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FACADE GRANT APPLICATION - 822 NORTH BROADWAY - Staff is recommending approval of a Facade Grant Application submitted by Judith S. Dugan (Spigarelli), owner of the property located at 822 North Broadway, in the amount of \$1,772.79, with the four conditions the owner completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, complies with the building and fire codes, and receives a positive historic preservation review.

Dugan-Spigarelli Facade Grant 822 N Bdwy 60

CONDITIONAL USE FOR CHURCH - The Planning and Zoning Commission, in its meeting of May 24th, 2010, voted unanimously to recommend to the Governing Body disapproval of a request submitted by Hilario Andrade/Patterson Holdings for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a church to be located at 307 N. Broadway.

Patterson Holding CU Memo 69

SALES TAX ELECTION QUESTION REVISED WORDING - Consider possible revised wording for the sales tax election question.

Sales Tax Revised Wording. 70

PUBLIC UTILITIES BUILDING - Staff is requesting approval of Change Order No. 1 for the Pittsburg Public Utilities Building Project reflecting an increase of \$13,385.00 making a new contract construction amount of \$647,885.00.

PU Bldg CO Memo 71

PU Bldg CO #1 72

Revised RR Plan set 74

WATER TREATMENT PLANT IMPROVEMENTS - PHASE I - Staff is requesting approval of Supplemental Agreement No. 2 to the Agreement for Engineering Services Dated January 23, 2007 between the City of Pittsburg and Professional Engineering Consultants, P.A. for Construction Phase Services and Commissioning and Operations Services of the existing Agreement in conjunction with constructing the Water Treatment Plant Improvements.

WTP Suppl Agrmt 2 Memo 82

WTP Suppl Agrmt 2. 84

PITTSBURG WASTEWATER TREATMENT PLANT NUTRIENT STUDY - Staff is requesting Governing Body approval of an agreement between the City of Pittsburg and Professional Engineering Consultants, P.A. to provide professional services for the study of the Wastewater Treatment Plant and its ability to remove nutrients from the waste stream for a lump sum fee of \$17,000 EXCLUDING Task 101 and Task 102 for an additional cost of \$5,000.

PEC Nutrient Study Memo 91

PEC - Nutrient Study 93

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, June 08, 2010
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation provided by Tom Wehrman of the St. John Lutheran Church
- b. Flag Salute Led by the Mayor
- c. Public Input

CONSENT AGENDA:

- a. Approval of the minutes of the May 25, 2010, City Commission Meeting.
 - b. Approval of Ordinance No. G-1091, amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service. **First reading, if the Governing Body concurs.**
 - c. Approval of Ordinance No. G-1092 amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service. **First reading, if the Governing Body concurs.**
 - d. Approval of Resolution No. 1102, a Resolution amending Resolution No. 846, as amended, relating to the designation of certain public parking spaces as handicapped parking spaces by amending Section bbb (Municipal Parking Lot #7 located in the 500 Block of North Locust - west side).
 - e. Approval of Change Order No. 1 reflecting an increase of \$3,952.03 making a new contract construction amount of \$74,232.03 for the Memorial Auditorium Main Entry Step Replacement Project.
 - f. Approval of Change Order No. 4 reflecting an increase of \$1,070.99 making a new contract construction amount of \$117,602.99 for the Pittsburg Historic Library East Entry Vestibule Project.
 - g. Approval of a contract and addendum with Jason and Tasha Dean for the operation of the Kelly Concession Stand for the Summer and Fall 2010 Softball leagues, with the Dean's to pay the City 17% of the net receipts from all concessions sold during the term of the agreement.
 - h. Approval of the Appropriation Ordinance for the period ending June 9, 2010, subject to the release of HUD expenditures when funds are received.
- ROLL CALL VOTE.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, June 08, 2010
5:30 PM

CONSIDER THE FOLLOWING:

- a. **FACADE GRANT APPLICATION - 822 NORTH BROADWAY - Staff is recommending approval of a Facade Grant Application submitted by Judith S. Dugan (Spigarelli), owner of the property located at 822 North Broadway, in the amount of \$1,772.79, with the four conditions the owner completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, complies with the building and fire codes, and receives a positive historic preservation review. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the appropriate documents.****

- b. **CONDITIONAL USE FOR CHURCH - The Planning and Zoning Commission, in its meeting of May 24th, 2010, voted unanimously to recommend to the Governing Body disapproval of a request submitted by Hilario Andrade/Patterson Holdings for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a church to be located at 307 N. Broadway. **Approve or disapprove the recommendation.****

- c. **SALES TAX ELECTION QUESTION REVISED WORDING - Consider possible revised wording for the sales tax election question. **Take that action deemed appropriate.****

- d. **PUBLIC UTILITIES BUILDING - Staff is requesting approval of Change Order No. 1 for the Pittsburg Public Utilities Building Project reflecting an increase of \$13,385.00 making a new contract construction amount of \$647,885.00. **Approve or disapprove staff's request and, if approved, authorize the Mayor to sign Change Order No. 1 on behalf of the City.****

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, June 08, 2010
5:30 PM

- e. **WATER TREATMENT PLANT IMPROVEMENTS - PHASE I** - Staff is requesting approval of Supplemental Agreement No. 2 to the Agreement for Engineering Services Dated January 23, 2007 between the City of Pittsburg and Professional Engineering Consultants, P.A. for Construction Phase Services and Commissioning and Operations Services of the existing Agreement in conjunction with constructing the Water Treatment Plant Improvements. **Approve or disapprove Supplemental Agreement No. 2 and, if approved, authorize the City Manager and the City Clerk to execute the supplemental agreement on behalf of the City.**

- f. **PITTSBURG WASTEWATER TREATMENT PLANT NUTRIENT STUDY** - Staff is requesting Governing Body approval of an agreement between the City of Pittsburg and Professional Engineering Consultants, P.A. to provide professional services for the study of the Wastewater Treatment Plant and its ability to remove nutrients from the waste stream for a lump sum fee of \$17,000 EXCLUDING Task 101 and Task 102 for an additional cost of \$5,000. **Approve or disapprove agreement and, if approved, authorize the Mayor to sign the agreement on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
May 25, 2010

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, May 25th, 2010, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Patrick O'Bryan presiding and the following members present: Marty Beezley, Pamela Henderson, and William H. Rushton. Absent: Rudy Draper.

President of the Board Marty Beezley provided the invocation.

Mayor O'Bryan led the flag salute.

APPROVAL OF MINUTES – MAY 11th, 2010 - On motion Henderson, seconded by Beezley, the Governing Body approved the minutes of the May 11th, 2010, City Commission Meeting as submitted. Motion carried. Absent: Draper.

RESOLUTION NO. 1103 - On motion of Henderson, seconded by Beezley, the Governing Body approved Resolution No. 1103 authorizing and providing for the public sale of Temporary Notes, Series 2010A of The City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof. Motion carried. Absent: Draper.

EDWARD BYRNE MEMORIAL JUSTICE GRANT – On motion of Henderson, seconded by Beezley, the Governing Body authorized staff to pursue a 2010 Edward Byrne Memorial Justice Grant to be shared with the Crawford County Sheriff's Department with no matching funds required. Motion carried. Absent: Draper.

REAPPOINTMENT TO LIBRARY BOARD OF TRUSTEES – On motion Henderson, seconded by Beezley, the Governing Body reappointment of Janice Jewett to a second two-year term as a member of the Library Board of Trustees effective immediately. Motion carried. Absent: Draper.

DISPOSITION OF BIDS – HYDRATED LIME – On motion of Henderson, seconded by Beezley, the Governing Body approved the bid for the annual purchase of Hydrated Lime for use at the Wastewater Treatment Plant to U.S. Lime Company-St. Clair, of Dallas, Texas, on the basis of their low bid meeting specifications of \$145.00 per ton, and authorized the issuance of the necessary purchase order. Motion carried. Absent: Draper.

