

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

SOUTH KANSAS AND OKLAHOMA  
RAILROAD COMPANY

BY:           *Arthur Co*            
TITLE:           *VP of Engineering*          

ATTEST:

THE CITY OF PITTSBURG

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
PRESIDENT OF GOVERNING BODY

# 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

<b>PROPOSAL SUBMITTED TO:</b> South Kansas & Oklahoma Railroad	<b>PHONE :</b> (316) 261-6161	<b>DATE:</b> August 15, 2016
<b>STREET:</b> 123 N. Depot Street	<b>JOB NAME:</b> Atkinson Road	
<b>CITY, STATE and ZIP CODE:</b> Cherryvale, KS 67335	<b>JOB LOCATION:</b> Pittsburg, KS (423 126 B)	
<b>CONTACT:</b> Anthony Cox - WATCO	<b>JOB NUMBER:</b> RRP-435	

RE: KS DOT Project 19 X-2980-01

We hereby submit specifications and a proposal for:

RRP-435, Atkinson Road, Pittsburg, KS (423 126 B)

A new automatic 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. The existing AC meter service will be updated for this new signal system. Guardrail for signal assemblies has also been included in the proposed price. After the installation of the signal system is complete, dress stone and grass seed will be placed as needed to properly finish the installation. All required tests and documentation will be performed before the system is placed into operational service.

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: \$201,372.00

Two Hundred One Thousand, Three Hundred Seventy-Two Dollars and 00/100 (\$201,372.00) including an estimated sales tax of 9.250%

The price breakdown is as follows:

Signal Material (w/ Handling) :	\$118,958.00
Labor w/ Expenses:	\$43,440.00
Equipment:	<u>\$21,924.00</u>
Total Sell Price	\$184,322.00
Sales Tax 9.25% (Est.)	<u>\$17,050.00</u>
 Grand Total w/ Est. Tax	 <u>\$201,372.00</u>

Continued on next page

# PROPOSAL

RRP-435, Atkinson Road, Pittsburg, KS (423 126 B) - 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-435, Atkinson Road, Pittsburg, KS (423 126 B) - 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.	1	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
GUARD RAIL - 1/2 CIRCLE	2	EA
BOND, TAB STYLE 3/16" x 7-1/2"	75	EA
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

# **LONE STAR RAILROAD CONTRACTORS, INC.**

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

August 11, 2016

Bid # OK1457

Mrs. Teri Kinyon  
**Watco Companies, LLC**  
315 West 3<sup>rd</sup>  
Pittsburg, KS 66762  
Email: tkinyon@watcocompanies.com

Dear Mrs. Kinyon:

Lone Star Railroad Contractors, Inc. proposes to furnish all materials, equipment, labor, tools, supervision, insurance and taxes to perform crossing work on Atkinson Road, DOT# 423126B, 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 this crossing using #1 relay quality welded 115# rail and OTM, new 7"x9"x10' treated hardwood crossties, 5 each new 7"x9"x10' treated hardwood crossties off each end of the crossing, and surface using new clean crushed ballast.
4. Install one each 48' – 115# pre-cast concrete crossings.
5. Install asphalt for vehicular approaches.
6. Install advanced warning signs and pavement markings.

**Equipment and Labor ..... \$28,357.00.**  
**Pavement Markings/Advanced Warning Signs ..... \$ 4,280.00.**  
**Road Closure ..... \$ 3,200.00.**  
**Material ..... \$22,065.00.**

**Total cost of the above work is ..... \$57,902.00.**

**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**

Mrs. Teri Kinyon  
**Watco Companies, LLC**  
Bid # OK1457  
August 11, 2016  
Page 2

**Material Recap:**

Rail – 3 NT – 115#.....	\$ 2,845.00
Tie plates – 60 EA.....	\$ 600.00
Spikes – 4 KG.....	\$ 320.00
Rail anchors – 120 EA.....	\$ 240.00
Ballast – 50 NT.....	\$ 1,700.00
Switchties – 7"x9"x10' – 40 EA.....	\$ 3,200.00
Concrete panels – 115# - 48'.....	\$10,320.00
Welds – 6 EA - 115#.....	\$ 1,080.00
HMAC – 22 NT.....	\$ 1,760.00

Prices quoted are based on straight-time, non-union labor, and are good for 90 days. After 90 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

JH/sh

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**

## 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,

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.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, 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 Federal 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 Federal 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.

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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

## INTEROFFICE MEMORANDUM

To: Daron Hall, City Manger  
From: Jeff Wilbert, Memorial Auditorium General Manager  
CC: Tammy Nagel, City Clerk  
Kim Vogel, Director of Parks and Recreation  
Date: December 6, 2016  
Subject: December 13, 2016 Agenda Item  
Memorial Auditorium Advisory Board Appointment

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Memorial Auditorium & Convention Center staff is requesting City Commission approval to appoint Andra Sefanoni to her first four-year term to the Memorial Auditorium & Convention Center Advisory Board replacing John Kutz who did not opt to serve a second term. Mrs. Stafanoni has been an active participant in Pittsburg Community Theatre and this year she was the project coordinator for Memorial Auditorium's 1<sup>st</sup> Annual Bridal Crawl. She has provided a letter stating her interest to serve on the board.

In this regard, please place an item on the agenda for the City Commission meeting on December 13, 2016. Action requested is the approval or disapproval of Andra Stefanoni to her first four-year term on the Memorial Auditorium & Convention Center Advisory Board beginning on January 1, 2017 and expiring on December 31, 2020.

Dec. 5, 2016

Dear Commission and Memorial Auditorium Board;

Please let this serve to express my official interest in being appointed a member of the board for Memorial Auditorium & Convention Center.

From the time I was a child, I have recognized it as an important fixture in our community and a vibrant center for the downtown area. I have wonderful memories of attending events with parents at Memorial, and continue to make such memories today by attending and performing in events now that I'm a parent.

I would be honored to serve on the board to ensure Memorial remains a vibrant center, especially at such an important time our community's growth and development.

Feel free to reach out to me by phone or email at any time with questions.

Sincerely,

Andra Stefanoni  
620-249-6040  
andra.stefanoni@gmail.com



## Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: December 7, 2016

SUBJECT: December 13, 2016 Agenda Item  
Southeast Kansas Recycling Center, Inc. forgivable loan

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On October 29, 2009, the City of Pittsburg provided a \$60,000 loan to Southeast Kansas Recycling Center, Inc. to help with various improvements to the organization's facility at 615 South Joplin Street.

Additionally, the City agreed to forgive \$3,000 of each year's loan payment if Southeast Kansas Recycling continued to operate a household hazardous waste facility in Pittsburg each subsequent year over the ten-year life of the loan. The Economic Development Advisory Committee (EDAC) recently verified that Southeast Kansas Recycling continued this function in 2016, thereby satisfying this requirement for forgiveness.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 13, 2016. Action being requested is granting Southeast Kansas Recycling Center loan forgiveness in the amount of \$3,000 for their 2016 payment.



DEPARTMENT OF PUBLIC WORKS

(620) 231-4170

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** CAMERON ALDEN  
Director of Public Works

**DATE:** December 5, 2016

**SUBJECT:** Agenda Item – December 13, 2016  
Final Payment and Change Order No. 1  
2016 Concrete Repair  
(Norris Drive, Knollview Street, Pearl Street, Ohio Street)

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The contractor, Treiber Finishing, of St. Paul, Kansas, has completed all work on the above-referenced project and is now requesting final payment. They have also submitted for consideration Change Order No. 2 reflecting an increase of \$11,655.00. This change order is for quantity adjustments. This will bring the total project cost to \$115,157.50 and make final payment to Treiber Finishing in the amount of \$58,552.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 13<sup>th</sup>, 2016. Action necessary will be approval or disapproval of Change Order No. 2 and for final payment to Treiber Finishing.

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

Attachment: Final Payment Documents  
Change Order No. 2



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

PROJECT: Concrete Repair 2016 (Norris Drive, Knollview Street, Pearl Street and Ohio Street)

CONTRACTOR: Treiber Finishing  
302 Third Street  
St. Paul, KS 66771

Pay Application No. Final  
Date: November 14, 2016

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	CHANGE QUANTITY	UNIT	UNIT COST	NEW CONTRACT AMOUNT	UNIT COMPLETE	VALUE	
1	Mobilization	1	L.S.	\$ 1,200.00	\$ 1,200.00					1 L.S.	\$ 1,200.00	
2	Traffic Control	1	L.S.	\$ 1,200.00	\$ 1,200.00					1 L.S.	\$ 1,200.00	
3	Concrete Repair (Full Depth)	654	S.Y.	\$ 92.50	\$ 60,495.00	565	S.Y.	\$ 92.50	\$ 112,757.50	1219	\$ 112,757.50	
											Original Contract Construction Amount	\$ 62,895.00
											Value of Completed Work	\$ 115,157.50
											Less 10% Retainage	\$ -
											Less Previous Estimates	\$ 56,605.50
											Total Deductions	\$ 56,605.50
											Amount Due Contractor on this Estimate	\$ 58,552.00

REQUESTED BY: WILLIAM L. TREIBER, DBA TREIBER FINISHING

*William L. Treiber*

DATE: 11-15-2016

REVIEWED BY: JACOB REAGAN, ENGINEERING TECHNICIAN, CITY OF PITTSBURG

*Jacob Reagan*

DATE: Nov. 15, 2016

APPROVED BY: CAMERON ALDEN, DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER, CITY OF PITTSBURG

*Cameron Alden*

DATE: 11-15-16



## Concrete Repair 2016

Norris Drive, Knollview Street, Pearl Street and Ohio Street  
Change Order No. 2

CONTRACTOR: Treiber Finishing Date: November 14, 2016

302 3rd Street

St. Paul, Kansas 66771

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$ 62,895.00
CHANGE ORDER NO. 1 DATED 10-05-2016 .....	\$ 40,607.50
CHANGE ORDER NO. 2 DATED 11-14-2016 .....	\$ 11,655.00
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 115,157.50

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
3	Concrete Repair (Full Depth)	126	S.Y.	\$ 92.50	\$ 11,655.00

TOTAL CHANGE ORDER NO. 1.....	\$ 40,607.50
TOTAL CHANGE ORDER NO. 2.....	\$ 11,655.00
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 115,157.50
ENGINEERING AND INSPECTION (10%).....	\$ -
LEGAL AND ADMINISTRATIVE (5%).....	\$ -
NEW PROJECT TOTAL.....	\$ 115,157.50

ACCEPTED BY: TREIBER FINISHING

*William Treiber* DATE: 11-23-16

SUBMITTED BY: Jacob Reagan, Engineering Technician, City of Pittsburg

*Jacob Reagan* DATE: 11-30-16

APPROVED BY: Cameron Alden, Director of Public Works/City Engineer, City of Pittsburg

*Cameron Alden* DATE: 11-30-16

DATE OF APPROVAL BY CITY COMMISSION: \_\_\_\_\_



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

**FINAL PAYMENT DUE CONTRACTOR**

PROJECT: CONCRTE REPAIR 2016 (NORRIS DRIVE, KNOLLVIEW STREET, PEARL STREET AND OHIO STREET) Date: November 14, 2016

CONTRACTOR: Treiber Finishing  
 302 Third Street  
 St. Paul, Kansas 66771

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$	62,895.00
CHANGE ORDER NO. 1 DATED 10-05-2016 .....	\$	40,607.50
CHANGE ORDER NO. 2_ DATED 11-14-2016.....	\$	11,655.00
TOTAL CONSTRUCTION COST.....	\$	115,157.50
Less Previous Payments.....	\$	56,605.50
BALANCE DUE CONTRACTOR (FINAL PAYMENT).....	\$	58,552.00

ACCEPTED BY: William L. Treiber, DBA Treiber Finishing  
*William L. Treiber* DATE: 11-15-2016

SUBMITTED BY: Jacob Reagan, Engineering Technician, City of Pittsburg  
*Jacob Reagan* DATE: Nov. 15, 2016

APPROVED BY: Cameron Alden, Director of Public Works/City Engineer, City of Pittsburg  
*Cameron Alden* DATE: 11-15-16

DATE OF APPROVAL BY CITY COMMISSION: \_\_\_\_\_

# Consent of Surety to Final Payment

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707

Bond No. 71822227

TO OWNER:  
*(Name and address)*

CITY OF PITTSBURG  
% CITY CLERK  
201 W. 4TH STREET  
PITTSBURG, KS 66762

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:  
Concrete Repair 2016 - Norris Drive,  
Knollview Street, Pearl Street, and  
Ohio St.

PROJECT:  
*(Name and address)*

Concrete Repair 2016 - Norris Drive,  
Knollview Street, Pearl Street, and  
Ohio Street

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the  
WESTERN SURETY COMPANY, 333 S. Wabash Avenue, 41st Floor, Chicago, IL 60604,  
*(Insert name and address of Surety)*

SURETY, on bond of William L. Treiber dba Treiber Finishing  
*(Insert name and address of Contractor)*

302 3rd St., Saint Paul, KS 66771, CONTRACTOR,  
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the

Surety of any of its obligations to CITY OF PITTSBURG  
*(Insert name and address of Owner)*

% CITY CLERK, 201 W. 4TH STREET, PITTSBURG, KS 66762, OWNER,  
as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 22, 2016  
*(Insert in writing the month followed by the numeric date and year.)*

Attest:  
(Seal):

WESTERN SURETY COMPANY  
*(Surety)*

  
*(Signature of authorized representative)*

RONALD J GOUVION  
*(Printed name and title) Attorney-in-Fact*

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.  
The language in this document conforms exactly to the language used in AIA Document G707 - Consent of Surety Company to Final Payment - 1994 Edition.

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71822227

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint RONALD J GOUVION

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: William L. Treiber dba Treiber Finishing

Obligee: CITY OF PITTSBURG

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of December 22, 2016, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 22nd day of November, 2016.

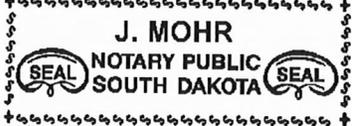
WESTERN SURETY COMPANY  
STATE OF SOUTH DAKOTA  
COUNTY OF MINNEOTAHA

} ss

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 22nd day of November, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 22nd day of November, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

TO BE TYPED  
ON COMPANY LETTERHEAD

TO: CITY CLERK  
CITY OF PITTSBURG  
PITTSBURG, KANSAS 66762

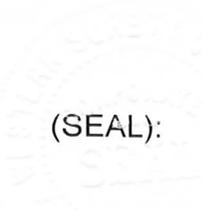
PROJECT: 2016 STREET SACRS TAX PROGRAM  
NORRIS DRIVE CONCRETE REPAIR  
PEARL STREET CONCRETE REPAIR  
KNOLLVIEW & OHIO CONCRETE REPAIR

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.

<p>State of Kansas, <u>Neosho</u> County</p> <p>On this <u>28</u> day of <u>November</u>, 20<u>16</u>, before me, a Notary Public in and for the aforementioned County and State, personally appeared <u>William L. Treiber</u>, to me known to be the identical person who executed the above statement.</p> <p><u>Ralph A. Gowron</u> Notary Public</p> <p>My Commission Expires: <u>2-21-18</u></p>	<p>Contractor: <u>TREIBER FINISHING,</u></p> <p>By: <u>William L. Treiber</u></p> <p>Title: <u>Pres. - Owner</u></p> <p>Seal: _____ (If Corporate)</p>
--	--

The Western Surety Co., 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 28 day of November, 2016.



(SEAL):

Western Surety Co.  
\_\_\_\_\_  
Ralph A. Gowron  
Signature of Authorized Representative

ATTORNEY-IN-FACT

RESIDENT AGENT.

cc: Engineering Division





DEPARTMENT OF PUBLIC UTILITIES

1506 N Walnut · Pittsburg KS 66762

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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Utilities

**DATE:** November 30, 2016

**SUBJECT:** Agenda Item – December 13, 2016  
Disposition of Bids  
Ready Mix Cement/Flowable Fill

---

Bids were received on Tuesday, November 29<sup>th</sup>, 2016 for the purchase of ready mix cement/flowable fill for the period of January 1<sup>st</sup> through December 31<sup>st</sup>, 2017 with the option to renew the contract for two (2) additional one (1) year periods (see attached bid tab sheet). On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed three percent (3%) of the existing contract. If parties to the contract cannot agree on renewal terms, the contract will be re-bid.

In reviewing the bids received, City staff took into consideration the local preference weighted bidder's policy. As a result, staff determined using the local preference weighted bidder's policy that American Concrete Co., Inc., of Pittsburg, provided the best bid. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 13<sup>th</sup>, 2016. Action necessary will be approval or disapproval of staff's recommendation to award the bid to American Concrete Co., Inc. and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

Attachments: Bid Tab Sheet



**City of Pittsburg, Kansas**  
**Recapitulation of Bids**  
**Purchase of Ready Mix/Flowable Fill**  
**Tuesday, November 29<sup>th</sup>, 2016 – 2:00 p.m.**

<b>NAME/ADDRESS OF BIDDER</b>	<b>3500 psi Concrete (per cubic yard)</b>	<b>4000 psi Concrete (per cubic yard)</b>	<b>High Early Strength (per cubic yard)</b>	<b>Flowable Fill (per cubic yard)</b>	<b>Hot Water (per cubic yard)</b>	<b>2% Calcium Chloride (per cubic yard)</b>
American Concrete Co., Inc. 504 N. Smelter Pittsburg, Kansas 66762	\$87.80	\$89.90	\$100.60	\$66.60	\$5.00	\$5.00
O'Brien Ready Mix P.O. Box 217 St. Paul, Kansas 66771 Plant Location: 791 E. 590 <sup>th</sup> Ave. Frontenac, KS 66763	\$86.69	\$88.67	\$99.02	\$66.71	\$5.00	\$5.15
<b>Local Bidder's Preference</b>	<b>\$1.11/\$87.80 1.26%</b>	<b>\$1.23/\$89.90 1.37%</b>	<b>\$1.58/\$100.60 1.57%</b>	<b>\$0.11/\$66.60 0.17%</b>	-----	<b>\$0.15/\$5.00 3%</b>
<b>2016 BIDS</b> O'Brien Ready Mix	<b>\$83.99</b>	<b>\$85.89</b>	<b>\$95.73</b>	<b>\$64.50</b>	<b>\$5.00</b>	<b>\$5.15</b>



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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Utilities

**DATE:** November 30, 2016

**SUBJECT:** Agenda Item – December 13, 2016  
Disposition of Bids  
HM-4 Flint Chat, AB-3 Limestone Rock and  $\frac{3}{4}$  Clean Rock

---

Bids were received on Tuesday, November 29<sup>th</sup>, 2016 for the purchase of HM-4 Flint Chat, AB-3 Limestone Rock and  $\frac{3}{4}$  Clean Rock for the period of January 1<sup>st</sup> through December 31<sup>st</sup>, 2017 with the option to renew the contract for two (2) additional one (1) year periods (see attached bid tabulation). On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed three percent (3%) of the existing contract. If parties to the contract cannot agree on renewal terms, the contract will be re-bid.

After reviewing the bids received, City staff is recommending the bids be awarded to the low bidder meeting specifications as follows:

**HM-4 Flint Chat**

Bingham Sand & Gravel Co., Inc.

\$11.75/ton

P.O. Box 660

Baxter Springs, Kansas 66713

(Last year's bid—Kunshek Chat & Coal, Inc. - low bid of \$12.50/ton)

**MEMO TO: DARON HALL  
NOVEMBER 30, 2016  
PAGE TWO**

**AB-3 Limestone Rock**

Kunshak Chat & Coal, Inc. \$7.69/ton  
308 Memorial Drive  
Pittsburg, Kansas 66762  
(Last year's bid—Randy Vilela Trucking, Hauling & Demolition. – low bid of \$8.02/ton)

**¾ Clean Rock**

Kunshak Chat & Coal, Inc. \$10.54/ton  
(Last year's bid—Kunshak Chat & Coal, Inc. - low bid of \$10.84/ton)

These materials are used for the maintenance of streets and alleys and bedding and filling for water mains, sanitary sewers and storm sewers and will be purchased with funds allocated in the street improvements sales tax, special fuels and utilities general operating budgets.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 13<sup>th</sup>, 2016. Action necessary will be approval or disapproval of staff's recommendation to award the bids to the low bidder as stipulated above and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Bid Tab Sheet



**The City of Pittsburg, Kansas**  
**Recapitulation of Bids - Street Materials**  
**Tuesday, November 29<sup>th</sup>, 2016 - 2:00 p.m.**

Name and Address of Bidder	HM-4 Flint Chat (Per Ton)	AB-3 Limestone Rock (Per Ton)	¾ Clean Rock (Per Ton)
Bingham Sand & Gravel Co., Inc. P.O. Box 660 Baxter Springs, Kansas 66713	\$11.75	NO BID	NO BID
Kunshek Chat & Coal, Inc. 308 Memorial Drive Pittsburg, Kansas 66762	\$12.50	\$7.69	\$10.54
Midwest Minerals, Inc. P.O. Box 412 Pittsburg, Kansas 66762	NO BID	\$9.75	\$12.30
Randy Vilela Trucking, Hauling & Demolition P.O. Box 208 Pittsburg, Kansas 66762	NO BID	\$7.98	\$10.64
<b>2016 BIDS</b>	<b>\$12.50 (KUNSHEK)</b>	<b>\$8.02 (VILELA)</b>	<b>\$10.84 (KUNSHEK)</b>



DEPARTMENT OF PUBLIC UTILITIES  
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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Utilities

**DATE:** November 30, 2016

**SUBJECT:** Agenda Item – December 13, 2016  
DISPOSITION OF BIDS  
Unleaded Gasoline and Diesel Fuel

---

Bids were received on Tuesday, November 29<sup>th</sup>, 2016 for the purchase of Unleaded Gasoline and Diesel Fuel for the City for the period of January 1<sup>st</sup> to December 31<sup>st</sup>, 2017 with the option to renew the contract for two (2) additional one (1) year periods (see attached bid tab sheet). On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed three percent (3%) of the existing contract. If parties to the contract cannot agree on renewal terms, the contract will be re-bid.

The specifications were written to provide for a cost per gallon above the base price for Unleaded, Diesel and small fuel tanks located at various City facilities. It was the intention of the bid documents to provide for the cost per gallon for service and delivery above the cost of the fuel when delivery was accepted from the distributor.

After reviewing the bids received, the City staff is recommending that the bid be awarded to Ozark Mountain Energy, Inc., of Mt. Vernon, Missouri, with a cost above the base price of \$0.0003 per gallon for both Unleaded and Diesel Fuel for the Central Fuel Station Tanks and to Producers Coop Association, of Girard, Kansas, with a cost above the base price of \$0.1000 per gallon for both Unleaded and Diesel Fuel for the Miscellaneous Small Off-Road fuel tanks.