DISPOSITION OF BIDS – BIOLOGICAL TREATMENT – On motion of Henderson, seconded by Beezley, the Governing Body approved the bid for the annual purchase of Biological Treatment for use at the Wastewater Treatment Plant to Share Corporation, of Milwaukee, Wisconsin, on the basis of their low bid meeting specifications of \$3.15 per pound, and authorized the issuance of the necessary purchase order. Motion carried. Absent: Draper.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
May 25, 2010

DISPOSITION OF BIDS – POLYMER – On motion of Henderson, seconded by Beezley, the Governing Body approved the bid for the annual purchase of Polymer for use at the Wastewater Treatment Plant to SNF Polydyne, Inc., of Riceboro, Georgia, on the basis of their low bid meeting specifications of \$1.19 per pound, and authorized the issuance of the necessary purchase order. Motion carried. Absent: Draper.

DISPOSITION OF BIDS – WATER TREATMENT PLANT CHEMICALS – On motion of Henderson, seconded by Beezley, the Governing Body approved the low bids meeting specifications for the annual purchase of chemicals for use at the Water Treatment Plant as follows: Liquid Chlorine to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$27.05 per 100 lbs.; Sodium Fluorosilicate to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$44.00 per 100 lbs.; Lime (Calcium Oxide) to U.S. Lime Company-St. Clair, of Dallas, Texas, for \$140.00 per ton; Ferric Sulfate to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$29.25 per 100 lbs.; Liquid Carbon Dioxide to Airgas Midsouth, of Pittsburg, Kansas, for \$120.00 per ton; Aluminum Sulfate to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$29.27 per 100 lbs.; and Liquid Polymeric Phosphate to Simply Aquatics, Inc., of Kirbyville, Texas, for \$58.50 per 100 lbs.; and authorized the issuance of the necessary purchase orders. Motion carried. Absent: Draper.

APPROPRIATION ORDINANCE – On motion of Henderson, second by Beezley, the Governing Body approved the Appropriation Ordinance for the period ending May 26th, 2010, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Henderson, O'Bryan, and Rushton. Motion carried. Absent: Draper.

RESOLUTION NO. 1102 – Resolution No. 1102, relating to the designation of certain public parking spaces as handicapped parking spaces by adding additional spaces (first two parking spaces east of the alley in the southernmost row of parking spaces in City Parking Lot #7 located between 5th Street and 6th Street adjacent to Locust Street) was tabled to be discussed at a future meeting. Motion carried. Absent: Draper.

AGREEMENT WITH CY YOUNG INDUSTRIES, INC. – An agreement with Cy Young Industries Inc. to reupholster the seats on the lower level of Memorial Auditorium & Convention Center was not considered, as this item will need to be bid in accordance with the City's Purchasing Policy. Motion carried. Absent: Draper.

2009 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) - Karen Linn of Berberich Trahan & Company, the City's auditing firm, provided a review of the 2009 audit and Comprehensive Annual Financial Report (CAFR). Absent: Draper.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
May 25, 2010

KDHE LEAD TESTING CONTRACT – Following a presentation by Dr. John Bailey and Dan Smith of Watco, on motion of Beezley, seconded by Henderson, the Governing Body authorized City staff to enter into a contract with KDHE, on behalf of Watco, to engage KDHE contractors to investigate lead contamination in abandoned smelter sites, with Watco to reimburse the City any costs associated with the contract, and authorized the Mayor to sign the contract once it is approved by the City Attorney. Motion carried. Absent: Draper.

HOMELAND SECURITY ASSISTANCE TO FIREFIGHTERS GRANT – Following a presentation by Fire Chief Scott Crain, on motion of Henderson, seconded by Beezley, the Governing Body authorized staff to proceed with acceptance of a Homeland Security Assistance to Firefighters Grant in the amount of \$675,000, with a 5% city match, to be used to purchase a new fire truck. Motion carried. Absent: Draper.

SALES TAX ELECTION QUESTION WORDING – Following discussion, on motion of Beezley, seconded by Henderson, the Governing Body directed the following question be placed on the August 2010 ballot, "Shall a retailers' sales tax in an additional amount of one quarter of one percent (.25%) be levied in the City of Pittsburg, Kansas, to take effect January 1, 2011, with the proceeds therefrom used to pay for the maintenance and repair of city streets for a time period not to exceed ten (10) years from the date such additional sales tax is first collected?". Motion carried. Absent: Draper.

DONATION AGREEMENT – On motion of Henderson, seconded by Beezley, the Governing Body approved a Donation Agreement between the City of Pittsburg and SKO Railroad, Inc. for the preparation and maintenance of a proposed hiking/biking trail which will extend from 11th and Broadway southwesterly to a point on Georgia Street south of 2nd Street and authorized the Mayor to sign the agreement on behalf of the City. Motion carried. Absent: Draper.

WEB SITE CONTRACT – On motion of Rushton, seconded by Beezley, the Governing Body authorized staff to enter into a contract with CivicPlus for the construction of a new web site for the City in an amount not to exceed \$40,000. Motion carried. Absent: Draper.

NON-AGENDA REPORTS AND REQUESTS:

POLICE DEPARTMENT COMMENDATION - Commissioner Marty Beezley commended the police department for the recent arrests in connection with the recent murder in Pittsburg.

VISIT FROM GOVERNOR - Commissioner Pam Henderson noted that the Governor was in Pittsburg earlier today to conduct a ceremonial signing of the T-Bill.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
May 25, 2010

ADJOURNMENT: On motion of Beezley, seconded by Henderson, the Governing Body adjourned the meeting at 6:21 p.m. Motion carried.

Patrick J. O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk

INTEROFFICE MEMORANDUM

To: JOHN D. VANGORDEN
Interim City Manager

From: JON B. GARRISON
Director of Finance & Administration

Date: June 1, 2010

Subject: Water and Wastewater Rate Ordinances

Attached are two ordinances which increase Water and Wastewater utility rates by 7%, effective July 1, 2010, as previously approved by the City Commission to fund the \$8.5 million Water Treatment Plant.

The originally approved rate plan was to continue increasing rates 3% each January 1st, then to increase rates 5% on July 1, 2008, 7% on July 1, 2009, 7% on July 1, 2010, and 7% on July 1, 2011.

(Published in The Morning Sun June 25th, 2010)

ORDINANCE NO. G-1091

AN ORDINANCE amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service.

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

Section One. Section 82-111 of the Code of the City of Pittsburg, Kansas is hereby amended to read:

The monthly water rates and charges to be paid by consumers for water furnished by the water department of the City, which shall be applicable to all water bills shall be as set forth herein:

- a. Within the City of Pittsburg, Kansas:
 - (1) All water consumed not in excess of 200 cubic feet per month, minimum charge \$9.70
 - (2) The next 300 cubic feet per month, per 100 cubic feet \$4.02
 - (3) The next 1,500 cubic feet per month, per 100 cubic feet \$3.79
 - (4) The next 8,000 cubic feet per month, per 100 cubic feet \$3.61
 - (5) The next 8,000 cubic feet per month, per 100 cubic feet \$3.36
 - (6) The next 8,000 cubic feet per month, per 100 cubic feet \$3.17
 - (7) The next 74,000 cubic feet per month, per 100 cubic feet \$2.96
 - (8) The next 200,000 cubic feet per month, per 100 cubic feet \$2.68
 - (9) The next 200,000 cubic feet per month, per 100 cubic feet \$2.48
 - (10) The next 200,000 cubic feet per month, per 100 cubic feet \$2.28
 - (11) The next 200,000 cubic feet per month, per 100 cubic feet \$2.10
 - (12) The next 200,000 cubic feet per month, per 100 cubic feet \$1.95
 - (13) The next 200,000 cubic feet per month, per 100 cubic feet \$1.79
 - (14) The next 200,000 cubic feet per month, per 100 cubic feet \$1.65
 - (15) All in excess of 1,500,000 cubic feet per month, per 100 cubic feet \$1.52

- b. Outside the City:
 - (1) All water consumed not in excess of 200 cubic feet
Per month, minimum charge \$19.36
 - (2) The next 300 cubic feet per month, per 100 cubic feet \$7.13
 - (3) The next 1,500 cubic feet per month, per 100 cubic feet \$5.55
 - (4) The next 8,000 cubic feet per month, per 100 cubic feet \$4.02
 - (5) The next 8,000 cubic feet per month, per 100 cubic feet \$3.79

(6) The next 8,000 cubic feet per month, per 100 cubic feet	\$3.61
(7) The next 74,000 cubic feet per month, per 100 cubic feet	\$3.36
(8) The next 200,000 cubic feet per month, per 100 cubic feet	\$ 3.17
(9) The next 200,000 cubic feet per month, per 100 cubic feet	\$ 2.82
(10) The next 200,000 cubic feet per month, per 100 cubic feet	\$ 2.63
(11) The next 200,000 cubic feet per month, per 100 cubic feet	\$ 2.40
(12) The next 200,000 cubic feet per month, per 100 cubic feet	\$ 2.21
(13) The next 200,000 cubic feet per month, per 100 cubic feet	\$ 2.05
(14) The next 200,000 cubic feet per month, per 100 cubic feet	\$1.89
(15) All in excess of 1,500,000 cubic feet per month, per 100 cubic feet	\$1.75

Section Two. This Ordinance shall take effect and be in force and apply to all water rates and minimum charges beginning July 1, 2010, and after having been passed and published in the official City newspaper.

Passed and Approved this 22nd day of June, 2010.

Patrick J. O'Bryan

Joye VanGorden, Deputy City Clerk

(Published in The Morning Sun June 25th, 2010)

ORDINANCE NO G-1092

AN ORDINANCE amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service.

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

Section One. Section 82-141 of the Code of the City of Pittsburg, Kansas is hereby amended to read:

The monthly rates and charges applicable to all bills shall be as set forth herein for the use of the sewage disposal system to be paid to the City by all persons inside and outside the City, as hereinafter limited and defined, whose premises are connected or may hereafter be connected to the sanitary sewer system of the City, as follows:

1. For each sewer connection to the sewer disposal system of the City, whether the connection is for single, or multi-family residence, apartment, dormitory, hotel, rooming house, institution, business, commercial, industrial or governmental property, a minimum monthly service charge and, in addition, a monthly user charge based on the quantity of water used on the premises and/or discharged to the sanitary sewer, according to the following schedule:

- a. Inside the City:
 - (1) Minimum Service Charge for usage not in excess of 200 cubic fee per month \$16.91
 - (2) User Charge – per each additional 100 cubic feet per month \$2.43
- b. Outside the City:
 - (1) Minimum service Charge for usage not in excess of 200 cubic fee per month \$33.69
 - (2) User Charge – per each additional 100 cubic feet per month \$4.78

c. The water usage for the months of November, December and January shall be averaged each year to obtain a base upon which the user charge shall be computed. Provided, however, if a customer proves that the average water consumption of the months of November, December and January does not accurately reflect normal monthly usage for the year, then the customer may request the user charge be based upon actual monthly water usage. The user charge for new customers shall be based upon actual monthly

water usage until average water usage for the months of November, December and January is calculated.

- d. Any non-domestic user that discharges wastewater, materials, or substances into the public sewers which possess the characteristics set forth in Section 82-401 through 82-414 of the Pittsburg City Code, may be subject to additional charges pursuant to a special agreement between the City and said non-domestic User. Such special agreement shall be issued in the form of a permit.

2. If any User of water shall use more than 10,000 cubic feet of water in any month for commercial or industrial purposes and id, as established by separate meter paid for, installed and maintained by such user and open to inspection by and acceptable to the City's representatives, the sewer charge made to such customer for the use and services of the sewage disposal system shall be based on the amount of water furnished the customer during said month less the amount of such water which was not discharged into the City's sewer system.

3. A User who is not receiving water from the Pittsburg Water System shall be charged a monthly service charge for the amount of water used measured by meter on rural system, by hour meter on pump usage with capacity known or by mutual agreement with the Director of Public Works. In the event that potential exists for significant consumption use of water, flow measurement devises located on the wastewater discharge point shall be used in lieu of a water meter. Said flow monitors shall be accessible so accuracy may be verified by the City at any time without restriction of access.

Section Two. This ordinance shall take effect and be in force and apply to all sewer rates and minimum charges beginning July 1, 2010, and after having been passed and published in the official City newspaper.

Passed and Approved this 22nd day of June, 2010.

Patrick J. O'Bryan

Joye VanGorden, Deputy City Clerk

RESOLUTION NO. 1102

A Resolution amending Resolution No. 846, as amended, relating to the designation of certain public parking spaces as handicapped parking spaces by amending Section bbb.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS that Resolution No. 846, as amended, is hereby amended with the following public parking spaces designated and marked as reserved for the use of handicapped persons pursuant to K.S.A. 8-1,126, and Section bbb is hereby amended to read as follows:

- bbb) The first parking space on the right and the last two parking spaces on the left from the south entrance and from the north entrance into the lot the last two parking spaces on the left side in municipal parking lot number 7 located in the 500 Block of North Locust (west side).

PASSED AND APPROVED this 8th day of June, 2010.

MAYOR – Patrick J. O'Bryan

ATTEST:

CITY CLERK – Tammy Nagel



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: June 2, 2010

SUBJECT: Agenda Item – June 8, 2010
Change Order No. 1
Memorial Auditorium Main Entry Step Replacement

Attached you will find Change Order No. 1 for the above-referenced project. This change order reflects an increase of \$3,952.03 and covers additional work as noted below:

1. Installation of Mira drain and protection board over specified waterproofing membrane at a cost of \$925.00. This is added protection of the existing foundation wall to provide an additional level of waterproofing.
2. Additional wiring was required to complete the snow melt system to make it functional. The control panel for the heat tape is a 3-phase unit rather than a single phase as the plans indicated. Electrical contractor had to furnish a 3-phase bucket and pull an additional 1/0 wire to get the system to work. The cost for this extra work was \$1,227.03.
3. Approximately 200 square feet of additional interior wall plaster repairs were required due to hidden conditions and the overall condition of the wall. Included in this cost is ceiling repair associated with the overall interior plaster repair.

MEMO TO: JOHN D. VANGORDEN
JUNE 2, 2010
PAGE TWO

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 8, 2010. Action necessary will be approval or disapproval of the change order and, if approved, authorize the Mayor to sign the change order on behalf of the City.

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

Attachment: Change Order No. 1

cc: Tammy Nagel, City Clerk
Jeff Wilbert, Interim Director of Parks & Recreation
Jim Zibert, P.E., Professional Engineering Consultants
Project File
Memo File

CHANGE ORDER

Order No. 1

Date: 24 May 2010

PEC Project No. 334-07E03-022-0830

Agreement Date:

NAME OF PROJECT: New Main Entry Stairs for Memorial Auditorium

OWNER: City of Pittsburg, Kansas

CONTRACTOR: Home Center Construction.

Changes are hereby made to the CONTRACT DOCUMENTS as listed and described below:

1. Add to Contract – At the existing building foundation wall - Install CCW Mira Drain 6200 and protection board over 60 mill waterproofing membrane already specified in the contract. Manufacture installation data attached. Additional Cost = \$925.00.
2. Add to Contract – Additional wiring was required to complete the snow melt system and make it functional. Additional Cost = \$1,227.03.
3. Add to Contract – Approximately 200 s.f. of additional interior wall plaster repairs were required due to hidden conditions. Additional Cost = \$1,800.00.