**MEMO TO: DARON HALL**  
**NOVEMBER 30, 2016**  
**PAGE TWO**

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 13<sup>th</sup>, 2016. Action necessary will be approval or disapproval of staff's recommendation to award the bids to the low bidder as stipulated above and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Bid Tab Sheet



**The City of Pittsburg, Kansas**  
**Recapitulation of Bids for Unleaded Gasoline and Diesel Fuel**  
**Tuesday, November 29<sup>th</sup>, 2016 - 2:00 p.m.**

Name and Address of Bidder	ACKNOWLEDGE ADDENDUM (YES OR NO)	CENTRAL FUEL STATION TANKS		MISCELLANEOUS FUEL TANKS	
		TANK #1 Unleaded 87 Octane	TANK #2 #2 Diesel	Unleaded Gasoline	Small Off-Road Diesel
Heritage Petroleum, LLC P.O. Box 6850 Evansville, Indiana 47719	Yes	\$0.03	\$0.03	\$0.25	\$0.25
Ozark Mountain Energy, Inc. P.O. Box 391 Mt. Vernon, Missouri 65712	No	\$0.0003	\$0.0003	NO BID	NO BID
Producers Coop Association P.O. Box 323 Girard, Kansas 66743	Yes	\$0.0025	\$0.0025	\$0.1000	\$0.1000
<b>2015 Bids (Last Time Bids Received) [Producers Cooperative Association]</b>		<b>\$0.004</b>	<b>\$0.004</b>	<b>\$0.0875</b>	<b>\$0.0875</b>



DEPARTMENT OF PUBLIC UTILITIES

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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Utilities

**DATE:** November 30, 2016

**SUBJECT:** Agenda Item – December 13, 2016  
Disposition of Bids  
WWTP Chemicals

---

Bids were received on Tuesday, November 29<sup>th</sup>, 2016, for the purchase of chemicals for use by the Wastewater Treatment Plant for the period of January 1<sup>st</sup> through December 31<sup>st</sup>, 2017 with the option to renew the contract for two (2) additional one (1) year periods (see attached bid tab sheet). On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed three percent (3%) of the existing contract. If parties to the contract cannot agree on renewal terms, the contract will be re-bid.

After reviewing the bids received, City staff is recommending that the bid be awarded to the low bidders as follows:

**Lime (Calcium Hydrate)**

**\$183.69 Per Ton**

US Lime Company – St. Clair  
PO Box 160  
Marble City, Oklahoma 74945

[Successful bidder last year was U.S. Lime Co.-St. Clair–low bid of \$181.87 per ton.]

**MEMO TO: DARON HALL  
NOVEMBER 30, 2016  
PAGE TWO**

**Polymer**

**\$0.894 Per Pound**

Polydyne, Inc.  
1 Chemical Plant Road  
Riceboro, Georgia 31323

[Successful bidder last year was Polydyne, Inc.–low bid of \$1.12 per pound.]

This chemical is used in conjunction with the belt filter press of de-watering biological sludge masses created in the wastewater treatment process.

The City orders these chemicals on an as needed basis and purchases them with funds from the Wastewater Treatment Plant Operating Supplies Budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 13<sup>th</sup>, 2016. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder as stipulated above and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Bid Tab Sheet



**City of Pittsburg, Kansas**

**RECAPITULATION OF BIDS FOR PURCHASE OF WWTP CHEMICALS  
Tuesday, November 29<sup>th</sup>, 2016 – 2:00 p.m.**

NAME/ADDRESS OF BIDDER	LIME (CALCIUM HYDRATE) Per Ton	POLYMER Per Pound
Mississippi Lime Company 3870 S Lindbergh Blvd St. Louis, MO 63127	\$249.56	NO BID
Polydyne, Inc. 1 Chemical Plant Road Riceboro, Georgia 31323	NO BID	\$0.894
US Lime Company – St. Clair PO Box 160 Marble City, OK 74945	\$183.69	NO BID
<b>2016 BID</b>	<b>\$181.87</b> (U.S. Lime Co.– St. Clair)	<b>\$1.12</b> (Polydyne, Inc.)



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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Utilities

**DATE:** November 30, 2016

**SUBJECT:** Agenda Item – December 13, 2016  
DISPOSITION OF BIDS  
WTP Chemicals

---

Bids were received on Tuesday, November 29<sup>th</sup>, 2016, for the purchase of chemicals for use by the Water Treatment Plant for the period of January 1<sup>st</sup> through December 31<sup>st</sup>, 2017 with the option to renew the contract for two (2) additional one (1) year periods (see attached bid tab sheet). On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed three percent (3%) of the existing contract. If parties to the contract cannot agree on renewal terms, the contract will be re-bid.

After reviewing the bids received, City staff is recommending that the bids be awarded to the low bidders as follows:

**Lime (Calcium Oxide)**

**\$177.75 Per Ton**

US Lime Company – St. Clair  
PO Box 160  
Marble City, Oklahoma 74945

[Successful bidder last year was U.S. Lime Co. with a bid of \$175.95 per ton.]

**MEMO TO: DARON HALL**  
**NOVEMBER 30, 2016**  
**PAGE TWO**

**Liquid Chlorine**

**\$33.90 Per 100 Lbs.**

Brenntag Southwest, Inc.  
Rt 2, Box 352-200  
Nowata, Oklahoma 74048

[Successful bidder last year was Brenntag Southwest, Inc. with a bid of \$32.50 per 100 lbs.]

**Liquid Polymeric Phosphate**

**\$0.493 Per Lb.**

Carus Group, Inc.  
315 Fifth Street, PO Box 599  
Peru, Illinois 61354-0599

[Successful bidder last year was Carus Corporation with a bid of \$0.54 per lb.]

**Soda Ash**

**\$22.90 Per 100 Lbs.**

Brenntag Mid-South, Inc.  
2235 W. Battlefield  
Springfield, Missouri 65807

[Successful bidder last year was Brenntag Mid-South, Inc. with a bid of \$23.00 per 100 lbs.]

**Aluminum Sulfate**

**\$37.65 Per 100 Lbs.**

Brenntag Mid-South, Inc.

2235 W. Battlefield  
Springfield, Missouri 65807  
[Successful bidder last year was Brenntag Mid-South, Inc. with a bid of \$37.95 per 100 lbs.]

**Polymer**

**\$0.370 Per Lb.**

Polydyne, Inc.  
1 Chemical Plant Road  
Riceboro, Georgia 31323

[Successful bidder last year was Polydyne, Inc. with a bid of \$0.45 per lb.]

**Liquid Carbon Dioxide**

**\$115.00 Per Ton**

Airgas USA, LLC  
697 S Highway 69  
Pittsburg, Kansas 66762

[Successful bidder last year was Air Products and Chemicals, Inc. with a bid of \$110.00 per ton.]

**MEMO TO: DARON HALL**  
**NOVEMBER 30, 2016**  
**PAGE THREE**

The City orders these products on an as needed basis and purchases them with funds from the Water Treatment Plant Operating Supplies Budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 13<sup>th</sup>, 2016. Action necessary will be approval or disapproval of staff's recommendation to award the bids to the low bidders meeting specifications as stipulated above and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Bid Tab Sheet



**City of Pittsburg, Kansas**  
**RECAPITULATION OF BIDS FOR PURCHASE OF WTP CHEMICALS**  
**Tuesday, November 29<sup>th</sup>, 2016 – 2:00 p.m.**

<b>Name/Address of Bidder</b>	<b>Lime (Calcium Oxide) (Per Ton)</b>	<b>Liquid Chlorine (Per 100 Lb.)</b>	<b>Liquid Polymeric Phosphate (Per Lb.)</b>	<b>Soda Ash (Per 100 Lb.)</b>	<b>Aluminum Sulfate (Per 100 Lb.)</b>	<b>Polymer (Per Lb.)</b>	<b>Liquid Carbon Dioxide (Per Ton)</b>
Airgas USA, LLC 697 S Highway 69 Pittsburg, KS 66762	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$115.00
Brenntag Mid-South, Inc. 2235 W Battlefield Springfield, MO 65807	NO BID	NO BID	\$0.4995	\$22.90	\$37.65	NO BID	NO BID
Brenntag Southwest, Inc. Rt. 2, Box 352-200 Nowata, OK 74048	NO BID	\$33.90	NO BID	NO BID	NO BID	\$0.46	NO BID
Carus Group, Inc. 315 Fifth Street, PO Box 599 Peru, IL 61354-0599	NO BID	NO BID	\$0.493	NO BID	NO BID	NO BID	NO BID
Continental Carbonic Products, Inc. 3985 E Harrison Ave Decatur, IL 62526	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID



**City of Pittsburg, Kansas**  
**RECAPITULATION OF BIDS FOR PURCHASE OF WTP CHEMICALS**  
**Tuesday, November 29<sup>th</sup>, 2016 – 2:00 p.m.**

Name/Address of Bidder	Lime (Calcium Oxide) (Per Ton)	Liquid Chlorine (Per 100 Lb.)	Liquid Polymeric Phosphate (Per Lb.)	Soda Ash (Per 100 Lb.)	Aluminum Sulfate (Per 100 Lb.)	Polymer (Per Lb.)	Liquid Carbon Dioxide (Per Ton)
DPC Enterprise 3105 N Mead Wichita, KS 67219	NO BID	\$36.50	NO BID	NO BID	NO BID	NO BID	NO BID
Lhoist North America of MO, Inc. 20947 White Sands Rd Ste. Genevieve, MO 63670	\$240.85 *Plus truck fuel surcharge at rate at time of shipment	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Mississippi Lime Company 3870 S Lindbergh Blvd, Suite 200 St. Louis, MO 63127	\$226.04	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Polydyne, Inc. 1 Chemical Plant Road Riceboro, GA 31323	NO BID	NO BID	NO BID	NO BID	NO BID	\$0.370	NO BID
Praxair, Inc. 7000 High Grove Blvd Burr Ridge, IL 60527	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$115.00



**City of Pittsburg, Kansas**  
**RECAPITULATION OF BIDS FOR PURCHASE OF WTP CHEMICALS**  
**Tuesday, November 29<sup>th</sup>, 2016 – 2:00 p.m.**

<b>Name/Address of Bidder</b>	<b>Lime (Calcium Oxide) (Per Ton)</b>	<b>Liquid Chlorine (Per 100 Lb.)</b>	<b>Liquid Polymeric Phosphate (Per Lb.)</b>	<b>Soda Ash (Per 100 Lb.)</b>	<b>Aluminum Sulfate (Per 100 Lb.)</b>	<b>Polymer (Per Lb.)</b>	<b>Liquid Carbon Dioxide (Per Ton)</b>
Shannon Chemical Corporation PO Box 376 Malvern, PA 19355	NO BID	NO BID	\$0.527	NO BID	NO BID	NO BID	NO BID
U.S. Lime Company – St. Clair PO Box 160 Marble City, OK 74945	\$177.75	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
<b>2016 Bids</b>	<b>\$175.95</b> US Lime Co.	<b>\$32.50</b> Brenntag Southwest	<b>\$0.54</b> Carus Corporation	<b>\$23.00</b> Brenntag Mid- South	<b>\$37.95</b> Brenntag Mid- South	<b>\$0.45</b> Polydyne, Inc.	<b>\$110.00</b> Air Products

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Utilities

**DATE:** November 30, 2016

**SUBJECT:** Agenda Item – December 13, 2016  
DISPOSITION OF BIDS  
Directional Drilling of Water Pipe and Communications Cables

---

Bids were received on Tuesday, November 29<sup>th</sup>, 2016, for Directional Drilling of Water Line Pipe for the period of January 1<sup>st</sup> to December 31<sup>st</sup>, 2017 with the option to renew the contract for two (2) additional one (1) year periods. On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed three percent (3%) of the existing contract. If parties to the contract cannot agree on renewal terms, the contract will be re-bid.

Bid packets were sent out to seven (7) contractors; however, only one bid was received (see attached bid tabulation). After reviewing the bids received, staff is recommending that the bids be awarded to the lone bidder, Jim Radell Construction Co., Inc., of Pittsburg, based on their bids as shown on the bid tabulation. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 13<sup>th</sup>, 2016. Action necessary will be approval or disapproval of staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Bid Tabulation



**The City of Pittsburg, Kansas**  
**Recapitulation of Bids Received for Directional Drilling of Water Line Pipe**  
**Tuesday, November 29<sup>th</sup>, 2016 – 2:00 p.m.**

NAME & ADDRESS OF BIDDER		Jim Radell Construction Co., Inc. 1200 W 4 <sup>th</sup> Street Pittsburg, Kansas 66762		2015 BIDS (LAST BIDS RECEIVED)
3/4" Water Pipe	Per L.F.	\$10.00		\$10.00
1" Water Pipe	Per L.F.	\$10.00		No Bid
2" Water Pipe	Per L.F.	\$10.00		\$9.00
4" Water Pipe	Per L.F.	\$10.00		\$10.00
6" Water Pipe	Per L.F.	\$16.00		\$16.00
8" Water Pipe	Per L.F.	\$18.50		\$18.50
10" Water Pipe	Per L.F.	\$22.50		\$22.50
12" Water Pipe	Per L.F.	\$27.00		\$27.00
16" Water Pipe	Per L.F.	\$38.50		\$38.50

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Utilities

**DATE:** November 30, 2016

**SUBJECT:** Agenda Item – December 13, 2016  
DISPOSITION OF BIDS  
Sanitary/Storm Sewer Line Deep Repairs

---

Bids were received on Tuesday, November 29<sup>th</sup>, 2016, for Sanitary/Storm Sewer Line Deep Repairs for the period of January 1<sup>st</sup> to December 31<sup>st</sup>, 2017 with the option to renew the contract for two (2) additional one (1) year periods. On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed three percent (3%) of the existing contract. If parties to the contract cannot agree on renewal terms, the contract will be re-bid.

Bid packets were sent out to four (4) contractors; however, only one bid was received (see attached bid tabulation). After reviewing the bids received, staff is recommending that the bids be awarded to the lone bidder, Jim Radell Construction Co., Inc., of Pittsburg, based on their bids as shown on the bid tabulation. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 13<sup>th</sup>, 2016. Action necessary will be approval or disapproval of staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Bid Tabulation



**The City of Pittsburg, Kansas**  
**Recapitulation of Bids Received for Sanitary/Storm Sewer Line Deep Repairs**  
**Tuesday, November 29<sup>th</sup>, 2016 – 2:00 p.m.**

NAME & ADDRESS OF BIDDER		Jim Radell Construction Co., Inc. 1200 W 4 <sup>th</sup> Street Pittsburg, Kansas 66762		
BACKHOE & OPERATOR	Per Hour	\$110.00		
EXCAVATOR & OPERATOR	Per Hour	\$135.00		
DUMP TRUCK & OPERATOR	Per Hour	\$70.00		
TRUCK	Per Hour	\$45.00		
LABOR	Per Hour	\$40.00		
SUPERVISOR	Per Job	\$48.00		
CREW HOUR	Total	\$290.00		
<b>OPTIONAL</b>				
TRENCH BOX	Per Job	\$400.00		



## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Utilities

**DATE:** November 30, 2016

**SUBJECT:** Agenda Item – December 13, 2016  
DISPOSITION OF BIDS  
Sanitary Sewer Rehab Project 2016  
Hobson Addition, 400 Block N Broadway, Basin 7B

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Bids were received on Tuesday, November 29<sup>th</sup>, 2016, for the Sanitary Sewer Rehab Project in Hobson Addition, the 400 Block of North Broadway and Basin 7B (see attached bid tabulation). This project includes the rehabilitation of approximately 2,461 linear feet of 8" sanitary sewer pipe and 2,289 linear feet of 24" sanitary sewer pipe by Cured-In-Place (CIPP) Method to eliminate inflow/infiltration into the City's wastewater collection system.

A total of five (5) bids were received. After reviewing the bids received and checking references, City staff is recommending that the bids be awarded to the low bidder meeting specifications, SAK Construction, LLC, of O'Fallon, Missouri, with a total combined bid of \$229,638.50 (\$56,440 – Hobson Addition; \$23,925 – 400 Block N Broadway; \$149,273.50 – Basin 7B). The Budget Allowance for this project was \$360,000.00. This project will be funded through the Public Utilities General Operating Budget.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 13<sup>th</sup>, 2016. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder meeting specifications as stipulated above and, if approved, direct the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Bid Tabulation



**BID TABULATION**  
**SANITARY SEWER REHAB PROJECT 2016**  
**HOBSON ADDITION, 400 BLOCK N BROADWAY, BASIN 7B**  
**BID OPENING: NOVEMBER 29TH, 2016 - 2:00 PM**

<b>BIDDER</b>	<b>TOTAL BID</b>	<b>BID BOND</b>	<b>ACKNOWLEDGE ADDENDUMS #1 &amp; #2</b>
<b>Budget Allowance</b>	<b>\$360,000.00</b>	<b>Yes/No</b>	<b>Yes/No</b>
Insituform Technologies USA, LLC 17988 Edison Ave Chesterfield, Missouri 63005	\$252,462.50	Yes	Yes
IPR South Central 131 N Richey Pasadena, Texas 77506	\$330,490.00	Yes	Yes
Layne Inliner, LLC 7915 Cherrywood Loop Kiowa, Colorado 80117	\$256,539.00	Yes	Yes #1 No #2
Municipal Pipe Tool Co., LLC 515 5th St., P.O. Box 398 Hudson, Iowa 50643	\$276,756.25	Yes	Yes
SAK Construction, LLC 864 Hoff Road O'Fallon, Missouri 63366	\$229,638.50	Yes	Yes



## BID TABULATION

**SANITARY SEWER REHAB PROJECT 2016**  
**HOBSON ADDITION, 400 BLOCK N BROADWAY, BASIN 7B**  
**Bid Opening: November 29th, 2016 - 2:00 PM**

**Budget Allowance \$360,000.00**

<b>HOBSON ADDITION</b>				Insituform Technologies USA LLC 17988 Edison Ave. Chesterfield, MO 63005		IPR South Central, LLC 131 N Richey Pasadena, TX 77506		Municipal Pipe Tool Co., Inc. 515 5th Street, PO Box 398 Hudson, IA 50643	
ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Mobilization	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00
2	Traffic Control	L.S.	1	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
3	Rehabilitate Sanitary Sewer - CIPP 8"	L.F.	1,740	\$ 22.00	\$ 38,280.00	\$ 35.00	\$ 60,900.00	\$ 22.25	\$ 38,715.00
4	Internal Tap Reconnections	Each	42	\$ 25.00	\$ 1,050.00	\$ 100.00	\$ 4,200.00	\$ 50.00	\$ 2,100.00
				<b>Total</b>	<b>\$ 42,430.00</b>	<b>Total</b>	<b>\$ 70,600.00</b>	<b>Total</b>	<b>\$ 43,315.00</b>
<b>400 BLOCK N BROADWAY</b>				Insituform Technologies USA LLC 17988 Edison Ave. Chesterfield, MO 63005		IPR South Central, LLC 131 N Richey Pasadena, TX 77506		Municipal Pipe Tool Co., Inc. 515 5th Street, PO Box 398 Hudson, IA 50643	
ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Mobilization	L.S.	1	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00
2	Traffic Control	L.S.	1	\$ 100.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
3	Rehabilitate Sanitary Sewer - CIPP 8"	L.F.	721	\$ 22.00	\$ 15,862.00	\$ 35.00	\$ 25,235.00	\$ 22.25	\$ 16,042.25
4	Internal Tap Reconnections	Each	22	\$ 25.00	\$ 550.00	\$ 100.00	\$ 2,200.00	\$ 50.00	\$ 1,100.00
				<b>Total</b>	<b>\$ 16,512.00</b>	<b>Total</b>	<b>\$ 34,935.00</b>	<b>Total</b>	<b>\$ 19,642.25</b>
<b>BASIN 7B</b>				Insituform Technologies USA LLC 17988 Edison Ave. Chesterfield, MO 63005		IPR South Central, LLC 131 N Richey Pasadena, TX 77506		Municipal Pipe Tool Co., Inc. 515 5th Street, PO Box 398 Hudson, IA 50643	
ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Mobilization	L.S.	1	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
2	Traffic Control	L.S.	1	\$ 100.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
3	Rehabilitate Sanitary Sewer - CIPP 24"	L.F.	2,289	\$ 84.50	\$ 193,420.50	\$ 95.00	\$ 217,455.00	\$ 91.00	\$ 208,299.00
				<b>Total</b>	<b>\$ 193,520.50</b>	<b>Total</b>	<b>\$ 224,955.00</b>	<b>Total</b>	<b>\$ 213,799.00</b>
				<b>TOTAL BASE BID</b>	<b>\$ 252,462.50</b>	<b>\$ 330,490.00</b>	<b>\$ 276,756.25</b>		



## BID TABULATION

**SANITARY SEWER REHAB PROJECT 2016**  
**HOBSON ADDITION, 400 BLOCK N BROADWAY, BASIN 7B**  
 Bid Opening: November 29th, 2016 - 2:00 PM

**Budget Allowance \$360,000.00**

**PAGE 2**

<b>HOBSON ADDITION</b>				SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366		Layne Inliner, LLC 7915 Cherrywood Loop Kiowa, CO 80117			
ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Mobilization	L.S.	1	\$ 6,500.00	\$ 6,500.00	\$ 2,500.00	\$ 2,500.00		
2	Traffic Control	L.S.	1	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00		
3	Rehabilitate Sanitary Sewer - CIPP 8"	L.F.	1,740	\$ 26.00	\$ 45,240.00	\$ 26.00	\$ 45,240.00		
4	Internal Tap Reconnections	Each	42	\$ 100.00	\$ 4,200.00	\$ 100.00	\$ 4,200.00		
				<b>Total</b>	<b>\$ 56,440.00</b>	<b>Total</b>	<b>\$ 52,190.00</b>	<b>Total</b>	<b>\$ -</b>
<b>400 BLOCK N BROADWAY</b>				SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366		Layne Inliner, LLC 7915 Cherrywood Loop Kiowa, CO 80117			
ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Mobilization	L.S.	1	\$ 2,700.00	\$ 2,700.00	\$ 2,500.00	\$ 2,500.00		
2	Traffic Control	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00		
3	Rehabilitate Sanitary Sewer - CIPP 8"	L.F.	721	\$ 25.00	\$ 18,025.00	\$ 26.00	\$ 18,746.00		
4	Internal Tap Reconnections	Each	22	\$ 100.00	\$ 2,200.00	\$ 100.00	\$ 2,200.00		
				<b>Total</b>	<b>\$ 23,925.00</b>	<b>Total</b>	<b>\$ 23,696.00</b>	<b>Total</b>	<b>\$ -</b>
<b>BASIN 7B</b>				SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366		Layne Inliner, LLC 7915 Cherrywood Loop Kiowa, CO 80117			
ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Mobilization	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 4,000.00	\$ 4,000.00		
2	Traffic Control	L.S.	1	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00		
3	Rehabilitate Sanitary Sewer - CIPP 24"	L.F.	2,289	\$ 61.50	\$ 140,773.50	\$ 77.00	\$ 176,253.00		
				<b>Total</b>	<b>\$ 149,273.50</b>	<b>Total</b>	<b>\$ 180,653.00</b>	<b>Total</b>	<b>\$ -</b>
<b>TOTAL BASE BID</b>					<b>\$ 229,638.50</b>			<b>\$ 256,539.00</b>	<b>\$ -</b>

VENDOR SET: 99 City of Pittsburg, KS  
BANK: \* ALL BANKS  
DATE RANGE: 11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC							
2519	EAGLE BEVERAGE CO INC							
	C-CHECK	VOIDED	V 11/18/2016			178535		81.57CR
	C-CHECK		V 12/02/2016			178592		
	C-CHECK		V 12/02/2016			178593		

* * 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 81.57CR		81.57CR 0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		3	81.57CR	0.00	0.00
BANK: *	TOTALS:	3	81.57CR	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	11/17/2016			178525		22.65
2876	A-PLUS CLEANERS & LAUNDRY	R	11/18/2016			178526		664.00
2004	AIRE-MASTER OF AMERICA, INC.	R	11/18/2016			178527		16.40
1616	CITY OF PITTSBURG	R	11/18/2016			178528		75.00
4263	COX COMMUNICATIONS KANSAS LLC	R	11/18/2016			178529		25.22
4263	COX COMMUNICATIONS KANSAS LLC	R	11/18/2016			178530		68.88
4263	COX COMMUNICATIONS KANSAS LLC	R	11/18/2016			178531		69.35
4263	COX COMMUNICATIONS KANSAS LLC	R	11/18/2016			178532		17.85
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	11/18/2016			178533		71.13
0375	WICHITA WATER CONDITIONING, IN	R	11/18/2016			178534		5.00
2519	EAGLE BEVERAGE CO INC	V	11/18/2016			178535		81.57
2519	EAGLE BEVERAGE CO INC							
2519	EAGLE BEVERAGE CO INC							
M-CHECK	EAGLE BEVERAGE CO INC	VOIDED	V 11/18/2016			178535		81.57CR
6358	FIRE X INC	R	11/18/2016			178536		3,284.25
1	FIRST BAPTIST CHURCH	R	11/18/2016			178537		30.00
1	GONZALEZ, JESUS	R	11/18/2016			178538		811.00
7414	KANSAS GAS SERVICE (ESG)	R	11/18/2016			178539		293.68
6837	JOHN KETTERMAN	R	11/18/2016			178540		164.99
1	LOMON, TERRILYNN	R	11/18/2016			178541		6.00
3187	DEAN POWELL	R	11/18/2016			178542		1,155.00
6684	PSU FOUNDATION INC	R	11/18/2016			178543		1,289.65
1	SEK HUMANE SOCIETY	R	11/18/2016			178544		30.00

VENDOR SET: 99 City of Pittsburg, KS

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DATE RANGE:11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7613	CALVIN DEWAYNE TREECE	R	11/18/2016			178545		410.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	11/18/2016			178546		99.77
7053	U.S. PEROXIDE, LLC	R	11/18/2016			178547		950.00
2350	WASTE CORPORATION OF MISSOURI	R	11/18/2016			178548		280.86
1108	WESTAR ENERGY	R	11/18/2016			178549		2,383.02
4636	WESTAR ENERGY, INC. (HAP)	R	11/18/2016			178550		252.83
6832	WICHITA STATE UNIVERSITY	R	11/18/2016			178551		75.00
5371	PITTSBURG FAMILY YMCA	R	11/18/2016			178552		143.98
1	BEEZELY, PAT	R	11/23/2016			178553		985.18
6358	FIRE X INC	R	11/23/2016			178554		296.75
1	GIBSON, LARRY	R	11/23/2016			178555		60.00
5228	KDHE	R	11/23/2016			178556		20.00
5228	KDHE	R	11/23/2016			178557		20.00
2877	KDHE - BUREAU OF WATER	R	11/23/2016			178558		20.00
7392	ASSURECO RISK MANAGEMENT & REG	R	11/23/2016			178559		350.00
6536	POLYDYNE INC	R	11/23/2016			178560		1,620.00
0175	REGISTER OF DEEDS	R	11/23/2016			178561		26.00
1	THE FINISHING TOUCH	R	11/23/2016			178562		277.00
4839	VAN BECELAERE MACHINE WORKS, I	R	11/23/2016			178563		272.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	12/02/2016			178574		151.76
1	ANSELMI, SYDNEY	R	12/02/2016			178575		134.48
1991	OFFICE OF STATE FIRE MARSHAL	R	12/02/2016			178576		30.00

VENDOR SET: 99 City of Pittsburg, KS

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DATE RANGE:11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7619	BILLIE JOE BROKOB	R	12/02/2016			178577		4,800.00
1616	CITY OF PITTSBURG	R	12/02/2016			178578		75.00
0500	S SCOTT CRAIN	R	12/02/2016			178579		4,181.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	12/02/2016			178580		80.70
0380	KANSAS DEPARTMENT OF REVENUE	R	12/02/2016			178581		250.00
1	KANSAS ST UNIVERSITY- SALINA	R	12/02/2016			178582		30.00
7318	JEREMY MCDOWELL	R	12/02/2016			178583		350.00
0226	KDOR LIQUOR TAX	R	12/02/2016			178584		66.59
1	LINDSEY, MICK	R	12/02/2016			178585		125.00
6682	MID-STATES FITNESS REPAIR LLC	R	12/02/2016			178586		724.85
6697	PITTSBURG EMERGENCY PHYSICIAN,	R	12/02/2016			178587		105.83
6948	RANGE SERVANT AMERICA, INC	R	12/02/2016			178588		123.65
1267	RP3 INC	R	12/02/2016			178589		850.00
6142	SEILER INSTRUMENT & MFG CO INC	R	12/02/2016			178590		993.00
7576	SEK URGENT CARE, LLC	R	12/02/2016			178591		2,175.00
6702	APPLIED CONCEPTS INC	R	12/02/2016			178594		40.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	12/02/2016			178595		99.77
4839	VAN BECELAERE MACHINE WORKS, I	R	12/02/2016			178596		768.00
5589	VERIZON WIRELESS SERVICES, LLC	R	12/02/2016			178597		610.81
3069	VIA CHRISTI PROFESSIONAL SERVI	R	12/02/2016			178598		583.83
2350	WASTE CORPORATION OF MISSOURI	R	12/02/2016			178599		30.13
1108	WESTAR ENERGY	R	12/02/2016			178600		343.61

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6907	WESTRUM LEAK DETECTION INC	R	12/02/2016			178601		1,305.00
7618	WINDOWS FOR LESS	R	12/02/2016			178602		3,151.00
5371	PITTSBURG FAMILY YMCA	R	12/02/2016			178603		156.44
0175	REGISTER OF DEEDS	R	12/02/2016			178604		26.00
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	11/21/2016			999999		45.58
0044	CRESTWOOD COUNTRY CLUB	E	12/05/2016			999999		281.45
0046	ETTINGERS OFFICE SUPPLY	E	11/21/2016			999999		1,197.86
0046	ETTINGERS OFFICE SUPPLY	E	11/28/2016			999999		98.00
0046	ETTINGERS OFFICE SUPPLY	E	12/05/2016			999999		600.93
0054	JOPLIN SUPPLY COMPANY	E	11/28/2016			999999		1,590.31
0054	JOPLIN SUPPLY COMPANY	E	12/05/2016			999999		2,542.04
0055	JOHN'S SPORT CENTER, INC.	E	12/05/2016			999999		223.00
0068	BROOKS PLUMBING LLC	E	11/28/2016			999999		830.00
0084	INTERSTATE EXTERMINATOR, INC.	E	12/05/2016			999999		677.00
0101	BUG-A-WAY INC	E	11/21/2016			999999		110.00
0105	PITTSBURG AUTOMOTIVE INC	E	11/21/2016			999999		1,065.48
0105	PITTSBURG AUTOMOTIVE INC	E	11/28/2016			999999		549.29
0105	PITTSBURG AUTOMOTIVE INC	E	12/05/2016			999999		459.20
0109	RANDY VILELA TRUCKING & HAULIN	E	11/21/2016			999999		8,048.02
0112	MARRONES INC	E	11/21/2016			999999		168.50
0112	MARRONES INC	E	11/28/2016			999999		339.90
0112	MARRONES INC	E	12/05/2016			999999		207.45

VENDOR SET: 99 City of Pittsburg, KS

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DATE RANGE:11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0117	THE MORNING SUN	E	11/21/2016			999999		1,405.59
0117	THE MORNING SUN	E	11/28/2016			999999		153.15
0117	THE MORNING SUN	E	12/05/2016			999999		204.68
0128	VIA CHRISTI HOSPITAL	E	11/21/2016			999999		4,858.96
0128	VIA CHRISTI HOSPITAL	E	11/28/2016			999999		947.00
0129	PROFESSIONAL ENGINEERING CONSU	E	12/05/2016			999999		6,600.00
0133	JIM RADELL CONSTRUCTION INC	E	12/05/2016			999999		4,520.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	12/05/2016			999999		36.00
0142	HECKERT CONSTRUCTION CO INC	E	11/21/2016			999999		8,522.05
0142	HECKERT CONSTRUCTION CO INC	E	12/05/2016			999999		8,791.74
0181	INGRAM	E	11/21/2016			999999		19.56
0181	INGRAM	E	12/05/2016			999999		19.56
0199	KIRKLAND WELDING SUPPLIES	E	11/21/2016			999999		58.01
0272	BO'S 1 STOP INC	E	12/05/2016			999999		2,479.21
0276	JOE SMITH COMPANY, INC.	E	11/28/2016			999999		88.64
0276	JOE SMITH COMPANY, INC.	E	12/05/2016			999999		203.41
0292	UNIFIRST CORPORATION	E	12/05/2016			999999		60.45
0317	KUNSHEK CHAT & COAL CO, INC.	E	12/05/2016			999999		2,950.97
0321	KP&F	D	11/18/2016			999999		46,728.99
0321	KP&F	D	12/02/2016			999999		46,693.12
0335	CUSTOM AWARDS, LLC	E	12/05/2016			999999		27.00
0337	CROSS-MIDWEST TIRE	E	11/21/2016			999999		497.00

VENDOR SET: 99 City of Pittsburg, KS  
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DATE RANGE:11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0409	WISEMAN'S DISCOUNT TIRE INC	E	11/21/2016			999999		77.73
0409	WISEMAN'S DISCOUNT TIRE INC	E	12/05/2016			999999		13.89
0444	ROBERT BRENT LINDER	E	11/28/2016			999999		1,365.82
0505	SIRCHIE FINGER PRINT LABORATOR	E	12/05/2016			999999		184.25
0530	THYSSENKRUPP CORPORATION	E	11/21/2016			999999		324.70
0577	KANSAS GAS SERVICE	E	11/21/2016			999999		2,042.34
0628	KC BOBCAT	E	11/21/2016			999999		28.50
0700	NAMES AND NUMBERS	E	11/28/2016			999999		1,014.60
0711	HAYNES EQUIPMENT CO INC	E	11/28/2016			999999		13,366.00
0728	ICMA	D	11/18/2016			999999		871.23
0728	ICMA	D	12/02/2016			999999		871.23
0746	CDL ELECTRIC COMPANY INC	E	11/21/2016			999999		1,388.00
0746	CDL ELECTRIC COMPANY INC	E	12/05/2016			999999		2,607.05
0779	PITTSBURG COMMUNITY THEATRE	E	12/05/2016			999999		318.92
0805	BROADWAY ANIMAL HOSPITAL PA	E	12/05/2016			999999		599.07
0806	JOHN L CUSSIMANIO	E	11/21/2016			999999		120.00
0823	TOUCHTON ELECTRIC INC	E	11/21/2016			999999		420.00
0823	TOUCHTON ELECTRIC INC	E	11/28/2016			999999		40.00
0823	TOUCHTON ELECTRIC INC	E	12/05/2016			999999		20.00
0866	AVFUEL CORPORATION	E	11/21/2016			999999		14,249.62
0866	AVFUEL CORPORATION	E	12/05/2016			999999		14,870.55
0870	PENNINGTON SEED INC	E	11/21/2016			999999		277.60

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1050	KPERS	D	11/18/2016			999999		36,374.63
1050	KPERS	D	12/02/2016			999999		35,246.65
1299	STRUKEL ELECTRIC INC	E	11/21/2016			999999		800.00
1478	KANSASLAND TIRE OF PITTSBURG	E	11/21/2016			999999		502.08
1478	KANSASLAND TIRE OF PITTSBURG	E	11/28/2016			999999		12.92
1490	ESTHERMAE TALENT	E	12/05/2016			999999		25.00
1792	B&L WATERWORKS SUPPLY, LLC	E	11/21/2016			999999		2,808.62
1792	B&L WATERWORKS SUPPLY, LLC	E	12/05/2016			999999		1,653.69
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	11/21/2016			999999		560.48
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	12/05/2016			999999		2,183.13
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	11/21/2016			999999		15,103.71
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	12/05/2016			999999		678.93
2433	THE MORNING SUN	E	12/05/2016			999999		50.00
2526	SERVICEMASTER OF SE KANSAS	E	11/28/2016			999999		1,589.00
2526	SERVICEMASTER OF SE KANSAS	E	12/05/2016			999999		331.25
2707	THE LAWNSCAPE COMPANY, INC.	E	11/21/2016			999999		429.50
2767	BRENNTAG SOUTHWEST, INC	E	11/21/2016			999999		1,300.00
2767	BRENNTAG SOUTHWEST, INC	E	11/28/2016			999999		1,280.00
2825	KANSAS DEPT OF ADMINISTRATION	E	11/28/2016			999999		639.81
2960	PACE ANALYTICAL SERVICES INC	E	11/21/2016			999999		45.00
2960	PACE ANALYTICAL SERVICES INC	E	11/28/2016			999999		1,033.00
2960	PACE ANALYTICAL SERVICES INC	E	12/05/2016			999999		45.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3079	COMMERCE BANK	D	11/29/2016			999999		42,179.35
3126	W.W. GRAINGER, INC	E	11/28/2016			999999		1,279.35
3142	COMMUNITY MENTAL HEALTH CENTER	E	11/21/2016			999999		150.00
3192	MUNICIPAL CODE CORP	E	12/05/2016			999999		1,230.00
3248	AIRGAS USA LLC	E	11/28/2016			999999		2,079.56
3570	AMERICAN EXPRESS, INC	D	12/05/2016			999999		213.91
3668	MID AMERICA PROPERTIES OF PITT	E	11/21/2016			999999		875.00
3971	FASTENAL COMPANY	E	11/28/2016			999999		41.15
4307	HENRY KRAFT, INC.	E	12/05/2016			999999		147.53
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	11/21/2016			999999		16.89
4520	ETS CORPORATION	D	12/02/2016			999999		7,693.34
4618	TRESA MILLER	E	12/05/2016			999999		945.79
4631	JEFF R SANDNESS	E	12/05/2016			999999		1,125.00
4698	THE MORNING SUN	E	11/28/2016			999999		345.54
4711	PENGUIN RANDOM HOUSE, LLC	E	12/05/2016			999999		10.00
4791	SPRINGSTED INCORPORATED	E	11/21/2016			999999		4,408.13
4796	UV DOCTOR, LLC	E	12/05/2016			999999		1,569.00
4895	4W METAL BUILDING SUPPLY CO, I	E	11/21/2016			999999		308.71
5014	MID-AMERICA SANITATION	E	11/21/2016			999999		375.00
5049	CRH COFFEE INC	E	11/28/2016			999999		84.65
5238	JAMES R VANDERPOOL	E	12/05/2016			999999		600.00
5275	US LIME COMPANY-ST CLAIR	E	11/21/2016			999999		4,397.62

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5275	US LIME COMPANY-ST CLAIR	E	11/28/2016			999999		4,238.64
5317	ULINE	E	12/05/2016			999999		204.90
5340	COMMERCE BANK TRUST	E	11/29/2016			999999		28,391.75
5482	JUSTIN HART	E	12/05/2016			999999		60.00
5581	SAGA QUAD STATE COMMUNICATIONS	E	11/21/2016			999999		550.00
5590	HD SUPPLY WATERWORKS, LTD.	E	11/21/2016			999999		130.30
5590	HD SUPPLY WATERWORKS, LTD.	E	11/28/2016			999999		6,312.55
5590	HD SUPPLY WATERWORKS, LTD.	E	12/05/2016			999999		985.64
5623	CRAWFORD COUNTY CLERK	E	11/28/2016			999999		2.60
5623	CRAWFORD COUNTY CLERK	E	12/05/2016			999999		22.10
5640	CORRECT CARE SOLUTIONS LLC	E	12/05/2016			999999		72.00
5677	BANK OF AMERICA, INC	D	12/05/2016			999999		616.07
5713	SODEXO INC	E	11/28/2016			999999		726.00
5855	SHRED-IT US JV LLC	E	12/05/2016			999999		395.96
5904	TASC	D	11/18/2016			999999		7,301.39
5904	TASC	D	12/02/2016			999999		7,259.72
5907	BREATHING AIR SERVICES INC	E	11/21/2016			999999		85.00
6117	ALEXANDER OPEN SYSTEMS, INC	E	11/21/2016			999999		1,810.90
6175	HENRY C MENGHINI	E	12/05/2016			999999		870.25
6192	KATHLEEN CERNE	E	12/05/2016			999999		600.00
6298	KEVAN L SCHUPBACH	E	11/21/2016			999999		530.00
6394	KEVIN HALL	E	12/05/2016			999999		1,500.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6402	BEAN'S TOWING & AUTO BODY	E	11/21/2016			999999		866.97
6415	GREAT WEST TANDEM KPERS 457	D	11/18/2016			999999		4,051.00
6415	GREAT WEST TANDEM KPERS 457	D	12/02/2016			999999		4,051.00
6528	GALE GROUP/CENGAGE	E	11/21/2016			999999		102.36
6528	GALE GROUP/CENGAGE	E	12/05/2016			999999		371.88
6595	AMAZON.COM, INC	E	11/21/2016			999999		11,731.81
6655	B&H DEVELOPERS, INC	E	12/05/2016			999999		600.00
6718	NATIONAL SCREENING BUREAU	E	12/05/2016			999999		33.00
6822	ELIZABETH BRADSHAW	E	12/05/2016			999999		510.00
6952	ADP INC	D	11/18/2016			999999		2,410.99
6952	ADP INC	D	11/25/2016			999999		3,281.85
6995	SUMMER WARREN	E	12/05/2016			999999		270.00
7028	MATTHEW L. FRYE	E	11/28/2016			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	11/21/2016			999999		41.25
7038	SIGNET COFFEE ROASTERS	E	12/05/2016			999999		123.75
7100	FIRST UNITED METHODIST CHURCH	E	11/21/2016			999999		13,927.00
7118	SP DESIGN & MFG, INC	E	11/21/2016			999999		194.00
7118	SP DESIGN & MFG, INC	E	11/28/2016			999999		377.96
7127	UNIQUE MANAGEMENT SERVICES, IN	E	11/21/2016			999999		80.55
7283	CORESOURCE, INC	D	11/17/2016			999999		10,659.78
7283	CORESOURCE, INC	D	11/25/2016			999999		9,864.07
7283	CORESOURCE, INC	D	12/02/2016			999999		47,550.98

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7283	CORESOURCE, INC	E	12/05/2016			999999		37,580.13
7284	TRANSYSTEMS CORPORATION	E	11/28/2016			999999		1,579.60
7285	ALLSTATE BENEFITS	D	11/29/2016			999999		660.97
7290	DELTA DENTAL OF KANSAS INC	D	11/18/2016			999999		2,004.30
7290	DELTA DENTAL OF KANSAS INC	D	11/25/2016			999999		4,807.90
7290	DELTA DENTAL OF KANSAS INC	D	12/02/2016			999999		1,943.15
7401	JAMI L CROWDER	E	11/21/2016			999999		1,533.14
7401	JAMI L CROWDER	E	12/05/2016			999999		1,533.14
7487	AARON OTHMER	E	12/05/2016			999999		300.00
7514	N THERM, LLC	E	11/21/2016			999999		444.13
7595	JERRY MAIN	E	11/21/2016			999999		1,250.00
7614	HAROLD RANDOLF MONROE	E	11/28/2016			999999		1,220.00
7615	MARY JO HARPER	E	12/05/2016			999999		40.00

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	67	39,085.46	0.00	39,003.89
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	23	323,335.62	0.00	323,335.62
EFT:	140	288,464.93	0.00	288,464.93
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	81.57CR	81.57CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	231	650,804.44	0.00	650,804.44
BANK: 80144 TOTALS:	231	650,804.44	0.00	650,804.44

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6585	CLASS HOMES 1 LLC	R	12/01/2016			178564		142.00
7585	ECONOMIC SECURITY CORPORATION	R	12/01/2016			178565		516.66
6746	JOHNSON COUNTY HOUSING AUTHORI	R	12/01/2016			178566		1,424.26
7616	STEVE KUPLEN	R	12/01/2016			178567		1,500.00
1601	GRAIG MOORE	R	12/01/2016			178568		1,450.00
1800	DAN RODABAUGH	R	12/01/2016			178569		774.00
6451	NAZAR SAMAN	R	12/01/2016			178570		421.00
0472	LARRY SPRESSER, LLC	R	12/01/2016			178571		306.00
4636	WESTAR ENERGY, INC. (HAP)	R	12/01/2016			178572		1,373.00
0234	KENNETH A THORNTON	E	12/02/2016			999999		312.00
0372	CONNER REALTY	E	12/02/2016			999999		167.00
0855	CHARLES HOSMAN	E	12/02/2016			999999		96.00
1008	BENJAMIN M BEASLEY	E	12/02/2016			999999		787.00
1231	JOHN LOVELL	E	12/02/2016			999999		596.00
1609	PHILLIP H O'MALLEY	E	12/02/2016			999999		3,516.00
1638	VERNON W PEARSON	E	12/02/2016			999999		1,200.00
1688	DORA WARE	E	12/02/2016			999999		508.00
1982	KENNETH STOTTS	E	12/02/2016			999999		764.00
1985	RICK A MOORE	E	12/02/2016			999999		203.00
2542	CHARLES YOST	E	12/02/2016			999999		890.00
2624	JAMES ZIMMERMAN	E	12/02/2016			999999		1,256.00
2913	KENNETH N STOTTS JR	E	12/02/2016			999999		491.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3067	STEVE BITNER	E	12/02/2016			999999		6,866.00
3114	PATRICIA BURLESON	E	12/02/2016			999999		712.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	12/02/2016			999999		408.00
3193	WILLIAM CROZIER	E	12/02/2016			999999		528.00
3218	CHERYL L BROOKS	E	12/02/2016			999999		735.00
3272	DUNCAN HOUSING LLC	E	12/02/2016			999999		4,670.00
3273	RICHARD F THENIKL	E	12/02/2016			999999		966.00
3593	REMINGTON SQUARE APARTMENTS ,	E	12/02/2016			999999		6,824.00
3668	MID AMERICA PROPERTIES OF PITT	E	12/02/2016			999999		3,063.00
3708	GILMORE BROTHERS RENTALS	E	12/02/2016			999999		267.00
3724	YVONNE L. ZORNES	E	12/02/2016			999999		712.00
3746	JAROLD BONBRAKE	E	12/02/2016			999999		622.00
4054	MICHAEL A SMITH	E	12/02/2016			999999		800.00
4218	MEADOWLARK TOWNHOUSES	E	12/02/2016			999999		2,610.00
4492	PITTSBURG SENIORS	E	12/02/2016			999999		3,178.00
4523	TODD A TROWBRIDGE	E	12/02/2016			999999		565.00
4786	JENNIFER STANLEY	E	12/02/2016			999999		510.00
4928	PITTSBURG STATE UNIVERSITY	E	12/02/2016			999999		562.00
5039	VANETA MATHIS	E	12/02/2016			999999		275.00
5154	JERRY FRAZIER	E	12/02/2016			999999		492.00
5393	CARLOS ANGELES	E	12/02/2016			999999		2,156.00
5549	DELBERT BAIR	E	12/02/2016			999999		262.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5583	ROBERT L NANKIVELL SR	E	12/02/2016			999999		204.00
5653	PEGGY HUNT	E	12/02/2016			999999		113.00
5658	DEANNA J HIGGINS	E	12/02/2016			999999		159.00
5676	BARBARA TODD	E	12/02/2016			999999		31.00
5834	DENNIS TROUT	E	12/02/2016			999999		344.00
5854	ANTHONY A SNYDER	E	12/02/2016			999999		523.00
5885	CHARLES T GRAVER	E	12/02/2016			999999		401.00
5906	JOHN HINRICHS	E	12/02/2016			999999		183.00
5939	EDNA RUTH TRENT IRREVOCABLE TR	E	12/02/2016			999999		211.00
5957	PASTEUR PROPERTIES LLC	E	12/02/2016			999999		2,805.00
5961	LARRY VANBECELAERE	E	12/02/2016			999999		101.00
6002	SALLY THRELFALL	E	12/02/2016			999999		251.00
6090	RANDAL BENNEFELD	E	12/02/2016			999999		869.00
6101	ELM STREET RENTALS INC	E	12/02/2016			999999		346.00
6108	TILDEN BURNS	E	12/02/2016			999999		644.00
6130	T & K RENTALS LLC	E	12/02/2016			999999		1,300.00
6161	MICHAEL J STOTTS	E	12/02/2016			999999		150.00
6172	ANDREW A WACHTER	E	12/02/2016			999999		262.00
6227	REGGIE & ANGELA BOLLINGER	E	12/02/2016			999999		668.00
6295	DAVID L PETERSON	E	12/02/2016			999999		963.00
6298	KEVAN L SCHUPBACH	E	12/02/2016			999999		6,318.00
6306	BALKANS DEVELOPMENT LLC	E	12/02/2016			999999		751.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6317	RONALD L EMERSON	E	12/02/2016			999999		161.00
6322	R JAMES BISHOP, LLC	E	12/02/2016			999999		452.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	12/02/2016			999999		5,085.00
6394	KEVIN HALL	E	12/02/2016			999999		1,830.00
6441	HEATHER D MASON	E	12/02/2016			999999		1,231.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	12/02/2016			999999		1,474.00
6507	MARTHA E MOORE	E	12/02/2016			999999		735.00
6655	B&H DEVELOPERS, INC	E	12/02/2016			999999		4,111.00
6657	OZARKS AREA COMMUNITY ACTION C	E	12/02/2016			999999		449.63
6673	JUDITH A COLLINS	E	12/02/2016			999999		300.00
6868	DAVID SIMPSON (308)	E	12/02/2016			999999		215.00
6886	DELBERT BAIR	E	12/02/2016			999999		469.00
6916	STILWELL HERITAGE & EDUCATIONA	E	12/02/2016			999999		5,443.00
6953	CARL ULEPICH	E	12/02/2016			999999		600.00
7024	KIMBERLY GRISSOM	E	12/02/2016			999999		1,047.00
7083	PITTSBURG HEIGHTS, LP	E	12/02/2016			999999		5,359.00
7112	RANDY VILELA	E	12/02/2016			999999		728.00
7220	TIMOTHY ADAM	E	12/02/2016			999999		235.00
7222	MICHAEL WILBER	E	12/02/2016			999999		223.00
7294	AMMP PROPERTIES, LLC	E	12/02/2016			999999		864.00
7312	JASON & TONYA HARRIS	E	12/02/2016			999999		225.00
7319	LASHAWNDRA LAWSON	E	12/02/2016			999999		700.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7344	TERRY O BARTLOW	E	12/02/2016			999999		241.00
7385	EAST 600 PROPERTIES, LLC	E	12/02/2016			999999		295.00
7393	TERESA MCCLURE	E	12/02/2016			999999		500.00
7507	DEBORAH L THOMAS	E	12/02/2016			999999		314.00
7562	THOMAS E SILOVSKY	E	12/02/2016			999999		351.00
7579	ROBERT COBB	E	12/02/2016			999999		734.00
7581	REX LINVILLE	E	12/02/2016			999999		586.00
7582	KIRK A DUNCAN	E	12/02/2016			999999		265.00
7588	RUSSELL F MIZE	E	12/02/2016			999999		232.00