Change to BID PRICE

BID PRICE: \$70,280.00

The CONTRACT PRICE due to this CHANGE ORDER will be INCREASED by: \$ 3,952.03

The CONTRACT PRICE after this CHANGE ORDER will be: \$74,232.03

CONTRACT TIME:

CONTRACT TIME:

90 Calendar Days To Substantial
Completion And 100 Calendar Days
to Final Completion

The CONTRACT TIME due to this CHANGE ORDER will be

UNCHANGED

The CONTRACT TIME after this CHANGE ORDER will be:

90 Calendar Days To Substantial
Completion And 100 Calendar Days
to Final Completion

Approved by: _____ City of Pittsburgh

Patrick J. O'Bryan, Mayor

Prepared by: _____ P.E.C., P.A.


Jim R Zibert, P.E. - Engineer

Requested by: _____ Home Center Construction


Bill Warlop, Owner

MANUFACTURER'S GUIDE SPECIFICATIONS

SECTION 02621 DRAINAGE COMPOSITE



SECTION 02621
DRAINAGE COMPOSITES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Prefabricated Drainage Composite.
 - 1. Types of Prefabricated Drainage Composites include:
 - a) Prefabricated drainage composite for below-grade, vertical wall applications.
 - b) Prefabricated drainage composite for below-grade, horizontal applications.
- B. Related Sections:
 - 1. Earthwork: Refer to Division 2
 - 2. Landscaping: Refer to Division 2
 - 3. Cast-in-place concrete: Refer to Division 3
 - 4. Structural precast concrete: Refer to Division 3
 - 5. Masonry: Refer to Division 4

1.2 REFERENCES (INDUSTRY STANDARDS)

- A. General: Refer to Division 1 References Section.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's product data certificates of compliance for drainage composites specified. Submit specimen copy of warranty specified herein.
- B. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including accessories for drainage composites.
- C. Samples: Submit verification samples for prefabricated drainage composites.
- D. Quality Assurance/Control Submittals
 - 1. The specified properties of drainage panels must be supported by test results from an independent laboratory, documenting the specified flow rate in the plane of the core and creep performance of the polymer core. The testing conditions shall comply with ASTM D-4716 as follows:
 - a) Hydraulic Gradient: 1.0 for vertical installations and 0.05 for horizontal installations.
 - b) Normal Pressure (pressure imposed perpendicular to the plane of the core): Equal to 3600 psf.
 - c) Creep: Model long-term compression of the prefabricated drainage composite system and determine if the drain product flow channels become restricted with time. Long-term creep/drainage performance shall be determined by measuring flow after 300 continuous hours under the above referenced normal pressure. The test method shall utilize a loading system that models the soil/drainage product interaction.

- d) Flow Direction: Flow shall be measured on only one side of the core. Where the core geometry differs in principal directions, flow shall be measured in both directions, simulating water flowing vertically down a wall and horizontally across the face of the wall to accurately determine maximum flow rate in critical principal direction.

1.4 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Installer Qualifications: Installer experienced to perform work of this section, who has specialized in the installation of work similar to that required for this project, who can comply with manufacturer's warranty requirements, and who is an authorized applicator as determined by drainage manufacturer.
 - 2. Manufacturer Qualifications: Manufactured at an ISO 9001:2000 Facility.
- B. Pre-Installation Meetings: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements.
- C. Pre-Installation Testing: In accordance with manufacturer's recommendations and warranty requirements, conduct pre-installation testing of substrates to receive drainage composites.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packing, Shipping, Handling and Unloading: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact. Schedule deliveries to avoid construction delays but minimize jobsite storage.

1.6 PROJECT CONDITIONS/SITE CONDITIONS

- A. When CCW MiraDRAIN is installed in conjunction with a waterproofing product, the CCW MiraDRAIN must be compatible with the waterproofing product and installed by methods acceptable to the waterproofing product manufacturer.
- B. The outfall for any drainage pipe used with the drainage panels shall be coordinated with the site drainage.

1.7 WARRANTY

- A. Upon completion and acceptance of the work required by this section, the manufacturer will issue a warranty agreeing to promptly replace defective materials for a period of 5 years.
- B. The formation or presence of mold or fungi in a building is dependent upon a broad range of factors including, but not limited to, the presence of spores and nutrient sources, moisture, temperatures, climatic conditions, relative humidity, and heating/ventilating systems and their maintenance and operating capabilities. These factors are beyond the control of Carlisle and Carlisle shall not be responsible for any claims, repairs, restoration, or damages relating to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in any building or in the air, land, or water serving the building.

PART 2-PRODUCTS

2.1 MATERIALS

- A. Prefabricated Drainage Composite: CCW MiraDRAIN, a 3-dimensional dimpled core and geotextile fabric, by Carlisle Coatings & Waterproofing Incorporated, 900 Hensley Lane, Wylie, Texas 75098, Phone: (800) 527-7092 Fax: (972) 442-0076.
 - 1. CCW MiraDRAIN 2000 for shallow-depth foundation walls and residential applications.

2. CCW MiraDRAIN 5000 for double-sided drainage applications in landscaping and landfill applications.
 3. CCW MiraDRAIN 6000/6200 for use over waterproofing membranes and lagging, underslab and retaining wall applications.
 4. CCW MiraDRAIN 6000XL/6200XL for extended performance in all vertical applications.
 5. CCW MiraDRAIN 8000 for hydrocarbon resistive applications.
 6. CCW MiraDRAIN 9000 for horizontal plaza and roof deck applications.
 7. CCW MiraDRAIN 9800 for planters and green roof applications.
 8. CCW MiraDRAIN 9900 for vehicular traffic and other high compressive strength applications.
 9. CCW QuickDRAIN functions as an edge drain/pipe collector to channel groundwater away from the structure.
 10. CCW MiraDRAIN GR9200 functions as a retention/drainage composite for green roofs.
 11. CCW MiraDRAIN HC is a high-flow drainage composite for french or trench drains.
- B. Prefabricated Drainage Composite:

Geocomposite Sheet Drain Physical Properties Chart:

CCW MiraDRAIN Property Test Method		Unit	2000	5000	6000/6200	6000/6200XL
<i>Core</i>			-----Typical Values-----			
Thickness	ASTM D1777	in (mm)	0.25 (6.35)	0.40 (10.16)	0.40 (10.16)	0.40 (10.16)
Compressive Strength	ASTM D1621	psf (kN/m ²)	10,800 (517)	15,000 (719)	15,000 (719)	16,500 (790)
Maximum Flow Rate ¹	ASTM D4716	gpm/ft (l/min/m)	12.5 (155)	15 (188)	17 (211)	17 (211)
Installed Vertically ²	ASTM D4716	gpm/ft (l/min/m)	8.5 (106)	12.5 (155)	12.5 (155)	14.5 (180)
Installed Horizontally ³	ASTM D4716	gpm/ft (l/min/m)	§	2.4 (30)	§	§
<i>Fabric</i>						
Apparent Opening Size	ASTM D4751	US Std Sieve (mm)	40 (0.42)	40 (0.42)	40 (0.42)	40 (0.42)
Water Flow Rate	ASTM D4491	gpm/ft ² (l/min/m ²)	200 (8,148)	200 (8,148)	200 (8,148)	200 (8,148)
Grab Tensile Strength	ASTM D4632	lbs (kN)	80 (0.36)	80 (0.36)	80 (0.36)	80 (0.36)
Grab Elongation	ASTM D4632	%	60	60	60	60
Puncture Resistance	ASTM D4833	lbs (kN)	-	-	-	-
<i>System</i>						
Performance Index	*	N/A	14,050	18,250	18,250	24,100