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	9	7,906.92	0.00	7,906.92
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	88	101,620.63	0.00	101,620.63
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: HAP TOTALS:	97	109,527.55	0.00	109,527.55
BANK: HAP TOTALS:	97	109,527.55	0.00	109,527.55

VENDOR SET: 99 City of Pittsburg, KS  
BANK: TBRA BMO HARRIS BANK-TBRA  
DATE RANGE: 11/16/2016 THRU 12/06/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4636	WESTAR ENERGY, INC. (HAP)	R	12/01/2016			178573		6.00
2542	CHARLES YOST	E	12/02/2016			999999		343.00
4054	MICHAEL A SMITH	E	12/02/2016			999999		528.00
4218	MEADOWLARK TOWNHOUSES	E	12/02/2016			999999		802.00
5854	ANTHONY A SNYDER	E	12/02/2016			999999		381.00
5957	PASTEUR PROPERTIES LLC	E	12/02/2016			999999		687.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	6.00	0.00	6.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	5	2,741.00	0.00	2,741.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: TBRA TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	6	2,747.00	0.00	2,747.00
BANK: TBRA TOTALS:	6	2,747.00	0.00	2,747.00
REPORT TOTALS:	334	763,078.99	0.00	763,078.99

Passed and approved this 13<sup>th</sup> day of December, 2016.

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John Ketterman, Mayor

ATTEST:

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Tammy Nagel, City Clerk



## Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: December 7, 2016

SUBJECT: December 13, 2016 Agenda Item  
Miller's, Inc. tax exemption request

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Miller's, Inc. has filed an Economic Development Exemption request pertaining to their most recent expansion at 610 East Jefferson Street. The company has provided all required documents, including a cost/benefit analysis, as required by state and local statutes. The company's \$8.8 million investment qualifies them for a ten-year exemption under the City's published schedule of tax exemption.

The corresponding cost/benefit analysis shows the project is estimated to have the following effect over the next ten years:

- 214 new jobs
- \$59 million in new personal income
- \$34 million in new local retail sales
- \$6.9 million increase in the property tax base

The Economic Development Advisory Committee (EDAC) considered the Miller's request on December 7 and voted unanimously to recommend to the City Commission that the City of Pittsburgh approve the Economic Development Exemption as submitted.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 13, 2016. Action being requested is the approval or denial of the EDAC recommendation to grant Miller's, Inc. the Economic Development Exemption request and, if approved, authorize the Mayor to sign the appropriate documents.

BEFORE THE BOARD OF TAX APPEALS OF THE STATE OF KANSAS

ECONOMIC DEVELOPMENT EXEMPTION  
(Article 11, Section 13 Kansas Constitution)

APPLICANT:

Miller's, Inc.

Applicant Name (Owner of Record)

610 E. Jefferson St.

Applicant Address (Street or Box No.)

Pittsburg KS 66762

City State Zip

Applicant Phone #: (800) 835-0603

Applicant E-mail: marcias@millerslab.com

ATTORNEY OR REPRESENTATIVE: (If applicable)\*

Lucky Defries Esq.

Representative Name Title

534 South Kansas Ave.

Representative Address

Topeka KS 66602

City State Zip

Atty/Rep Phone #: (785) 234-3461

Representative E-mail: ldefries@cdnlaw.com

Taxing County: Crawford

Year/Years at issue: 2017-2026

Property at issue:

Real Property---Street address, city: 610 E. Jefferson St.

Personal Property---Description: Property related to manufacturing of digital products

CTA-EDX (Rev. 7/14)

(For State of Kansas use only)

DOCKET NO. \_\_\_\_\_-EDX

Fee: \_\_\_\_\_ Amt Rec. \_\_\_\_\_

Rec. Date: \_\_\_\_\_ Ck # \_\_\_\_\_

No Fee: \_\_\_\_\_ Reason: \_\_\_\_\_

(For County use only)

Parcel ID #/Personal Property ID #  
or Vehicle ID #:

County's valuation: \$ \_\_\_\_\_

LBCS Function Code: \_\_\_\_\_

1. Real Property—For real property, provide a description of all improvements, and attach a copy of the deed.

Please see attached

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2. Personal Property—For personal property, provide an itemized list of all items, including the acquisition date(s) and any legal documentation of ownership. (If the description is lengthy, attach additional pages to this form.)

Please see attached

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3. Describe specifically the nature of your business. Copies of company brochures may be attached.

Digital printing products. See attached brochure.

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4. Will the property be used to:

(A) manufacture articles of commerce;  
 (B) conduct research and development; or  
 (C) store goods or commodities that are sold or traded in interstate commerce.

5. Is any of the subject property to be used in a poultry confinement facility, a rabbit confinement facility, or swine production facility? If yes, list which property will be used for any of the above listed purposes.

no

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6. Has a previous application for exemption of the subject property been submitted to the Board?  No

Yes Years @ issue: \_\_\_\_\_ BOTA Docket No. \_\_\_\_\_

7. Has a previous application for exemption for other property that you own or have owned been submitted to the Board?  No

Yes Years @ issue: \_\_\_\_\_ BOTA Docket No. See attached

**8. Leased Property-**

List all property leased or under lease-purchase and enclose a copy of all lease or lease-purchase agreements. (K.S.A. 79-221)

~~none~~ \_\_\_\_\_

- (A) Does the lessor have a 51 percent, or greater, ownership interest in the lessee's business?  
(Provide evidence of ownership interest)
- (B) Does the lessee have a 51 percent, or greater, ownership interest in the lessor's business?  
(Provide evidence of ownership interest)
- (C) Is the lessor a community-based not-for-profit economic development corporation organized under the laws of this state which is exempt from federal income taxation pursuant to paragraph (4) and (6) of subsection (c) of section 501 of the Internal Revenue Code? If yes, submit a copy of the Section 501(c)(4) or (6) letter from the federal government.

**9. New Business-**

(If new business, answer questions 9a through 9g)

- a. Is the business new to the city, county, or state?
- b. If not new to Kansas, provide the city and county where the business was located previously;

\_\_\_\_\_

- c. The date (mm/dd/yyyy) the business commenced operations: \_\_\_\_\_
- d. The number of jobs actually created as a result of the business commencing operations: \_\_\_\_\_
- e. For real property, is the subject property an existing facility or newly constructed facility?
- f. If it is new construction, the cost of acquisition in the following categories?

Land	\$ _____
Improvements	\$ _____
Personal Property	\$ _____
Property exempt pursuant to K.S.A. 79-223	\$ _____

- g. If it is new construction, date (mm/dd/yyyy) construction commenced and ended: \_\_\_\_\_

**10. Expansion of Existing Business-**

(If this is an expansion of an existing business, answer questions 10a through 10d)

- a. The completion date (mm/dd/yyyy) of the expansion: 09/30/16
- b. The number of new jobs actually created by the expansion and the date(s) (mm/dd/yyyy) they were created: Please see attached

c. The acquisition costs for the expansion in the following categories:

Land	\$ 522,431
Improvements	\$ 4,997,708
Personal Property	\$ 3,312,855
Property exempt pursuant to K.S.A. 79-223	\$ 2,917,504

d. If it is new construction, date (mm/dd/yyyy) construction commenced and ended: 9/30/15 - 9/30/16

**11. Enclose:**

- a. The copy of the governing body's adopted policies and procedures for granting and monitoring exemptions.
- b. The prepared cost-benefit analysis, which includes the effect of granting the exemption on state revenue.
- c. Proof of publication of the notice of the public hearing concerning the granting of the economic development exemption and attach a publisher's affidavit showing publication at least 7 days prior to the hearing.
- d. A copy of the letter of notice of public hearing sent to the governing body of any city or county and unified school district within which the subject property is located.
- e. A copy of the ordinance or resolution adopted by the local governing body granting the economic development exemption.
- f. If locating from one city or county to another within this state, provide evidence that the business has received approval from the Secretary of the Department of Commerce prior to qualifying for the exemption. (Relocation is necessary to prevent business from locating outside this state.)

12. Did you receive assistance from the Kansas Department of Commerce?      Yes X No

13. Do you request a hearing on the application for exemption?      Yes X No

VERIFICATION

I, Marcia Sorrick, do solemnly swear or affirm that the information set forth herein is true and correct, to the best of my knowledge and belief. So help me God.

Marcia Sorrick  
Signature of Applicant

Marcia Sorrick, VP/CFO  
Printed Name and Title

State of Kansas )  
County of Crawford )

This instrument was acknowledged before me on NOV. 16th, 2016 by Marcia Sorrick.

Seal



Sandra Huntsinger  
Signature of Notary Public

My appointment expires: 1-6-2017

Item 1: Real Property

		Closing dates
\$	152,847.77 605, 609 & 615 East Jackson	12/10/15
\$	71,526.40 601 E Jackson	12/10/15
\$	59,796.97 617 E Jackson	12/10/15
\$	183,320.11 619 E Jackson	2/10/16
\$	54,940.00 Block 3, lots 16-21	3/11/83
<hr/>		
\$	522,431.25	

\$	6,788.36	P	(1)Lennox package unit for PAP
\$	355,891.00	P	(13) Rooftop units for PAS building
\$	33,978.57	P	(4) Lennox package units for CS area
\$	11,780.00	P	13 thermostats for PAS area
\$	1,660.00	P	22x90 sink for chemical washroom
\$	392,130.00	P	Access floor for PAS area
\$	23,632.55	P	Additional cost for East dock remodel
\$	148,396.81	P	Additional cost for Press Addition South area
\$	21,330.00	P	Addtl cost for 13 Lennox rooftop units
\$	207,215.91	P	Addtl cost for PAS area (misc vendors)
\$	52,738.11	P	Central vacuum system for PAS area
\$	44,042.06	P	East dock remodel
\$	95,731.50	P	Fire sprinkler system for PAS building
\$	94,000.00	P	Humidification system for PAS area
\$	4,910.78	P	Mitsubishi mini split system for East dock area
\$	7,844.00	P	Power modules for PAS building
\$	2,749,308.55	P	Press Addition South building cost
\$	291,470.87	P	Roof for PAS building
\$	9,203.66	P	Sprinkler System for PAS area
\$	24,015.15	P	Vinyl floor, bases for PAS
\$	4,576,067.88		Building Improvements through 9/30/2016

**\$21,977.90 (114) Additional Juniper trees on East Jackson properties**  
**\$19,790.50 (125) Juniper trees on E Jackson South lot**  
**\$1,265.00 (46) holly bushes**  
**\$9,470.00 (47 )Juniper trees on E Jackson South lot**  
**\$4,397.50 Additional Juniper trees on East Jackson properties**  
**\$10,317.04 Boxwood bushes, etc for drainage area**  
**\$4,825.80 Irrigation equipment for new PAS outside area**  
**\$11,225.00 Irrigation system, sod for New PAS area**  
**\$21,726.75 Jackson Street dirtwork**  
**\$29,267.00 Sod,Trees, irrigation for new area**  
**\$3,353.21 Sod/irrigation for new area**  
**\$196,052.18 South parking lot**  
**\$5,608.75 South parking lot sod, dirtwork for drainage area**  
**\$82,362.92 Storm sewer relocation**

**\$421,639.55 Outside Improvements 9/30/15 through 9/30/2016**

Item 2: Personal Property

\$	3,875.00	P	(1) Digital Knight Air OP 20x25 swinger sn#4689
\$	1,098.00	P	(1) Eizo 27" ColorEdge monitor
\$	2,023.00	P	(1) Microsoft surface pro 4 w/cover
\$	7,500.00	P	(1) Model 9000 photocutter
\$	41,996.50	P	(1) QSS-Green-II D1005HR-6 printer
\$	9,995.00	P	(1) Spire III 44T 44" hot/cold roll laminator
\$	2,351.00	P	(1)Microsoft Surface Pro 4 w/cover
\$	2,609.50	P	(10) 660reach articulating arms
\$	2,782.00	P	(10) Gryphon I 4400 barcode scanners
\$	3,263.00	P	(10) Gryphon I 4400 GD4430
\$	3,933.00	P	(10) Microsoft surface 3 tablets
\$	3,970.83	P	(12) Wacome Intuos tablets
\$	4,695.95	P	(13) Wacom Intuos tablets
\$	7,812.00	P	(14) Dell Optiplex 3020
\$	3,900.23	P	(14) shelf for Herather 14.8cf
\$	5,129.20	P	(14) Wacom Intuos pro tablets
\$	5,222.79	P	(15) Wacom Intuos pro tablets
\$	5,422.83	P	(17) Zebra GK420d barcode printer
\$	6,676.08	P	(18)Wacom Intuos tablets
\$	36,990.00	p	(2) 64" IL360 HP DJ latex printer
\$	7,142.00	P	(2) Catalyst 2960-X switches
\$	580.00	P	(2) Dell 24" monitors
\$	39,000.00	P	(2) Digital Front End upgrades for Press machines
\$	3,200.00	P	(2) Digit-trax replitrax system
\$	33,400.00	P	(2) Formax Colormax 7 High speed digital printers
\$	519.00	P	(2) H-901B grommeting hand press
\$	6,400.25	P	(2) HP LJ M604n printer w/2 media trays
\$	1,481.50	P	(2) HP LJ M604n printers
\$	5,277.90	P	(2) Mdl-dc photo cutters
\$	378.00	P	(2) Model#4000 graphic punch
\$	1,790.00	P	(2) MR34 cloud managed router
\$	224,000.00	p	(2) Noritsu WSS-37HD Paper processors,printer,controller,ws
\$	224,000.00	P	(2) QSS-37HD paper processors
\$	56,300.00	p	(2) Rimage Producer IV 8200N
\$	489.43	P	(2) Rotatrim RCM12 12inch cutters
\$	878.00	P	(2) Sky 325R6 photo pouch laminator

\$ 275,000.00	P	(2) Standard Rotary die cutters
\$ 1,700.00	P	(2) T700 button machine
\$ 39,000.00	P	performance bundles
\$ 37,800.00	P	(2) US2000AD bander sn#08508 & 08507
\$ 1,169.91	P	(2) Wacom Intuos Pro Large tablets
\$ 999.90	P	(2) Wacom Intuos tablets
\$ 999.90	P	(2) Wacom WAIPPTL Intuos tablets
\$ 32,844.82	P	(2) xm-12bt systems w/handheld readers
\$ 2,590.00	P	(2)ColorPro II color wheel
\$ 1,780.00	P	(2)Flexstack Plus stacking module for Catalyst switch
\$ 1,144.94	P	(2)HP laserjet M604n printer
\$ 1,727.30	P	(2)HP LJ1500 printer w/sheet stacker
\$ 557.18	P	(2)Shelf for Heratherm 14.8cf
\$ 6,379.80	P	(20) GK420d direct thermal printing
\$ 5,564.00	P	(20) Gryphon GD4430
\$ 6,030.00	P	(20) Gryphon I 4400 barcode scanners
\$ 17,062.73	P	(20) Microsoft Surface 3 64gb tablets
\$ 11,218.23	P	(20) Microsoft surface 3 tablets
\$ 6,797.72	P	(21) Wacom Intuos tablets
\$ 9,378.40	P	(26) Wacom Intuos pro tablets
\$ 1,869.00	P	(3) 1717L Itouch displays
\$ 594.00	P	(3) 20" Touchscreen displays
\$ 1,680.00	P	(3) Dell Optiplex 3020
\$ 1,935.00	P	(3) Dell Optiplex 3020
\$ 1,680.00	P	(3) Dell Optiplex 3020 computers
\$ 1,485.00	P	(3) Dell Optiplex 3020 computers
\$ 1,785.00	P	(3) Dell Optiplex 3040 computers
\$ 2,655.00	P	(3) Dell Optiplex 7020 MT I7-4790
\$ 2,835.00	P	(3) Dell Optiplex 7040
\$ 2,820.00	P	(3) Dell Optiplex 7040 computers
\$ 2,835.00	P	(3) Dell Optiplex 7040
\$ 1,032.00	P	(3) GK420D direct thermal printing
\$ 45,000.00	P	(3) HP Indigo value pack upgrade 7500 to 7600 machine
\$ 90,000.00	P	(3) HP Indigo value pack upgrade 7500 to 7800 machine
\$ 7,705.80	P	(3) MC9200
\$ 1,682.73	P	(3) Microsoft Surface 3 64gb tablets
\$ 1,430.82	P	(3) Mirosoft surface 3 tablets

\$	26,804.25	P	(3) MS420X Paper Bander
\$	1,059.00	P	(3) Okidata LD630D printers
\$	41,985.00	P	(3) Rena mach 5 digital inkjet print system
\$	1,090.42	P	(3) Wacom Intuos tablets
\$	899.85	P	(3) Wacom Intuos tablets
\$	43,747.50	P	(3) XM-12BT system w/handheld 2D reader for envelopes
\$	8,885.14	P	(30) Space reach surface articulating mount
\$	11,150.49	P	(33) Wacom Intuos tablets
\$	4,014.94	P	(35) Microsoft surface 3 type cover/keyboard
\$	3,780.00	P	(4) Dell Optiplex 7040 computers
\$	1,610.74	P	(4) Okidata ML320T printer
\$	1,199.80	P	(4) Wacom Intuos tablets
\$	10,231.60	P	(40) Datalogic Gryphon GD4400 handheld laser barcode scanner
\$	11,128.00	P	(40) Gryphone 4400 barcode scanner
\$	22,436.45	P	(40) Microsft Surface 3 tablets
\$	15,841.65	P	(46)Wacom Intuos tablets
\$	3,115.00	P	(5) 1717L Itouch displays
\$	1,275.00	P	(5) Dell 24" monitors
\$	770.00	P	(5) Dell P2014H 20in LED monitors
\$	4,500.00	P	(5) Meraki MR34 cloud managed ap
\$	1,232.28	P	(5) Space Reach mount for Surface tablet
\$	14,477.48	P	(50) Gryphon I4400 GD4430 barcode readers
\$	31,434.00	P	(52) die plates for die cutter machines
\$	16,541.80	P	(53) Wacom Intuos tablets/pens
\$	1,409.94	P	(6) Rotatrim 15inch cutters
\$	2,224.84	P	(6) Wacom Intuos pro tablets
\$	2,225.10	P	(6)Wacom Intuos tablets
\$	2,296.00	P	(7) Dell 24in monitor
\$	3,392.00	P	(8) Lenovo serveraid machines
\$	3,815.52	P	(8) Microsoft surface 3 tablets
\$	4,770.00	P	(9) Microsoft surface 3 tablets
\$	3,700.47	P	(9) Wacom Intuos tablets
\$	995.00	P	3in1 combination shear brake and roll 40"bed width
\$	3,799.00	P	63"Neolt Electro Foam board cutter
\$	24,995.00	P	64" Roland Soljet Pro 4 print cut XR-620
\$	3,705.00	P	64in large format dryer
\$	22,995.00	P	64in Truevis Roland Solvent 4 color printer/cutter

\$	5,200.00	P	Accufast XLR labeler with stamp kit sn#185056
\$	18,984.28	p	Additional cost for Harris & Bruno coaters
\$	1,550.00	P	APC Smart-ups network card
\$	484.00	P	Apple Mac Mini 1.4ghz
\$	6,130.00	P	Eastey/Engage Model 1622TK shrink tunnel
\$	530.00	P	Elo 1739L 17in display
\$	6,695.00	P	Engage 220V Econo L Sealer
\$	3,229.99	P	Epson Expression 1100XL - photo scanner
\$	2,995.00	P	Epson Stylus Pro 7890 24" printer
\$	106,160.00	P	Excelcoat ZRB30 coaters
\$	278.59	P	Heratherm 14.8cuft shelf
\$	355.00	P	HP Color laserjet M177fw printer
\$	35,400.00	P	HP Indigo 7800 Value Pack upgrade for HP Indigo 7600
\$	254.00	P	HP Laserjet P2035 printer
\$	205.11	P	HP Laserjet Pro M402N printe
\$	210.89	P	HP Laserjet Pro M402n printer
\$	555.30	P	HP LJ M604N printer
\$	2,495.83	P	HP LJ M604N printer w/media tray/feeder
\$	1,418.95	P	HP LJ M604N printer w/media tray/sheet stacker
\$	158.95	P	HP Officejet Pro 8100 eprinter
\$	144.00	P	HP Officejet Pro 8100 inkjet eprinter
\$	190.00	P	HP Officejet Pro 8620 printer
\$	49,850.00	P	HP Smartstream IN100T G9 production pro print server
\$	1,795.00	P	Lenovo EX x3650M5 computer
\$	950.00	P	Lenovo ThinkPad T450 notebook (hanger laptop)
\$	6,068.84	P	Maclocks articulating reach arm
\$	129.28	P	Maclocks surface secure space enclosure mount
\$	24,100.00	P	Maxi-4464AT 44x54 Maxi Press air twin station
\$	436.99	P	Microsoft Office Professional 2016 software
\$	1,814.00	P	Microsoft Surface Pro 4 tablet
\$	12,825.00	P	Model 1622TK shrink tunnel/sealer
\$	470,054.00	P	Nationwide Indigo Press 7600
\$	511.84	P	Okidata OKILD640D label printer
\$	1,595.00	P	On-a-roll lifter lift 31.5x47.25x71
\$	7,431.19	P	Oven adv 14cuft 208-240V (Shutterfly)
\$	4,290.00	P	ProMod5 0" gallery stretcher
\$	112,000.00	P	QSS-37HD paper processor sn#30640403