CCW MiraDRAIN Property Test Method		Unit	8000	9000	9800	9900
<i>Core</i>			-----Typical Values-----			
Thickness	ASTM D1777	in (mm)	0.40 (10.16)	0.40 (10.16)	0.40 (10.16)	0.25 (6.35)
Compressive Strength	ASTM D1621	psf (kN/m ²)	18,000 (862)	18,000 (862)	18,000 (862)	33,000 (1,650)
Maximum Flow Rate ¹	ASTM D4716	gpm/ft (l/min/m)	21 (260)	21 (260)	17.5 (219)	13 (161)
Installed Vertically ^{2†}	ASTM D4716	gpm/ft (l/min/m)	18.5 (230)	18.5 (230)	15.5 (193)	§
Installed Horizontally ^{3†}	ASTM D4716	gpm/ft (l/min/m)	3.8 (47)	3.8 (47)	3.0 (38)	2.4 (30)
<i>Fabric</i>						
Apparent Opening Size	ASTM D4751	US Std. Sieve (mm)	40 (0.42)	40 (0.42)	80 (0.18)	40 (0.42)
Water Flow Rate	ASTM D4491	gpm/ft ² (l/min/m ²)	145 (5,907)	145 (5,907)	95 (3,866)	145 (5,907)
Grab Tensile Strength	ASTM D4632	lbs (kN)	365 (1.62)	365 (1.62)	205 (0.90)	365 (1.62)
Grab Elongation	ASTM D4632	%	24	24	50	24
Puncture Resistance	ASTM D4833	lbs. (kN)	100 (0.44)	100 (0.44)	130 (0.58)	100 (0.44)
<i>System</i>						
Performance Index	*	N/A	27,198	27,198	31,325	42,198

CCW MiraDRAIN Property Test Method		Unit	QuickDRAIN		GR9200	
<i>Core</i>			-----Typical Values-----			
Thickness	ASTM D1777	in (mm)	0.63-1.0 (16.10-25.4)		0.40 (10.16)	
Compressive Strength	ASTM D1621	psf (kN/m ²)	9,500 (455)		15,000 (718)	
Maximum Flow Rate ¹	ASTM D4716	gpm/ft (l/min/m)	118 (928)		§	
Installed Vertically ^{2†}	ASTM D4716	gpm/ft (l/min/m)	§		§	
Installed Horizontally ^{3†}	ASTM D4716	gpm/ft (l/min/m)	§		§	
<i>Fabric</i>					NW/Woven	
Apparent Opening Size	ASTM D4751	US Std. Sieve (mm)	70 (0.21)		70/40 (0.21/0.42)	
Flow Rate	ASTM D4491	gpm/ft ² (l/min/m ²)	110 (4,477)		140/145 (5,698/5,907)	
Grab Tensile Strength	ASTM D4632	lbs (kN)	160 (0.71)		100/365 (0.45/1.62)	
Grab Elongation	ASTM D4632	%	50		50/24	
Puncture Resistance	ASTM D4833	lbs (kN)	95 (0.42)		65/100 (0.30/0.44)	
<i>System</i>						
Performance Index	*	N/A	17,100		N/A	

CCW MiraDRAIN Property Test Method		Unit	HC Drain
<i>Core</i>			-----Typical Values-----
Thickness	ASTM D1777	in (mm)	1.0 (25.4)
Compressive Strength	ASTM D1621	psf (kN/m ²)	9,500 (455)
Maximum Flow Rate ¹	ASTM D4716	gpm/ft (l/min/m)	§
Installed Vertically ^{2†}	ASTM D4716	gpm/ft (l/min/m)	82 (1,300)
Installed Horizontally ^{3†}	ASTM D4716	gpm/ft (l/min/m)	21 (260)
<i>Fabric</i>			
Apparent Opening Size	ASTM D4751	US Std. Sieve (mm)	70 (0.21)
Flow Rate	ASTM D4491	gpm/ft ² (l/min/m ²)	135 (5,500)
Grab Tensile Strength	ASTM D4632	lbs (kN)	120 (0.50)
Grab Elongation	ASTM D4632	%	50
Puncture Resistance	ASTM D4833	lbs (kN)	65 (0.30)
<i>System</i>			
Performance Index	*	N/A	12,750

All flow rates were tested at 3600 psf.

¹In plane flow rate @ gradient of 1.0 ²Installed flow rate with soil overburden @ vertical gradient of 1.0 ^{3†}Installed flow rate with concrete overburden @ vertical gradient of 1.0 ³Installed flow rate with soil overburden @ horizontal gradient of 0.05 ^{3†}Installed flow rate with concrete overburden @ horizontal gradient of 0.05 * Drainage Performance Index is a function of ASTM D 4833, D 4632 and D 1621 § Contact Carlisle Coatings & Waterproofing for performance values in these applications.

PART 3-EXECUTION

3.1 EXAMINATION

- A. Site Verification of Conditions: Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions. Do not proceed with drainage installation until substrate conditions are acceptable for compliance with manufacturer's warranty requirements.

3.2 PREPARATION

- A. Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage during installation operations.
- B. Concrete Surface Preparation: Prepare concrete surfaces to receive drainage composite. Surfaces shall be smooth, free of depressions, voids, protrusions, clean and free of other surface contaminants that may impair the performance of drainage and manufacturer's warranty requirements.
 - 1. Cast-in-Place Concretes: Decks shall be monolithic, smooth, free of voids, spalled areas, laitance, honeycombs, and sharp protrusions. Refer to Division 3 Concrete Section for concrete strength, density, finish, curing methods and other concrete requirements.
 - 2. Precast Concrete Decks: Decks shall be mechanically secured to minimize differential movement and each joint between precast units shall have an installed backer rod. Grout precast units as recommended by manufacturer.
 - 3. Shotcrete: Surface shall be monolithic and smooth with no undulations, irregularities or exposed wire mesh.
- C. Substrate Cleaning: Clean substrate that is to receive drainage. Remove loose debris and other harmful contaminants that will affect performance of drainage composite.

3.3 DRAINAGE COURSE INSTALLATION

- A. Vertical Surfaces: CCW MiraDRAIN 2000, 5000, 6000/6200, 6000/6200XL, MiraDRAIN HC; or Planters: CCW MiraDRAIN 9800, GR9200
 - 1. Completed Walls: Position the panel with the flat side against the wall and filter fabric toward the soil/drainage side. CCW DRAIN GRIP contact adhesive or a washer headed concrete nail may be used to attach the panel against the concrete wall. Over CCW Waterproofing Membrane: Place the CCW MiraDRAIN over the waterproofing membrane.
 - 2. Shoring Systems or Vertical Soil Excavations: Position the panel with the fabric facing the shoring or soil. Nails of sufficient length should be used to pin the panel directly against the shoring or soil. The fabric should lay flat against the shoring or soil to minimize voids. Concrete or shotcrete may be placed directly against the backside of the CCW MiraDRAIN.
 - 3. Buttress Drainage and Landslide Repair: CCW MiraDRAIN should be rolled out fabric side down onto the properly prepared subgrade. A "chimney" drain type drain pattern should be formed.
 - a) Spacing between CCW MiraDRAIN chimney drains will be dictated by the engineer. Chimney drains should be connected to the continuous horizontal collector panel by overlapping a minimum of 12" (30 cm) into the collector panel.
 - b) CCW MiraDRAIN panels may be secured to the subgrade by ballasting with soil or nailing through the CCW MiraDRAIN panel into the underlying hillside. Fabric flaps must be folded over onto the core and secured with duct tape or soil ballast.
 - 4. Edge Drain or Trench Drain:
 - a) CCW MiraDRAIN should be laid out in 50 to 500 foot lengths adjacent to the previously cut/excavated trench.