\$	25,500.00	P	Rimage Producer IV 8200N
\$	134,250.00	P	Rotary die cut system
\$	9,445.00	P	SECAP SA5000 desktop address printer
\$	6,828.15	P	Shrink Tunnel
\$	9,090.00	P	Spectro LFP Series 3
\$	28,985.75	P	T300 extreme edge (Miller Weldmaster)
\$	2,995.00	P	Tensador II G+ 48" canvas stretcher
\$	2,500.00	P	Virtuoso 25" - VJ628 printer
\$	820.00	P	WinSvr 2012 software
\$	12,995.00	P	Xante Impressia w/SL Feeder -return address printer
\$	18,403.00	p	Xerox 097N01956 Plockmatic RCT30 rotate crease bleed
\$	17,448.00	p	Xerox 097N02123 Plcokmatic BM35 booklet maker
\$	6,384.00	p	Xerox 097N02124 Plockmatic TR50/35 trimmer for face edge
\$	2,917,504.36		Photo Equipment purchases 9/30/15 through 9/30/16

\$ 295.00 (1) 19x31 workstation  
 \$ 247.55 (1) Ale leather chair  
 \$ 870.28 (1) Avaya 8189 conference phone  
 \$ 895.00 (1) Computer table  
 \$ 419.85 (1) Ergotron work fit-t stand desktop workstation  
 \$ 1,111.39 (1) HD Shelf Cabinet 48x78x24  
 \$ 908.74 (1) Hon desk 60x30  
 \$ 1,306.80 (1) Mettler Toledo PS90 scale  
 \$ 235.00 (1) Plantronics W720 headset  
 \$ 399.00 (1) PTH50 hand pallet truck sn#7-906733  
 \$ 295.00 (1)36x76 table top  
 \$ 2,064.72 (10) Hon task chairs  
 \$ 1,337.11 (10) Hon task chairs (PAP)  
 \$13,350.00 (12) 30x72x36 desks/worktables  
 \$ 2,780.96 (13) Poly cart 2 36x36 shelves  
 \$ 3,880.03 (14) 9541G IP Phones  
 \$ 5,626.43 (14) Ergotron Work Fit-t sit-stand desktop workstation stand  
 \$ 3,827.34 (15) surface mounts  
 \$ 3,967.97 (16) 9641G phones  
 \$ 6,650.00 (19) ProPlus 36 standing desk  
 \$ 1,450.00 (2) 36x96x38 workstations  
 \$ 1,278.00 (2) Adjustable width pallet truck  
 \$ 315.06 (2) Ale guest chairs  
 \$ 1,050.00 (2) Clements Electric definite length tape dispensers  
 \$ 819.36 (2) Ergotron work fit-t sit-stand desk workstations  
 \$ 808.42 (2) Ergotron Work Fit-t sit-stand desktop  
 \$ 622.64 (2) hd manual cube trucks  
 \$ 1,754.55 (2) Hon 30x66 double desk  
 \$ 340.86 (2) Hon guest chairs  
 \$ 379.10 (2) Hon vertical file cabinet  
 \$ 1,110.00 (2) Low profile wallmount cabinet  
 \$ 628.16 (2) Medium duty steel carts w/flush shelves  
 \$ 585.12 (2) Midback mesh chair (internal remakes)  
 \$ 1,101.46 (2) Mobile conveyor stands

\$ 480.00 (2) Plantronics CS520 headsets  
 \$ 1,516.78 (2) racks for PAP  
 \$ 1,076.66 (2) Stainless steel table w/shelf 29x24x20  
 \$ 880.00 (2) Table tops  
 \$ 727.84 (2) vinyl-coated nylon hampers  
 \$ 1,250.00 (2) 36x96x23 workstations  
 \$ 8,309.50 (25) 48x36 aluminum tabletops  
 \$ 1,485.00 (3) 30x72 desks  
 \$ 1,575.00 (3) 36x71 desks  
 \$ 1,612.00 (3) Ceiling mount racks for shipping  
 \$ 668.58 (3) Hon task stools  
 \$ 668.58 (3) Hon task stools  
 \$ 1,002.83 (3) Little Giant panel trucks  
 \$ 2,417.58 (3) Mettler Toledo PS60 scales  
 \$ 3,750.00 (3) U shaped desks  
 \$ 855.68 (4) 36x26 carts  
 \$ 2,300.00 (4) 37x96 workstations  
 \$ 2,620.00 (4) 42x72 workstations  
 \$14,080.00 (4) Crown WP3035-45 Walkie pallet truck  
 \$ 1,516.72 (4) Ergotron Work Fit-t sit-stand desktop workstation  
 \$ 818.00 (4) pneumatic staplers  
 \$ 2,153.32 (4) Stainless steel tables with shelf  
 \$ 1,445.00 (4) table tops  
 \$ 556.00 (4) Uline flat shelf cart 44x25x33  
 \$ 2,100.00 (4) 36x71 workstations  
 \$ 2,475.00 (5) 30x72 workstations  
 \$ 3,000.00 (5) 30x72x38 desks  
 \$ 710.00 (5) Ergotron monitor arm  
 \$ 1,125.28 (5) Hon mobile file cabinets  
 \$ 1,171.71 (5) Hon mobile file cabinets  
 \$ 1,127.40 (6) Space Surface tablet enclosure swing arm  
 \$ 1,649.62 (7) 2shelf utility carts  
 \$ 2,508.38 (7) 9670 gigabit phones  
 \$ 1,428.00 (7) Plantronics CS520 headsets  
 \$ 1,800.44 (8) Hon mobile file cabinets

\$ 9,400.00 (8) large U shaped desks with above shelf (shipping)  
 \$ 3,530.40 (8) Little Giant 3-sided bulk truck  
 \$ 1,711.36 (8) poly cart - 2shelf 36lx26w  
 \$ 3,060.00 (8) table tops for shipping department  
 \$ 3,736.84 (8)Iron racks for New addition  
 \$ 1,016.40 (8)racks/hangers  
 \$ 3,555.00 (9) 36x36 desks  
 \$ 744.00 21"x42" pallet truck  
 \$ 780.00 36x18x75 cabinet  
 \$ 686.80 78" stack on storage (Troy's office)  
 \$ 1,051.18 Bin-box cabinet w/96 bins 38x72x24  
 \$ 152.94 Brother Fax-2840 HS Mono Laser fax machine (Pittsburg office)  
 \$ 176.95 Canon CP1213DIII calculator (Marcia)  
 \$ 699.00 Canon HF G20 HD flash camcorder  
 \$ 2,015.00 Card reader for PAS  
 \$14,203.00 Cardreaders for PAS building  
 \$ 375.00 Clock display  
 \$29,514.98 Crown 3-wheel sit-down counterbalance s/n 9A226324  
 \$ 435.91 Crown PTH50 Hand Palle Truck sn#7-906716  
 \$ 4,368.91 Crown Walkie Palle Truck WP3035-45 sn#7A284526  
 \$ 4,368.91 Crown Walkie Pallet Truck sn#7A284526  
 \$17,333.37 Crown Walkie straddle stacker sn#5A543976  
 \$ 400.00 Cube Corner 48 raiseable desk  
 \$ 2,821.93 Cubicle/workstation for remakes area  
 \$ 195.56 DVD recorder (training room)  
 \$ 1,825.00 Fire extinguishers for PAS  
 \$ 203.31 Georgia Pacific enmotion towel dispenser  
 \$ 274.82 Heavy duty rack 4hx72wx24d  
 \$ 1,111.39 Heavy duty shelf cabinet 48x78x24  
 \$ 385.25 Heavy duty steel table with shelf  
 \$ 352.33 Hon file cabinet (remakes area)  
 \$ 479.16 Hon storage cabinet 18x36x72  
 \$ 2,239.94 Indoff misc shelving  
 \$ 5,216.32 Indoff misc shelving  
 \$25,544.00 Interlake pallet rack system (New warehouse in PAS)

\$ 167.68 Letter size vertical file cabinet  
 \$ 324.90 Little giant sheet/panel truck  
 \$ 280.61 Mesh midback chair (Russell Taylor)  
 \$ 2,424.95 Metal racks above desks  
 \$ 7,780.25 Misc Indoff metal shelving  
 \$ 5,045.60 Misc Indoff metal shelving  
 \$ 9,043.60 Misc Indoff metal shelving  
 \$ 5,297.16 misc Indoff Shelving  
 \$ 4,538.18 Misc Indoff shelving  
 \$ 2,126.24 Misc Indoff shelving  
 \$ 855.26 Misc Indoff shelving  
 \$ 268.00 Plantronics W745 headset  
 \$ 222.42 Poly cart w/ two shelves  
 \$ 239.00 Printer stand for VJ628 printer  
 \$ 350.00 ProPlus 36 raiseable desk  
 \$ 199.98 Samson SPD1 presentation digital wireless  
 \$ 511.16 Sony 48" TV (training room)  
 \$ 1,218.25 Speakers for intercom for PAS building  
 \$ 1,495.99 Spray booth/exhaust fan for PAP area  
 \$ 538.33 Stainless steel table with shelf  
 \$ 1,177.11 Storage Cabinet (Troy's office)  
 \$23,045.00 Sullair air compressor for PAS  
 \$ 4,384.00 Tack board for PAS  
 \$ 1,861.81 Tampon machines for PAS building  
 \$ 1,405.80 Time clocks for PAS building  
 \$27,952.00 Trash compactor for PAS building  
 \$ 413.40 two-side step ladder  
 \$ 267.44 Wardrobe/shelf cabinet 36x72x18  
 \$ 815.77 Wesco foot pedal platform lift truck  
 \$11,564.00 Zeeks air dryer/660 gal tank  
  
 \$ 395,350.65 Furniture & Fixtures 9/30/15 through 9/30/16

Item 3: Brochure



PRODUCTS (#PRODUCTCATALOGNAV) LOGIN

SIGN UP

TOOLKIT (#TOOLKITNAV) CONTACT (#CONTACT) HTTP://WWW.MILLERSLAB.COM/MEMBER/LOGIN (/MEMBER/SIGNUP)

Search

10

## About Us

About Us

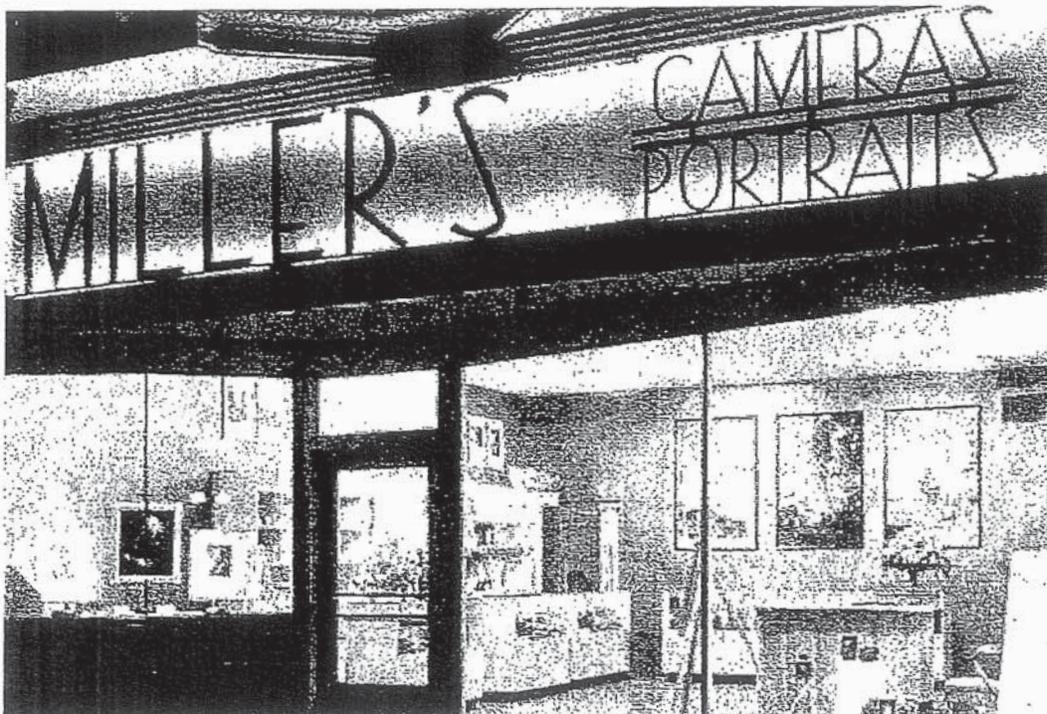
[Our History \(/about/history\)](#)

[Employment \(/about/employment\)](#)

[The Columbia Lab \(/about/columbialab\)](#)

[The Pittsburg Lab \(/about/pittsburglab\)](#)

[Convention Schedule \(/about/convention\)](#)



Miller's Professional Imaging is the largest professional lab organization in the United States. We provide professional prints and press products for professional photographers in all fifty states. Since our inception, we have developed a reputation for having the highest quality products, customer service, and technologies in the industry, all of which have contributed to becoming the preferred lab of professional photographers nationwide.

Miller's Professional Imaging began above Bill Miller's studio in downtown Pittsburg in 1964. Knowing he was limited in growth in this location, Bill constructed a new 3,900 square-foot facility in 1968 where it still stands on East Jefferson Street. Since that time and with twelve building expansions, the Pittsburg facility has grown to 127,000 square feet in size. In order to meet the needs of the digital age, Miller's built a second, state-of-the-art, 40,000 square-foot facility in March of 2001. In 2003, Miller's launched Mpix, a fully web-based digital imaging lab to service both emerging professionals and photo enthusiasts. In 2009, MpixPro was launched, catering to single-studio photographers looking for price savings and simplicity. Miller's Professional Imaging continues to support established photographers with a full service one-stop business model.

Miller's has a rich history in photography. Bill Miller was a portrait and wedding photographer before World War II. During the war, he was a cinematographer filming much of the footage we still see on television documentaries. Besides receiving his Masters in photography, Bill was also a recipient of the ASP Fellowship. Bill's son, Richard, is now CEO of Miller's. He is a Master Photographer, twice having been named Kansas Photographer of the Year. Vice President, Dick Coleman, is also a Master Photographer. Dick's son, Todd Coleman, is President and COO.

B

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**QUESTION 10(b)**

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**From:** Lori Altom <loria@Millerslab.com>  
**Date:** Friday, November 11, 2016 at 2:21 PM  
**To:** Rob Mandel <rmandel@stimtax.com>  
**Subject:** RE: New Jobs

Here you go:

Year	Month	Total
2015	October	8
2015	November	8
2015	December	0
2016	January	0
2016	February	0
2016	March	4
2016	April	3
2016	May	1
2016	June	0
2016	July	0
2016	August	46
2016	September	23
		93

STATEMENT OF POLICY AND PROCEDURES  
TAX EXEMPTIONS AND INCENTIVES FOR ECONOMIC DEVELOPMENT  
CITY OF PITTSBURG, KANSAS

Section

1. Purpose
2. General Objective
3. Legal Authority
4. General Procedure
5. "Tax Incentive" Defined
6. Definitions
7. Jurisdictions
8. Nominal Tax Determination
9. Minimum Payment in Lieu of Taxes
10. Special Assessments
11. Pirating
12. Application of "But-For" Principal
13. Standards for Determining Benefits
14. No Exemptions

Section

15. Amount of Tax Incentives
16. Application Required
17. Application and Renewal Fees
18. Initial Review Procedures
19. Administrative Review Committee
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21. Notice and Hearing
22. Letters of Intent
23. Annual Renewal
24. Transfer of Ownership or Use
25. Distribution of Revenue
26. Exemption Ordinance
27. Exemption Forms
28. Waiver of Statement Requirements

Section 1. Purpose. The purpose of this statement is to establish the official policy and procedures of the City of Pittsburg, Kansas, for the granting of property tax exemptions and tax incentives for real and personal property used for economic development purposes, in accordance with the provisions of Section 13 of Article 11 of the Constitution of the State of Kansas.

Section 2. General Objective The securing of private economic growth and development and the addition of new jobs within the community are important current and long-term objectives of this City. The granting of property tax exemptions and tax incentives is one of the tools available under Kansas law to help secure these public objectives. This Statement is intended to establish the procedure and policy standards to govern the fair, effective and judicious use of the power to grant such exemptions and tax incentives in the City.

Section 3. Legal Authority The governing bodies of Kansas counties and cities may exempt certain property used for economic development purposes from taxes for a maximum of ten (10) years, in accordance with the provisions of Section 13 of Article 11 of the Kansas Constitution, subject to such limitations or prohibitions as may be enacted by the legislature that are uniformly applicable to all cities and counties. This authority is discretionary with the City, and the City may provide for tax exemptions-incentives in an amount and for purposes more restrictive than that authorized by the Constitution or any such legislation. Pursuant to its home rule powers, the City may (1) require the owners of

D

any property for which an exemption is requested to provide certain information, (2) condition the granting of an exemption to an agreement providing for the payment of in lieu charges or taxes under the provisions of K.S.A. 12-147 and 12-148, and (3) require the payment of initial application and annual renewal fees reasonably necessary to cover the costs of administration.

Section 4. General Procedure. The following basic procedure shall govern the issuance of tax exemptions-incentives within this City: (1) The applicant business shall apply for a tax exemption-incentive by filing a written application as provided in Section 16. (2) The city shall then determine whether the requested tax exemption-incentive (a) may be lawfully granted, and (b) should be granted, with the amount thereof later determined. (3) If it is determined that some tax exemption-incentive should be granted, a 100 percent (100%) exemption of that property of the business legally eligible for exemption shall be provided, but subject to an agreement of the business to make an in lieu tax payment as may be required by the City. (4) The amount of the tax incentive, which will be an amount less than the taxes otherwise payable if the property were not exempt, will then be determined in accordance with this Statement. (5) Upon the failure of the business to fully and timely pay the in lieu tax payments, as may be required as a condition of granting of an exemption, or to provide reports or other information requested by the City and reasonably necessary for the implementation of this policy, the City may either deny, revoke, or not renew the authorization of such an exemption. All requests for a tax exemption-incentive for economic development purposes shall be considered and acted upon in accordance with this Statement.

Section 5. "Tax Incentive" Defined. Various words and terms used in this Statement are defined in Section 6. The terms "tax incentive" or "tax exemption-incentive" shall mean the difference between the amount of ad valorem property taxes the affected business would pay if there were no city-granted exemption and the amount required to be paid as in lieu of taxes or charges. For example, if the taxes required with no exemption were \$5,000, and the required in lieu payments were \$3,000, the "tax incentive" would be \$2,000.

Section 6. Definitions. For the purpose of this Statement, in application to this City, the words or phrases as used in either the Constitution or this Statement shall have meaning or be construed as follows:

- (a) "Applicant" shall mean to include the business, property owner or owners, and their officers, employees and agents.
- (b) "Associated therewith" as used with respect to tangible personal property shall mean being located within, upon or adjacent to buildings or added improvements to building.
- (c) "Business" shall be limited to enterprises which manufacture articles of commerce, conduct research and development or store goods or commodities which are sold or traded in interstate commerce.
- (d) "Commenced operations" shall mean the start of the business activity housed in the building for which tax exemption-incentive is requested.
- (e) "Economic development purposes" shall mean the establishment of a new business or the expansion of an existing business, engaged in manufacturing

articles of commerce, conducting research and development, or storing goods or commodities which are sold or traded in interstate commerce, which results in additional employment.

- (f) "Expansion" shall mean the enlargement of a building or buildings, construction of a new building, the addition of tangible personal property, or any combination thereof, which increases the employment capacity of a business eligible for a tax exemption-incentive and which results in the creation of new employment.
- (g) "Manufactures articles of commerce" shall mean a business engaged in the mechanical or chemical transformation of material or substances into new products, as defined in the "Standard Industrial Classification Manual."
- (h) "Research and development" shall mean the application of science or technology to the improvement of either process of manufacturing or manufactured products of both.
- (i) "Storing goods or commodities which are sold or traded in interstate commerce" shall refer to the business of storing property which may be exempt from ad valorem taxation under the provision of K.S.A. 79-201f.
- (j) "Tangible personal property" shall mean machinery and equipment used during the term of the tax exemption which may be granted.

Section 7. Jurisdiction. The City shall grant tax exemptions-incentives only as to property located within the City. The City encourages the Board of County Commissioners to consult with the City as to applications outside the City and within the three-mile area.

Section 8. Nominal Tax Determination. All tangible property of a business receiving a tax exemption-incentive under this Statement shall be annually assessed by the county appraiser in the same manner as if it were not exempt, but the amount thereof shall not be placed on the assessment rolls. The amount of the property taxes which would be payable shall also be determined annually by the county clerk and treasurer, in the same manner as if the property were not exempt, but such amount shall not be placed on the tax rolls. Separate assessment and tax calculations shall be made for the land, for the improvements thereon, and for any tangible personal property associated therewith, of the exempt business. The appropriate county officers are requested to provide the City with this information as early as possible, but not later than October 1 of each year.

Section 9. Minimum Payment in Lieu of Taxes. Any applicant receiving a tax exemption-incentive pursuant to this Statement shall be required to make a minimum payment in lieu of taxes which equals the amount of property tax which was paid or was payable for the most recent year on the appraised valuation of the real estate, including either buildings together with land or land only, prior to the construction of new buildings or added improvements to buildings on such property or prior to the acquisition of the property by the new business. The purpose of requiring this minimum in lieu tax payment is to insure that the city, county, school district and any other taxing jurisdictions affected by the exemption will not receive

less tax revenue from the exempted property than was received prior to the exemption.

Section 10. Special Assessments. Any tax exemption granted for real property under this Statement shall not affect the liability of such property for any special assessments levied or to be levied against such property.

Section 11. Pirating. It shall be the policy of the City to discourage applications for tax exemptions-incentives which deliberately encourage and cause the pirating of business from another Kansas community to this community, or from this community to another Kansas community. It is the intent of the City to avoid participation in "bidding wars" between cities or areas competing for the location of new business or expansion of existing businesses, through attempts to offer the largest tax incentive which is detrimental to the state's economy and the public interest.

Section 12. Application for "But-For" Principle. Any tax exemption-incentive granted by the City shall be subject to the "but-for" principle; i.e., the tax incentive must make such a difference in determining the establishment or expansion of the business that the business would not otherwise be established or expanded in the City but for the availability of the tax incentive and/or other public inducements.

Section 13. Standards for Determining Benefits. The City will consider granting tax exemptions-incentives only upon a clear and factual showing of direct economic benefit to the City through advancements of its economic development goals, including the creation of additional jobs and the stimulation of additional private investment. The Governing Body may grant a tax exemption-incentive to the applicant pursuant to the Schedule set forth in Section 15 after a consideration of various factors including, but not limited to, the following:

- (a) The appraised valuation of the property in relation to the economic benefit to the City of increased employment.
- (b) The gain in capital investment which may result from the new or expanded business, including the increase in the property tax base upon the expiration of the exemption.
- (c) The contribution that the new or expanded business will make towards increased employment and earning within the community.
- (d) The number of new jobs created directly by the business in relation to the amount of tax incentives granted.
- (e) The kinds of jobs created in relation to the type of skills available from the local labor market.
- (f) The utilization by the business of labor skills and abilities of a large number or group of unemployed persons in the community.
- (g) The degree to which the business improves the diversification of the economy of the city and its environs.