3.4 DISCHARGE CONNECTIONS

- A. Drainage:
- a) Foundation/Retaining Wall: Install CCW QuickDRAIN prefabricated drainage collection system in a vertical foundation wall to a horizontal footing configuration. Adhere CCW QuickDRAIN to the substrate using CCW DRAIN GRIP contact adhesive or SecurTape tape. Place the hinged portion of the CCW QuickDRAIN against the vertical/horizontal transition and press into place. Connect adjacent panels by pulling filter fabric back to expose the flange. Overlap the flange of the core of edge drain on to the flange of the preceding drain core. Cover the joint with the filter fabric. Install CCW MiraDRAIN in shingle fashion by overlapping the flange of the CCW QuickDRAIN in the direction of water flow and cover with filter fabric. Cover all terminal edges of the core with the fabric flap by tucking it behind the core.
Discharge Connection Installation: Leaving the filter fabric in place, slide the CCW QuickDRAIN Connector outlet over the horizontal portion of the CCW QuickDRAIN and wrap with filter fabric.
 - b) Where drainpipe is indicated, place the drainpipe next to the core. Wrap the drainpipe or rock-pipe drain combination with an auxiliary piece of filter fabric.
- B. Weep holes: Cut a hole in the core corresponding to the size and location of the weep hole. Avoid cutting a hole in the fabric by cutting the backside of the core between the dimples. A four dimple square area cut between the dimples (2 ½ square inch) should be sufficient for most applications.
- C. Plaza Drains: Create openings in the CCW MiraDRAIN core to correspond with all discharge holes in the drain at the structural deck level. Fabric must be placed over these holes to prevent intrusion of soil, grout, sand, or concrete into the drainage core.
- D. Terminal Connections and Protrusions: Cover all terminal edges with the integral fabric flap by tucking it around the edge of the core and securing it. At protrusions, cut the core around the protrusion, cut an "X" in the fabric, and tape the fabric around the protrusion. Dirt and concrete must not infiltrate the core.

3.5 CLEANING AND PROTECTION

- A. Cleaning: Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to owner's acceptance. Remove construction debris from project site and legally dispose of debris.
- B. Protection: Protection installed products finished surfaces from damage during construction.



May 24, 2010

Professional Engineering Consultants
902 S. Bdwy.
Pittsburg, KS 66762

Re: New Entry Stairs for Memorial Auditorium
Request for Change Order

Dear Sir:

We would like to submit the following pricing for the additional electrical work attached:

Baker Electric –invoice attached	\$1099.00
OH&P	\$ 109.90
Bond -1.5%	\$ 18.13
Total	\$1227.03

Sincerely,


Bill Warlop
HCC General Contractors

HCC

From: "Home Center Construction, Inc." <hcc@hcc.kscoxmail.com>
To: "Bill Warlop" <hcc@hcc.kscoxmail.com>
Sent: Monday, May 24, 2010 8:22 AM
Attach: Electrical C.O. Request.pdf, Baker electric issue.pdf
Subject: Fw: Emailing: Electrical C.O. Request.pdf

----- Original Message -----

From: Home Center Construction, Inc.
To: Jim Zibert
Sent: Friday, May 21, 2010 11:04 AM
Subject: Emailing: Electrical C.O. Request.pdf

Jim , Here's the figures Baker Electric is requesting for the additoional wiring. We would like to put 1.5% bonding and 10% OH&P on this. Please let me know if this is acceptable. Thanks, Bill Warlop

The message is ready to be sent with the following file or link attachments:
Electrical C.O. Request.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

FAX COVER SHEET

BAKER ELECTRIC, LLC
PO BOX 651 PITTSBURG, KS
PHONE # 620-232-2682
FAX # 620-232-5682

DATE: 5/17/10

TO: bill warlop

COMPANY: hcc

FROM: scott

MESSAGE: bill the control panel for the heat tape is a 3 phase unit on the plans it shows a single phase feed to this unit we had to pay 350.00 more for a 3 phase bucket and pull an additional 1/0 wire to the unit at a cost of 580.00 i think we should get a change order

PAGES TO FOLLOW:

BAKER ELECTRIC
 PO BOX 651
 PITTSBURG, KS 66762

Invoice

Date	Invoice #
5/14/2010	2089

Bill To
HOME CENTER CONST

B.E.C., LLC

Electrical Contractor

620-232-2682

Thank you for your Business.

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	change bucket to 3 phase	350.00	350.00
300	# 10 wire	1.93	579.00
2	hrs additional labor install switch pull wire 2 men	85.00	170.00
		Total	\$1,099.00

All Invoices Due By the 10th of the Month.

All Unpaid Invoices are Subject to 1.5% Interest Per Month.



May 24, 2010

Professional Engineering Consultants
902 S. Bdwy.
Pittsburg, KS 66762

Re: New Entry Stairs for Memorial Auditorium
Request for Change Order

Dear Sir:

We would like to submit the following pricing for the additional wall and ceiling plaster repairs due to unforeseen conditions:

Materials and Labor	\$1800.00
Bond & OH&P included	

Sincerely,


Bill Warlop
HCC General Contractors



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: June 2, 2010

SUBJECT: Agenda Item – June 8, 2010
Change Order No. 4
Pittsburg Historic Library East Entry Vestibule

Attached you will find Change Order No. 4 for the above-referenced project. This change order reflects an increase of \$1,070.99 making a new contract construction amount of \$117,602.99 and covers additional work items as noted below:

Item 1/Add \$65.00 - Pat Clement requested during construction that blocking, data and power be provided to allow for a TV to be installed in the southeast corner of the new media room.

Item 2/Add \$325.00 - A blue accent tile had been selected to match the blue floor color in the existing library lobby. Before installation, the library decided to eliminate the blue accent tile. Additional carpet tiles of the base color were ordered to replace the deleted accent tiles.

Item 3/Add \$65.00 - A ceiling fan was added to the new media room which required a new layout for the light fixtures. Additional blocking, electrical work and some ceiling grid re-work was required to adjust for the new locations of the 2x2 lights.

Item 4/Add \$150.00 - Eight bolts at 2 columns needed to be removed to allow for the window installation. Bolts were removed and columns were welded to beam.

MEMO TO: JOHN D. VANGORDEN
JUNE 2, 2010
PAGE TWO

Item 5/Add \$967.96 - This price includes the cost to add the ceiling fan (fixture cost), to add the switch for the ceiling fan, to add data and power outlets requested by the library.

Item 6/Deduct \$501.97 - Two electrical boxes were designed to be installed in the concrete floor in the media room. This work scope was missed during construction of the floor. The amount shown is a credit from Tri-State for the work not performed.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 8, 2010. Action necessary will be approval or disapproval of the change order and, if approved, authorize the Mayor to sign the change order on behalf of the City.

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

Attachment: Change Order No. 4

cc: Tammy Nagel, City Clerk
Andrew J. Huyett, Building Official
Project File
Memo File



AIA®

Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> Pittsburg Historic Library East Entry Vestibule	CHANGE ORDER NUMBER: 004 DATE: May 12, 2010	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Tri-State Building & Supply Company 816 E. Jefferson Pittsburg, Kansas 66762	ARCHITECT'S PROJECT NUMBER: 08014 CONTRACT DATE: November 10, 2009 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Per attached Change Order No. 6 (Revised) from Tri-State Building for the following:

- | | |
|---|---------------------|
| 1. Blocking for TV and mounting bracket: | Add: \$ 65.00 |
| 2. Change accent carpet: | Add: \$ 325.00 |
| 3. Blocking for ceiling fan: | Add: \$ 65.00 |
| 4. Remove nuts/bolts at tops of two additional columns, weld perimeter: | Add: \$ 150.00 |
| 5. Electrical, per MEP consultant request, dated 3/29/10, breakdown attached: | Add: \$ 967.96 |
| 6. Provide two electrical floor boxes: | Deduct: <\$ 501.97> |
| Total Change Order No. Four: Add: <u>\$1,070.99</u> | |

The original Contract Sum was	\$ 114,367.00
The net change by previously authorized Change Orders	\$ 2,165.00
The Contract Sum prior to this Change Order was	\$ 116,532.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,070.99
The new Contract Sum including this Change Order will be	<u>\$ 117,602.99</u>

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is April 24, 2010.