- (h) The degree to which the ultimate market for the manufactured products is outside the community, recognizing that outside markets bring in "new money" to the local economy.
- (i) The degree to which the business might be in direct competition with local firms.
- (j) The potential of the business for future expansion and additional job creation.
- (k) The beneficial impacts the business may have by creating other new jobs and businesses, including the utilization of local products or other materials and substances in manufacturing.
- (l) The beneficial economic impact the business will have on a particular area of the City, including designated enterprise zones and areas of needed revitalization or redevelopment.
- (m) The compatibility of the location of the business with land use and development plans of the City and the availability of existing infrastructure facilities and essential public services.
- (n) The extent to which additional direct or indirect public costs to the City and to other local units would be necessary, such as the cost of the extension of public facilities.
- (o) The extent to which the economic and employment benefits of the tax incentive accrue to the residents and taxpayers of those taxing subdivisions which indirectly "subsidize" the business as a result of the foregone tax revenue.

Section 14. No Exemptions. No tax exemption-incentive shall be granted to any business which commenced operations prior to August 5, 1986, nor for the expansion of any business unless the expansion was commenced after August 5, 1986, and new employment was created as the result of said expansion.

Section 15. Amount of Tax Incentives. The two primary objectives of the City in granting tax exemption-incentives for economic development are to (1) create jobs, and (2) attract capital investment which will expand the economic and tax base of the City. Following a consideration of the factors set forth in Section 13 of this Statement and any others deemed relevant, the Governing Body shall determine whether to grant a tax exemption-incentive. If the Governing Body decides to grant a tax exemption-incentive, the amount and term thereof shall be determined pursuant to the following schedule:

**SCHEDULE OF TAX EXEMPTION/TAX EXEMPTION INCENTIVE**

LEVELS	CAPITAL INVESTMENT	JOBS CREATED	EXEMPTION	MINIMUM PAYMENT IN LIEU OF TAXES
ONE	\$100,000-200,000	5-20	1 YEAR	
TWO	\$201,000-400,000	21-40	2 YEARS	
THREE	\$401,000-600,000	41-60	3 YEARS	
FOUR	\$601,000-800,000	61-80	4 YEARS	
FIVE	\$801,000-1,000,000	81-100	5 YEARS	
SIX	1,000,000-2,000,000	101-150	6 YEARS	
SEVEN	2,000,000-3,000,000	151-200	7 YEARS	
EIGHT	3,000,000-5,000,000	201-250	8 YEARS	
NINE	5,000,000-7,000,000	251-300	9 YEARS	
TEN	7,000,000-9,000,000	301-450	10 YEARS	

1. The tax exemption/incentive cannot begin until the calendar year in which a new business commences its operations or the calendar year in which the expansion of an existing business is completed.
2. Both a new business and the expansion of an existing business will have a maximum of 24 months following the start of construction to apply for an initial tax exemption/incentive.

3. No business shall be eligible for a tax exemption/incentive unless, in addition to compliance with other sections of this Statement, it expends a minimum capital investment of \$100,000 AND also creates at least 5 new or additional full-time jobs.
4. A full-time job is defined as a position which has been filled for at least ten consecutive months for 160 hours per month during the business taxable year. Additional jobs are those that exceed the base number of jobs of the business, which base is computed by dividing by three (3) the sum of the number of full-time jobs of the business, as above defined, during the three taxable years immediately preceding the filing of the application.

If the business is a new enterprise or has not been in operation for the full three (3) year period, then the base shall be an annualized employment figure to be determined by the following method of computation:

Divide the sum of the total number of jobs which have been filled for 160 hours on the last day of each calendar month of operation by the number of full calendar months the business has been in operation immediately preceding the filing of the application.

5. Assuming the business is eligible for a tax exemption/incentive, and continues to comply with this schedule and other sections of this Statement, the term of the tax exemption/incentive will be for the number of years provided by either the capital investment or the jobs created column, **WHICHEVER IS HIGHER**.
6. The maximum term of the tax exemption/incentive for a business will be ten (10) years, no matter what the amount of capital invested or jobs created within such 10 year term.
7. Tax exemption/incentive will be granted for ten (10) years with payments in lieu of taxes for those years which the company is not eligible for exemption/incentive.
8. An additional term of tax exemption/incentive may be granted the business IF (a) it invests an additional \$100,000 AND creates five (5) additional full-time jobs AND (b) such capital investment and jobs created move the business to the next higher LEVEL on the schedule.
9. It is understood that the business has the responsibility to file an annual claim for exemption with the County Appraiser on forms provided by the director of property valuation on or before March 1 of each year; which claim must have attached a written statement signed by the City Clerk that the property continues to meet all the terms and conditions established as a condition of granting the exemption.

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Section 16. Application Required. The City will not consider the granting of any tax exemption-incentive unless the business submits a full and complete application and provides such additional information as may be requested by the City Manager or Governing Body. The City Manager is hereby authorized and empowered to prepare a standard application form which, upon completion, will provide the Governing Body with adequate and sufficient information to determine whether a tax incentive should be granted and the amount thereof. The accuracy of the information provided in the application shall be verified by the applicant. Any misstatement of, or error in, fact may render the application null and void and may be cause for the repeal of any ordinance adopted in reliance on said information.

Section 17. Application and Renewal Fees. Any business requesting a tax exemption pursuant to this Statement shall pay to the city an application fee of Two Hundred Fifty Dollars (\$250.00), which shall be submitted at the same time the application form required by Section 16 is submitted. In addition, any business which has been granted a tax exemption shall pay an annual renewal fee in the amount of One Hundred Dollars (\$100.00).

Section 18. Initial Review Procedure. On receipt of the completed application form and the required fee, the City Manager or his/her designate shall determine (a) whether the application is complete and sufficient for review, and (b) whether the applicant business is eligible for an exemption under the Kansas Constitution, this Statement and any other applicable laws. If the application is incomplete, the City Manager shall promptly notify the applicant, noting the need for such changes or additions as deemed necessary. If questions arise as to whether the business is legally eligible for an exemption, the matter shall be referred to the City Attorney, who shall render a written opinion. If the application is found complete and is for a purpose which appears to be authorized by law, the City Manager shall transfer copies of the application and any supplemental information to the Economic Development Revolving Loan Fund (Sales Tax) Advisory Committee.

Section 19. Administrative Review Committee. The Economic Development Revolving Loan Fun (Sales Tax) Advisory Committee is hereby appointed as the Administrative Review Committee. The purpose of the Administrative Review Committee shall be to receive and review requests and applications for tax exemptions-incentives, to gather and review such additional information as may be deemed necessary, to conduct preliminary negotiations with the applicant business, and to make such recommendations as deemed advisable to the Governing Body. Administrative Review Committee records, including applications for tax exemptions, may be withheld from public disclosure under the Kansas Open Records Act as provided for under subsections (20) and (31) and other subsections of K.S.A. Supp. 45-221, but shall be available for public inspection when otherwise required by law.

Section 20. Initial Governing Body Action. Upon receiving the recommendations of the Administrative Review Committee, the Governing Body shall first determine whether to reject the requested exemption or to further consider the request. Upon a favorable vote for further consideration, the Governing Body shall either (1) issue a letter of intent as provided by Section 22 or (2) schedule a public hearing thereon.

Section 21. Notice and Hearing. No tax exemption shall be granted by the City prior to a public hearing thereon, except by waiver of this requirement under Section 28. Notice of the public hearing shall be published at least seven (7) days prior to the hearing in the official city newspaper, giving the time and place, and the hearing may be held at a regular or special meeting of the Governing Body. The City Clerk shall thereupon notify the board of county commissioners, the superintendent of the appropriate school district, and the clerk of any other taxing jurisdiction, excluding the state, which derives or could derive property taxes from the affected business, advising them of the scheduled public hearing and inviting their review and comment. Upon request, the City Clerk shall provide any such public agency with a copy of the application. The applicant business shall be invited, but not required, to attend the public hearing.

Section 22. Letters of Intent. Upon receiving the recommendations of the Administrative Review Committee, the Governing Body may issue a letter of intent, setting forth in general terms its proposed plans for granting a tax exemption-incentive and any conditions thereto. Such letters of intent shall be issued only with the approval of the Governing Body, and as an expression of good faith intent, but shall not in any way bind the City to the granting of an exemption-incentive. Such letters of intent shall expire six (6) months after issuance, but may be renewed. A public hearing shall not be required prior to the issuance of letters of intent. No elected or appointed officer, employee of committee of the City, and no chamber, board, development council or other public or private body or individual, shall be authorized to speak for and commit the Governing Body to the granting of a tax exemption-incentive.

Section 23. Annual Renewal. The extent and term of any tax exemption-incentive granted shall be subject to annual review and determination by the Governing Body to insure that the ownership and use of the property and any other qualifying criteria of the business for the tax exemption-incentive continue to exist. The review shall be completed by no later than February 1 of each year. The City shall require an annual renewal application to be filed as well as other information necessary to assure the continued qualification of the exempt business. The business shall furnish to the City, or its designated representatives, evidence to the City's satisfaction to verify employment levels and/or capital investment.

Section 24. Transfer of Ownership or Use. No exemption or tax incentives granted by the City shall be transferred as a result of a change in the majority ownership of the business. Any new owner shall file a new application for a tax exemption-incentive. Further, the City shall be notified by the business of any substantive change in the use of a tax exempt property (see Section 27).

Section 25. Distribution of Revenue. The granting of tax exemption-incentives by the City is hereby declared to a contract under the provisions of K.S.A. 12-147. The in lieu of taxes payment which is required of a business granted a tax exemption under this Statement shall be paid to the county treasurer, with notice of the amount and date paid provided to the City. The county treasurer is directed to apportion the payment, under the provisions of subsection (3) of K.S.A. 12-148, to the general fund of all taxing subdivisions, excluding the state, which levy taxes on property where the business is situated. The apportionment shall be based on the relative amount of taxes levied, for any and all purposes, by each of the applicable taxing subdivisions.

Section 26. Exemption Ordinance. The City Clerk shall provide a copy of the ordinance, as published in the official city newspaper, granting an exemption from taxation to the applicant for use in filing an initial request for tax exemption as required by K.S.A. 79-213 and by K.S.A. 79-210 for subsequent years.

Section 27. Exemption Forms. A copy of the exemption applications required by K.S.A. 79-213 and 79-210, as well as the statement required by K.S.A. 79-214 for the cessation of an exempt use of property filed with the County Appraiser, shall also be filed with the City Clerk by the property owner.

Section 28. Waiver of Statement Requirements. The Governing Body reserves the right to grant or not to grant a tax exemption-incentive under circumstances beyond the scope of this Statement, or to waive any procedural requirement. However, no such action or waiver shall be taken or made except upon a finding by the Governing Body that a compelling or imperative reason or emergency exists, and that such action or waiver is found and declared to be in the public interest.

RECEIVED AND EXECUTED BY THE SIGNATORIES THIS  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**CITY OF PITTSBURG, KANSAS**

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

\_\_\_\_\_  
(Business Name)

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

(Individual's Name & Title)

Question No. 7

1993-6611

2013-5552

2016-2286

FROM

TO

Entered in Transfer Record in my office, this March 14 day of 1983  
Dean MacFarland  
County Clerk.

STATE OF KANSAS, County: } ss.  
This instrument was filed for record on the day of 19 at o'clock M., and duly recorded in Book of Deeds, at page  
Register of Deeds, Deputy.  
By \_\_\_\_\_  
FEE.  
Register of Deeds, for recording, \$ \_\_\_\_\_  
County Clerk, for transfer, \$ \_\_\_\_\_  
Total, \$ \_\_\_\_\_

THIS DEED, Made this 11<sup>th</sup> day of MARCH  
19 83 . between MARTIN J. BENELLI and MARGARET E. BENELLI, husband and wife,  
of Crawford County, in the State of Kansas  
of the first part, and MILLER'S, INC., a Kansas corporation,

of the second part,

WITNESSETH, That parties of the first part, in consideration of the sum of One (\$1.00) and NO Dollars, 100 and other valuable consideration, the receipt of which is hereby acknowledged, do by these presents

convey and warrant unto party of the second part, its successors and assigns, all the following-described real estate situated in the County of Crawford and State of Kansas , to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21 and 22, all in Block 3 in Bonview, A Subdivision of the South Half of the Southeast Quarter of Section Twenty Nine (29), Township Thirty (30), Range Twenty five (25) in Crawford County, Kansas.

Except Easement to the City of Pittsburg for Sanitary Sewer Pipe Line, as recited in Easement recorded in Book 17 of Miscellaneous Records at page 405.

Also Subject to Sewer Agreement pertaining to Lot Six (6), as shown by "Agreement" recorded in Book 57 of Miscellaneous Records at page 383.

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

And party of the first part, for themselves, their heirs, executors and administrators, do hereby covenant, promise and agree to and with party of the second part that at the delivery of these presents they are lawfully seized in their own right, of an absolute and inalienable estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature or kind soever except;

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

IN WITNESS WHEREOF, parties of the first part have hereunto subscribed their name, the day and year first above written.

Martin J. Benelli  
Martin J. Benelli

Margaret E. Benelli  
Margaret E. Benelli

STATE OF KANSAS, CRAWFORD COUNTY, ss.  
BE IT REMEMBERED, That on this 11<sup>th</sup> day of MARCH, 1983, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came MARTIN J. BENELLI and MARGARET E. BENELLI, husband and wife, who are personally known to me to be the same persons who executed the foregoing deed, and duly acknowledged the execution of the same.  
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



Harold C. Honurria  
Notary Public.

## **A Tax Abatement Cost-Benefit Analysis of Millers Professional Imaging for the City of Pittsburg**

Completed by  
Municipal Consulting, LLC  
11/21/2016

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### **ABOUT THIS REPORT:**

This report uses data that was collected from the firm involved and budget reports from each of the taxing entities where the project is to be located. This data is summarized on pages 4 and 5. In addition, various calculations were applied to the data using rates and information gathered from the current economic and financial conditions.

### **DEFINITIONS USED:**

- **Rate of Return:** Incentives and tax abatements granted by the taxing entities are equivalent to a public investment in the firm. Comparing these investments to the various benefits received over the 10-year project period by the public entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the entity's cost of capital would be considered a favorable investment.
- **Net Present Value:** This is the amount that a future series of payments is worth today, given an assumed discount rate. The only way to accurately compare payments to be made or received in the future to the dollar value at present is with Net Present Value. Generally, a positive net present value indicates an acceptable investment.
- **Benefit - Cost Ratio:** Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity benefits received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1.0, then the benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity would like to have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement and/or other incentives. However, the governing body may take into account the other economic benefits of the project in making that decision.

**DISCLAIMER:**

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and other economic variables. It also uses information submitted by the firm based on its best estimates of what they expect to occur in the next decade. Future business results and economic factors are not and cannot be guaranteed. Therefore, we provide no guarantee on the future performance of the firm, or that conditions within the taxing entities will remain as they are today. The governing body should make its decision on the best information presented, while fully recognizing that future performance could be substantially different.

**COMMENTS SPECIFIC TO THIS PROJECT:**

The overall costs and benefits for each taxing entity are:

<b>Taxing Entity</b>	<b>Benefit to Cost Ratio</b>	<b>Average Return on Investment</b>
City of Pittsburg	2.36	13.60%
Crawford County	1.78	7.81%
Pittsburg USD 250	3.01	20.13%
Wildcat Extension District	1.32	3.23%
State of Kansas	3.17	21.67%

Each of the taxing entities has a positive benefit-to-cost ratio that exceeds the desired 1.3 ratio. This report assumes the firm will receive approval for a 100% property tax abatement on the new construction for ten years, as provided from existing city policy guidelines. We made an assumption that 20% of the new residents in the county would opt to build a new housing unit.

If you have any questions or comments, you may reach me with the contact information below.

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2207 N. Free King Hwy, Pittsburg, KS 66762-8418

Column1	Column2	Column3	Column4	Column5	Column6
<b>COST-BENEFIT ANALYSIS PROJECT SUMMARY</b>					
<b>PROJECT NAME:</b>		<b>Millers Professional Imaging</b>			
<b>DATE:</b>			11/21/2016		
<b>GOVERNMENTAL ENTITIES INVOLVED:</b>					
<b>CITY:</b>			<b>City of Pittsburg</b>		
<b>COUNTY:</b>			<b>Crawford County</b>		
<b>SCHOOL DISTRICT:</b>			<b>Pittsburg USD 250</b>		
<b>SPECIAL TAXING DISTRICT #1</b>			<b>Wildcat Extension District</b>		
<b>STATE:</b>			<b>State of Kansas</b>		
<b>INFLATION RATE:</b>		1.50%	<b>DISCOUNT RATE:</b>		2.50%

### Millers Professional Imaging

Column1	Column2	Column3	Column4	Column6	Column11
<b>Community Data Inputs:</b>					
	<b>City of Pittsburg</b>	<b>Crawford County</b>	<b>Pittsburg USD 250</b>	<b>Wildcat Extension District</b>	<b>State of Kansas</b>
Mill Levy	48.471	49.584	50.875	1.098	1.500
Market Value New Home	\$149,500	\$141,600	\$149,500	\$141,600	\$190,800
Sales Tax	1.75%	1.000%	n/a	n/a	6.50%
Transient Guest Tax	0.00%	6.00%	n/a	n/a	n/a
Utility Revenue/HsHld	\$319.53	n/a	n/a	n/a	n/a
Franchise Fees/HsHld	\$229.05	n/a	n/a	n/a	n/a
Other Revenues/Res.	\$749.14	\$350.90	n/a	\$9.14	\$1,896.45
Marg. Cost/Res./Student	\$318.43	\$121.46	\$1,154.39	\$2.35	\$568.94
Other Revenues/Worker	\$695.63	\$325.83	n/a	\$8.33	\$1,597.42
Marginal Cost/New Worker	\$295.69	\$112.79	n/a	\$2.14	\$484.26
State Funding/Pupil	n/a	n/a	\$8,485.73	n/a	n/a
Federal Funding/Pupil	n/a	n/a	\$935.79	n/a	n/a
Visitor Daily Spending	\$35	\$35			
Average Hotel Room Rate	\$110	\$110			
Pull Factor	1.09	0.75			
Percent of County Share	75.00%	100.00%			
Annual Sales Tax per capita	\$944	\$653			
Housing Vacancy Rate	14.10%	11.60%			

**Millers Professional Imaging**

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12	Column13	Column14	Column15
<b>Firm Data Inputs:</b>			First Expansion			Second Expansion			Third Expansion			Fourth Expansion		
	Land	Building	FFE	Land	Building	FFE	Land	Building	FFE	Land	Building	FFE		
Firm's Investment in:	\$522,431	\$4,997,708	\$3,312,855	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City Infrastructure Investment	\$0	\$0												
	<b>Growth</b>	<b>Const. Per.</b>	<b>Yr. 1</b>	<b>Yr. 2</b>	<b>Yr. 3</b>	<b>Yr. 4</b>	<b>Yr. 5</b>	<b>Yr. 6</b>	<b>Yr. 7</b>	<b>Yr. 8</b>	<b>Yr. 9</b>	<b>Yr. 10</b>	<b>Total</b>	
Sales	0.00%		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$11,000,000	\$11,000,000	\$13,000,000	\$13,000,000	\$15,000,000	\$15,000,000	\$118,000,000	
Purchases	0.00%		\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$500,000	\$500,000	\$500,000	\$500,000	\$4,400,000	
Net Util. Rev.	5.00%	\$0	\$12,422	\$13,044	\$13,696	\$14,381	\$15,100	\$15,855	\$16,647	\$17,480	\$18,354	\$19,271	\$156,249	
Franchise Fees	5.00%	\$0	\$16,750	\$17,588	\$18,467	\$19,390	\$20,360	\$21,378	\$22,447	\$23,569	\$24,747	\$25,985	\$210,680	
New Employees			20	20	20	20	22	22	22	22	23	23	214	
Employees New to the City			4	4	4	4	4	4	4	5	5	5	43	
Employees New to the County			4	4	4	4	4	4	4	5	5	5	43	
Employees New to the State			1	1	2	2	2	2	3	3	3	3	22	
New Students in the School District			4.0	4.0	4.0	4.0	4.0	4.0	4.0	5.0	5.0	5.0	43.0	
Average Salaries of new employees			\$46,000	\$47,000	\$48,000	\$49,000	\$50,000	\$51,000	\$52,000	\$53,000	\$54,000	\$55,000	N/A	
Tax Abatement-Land			100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	N/A	
Tax Abatement-Bldg.			100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	N/A	
Visitors	0.0%	0	800	800	800	800	800	800	800	800	800	800	8,000	
			<b>City</b>	<b>County</b>	<b>State</b>									
Percentage of sales taxable in the			2%	2%	10%									
Percentage of purchases taxable in the			70%	90%	90%									
Furniture, Fixtures & Equipment Purchased in:			\$300,000	\$600,000	\$800,000									
Assumed Inflation Rate			1.50%											

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	
<b>COST-BENEFIT ANALYSIS PROJECT SUMMARY</b>									
<b>PROJECT NAME:</b>	Millers Professional Imaging					Ratio of			
<b>DATE:</b>	11/21/2016					NPV of Net			
				<b>Net Present Value of Net Benefits</b>	<b>NPV of Incentives &amp; Taxes Abated</b>	<b>Ratio of NPV of Incentives and Taxes Abated</b>	<b>Actual Benefit to Cost Ratio</b>	<b>Avg. Annual Rate of Return</b>	
<b>Entity</b>	<b>Total Benefits</b>	<b>Total Costs &amp; Incentives</b>	<b>Net Benefits</b>	<b>Net Benefits</b>	<b>NPV of Incentives &amp; Taxes Abated</b>	<b>Ratio of NPV of Incentives and Taxes Abated</b>	<b>Actual Benefit to Cost Ratio</b>	<b>Avg. Annual Rate of Return</b>	
City of Pittsburg	\$2,234,158	\$946,737	\$1,287,420	\$1,097,695	\$624,684	1.76	2.36	13.60%	
Crawford County	\$1,461,417	\$820,405	\$641,012	\$545,682	\$639,028	0.85	1.78	7.81%	
Pittsburg USD 250	\$3,124,791	\$1,037,152	\$2,087,640	\$1,752,961	\$655,666	2.67	3.01	20.13%	
Wildcat Extension District	\$23,701	\$17,913	\$5,788	\$4,861	\$14,151	0.34	1.32	3.23%	
State of Kansas	\$3,630,145	\$1,146,342	\$2,483,803	\$2,141,995	\$954,657	2.24	3.17	21.67%	

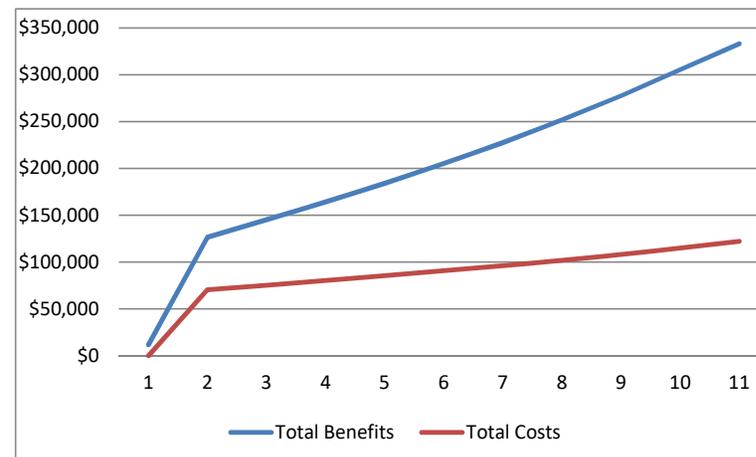
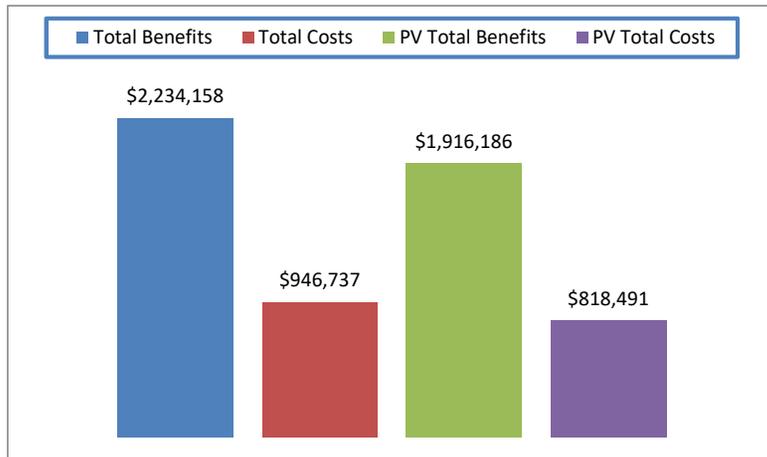
**SUMMARY OF COSTS AND BENEFITS FOR: City of Pittsburgh**  
**PROJECT: Millers Professional Imaging**

**Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.36**  
**Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.34**  
**Average ROI: 13.60%**  
(Typical desired ratio would be 1.3 to 1)

**DATE:** 11/21/2016

**DISCOUNT RATE:** 2.50%

Year	Sales and Transient Guest Taxes	New Property Taxes	Utilities and Franchise Fees	PILOT Payment	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Incentives and Cost of Various City Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
Const.	\$11,813	\$0	\$0	\$0	\$0	\$11,813	\$11,813	\$0	\$0	\$0	\$0	\$11,813	\$11,813	\$11,813	\$0
1	\$18,988	\$67,558	\$31,367	\$0	\$8,776	\$126,688	\$123,598	\$3,730	\$66,892	\$70,622	\$68,899	\$56,066	\$67,879	\$54,699	\$65,260
2	\$25,356	\$69,238	\$32,825	\$0	\$17,815	\$145,234	\$138,236	\$7,572	\$67,895	\$75,467	\$71,831	\$69,767	\$137,646	\$66,405	\$64,623
3	\$31,988	\$70,944	\$34,357	\$0	\$27,123	\$164,411	\$152,672	\$11,529	\$68,913	\$80,442	\$74,699	\$83,969	\$221,614	\$77,973	\$63,993
4	\$38,883	\$72,674	\$35,965	\$0	\$36,706	\$184,228	\$166,902	\$15,602	\$69,947	\$85,549	\$77,504	\$98,679	\$320,293	\$89,398	\$63,369
5	\$47,048	\$74,431	\$37,654	\$0	\$46,571	\$205,704	\$181,812	\$19,795	\$70,996	\$90,792	\$80,247	\$114,912	\$435,205	\$101,565	\$62,750
6	\$55,153	\$76,214	\$39,427	\$0	\$56,723	\$227,517	\$196,187	\$24,111	\$72,061	\$96,172	\$82,929	\$131,345	\$566,550	\$113,258	\$62,138
7	\$65,473	\$78,024	\$41,288	\$0	\$67,170	\$251,955	\$211,961	\$28,551	\$73,142	\$101,694	\$85,551	\$150,261	\$716,811	\$126,410	\$61,532
8	\$74,157	\$80,046	\$43,243	\$0	\$80,352	\$277,798	\$228,002	\$34,154	\$74,239	\$108,394	\$88,964	\$169,404	\$886,216	\$139,038	\$60,932
9	\$84,186	\$82,099	\$45,295	\$0	\$93,914	\$305,494	\$244,618	\$39,919	\$75,353	\$115,272	\$92,302	\$190,222	\$1,076,438	\$152,316	\$60,337
10	\$93,818	\$84,182	\$47,450	\$0	\$107,865	\$333,316	\$260,386	\$45,849	\$76,483	\$122,333	\$95,566	\$210,983	\$1,287,420	\$164,819	\$59,749
<b>Total</b>	<b>\$546,861</b>	<b>\$755,411</b>	<b>\$388,872</b>	<b>\$0</b>	<b>\$543,013</b>	<b>\$2,234,158</b>	<b>\$1,916,186</b>	<b>\$230,814</b>	<b>\$715,923</b>	<b>\$946,737</b>	<b>\$818,491</b>	<b>\$1,287,420</b>	<b>\$1,287,420</b>	<b>\$1,097,695</b>	<b>\$624,684</b>



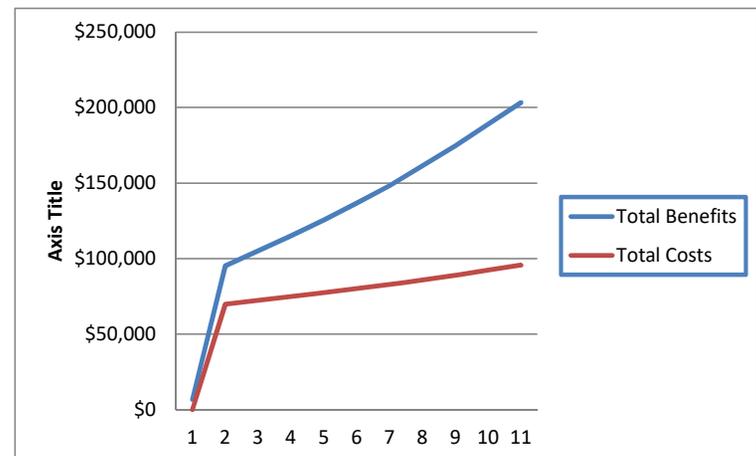
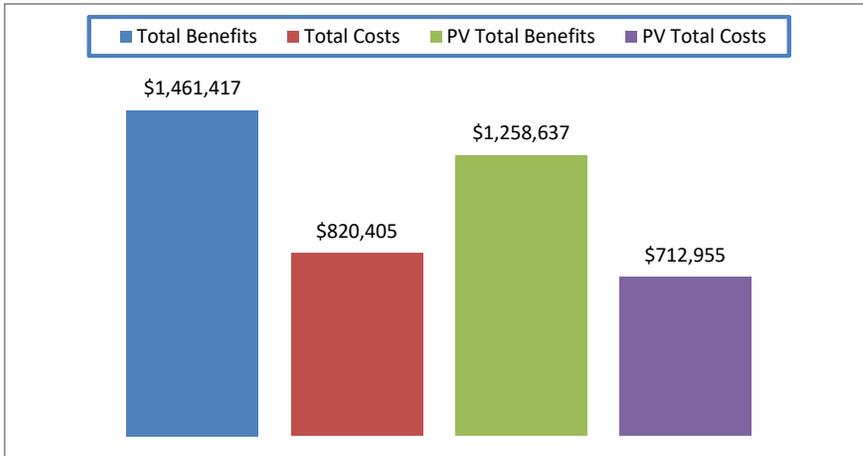
**SUMMARY OF COSTS AND BENEFITS FOR: Crawford County**  
**PROJECT: Millers Professional Imaging**

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: **1.78**  
Ratio of Present Value of Total Benefits to Present Value of Total Costs: **1.77**  
(Typical desired ratio would be 1.3 to 1) **Average ROI 7.81%**

DATE: 11/21/2016

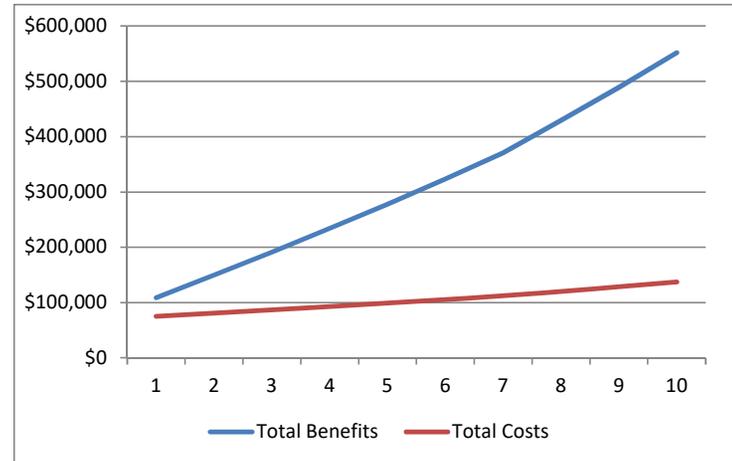
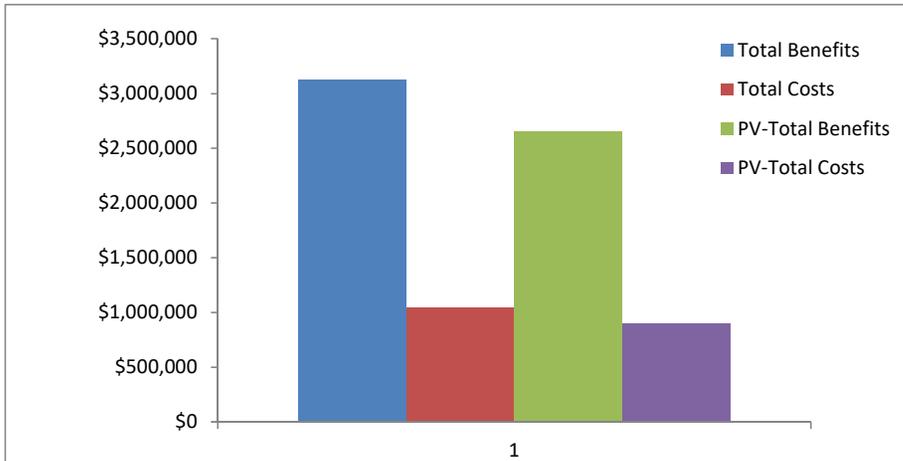
DISCOUNT RATE: 2.50%

Year	Sales and Transient Guest Taxes	New Property Taxes	PILOT Payment	Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
Const.	\$6,750	\$0	\$0	\$0	\$6,750	\$6,750	\$0	\$0	\$0	\$0	\$6,750	\$6,750	\$6,750	\$0
1	\$22,210	\$69,110	\$0	\$4,111	\$95,430	\$93,103	\$1,423	\$68,428	\$69,851	\$68,147	\$25,580	\$32,330	\$24,956	\$66,759
2	\$26,007	\$70,828	\$0	\$8,344	\$105,180	\$100,112	\$2,888	\$69,454	\$72,342	\$68,857	\$32,837	\$65,167	\$31,255	\$66,107
3	\$29,958	\$72,573	\$0	\$12,704	\$115,235	\$107,007	\$4,398	\$70,496	\$74,893	\$69,546	\$40,341	\$105,508	\$37,461	\$65,462
4	\$34,061	\$74,343	\$0	\$17,193	\$125,597	\$113,785	\$5,951	\$71,553	\$77,505	\$70,215	\$48,093	\$153,601	\$43,570	\$64,824
5	\$38,893	\$76,140	\$0	\$21,814	\$136,847	\$120,952	\$7,551	\$72,627	\$80,177	\$70,865	\$56,669	\$210,270	\$50,087	\$64,191
6	\$43,692	\$77,964	\$0	\$26,569	\$148,226	\$127,814	\$9,197	\$73,716	\$82,913	\$71,496	\$65,313	\$275,583	\$56,319	\$63,565
7	\$49,960	\$79,816	\$0	\$31,462	\$161,238	\$135,644	\$10,891	\$74,822	\$85,712	\$72,107	\$75,525	\$351,108	\$63,537	\$62,945
8	\$55,096	\$81,884	\$0	\$37,637	\$174,617	\$143,316	\$13,028	\$75,944	\$88,972	\$73,024	\$85,644	\$436,752	\$70,292	\$62,331
9	\$61,002	\$83,984	\$0	\$43,989	\$188,975	\$151,318	\$15,227	\$77,083	\$92,310	\$73,915	\$96,665	\$533,417	\$77,402	\$61,723
10	\$66,685	\$86,115	\$0	\$50,524	\$203,323	\$158,836	\$17,489	\$78,239	\$95,729	\$74,783	\$107,595	\$641,012	\$84,053	\$61,121
Total	\$434,313	\$772,757	\$0	\$254,347	\$1,461,417	\$1,258,637	\$88,043	\$732,362	\$820,405	\$712,955	\$641,012	\$641,012	\$545,682	\$639,028



**SUMMARY OF COSTS AND BENEFITS FOR:** **Pittsburg USD 250**  
**PROJECT:** **Millers Professional Imaging**  
**DATE:** 11/21/2016 **DISCOUNT RATE:** 2.50%  
**Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:** 3.01  
**Ratio of Present Value of Total Benefits to Present Value of Total Cost:** 2.96  
 (Typical desired ratio would be 1.3 to 1) **Average ROI:** 20.13%

Year	New Property Taxes	PILOT Payment	Additional State, Federal and Other Funding	Total Benefits	Net Present Value of Total Benefits	Additional Costs	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
Const.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	\$70,909	\$0	\$37,686	\$108,595	\$105,946	\$4,618	\$70,209	\$74,827	\$73,002	\$33,768	\$33,768	\$32,945	\$68,497
2	\$72,672	\$0	\$76,503	\$149,175	\$141,987	\$9,374	\$71,262	\$80,636	\$76,751	\$68,539	\$102,307	\$65,236	\$67,829
3	\$74,462	\$0	\$116,475	\$190,938	\$177,305	\$14,271	\$72,331	\$86,603	\$80,419	\$104,335	\$206,642	\$96,885	\$67,167
4	\$76,279	\$0	\$157,630	\$233,909	\$211,910	\$19,314	\$73,416	\$92,730	\$84,009	\$141,179	\$347,821	\$127,901	\$66,512
5	\$78,123	\$0	\$199,993	\$278,116	\$245,814	\$24,504	\$74,518	\$99,022	\$87,521	\$179,094	\$526,915	\$158,293	\$65,863
6	\$79,994	\$0	\$243,592	\$323,586	\$279,027	\$29,846	\$75,635	\$105,482	\$90,957	\$218,104	\$745,019	\$188,071	\$65,220
7	\$81,894	\$0	\$288,453	\$370,347	\$311,560	\$35,343	\$76,770	\$112,113	\$94,317	\$258,234	\$1,003,253	\$217,243	\$64,584
8	\$84,016	\$0	\$345,062	\$429,078	\$352,165	\$42,279	\$77,921	\$120,201	\$98,654	\$308,878	\$1,312,131	\$253,510	\$63,954
9	\$86,170	\$0	\$403,304	\$489,475	\$391,936	\$49,415	\$79,090	\$128,506	\$102,898	\$360,969	\$1,673,100	\$289,038	\$63,330
10	\$88,357	\$0	\$463,216	\$551,573	\$430,888	\$56,756	\$80,277	\$137,033	\$107,050	\$414,540	\$2,087,640	\$323,838	\$62,712
Total	\$792,877	\$0	\$2,331,914	\$3,124,791	\$2,648,538	\$285,721	\$751,430	\$1,037,152	\$895,577	\$2,087,640	\$2,087,640	\$1,752,961	\$655,666



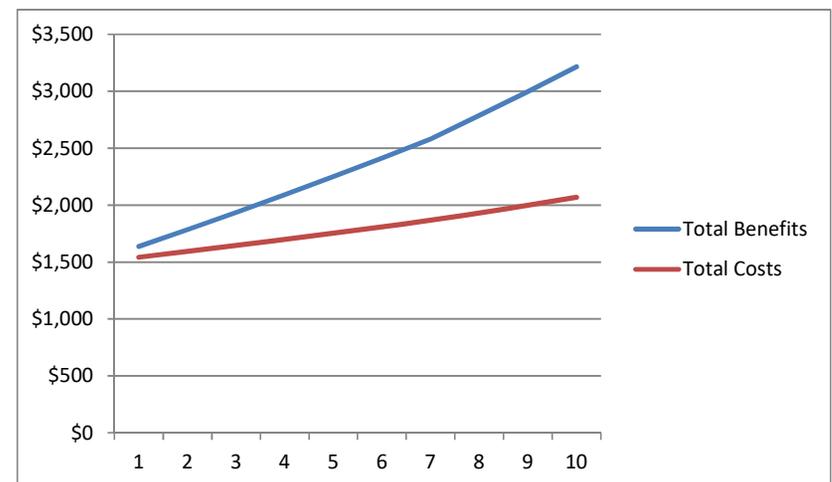
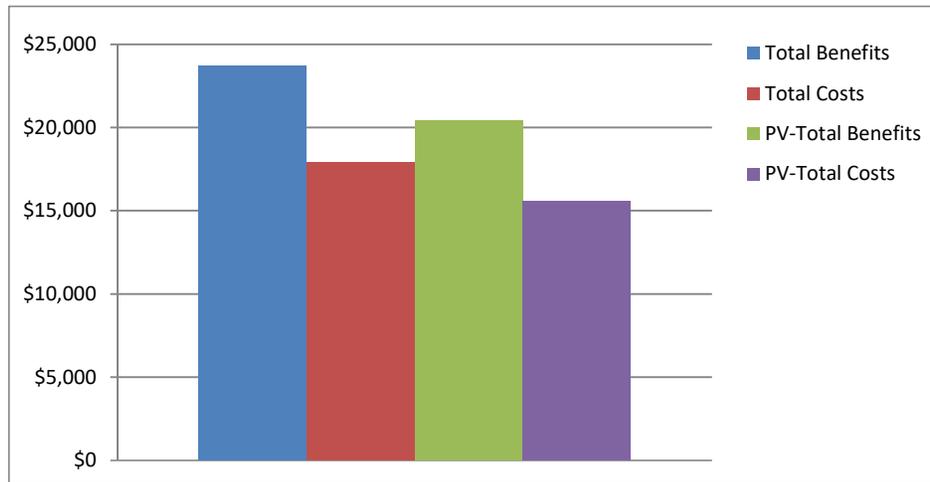
**SUMMARY OF COSTS AND BENEFITS FOR:** Wildcat Extension District  
**PROJECT:** Millers Professional Imaging

**DATE:** 11/21/2016

**DISCOUNT RATE:** 2.50%

**Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:** 1.32  
**Ratio of Present Value of Total Benefits to Present Value of Total Costs:** 1.31  
(Typical desired ratio would be 1.3 to 1) **Average ROI** 3.23%

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
Const.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	\$1,530	\$0	\$106	\$1,637	\$1,597	\$27	\$1,515	\$1,543	\$1,505	\$94	\$94	\$92	\$1,478
2	\$1,568	\$0	\$216	\$1,785	\$1,699	\$56	\$1,538	\$1,594	\$1,517	\$191	\$285	\$182	\$1,464
3	\$1,607	\$0	\$329	\$1,936	\$1,798	\$85	\$1,561	\$1,646	\$1,528	\$290	\$576	\$270	\$1,450
4	\$1,646	\$0	\$445	\$2,092	\$1,895	\$115	\$1,584	\$1,699	\$1,539	\$393	\$968	\$356	\$1,435
5	\$1,686	\$0	\$565	\$2,251	\$1,990	\$145	\$1,608	\$1,754	\$1,550	\$497	\$1,466	\$440	\$1,421
6	\$1,726	\$0	\$688	\$2,415	\$2,082	\$177	\$1,632	\$1,810	\$1,560	\$605	\$2,071	\$522	\$1,408
7	\$1,767	\$0	\$815	\$2,583	\$2,173	\$210	\$1,657	\$1,867	\$1,570	\$716	\$2,787	\$602	\$1,394
8	\$1,813	\$0	\$975	\$2,788	\$2,288	\$251	\$1,682	\$1,933	\$1,586	\$856	\$3,642	\$702	\$1,380
9	\$1,860	\$0	\$1,140	\$2,999	\$2,402	\$293	\$1,707	\$2,000	\$1,602	\$999	\$4,641	\$800	\$1,367
10	\$1,907	\$0	\$1,309	\$3,216	\$2,512	\$337	\$1,733	\$2,069	\$1,617	\$1,146	\$5,788	\$896	\$1,353
Total	\$17,112	\$0	\$6,589	\$23,701	\$20,435	\$1,696	\$16,218	\$17,913	\$15,574	\$5,788	\$5,788	\$4,861	\$14,151



**SUMMARY OF COSTS AND BENEFITS FOR: State of Kansas**

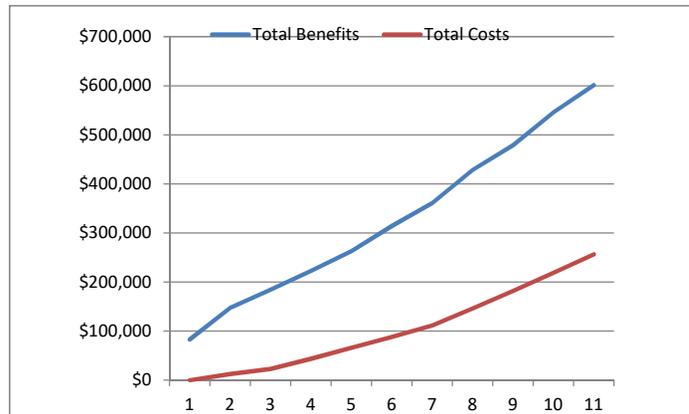
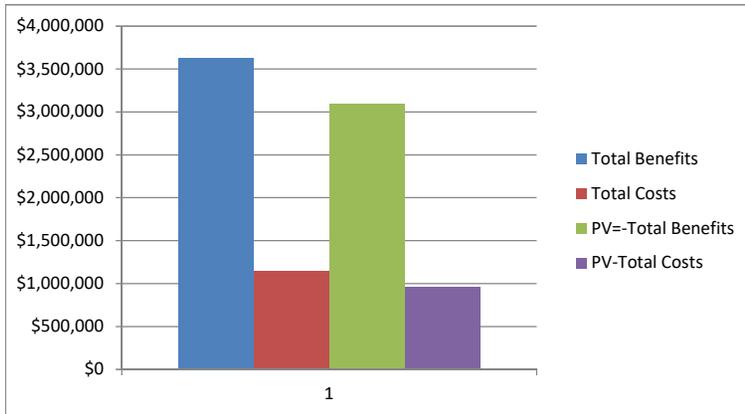
**PROJECT: Millers Professional Imaging**

**DATE: #####**

**DISCOUNT RATE: 2.50%**

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:	3.17
Ratio of Present Value of Total Benefits to Present Value of Total Costs:	3.24
Average ROI	21.67%

Year	Sales Taxes	Property Taxes	Corporate and Personal Income Taxes	PILOT Payment	Other State Revenues	Total Benefits	Present Value of Total Benefits	Cost of Various State Services	Cost of Educating New Students	Property Taxes Abated	Other State Costs	Total Costs	Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
Const.	\$52,650	\$0	\$29,986	\$0.00	\$0	\$82,636	\$82,636	\$0	\$0	\$0	\$0	\$0	\$0	\$82,636	\$82,636	\$82,636	\$0
1	\$132,210	\$2,091	\$8,050	\$0.00	\$5,390	\$147,741	\$144,138	\$1,622	\$8,486	\$2,070	\$0	\$12,178	\$11,881	\$135,563	\$218,199	\$132,257	\$2,020
2	\$160,544	\$2,143	\$16,450	\$0.00	\$5,390	\$184,526	\$175,635	\$3,293	\$17,226	\$2,101	\$0	\$22,620	\$21,530	\$161,906	\$380,106	\$154,105	\$2,000
3	\$190,051	\$2,195	\$25,200	\$0.00	\$5,390	\$222,837	\$206,926	\$6,685	\$34,969	\$2,133	\$0	\$43,786	\$40,660	\$179,050	\$559,156	\$166,266	\$1,980
4	\$220,732	\$2,249	\$34,300	\$0.00	\$5,390	\$262,671	\$237,967	\$10,177	\$53,240	\$2,165	\$0	\$65,582	\$59,414	\$197,089	\$756,245	\$178,553	\$1,961
5	\$262,012	\$2,303	\$44,625	\$0.00	\$5,390	\$314,331	\$277,823	\$13,773	\$72,052	\$2,197	\$0	\$88,022	\$77,799	\$226,309	\$982,554	\$200,024	\$1,942
6	\$298,083	\$2,359	\$55,335	\$0.00	\$5,390	\$361,167	\$311,433	\$17,475	\$91,415	\$2,230	\$0	\$111,121	\$95,819	\$250,046	\$1,232,600	\$215,614	\$1,923
7	\$354,295	\$2,415	\$66,430	\$0.00	\$5,390	\$428,530	\$360,507	\$23,058	\$120,623	\$2,263	\$0	\$145,944	\$122,778	\$282,586	\$1,515,186	\$237,729	\$1,904
8	\$392,948	\$2,477	\$77,910	\$0.00	\$5,390	\$478,726	\$392,913	\$28,805	\$150,686	\$2,297	\$0	\$181,788	\$149,202	\$296,938	\$1,812,124	\$243,711	\$1,886
9	\$447,472	\$2,541	\$90,248	\$0.00	\$5,390	\$545,651	\$436,918	\$34,719	\$181,623	\$2,332	\$0	\$218,674	\$175,099	\$326,976	\$2,139,100	\$261,819	\$1,867
10	\$490,346	\$2,605	\$102,988	\$0.00	\$5,390	\$601,329	\$469,757	\$40,804	\$213,455	\$2,367	\$0	\$256,626	\$200,476	\$344,703	\$2,483,803	\$269,281	\$1,849
Total	\$3,001,343	\$23,377	\$551,521	\$0	\$53,903	\$3,630,145	\$3,096,653	\$180,413	\$943,774	\$22,155	\$0	\$1,146,342	\$954,657	\$2,483,803	\$2,483,803	\$2,141,995	\$19,332



## Millers Professional Imaging Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Number of Jobs Created (Includes related jobs from construction, etc.)	64	214
Number of New Residents in the Community	12	129
Number of Additional Students in the Local School District	4	43.0
Increase in Local Personal Incomes	\$920,000	\$59,604,000
Increase in Local Retail Sales	\$6,932,050	\$34,743,382
Increase in the Community's Property Tax Base	\$5,520,139	\$6,901,238

## INTEROFFICE MEMORANDUM

To: City Manager Daron Hall  
From: Fire Chief Mike Simons  
CC:  
Date: Tuesday, December 13, 2016  
Subject: CDBG grant close out public hearing / urban brush truck

---

The City of Pittsburg has taken possession of the 2016 urban brush truck that was associated with a Community Development Block Grant (CDBG). City staff is requesting a public hearing on Tuesday, December 13, 2016 to allow public input on the final close-out packet. This is a requirement for the CDBG grant process.