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

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

Williams Spurgeon Kuhl & Freshnock Architects, Inc.		City of Pittsburg, Kansas
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
110 Armour Road, North Kansas City, Missouri 64116	816 E. Jefferson, Pittsburg, Kansas 66762	201 W. Fourth Street, Pittsburg, Kansas 66762

ADDRESS
Dustin Watkins
BY (Signature)
DUSTIN WATKINS
(Typed name)
5/17/10
DATE

ADDRESS
[Signature]
BY (Signature)
Bob Cowan
(Typed name)
6-2-10
DATE

ADDRESS

BY (Signature)

(Typed name)

DATE

TRI-STATE BUILDING

CHANGE ORDER

No. 6(revised)

P.O. Box 1416
Pittsburg, KS 66762

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

TITLE: Reply, Proposal Request #1

Date: 4-6-2010

PROJECT: Pittsburg Public Library

Contract NO:

TO: Attn: Dustin Watkins

DESCRIPTION OF CHANGE

See Below

Item	Description	Days	Unit Price	Tax Amount	Net Amount
1.)	Blocking for TV and mounting bracket	0.50		\$0.00	\$65.00
2.)	Change accent carpet, (different dye lot)	1.00		\$0.00	\$325.00
3.)	Blocking for ceiling fan	0.50		\$0.00	\$65.00
4.)	Removed nuts and bolts at tops of two additional columns, previously thought to be ok. And welded entire perimeter. (The two northern most columns.)	1.00		\$0.00	\$150.00
5.)	Electrical, as per PKMR request dated 3/29/10 (see attached breakdown)	2.00		\$0.00	\$967.96
6.)	Deduct: provide two electrical floor boxes	0.00		\$0.00	(\$501.97)
7.)		0.00		\$0.00	
8.)		0.00		\$0.00	
9.)		0.00		\$0.00	
10.)		0.00		\$0.00	
11.)		0.00		\$0.00	

Unit Cost: \$1,070.99
Tax Amount: \$0.00
Total Change To Contract: \$1,070.99

The Original Contract Sum was	\$114,367.00
Net Changes to Contract Previously Approved	\$2,165.00
The Contract Sum Previous to This Change Order was.....	\$116,532.00
Net Changes to Contract by This Change Order.....	\$1,070.99
The New Contract Sum Including This Change Order.....	\$117,602.99

ACCEPTED:

WSKF

By: _____
Dustin Watkins

Date: _____

Tri-State Building & Supply Co., Inc

By: Cody Cowan
Cody Cowan

Date: 4-6-10

Per Proposal Request #1

Material for elec.	419 ⁰⁰
Labor for elec.	259 ⁰⁰
Revise ceiling grid for new layout	144 ⁷⁷
	<hr/>
Subtotal	822.77
Profit 15%	145.19
	<hr/> <hr/>
Total	\$967 ⁹⁶


H-6-10



Interoffice Memorandum

TO: John D. VanGorden
Interim City Manager

FROM: Jeff Wilbert
Interim Parks and Recreation Director

DATE: June 2nd, 2010

SUBJECT: Agenda Item June 8th, 2010

Awarding of contract for Kelly concession stand located in the Don Gutteridge Sports Complex

The Parks & Recreation Department is requesting commission approval in awarding the Kelly concession stand operation to Jason & Tasha Dean. They were the only bid received by the deadline of 2:00 p.m. Tuesday, June 1st, 2010. They have agreed to run the Kelly concession stand located in the softball complex located in the Don Gutteridge Sports Complex. They will return to the Parks & Recreation Department 17% of the net receipts from their sales during the term of the agreement. The Kelly concession stand agreement has been reviewed and approved by City Attorney Henry Menghini. We are asking for City Commission approval and if approved have Mayor Patrick O'Bryan sign the agreement.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday June 8th, 2010?
If you have any questions concerning this matter, please do not hesitate to contact me.

cc: Tammy Nagel, City Clerk

**2010 SUMMER & FALL SOFTBALL LEAGUE
KELLY CONCESSION AGREEMENT**

This Agreement made this 2nd day of June, 2010, between the City of Pittsburg, Kansas herein referred to as "Grantor," and Jason & Tasha Deen, herein referred to as "Concessionaire."

RECITALS

Grantor owns concession stands in the Don Gutteridge Sports Complex in the City of Pittsburg, Kansas, herein referred to as the "Park," and Grantor desires to grant a license to Concessionaire to operate concessions at the concession stand next to the Jim Kelly softball diamond in the park. Concessionaire desires to secure a license to operate the concession stand next to the Jim Kelly softball diamond in the park. In consideration of the mutual covenants and agreements contained herein, the Grantor and Concessionaire agree as follows:

GRANT AND DESCRIPTION PREMISES

Grantor grants to Concessionaire and Concessionaire accepts from Grantor the exclusive privilege of operating the concession stand next to the Jim Kelly softball diamond, hereinafter referred to as the "Concession Stand."

CONCESSION FEE

Concessionaire shall pay to Grantor during the term of this Agreement 17% percent of the net receipts, as herein defined, of all concession sales during the term of this Agreement. Payments shall be paid to Grantor on the 15th of each month beginning July 15, 2010 and continuing through November 15, 2010. All payments are to be made to the Parks and Recreation Department at Lincoln Center, 710 W. 9th St., P.O. Box 688, Pittsburg, Kansas 66762. Net receipts as used in this Agreement shall be all moneys received by Concessionaire through the operation of the Concession Stand minus the cost to Concessionaire of the concession items sold.

ACCOUNTING AND RECORDS

Concessionaire shall furnish to Grantor, at the same time as making the bi-weekly concession fee payment, a statement certified by Concessionaire as being true and correct providing an itemization of gross sales, the above mentioned cost deductions and the total net receipts of the concession operation.

USE OF PREMISES

The Concession Stand shall be used solely for sales of concession products and Concessionaire shall not use or permit the Concession Stand to be used for any other purpose without obtaining the prior written consent of Grantor.

QUALITY OF CONCESSIONS AND SERVICE

All items sold by Concessionaire shall be of first class quality, and the services provided by concessionaire shall be rendered courteously and efficiently. Grantor reserves the right to prohibit the sale of any item that it deems objectionable, and Grantor shall have the right of order the improvement of the quality of either the merchandise or the services rendered.

CONCESSION ITEMS

All beverages sold by the Concessionaire must be purchased directly from Pepsi Cola Bottling Co. of Pittsburg, Inc. Concessionaire may offer further concession items in Concessionaire's discretion unless otherwise prohibited herein.

CONCESSION ITEMS NOT ALLOWED

Concessionaire is prohibited from offering hamburgers and other sandwiches which cannot be cooked or warmed in a microwave oven. Concessionaire is further prohibited from offering water balloons and other such items which may cause injury to the public as determined in Grantor's sole discretion. The sale of alcoholic beverages and cereal malt beverages on the concession premises is strictly prohibited.

HOURS OF OPERATION

Concessionaire shall operate the Concession Stand for all softball games throughout the 2010 Summer and Fall softball seasons, including tournaments, and shall be open at least fifteen (15) minutes prior to the first game and until fifteen (15) minutes after the last game is concluded each day. Grantor shall furnish Concessionaire with a schedule of games and notify the Concessionaire of rescheduling due to rain. Grantor reserves the right to establish different hours of operation in any time it deems the same to be necessary.