Action that is requested is the opening of a public hearing to allow for public input concerning the close-out of the grant and approval of the close-out documents for the Mayor's signature.

## GRANT CLOSE-OUT TRANSMITTAL FORM

Grantee's Name and Address:

City of Pittsburg

201 W. 4<sup>th</sup>

Pittsburg, KS 66762

Grant Agreement No.: 15-PF-025

Commencement Date: 4/1/2015

Completion Date: 3/31/2017

Please complete this form and items 1 through 6 for all grant types (7 is for applicable grants containing construction), including the Performance Hearing Affidavit to conclude this grant project. If this is a business finance or infrastructure grant, complete 9 through 12 in addition.

1. Grantee's/Contractor's Release Form \*
2. Final Independent Auditor's Report
3. Final Quarterly Progress Report (Section 2)
4. Certificate of Completion (2 originals) \*
5. Property Management Report
6. Explanation of Refund Check (if applicable)
7. Notice of Completion/Final Inspection -- Final Wage Compliance Report \*
8. Performance Hearing Affidavit
9. Economic Development Report
10. Copy of Final Payroll and Employee Certification Report (Economic Development Grantee Handbook)
11. Legal Review and Closeout Report
12. Program Income Assignment Agreement (Either Economic Development or Housing)

No costs have been incurred after the Completion Date of the above contract. All necessary documents and procedures have been followed, thereby finalizing the above referenced contract.

Carey Spoon

Preparer's Name

Grant Administrator

620-431-0080

Title

Telephone Number

12/13/2016

Date

\*\*\*Civil Rights – Demographics/Beneficiary Report – these pages have been removed\*\*\*

**GRANTEE’S/CONTRACTOR’S RELEASE FORM**

1 Pursuant to the terms on Grant Agreement Number 15-PF-025 and in consideration of  
2 the sum of forty-five thousand four-hundred fifty-four dollars (\$45,454) which has been  
3 or is to be paid under the said contract to the City of Pittsburg,  
4 grantee upon payment of the said sum by the State of Kansas, Department of Commerce, hereinafter  
5 called the grantor, does remise, release, and discharge the grantor, its officers, agents and employees  
6 of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the  
7 said contract.

8 IN WITNESS WHEREOF, this release has been executed this 13th day of  
9 December, 2016.

10 Signature of Authorized Elected Official: \_\_\_\_\_

11 Typed Name and Title: John Ketterman, Mayor

ATTEST AND SEAL

12 \_\_\_\_\_

13 \_\_\_\_\_

## FINAL INDEPENDENT AUDITOR'S REPORT

If the grantee expends **\$750,000** or more from all Federal sources in any fiscal year in which the grant is open, a 2 CFR Part 200 audit is required from the grantee. If you expend or expect to expend this amount in the current fiscal year, please indicate below. If required, a copy of the entire audit report must be submitted to Commerce in the required time period.

- A. 2 CFR Part 200 audit is not required.
- B. Audit is complete and one copy is enclosed.
- C. Audit is in progress or not yet begun.

Auditor's Name: Mize Houser & Co.

Address: 211 E. 8<sup>th</sup> St., Suite A

Lawrence, KS 66044

Telephone: 785-842-8844

Contact person with firm: Audrey Oderman

Date audit to begin: 3/6/2017

How the audit will be paid for: City Funds

Date audit to be completed: 5/31/2017

**QUARTERLY PROGRESS REPORT - PAGE 1**

**KANSAS DEPARTMENT OF COMMERCE**

**SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Grantee: <u>City of Pittsburg</u>	Report #: <u>8 - Final</u>
Grant #: <u>15-PF-025</u>	Quarter Ending: <u>12/31/2016</u>
Address: <u>201 W. 4<sup>th</sup>, Pittsburg, KS 66762</u>	Contract Award End Date: <u>3/31/17</u>
Company Name (ED Projects): _____	Date Prepared: <u>12/1/2016</u>
Current Chief Elected Official: <u>John Ketterman, Mayor</u>	
Name and telephone number of person who prepared this report:	
<u>Carey Spoon</u>	<u>620-431-0080</u>
Name	Telephone Number

Financial Status:

Total Grant: <u>\$45,454</u>	Total Local Injection <u>\$57,961.22</u>
Drawdowns received to date: <u>\$45,454</u>	Local spent to date <u>\$57,961.22</u>
Drawdowns requested and not yet received: <u>\$</u>	Initial Monitoring Conducted <input checked="" type="checkbox"/>
Total Grant available <u>\$0</u>	Final Monitoring Conducted <input checked="" type="checkbox"/>

Contracts Awarded This Quarter With All Monies: \*

Name & Address, DUNS#	Total Contract Amount	Local	CDBG	Activity		Contractor Data				
				No.	Title	Type of Procurement	Section 3	** MBE	** WBE	Davis- Bacon
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							

\* Attach additional pages if needed.

\*\* Categories are: 1-White, 2-Black/African American, 3-Asian, 4-White, 5-Native Hawaiian/Other Pacific Islander, 6-American Indian/Alaskan Native & White, 7-Asian & White, 8-Black/African American & White, 9-American Indian/Alaskan Native & Black/African American, 10-Other Multi Racial, 11-Hispanic, 12-Non-Hispanic

Describe project accomplishments this quarter:

Accepted delivery of the truck, had radio and graphics installed, conducted monitoring, held close-out hearing, and submitted close-out packet.

Planned activities next quarter:

Technical assistance needs:

none

**QUARTERLY PROGRESS REPORT - PAGE 2**

*You must complete this page if you have a:*

1. Community Improvement, Urgent Need or KAN STEP grant and this is your **first** or **final** report
2. Economic Development grant
3. Attach housing log for housing projects

**Complete for all circumstances listed above:**

		Number of Beneficiaries	Number of LMI Beneficiaries
1.	Target	18,485	9,650
2.	Total to Date	18,485	9,650

*		White	BAA	BAA/W	AI/AN	NH/PI	A	A/W	AI/AN/BAA	AI/AN/W	Other
1.	Total Beneficiaries	16,105	610	222	159	63	370	87	129	185	555
2.	Hispanic Beneficiaries	555	24	35	8	7	6	9	16	26	536

\*BAA-Black African American; BAA/W-Black African American & White; AI/AN-American Indian or Alaskan Native; NH/PI-Native Hawaiian or Pacific Islander; A-Asian; A/W-Asian & White; AI/AN/BAA-American Indian or Alaskan Native & Black African American; AI/AN/W-American Indian or Alaskan Native & White

- |  |              |
|--|--------------|
| 3. Total Number of Households Benefiting to Date         | <u>7,702</u> |
| 4. Total Number of Female Heads of Households Benefiting | <u>2,301</u> |
| 5. Total Number of Disabled Persons Benefiting           | <u>1,289</u> |

NOTE: Beneficiaries are to be reported cumulatively as they occur

**Economic Development Grants only:**

Proposed (FTE - Jobs Count)

	QTR 1	QTR 2	QTR 3	QTR 4	QTR 5	QTR 6	QTR 7	QTR 8
1. Total Jobs Retained _____								
2. Total LMI Jobs Retained _____								
3. Total Jobs Created _____								
4. Total LMI Jobs Created _____								
5. Total Jobs to be generated _____								

Accomplishments

	a. Planned this Quarter	b. Completed this Quarter	c. Completed to Date
6. Number of Jobs Retained			
7. Number of LMI Jobs Retained			
8. Number of Jobs Created			
9. Number of LMI Jobs Created			

10. Explain any variances from planned number of jobs:

### CERTIFICATE OF COMPLETION

<b>A. Name of Grant Recipient</b> City of Pittsburgh	<b>B. Grant Agreement Number</b> 15-PF-025
---	---

#### C. Final Statement of Cost

Program Activity Categories	To Be Completed By The Recipient			To Be Completed By CDBG
	Paid Costs (a)	Local Unpaid Costs (b)	Total Costs (c)	Approved Total Costs
1. 1a Urban Brush Fire Truck	\$95,915.22	0	\$95,915.22	
2. 3a Administrative Activities	\$7,500	0	\$7,500	
3.				
4.				
5.				
6.				
7.				
8.				
9. Total Program Costs	\$103,415.22	0	\$103,415.22	
10. Less Other Funds Applied	\$57,961.22	0	\$57,961.22	
11. CDBG Grant Amount Applied	\$45,454	0	\$45,454	

#### D. Computation of Grant Balance

	To Be Completed By The Recipient	To Be Completed By CDBG
12. Total Amount Applied (Line 11a)	\$45,454	
13. Estimated for Unsettled Third-Party Claims	0	
14. Subtotal (Line 11c)	\$45,454	
15. Grant Amount Per Agreement (from contract)	\$45,454	
16. Unutilized Grant to be Canceled (Line 15 less Line 14)	0	
17. Grant Funds Received	\$45,454	
18. Balance of Grant Payable (Refundable) (Line 14 less Line 17)*	0	

\* If Line 17 exceeds Line 14, enter excess as a negative amount. This amount shall be repaid to the Department by check.

CERTIFICATE OF COMPLETION - PAGE 2

---

**E. Unpaid Costs and Unsettled Third-Party Claims (Local Only)**

List amounts and describe circumstances

None

Check if continued on additional sheet and attach

---

**F. Remarks**

NOTE: final administrative activities invoice included in final draw submitted with this close-out packet.

Check if continued on additional sheet and attach

---

**G. Certification of Recipient**

It is hereby certified that all activities undertaken by the recipient with funds provided under the Grant Agreement identified as Item B above have, to the best of my knowledge, been carried out in accordance with the Grant Agreement; that proper provision had been made by the recipient for payment of all unpaid costs and unsettled third-party claims identified in Item E above; that the Department, the State of Kansas, and the United States of America are under no obligation to make any further payment to the recipient under the Grant Agreement in excess of the amount identified on Line 18 above; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

John Ketterman, Mayor

---

Date	Signature of Chief Elected Official	Typed Name and Title
------	-------------------------------------	----------------------

---

**H. Department Approval**

This Certificate of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract agreement and related funds reservation and obligations \_\_\_\_\_ (line 16 above).

---

Date	Signature for CDBG Program	Typed Name
------	----------------------------	------------

---

### CERTIFICATE OF COMPLETION

<b>A. Name of Grant Recipient</b> City of Pittsburg	<b>B. Grant Agreement Number</b> 15-PF-025
--	---

#### C. Final Statement of Cost

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**CERTIFICATE OF COMPLETION - PAGE 2**

---

**E. Unpaid Costs and Unsettled Third-Party Claims (Local Only)**

List amounts and describe circumstances

None

Check if continued on additional sheet and attach

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NOTE: final administrative activities invoice included in final draw submitted with this close-out packet.

Check if continued on additional sheet and attach

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John Ketterman, Mayor

---

Date	Signature of Chief Elected Official	Typed Name and Title
------	-------------------------------------	----------------------

---

**H. Department Approval**

This Certificate of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract agreement and related funds reservation and obligations \_\_\_\_\_ (line 16 above).

---

Date	Signature for CDBG Program	Typed Name
------	----------------------------	------------

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**FINANCE AND ADMINISTRATION**  
201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4100  
www.pittks.org

## Interoffice Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Jamie Clarkson, Finance Director

**DATE:** November 21, 2016

**SUBJECT:** Budget Hearing and Adoption of the 2016 Budget Amendments

---

The City of Pittsburg's 2016 Adopted Budget requires amendments to two funds as follows:

- Special Parks and Recreation Fund – increase the budget from \$85,000 to \$86,000. This is due to the fact that the 2016 liquor tax revenues are more than budgeted.
- Section 8 Housing Fund – increase the budget from \$1,350,274 to \$1,600,000. This is due to more housing units being leased up in 2016.

Per Kansas statute, a "Notice of Budget Hearing for Amending the 2016 Budget" is required to be published in the City's official newspaper at least 10 days prior to a scheduled public hearing. The City of Pittsburg published the "Notice of Budget Hearing for Amending the 2016 Budget" on November 19, 2016 in the *Morning Sun*.

Staff is requesting that there be a public hearing on the December 13, 2016 City Commission meeting and that the 2016 proposed budget amendments be adopted and that the amended budget certificate be signed by the governing body.

cc: Tammy Nagel, City Clerk

**Amended  
Certificate  
For Calendar Year 2016**

To the Clerk of Crawford, State of Kansas  
We, the undersigned, duly elected, qualified, and acting officers of  
**City of Pittsburg**  
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

		2016 Amended Budget			
		Page No.	Amount of 2015 Tax that was Levied	Adopted 2016 Expenditures	Amended 2016 Expenditures
Table of Contents:					
<b>Fund</b>	<b><u>K.S.A.</u></b>				
Special Parks and Recreation		2		85,000	86,000
Section 8 Programs		3		1,350,274	1,600,000
Totals		XXXXXXXXXX	-	1,435,274	1,686,000
Summary of Amendments		4			

Attested date: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

Assisted by:  
\_\_\_\_\_  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
\_\_\_\_\_  
Email:  
\_\_\_\_\_

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\_\_\_\_\_

Governing Body

Adopted Budget Special Parks and Recreation	2016 Adopted Budget	2016 Proposed Amended Budget
Unencumbered Cash Balance January 1	0	0
Receipts:		
State Liquor Tax	85,000	86,000
<b>Total Receipts</b>	<b>85,000</b>	<b>86,000</b>
<b>Resources Available:</b>	<b>85,000</b>	<b>86,000</b>
Expenditures:		
Parks and Recreation	85,000	86,000
<b>Total Expenditures</b>	<b>85,000</b>	<b>86,000</b>
Unencumbered Cash Balance December 31	0	0

City of Pittsburg

2016

Adopted Budget Section 8 Programs	2016 Adopted Budget	2016 Proposed Amended Budget
Unencumbered Cash Balance January 1	13,151	827
Receipts:		
Intergovernmental	1,332,088	1,591,973
Interest on Idle Funds	35	200
Miscellaneous	5,000	7,000
<b>Total Receipts</b>	<b>1,337,123</b>	<b>1,599,173</b>
<b>Resources Available:</b>	<b>1,350,274</b>	<b>1,600,000</b>
Expenditures:		
Section 8 Program	1,350,274	1,600,000
<b>Total Expenditures</b>	<b>1,350,274</b>	<b>1,600,000</b>
Unencumbered Cash Balance December 31	0	0

2016

**Notice of Budget Hearing for Amending the  
2016 Budget**

The governing body of  
**City of Pittsburg**

will meet on the day of December 13, 2016 at 5:30 PM at the Law Enforcement Center for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall  
and will be available at this hearing.

**Summary of Amendments**

<b>Fund</b>	2016 Adopted Budget			2016 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Special Parks & Recreation			85,000	86,000
Section 8 Programs			1,350,274	1,600,000

Tammy Nagel  
Official Title: City Clerk

Page No. 4

# AFFIDAVIT OF PUBLICATION

STATE OF KANSAS  
CRAWFORD COUNTY

} SS.

James Honeycutt, being first duly sworn, Depos and says:

That he is Publisher of The Morning Sun, a daily Newspaper printed in the State of Kansas, and published in and of general circulation in Crawford County, Kansas, with a general paid circulation on a daily basis in Crawford County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Pittsburg, Kansas, in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one (1), consecutive day, the first publication thereof being made as aforesaid on the 19th day of November, 2016, with subsequent publications being made on the following dates:

2nd \_\_\_\_\_, \_\_\_\_\_ 5th \_\_\_\_\_, \_\_\_\_\_  
3rd \_\_\_\_\_, \_\_\_\_\_ 6th \_\_\_\_\_, \_\_\_\_\_  
4th \_\_\_\_\_, \_\_\_\_\_ 7th \_\_\_\_\_, \_\_\_\_\_

*James Honeycutt*

Publisher

Subscribed and sworn to before me this 21st day of November 2016.

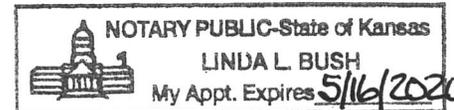
*Linda L. Bush*

Notary Public

My commission expires: May 16, 2020

Printer's fee: \$ 62.83

Additional copies \$ \_\_\_\_\_



Published in the Morning Sun on November 19, 2016

State of Kansas Amendment 2016

Notice of Budget Hearing for Amending the 2016 Budget

The governing body of City of Pittsburg

will meet on the day of December 13, 2016 at 5:30 PM at the Law Enforcement Center for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall and will be available at this hearing.

Summary of Amendments

Fund	2016 Adopted Budget			2016 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Special Parks & Recreation			85,000	86,000
Section 8 Programs			1,350,274	1,600,000

Tammy Nagel  
Official Title: City Clerk

**Pittsburg  
Kansas**



## **Active Transportation Advisory Board**

Dear City of Pittsburg Commissioners and Administrators,

Since the creation of the Pittsburg Active Transportation Advisory Board on Sept 10, 2014, we have been honored to represent the residents of Pittsburg to assist the City in promoting and encouraging safe bicycling and walking for transportation and recreation. We would like to thank the commission in creating this vital board and highlight some of our accomplishments.

Original members for 4 year terms representing the 4 quadrants of Pittsburg are Geoffrey Hines, Deborah McGeorge, John Robb and Amy Hite; John Robb was appointed to replace Jeremy Johnson, July 2015. Two year term members are Lou Ann Colyer, Dick Horton and Stacey Bacon.

Membership started with Geoffrey Hines being elected Chair through Dec 2015; Amy Hite is completing her 2016 Chair role and John Robb will serve in 2017. John is also serving as Pittsburg representative to the Crawford County ATAB that was established in 2016.

During 2015-2016 we have been involved in the following economic, health/wellness and environmental issues:

1. Reviewing the placement of handicapped signs at Schlanger Park
2. Recommendations to the Traffic Advisory Board and City staff related to speed changes, crosswalk suggestions, road maintenance/safety issues in areas of concern for bikers/pedestrians
3. Evaluated the Pittsburg PedNet recommendations and prioritized areas that need sidewalks/trails for safer pedestrian/bike traffic
4. Assisted in writing letters of support for Grant applications
5. Assisted with Safe Routes to School data collection
6. Provided support for Walking School Buses
7. Created a Recreational Trails map/flier with safety tips for Pittsburg
8. Proposing Safe Bike Lanes, this will continue to progress as a goal for 2017

We look forward to further serving on the board and making suggestions to continue improving and increasing pedestrian and bike safety in Pittsburg. As we move forward, we would like to be considered for a more secure funding source in the budget to support our ideas and have influence over street sales tax referendums. We feel that ATAB benefits the City of Pittsburg through safer access to recreation and

active transportation of the residents; a contact for community members to present problems; and assist the city in prioritization of efforts. We feel our efforts are of value to current residents, business and future growth of the Pittsburg community and economic endeavors.

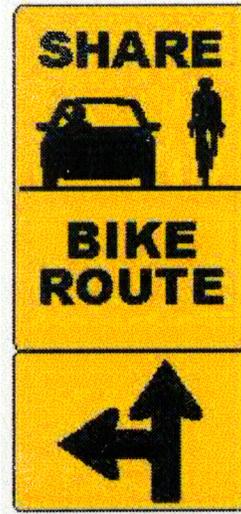
Sincerely,

Pittsburg Active Transportation Board

# Bike Lane Proposal

## Add sharrows (2-lane roads) with “share – bike route” and “3 feet” signs:

Quincy between Georgia and Rouse  
 Jefferson between Georgia and Joplin  
 7th between Locust and Rouse  
 9th between Georgia and Michigan  
 10th between Georgia and Rouse  
 20th between 69 bypass and Michigan  
 20th east of Rouse  
 23rd between Walnut and Rouse  
 27th between Broadway and Michigan  
 Georgia between Quincy and 12th  
 Locust between Jefferson and 10th  
 Elm between Jefferson and 9th  
 Grand between 4th and 20th  
 Michigan between 5th and Atkinson  
 Homer between Centennial and Quincy



## Add sharrows (4-lane roads) with “may use full lane, change lanes to pass” signs:

Broadway between Centennial and Jefferson  
 Joplin between 20th and Atkinson  
 Rouse between Centennial and Jefferson (or continue on north?)  
 Ford between Broadway and Rouse

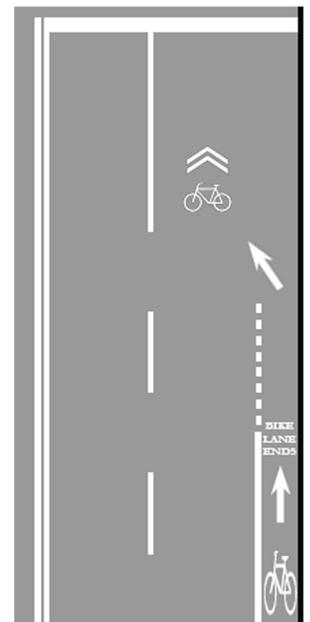


## Road diet (turning a 4-lane road into a 2-lane road with a turning lane and bike lanes):

Joplin between Centennial and Jefferson, except on campus where the road narrows.

## Fix the existing bike lane on East Jefferson:

Widen the bike line on East Jefferson between Joplin and Rouse.  
 Add directional arrows with the bike graphic in the lanes  
 so inexperienced cyclists understand which side of the road they should be on.  
 Fix the awkward westbound bike lane end at Joplin with an arrow and sharrows.



- Add Sharrows (2 Lane Roads)  
Use "Share-Bike Rt" and 3 "feet Signs"
- Add Sharrows (4 Lane Roads)  
Use "May Use Full Lane and Change Lanes to Pass"
- Road Diet  
(Turn 4 Lane to 2 Lane w/ Turn & Bike Lane)
- Jefferson Bike Lane Improvements