EMPLOYEES OF CONCESSIONAIRE

Concessionaire shall at all times endeavor to employ only persons of good moral character. Concessionaire and other employees shall wear shoes and shirts at all times while operating the concession stand, and shall conduct themselves courteously in their relations and interactions with the public. The Concession Stand shall at all times be under adult supervision and a minimum of one (1) worker shall occupy the Concession Stand at all times. Concessionaire shall be solely responsible for payment of its employees wages, taxes, worker's compensation benefits, or other compensation required by applicable law.

TERMS

The term of this Agreement shall be for the 2010 Summer & Fall softball seasons and shall commence on or about June 1, 2010 and end on or about November 1, 2010.

REPAIR AND MAINTENANCE OF PREMISES AND EQUIPMENT

Grantor shall perform any required maintenance and repairs to the Concession Stand at its own expense. Concessionaire shall report any problems to the Grantor immediately.

Concessionaire shall at all times keep and maintain the concession premises in a clean and sanitary condition. Concessionaire shall store all trash in the containers provided by the Grantor for that purpose. Concessionaire shall be responsible for closing and securing the Concession Stand and shall be solely responsible for any loss or damage to inventory or equipment due to the Concessionaire's negligence. Grantor shall not be responsible to the Concessionaire for any lost funds, inventory, personal property or equipment, due to theft or any other cause.

RIGHT OF ACCESS

Grantor shall have unrestricted access to the concession premises, and to each part thereof, during the regular business hours of Concessionaire for the purpose of inspecting the same and making repairs to the concession premises and equipment.

PAYMENT OF BILLS

Concessionaire shall promptly pay all debts incurred for the purchase of goods or services used in the operation of the Concession Stand. Concessionaire shall pay all sales tax due at the time of purchase of inventory from vendors.

ALTERATIONS PROHIBITED

No alterations may be made by Concessionaire to the concession premises without obtaining the prior written approval of Grantor.

LICENSES AND PERMITS

Concessionaire shall be solely responsible for obtaining and paying for all permits or licenses that may be legally required for the operation of the Concession Stand.

COMPLIANCE WITH LAWS

Concessionaire shall comply with all applicable Federal and State laws and ordinances of the City of Pittsburg governing the operation of the Concession Stand.

LICENSEE/INDEPENDENT CONTRACTOR

This agreement is not a contract of employment. No relationship of employer and employee exists between Grantor and Concessionaire or between Grantor and any employee or agent of Concessionaire. Concessionaire shall at all times be deemed to be an independent contractor. Concessionaire is not authorized to bind Grantor to any agreements or obligations. Grantor shall not be liable for any acts or inaction of Concessionaire and Concessionaire's employees or their agents in performing the duties prescribed herein.

No portion of the concession premises is being leased to Concessionaire. Concessionaire is a licensee, not and not a lessee, of the concession premises, and the right of Concessionaire to occupy the concession premises and to operate the Concession Stand granted by this Agreement shall continue only so long as all the terms of this Agreement are strictly and promptly complied with by Concessionaire.

TERMINATION BY GRANTOR

If in the exclusive judgment of Grantor the manner of operation of the Concession Stand or the quality of the concessions or services does not meet the requirements of this Agreement, or if Concessionaire is in default of any other term of this Agreement, Grantor shall give Concessionaire a written notice specifying the particulars of the unsatisfactory performance for default. If Concessionaire fails or refuses to remedy such unsatisfactory performance or default within three (3) days after receipt of such notice, Grantor may terminate this Agreement without further notice to Concessionaire. The decision of Grantor on any such matter shall be final.

ASSIGNMENT PROHIBITED

Concessionaire has no right or authority to assign any right, privilege, or license conferred by this Agreement without first obtaining the written consent of Grantor. Any attempt to assign any right, privilege or license concerned by this Agreement without first obtaining the prior written consent of Grantor shall be null and void and constitute grounds for immediate termination of this Agreement.

WAIVER OF BREACH

The waiver by Grantor of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term or condition for any subsequent breach of the same or any other term or condition. The subsequent acceptance of a concession fee payment by Grantor shall not be deemed to be a waiver of any prior occurring breach by Concessionaire of any term or condition herein regardless of knowledge of Grantor of such prior existing breach at the time of the acceptance of such concession fee payment.

EACH PROVISION MATERIAL CONDITION

Each term of this Agreement is material and breach by Concessionaire of any one of the terms or conditions herein contained shall be a material breach of the entire Agreement and shall be sufficient grounds for the termination of the entire Agreement by Grantor.

LAW, JURISDICTION AND VENUE

This agreement is entered into and shall be performed in the State of Kansas, and shall be construed in accordance with the laws of the State of Kansas. Grantor and Concessionaire agree and consent to the exclusive jurisdiction and venue of Crawford County District Court for any dispute that may arise out of or from this Agreement.

NOTICES

All notices to Grantor shall be given to Grantor either delivered personally or by certified mail return receipt required to the City Manager, City of Pittsburg, Kansas, P.O. Box 688, Pittsburg, Kansas 66762, or at such future address that Grantor has given to Concessionaire in the manner set forth herein. All notices to Concessionaire shall be either delivered personally or by certified mail return receipt required to Jason B
Tesch, PO Box 1001 W-3rd St Pittsburg, KS 66702,
or at such future addresses that Concessionaire has given to Grantor in the manner set forth herein.

INDEMNIFICATION AND HOLD HARMLESS

Concessionaire shall hold Grantor, its employees and agents harmless, and shall defend Grantor, its employees and agents from and against all claims and liability, including reasonable attorney fees and expenses, for injuries or death to persons, or damage to property, arising from Concessionaire's activities under this Agreement, including a failure by Concessionaire to comply with the terms and conditions of this Agreement.

CONDITION OF PREMISES UPON TERMINATION

Upon termination of this Agreement, Concessionaire shall return the premises and all equipment therein to Grantor in as good a condition as existed at the time of execution of this Agreement, reasonable wear and tear excepted.

BANKRUPTCY OR INSOLVENCY

If Concessionaire files a petition in bankruptcy or is adjudged bankruptcy or insolvent by a court of competent jurisdiction, or makes a voluntary assignment for the benefit of creditors, this Agreement shall cease and terminate and shall not be transferred to, be assigned by operation of law or become a part of Concessionaire's estate.

ATTORNEY FEES AND EXPENSES

If Grantor shall file suit to enforce any provision of this Agreement, Grantor shall be entitled to recover from Concessionaire as part of Grantor's damages, all attorney fees and expenses incurred by Grantor.

JOINT AND SEVERAL RESPONSIBILITY

If Concessionaire is more than one (1) individual or entity doing business together, all such individuals or entities shall be jointly and severally responsible and liable for the performance of all provisions of this Agreement.

BENEFIT OF AGREEMENT

The agreements, terms and conditions set forth in this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, trustees, representatives, successors and assigns.

ENTIRE AGREEMENT/MERGER OF ALL UNDERSTANDINGS

This Agreement constitutes the entire agreement between Grantor and Concessionaire and all prior and contemporaneous oral and written agreements or understands are merged herein.

IN WITNESS WHEREOF, the parties have executed this Agreement at Pittsburg, Kansas the day and year first above written

CONCESSIONAIRE:

GRANTOR:

City of Pittsburg, Kansas

By: _____
Patrick O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk

Modification of the Kelly Concession Agreement between the City of Pittsburg and Jason & Tasha Dean, operators of Kelly Concession Stand.

City Attorney Henry Menghini approved the modification of the Kelly Softball Agreement in the following areas:

- 1) The concession stand will not be open on Monday's during the Summer Softball League because there is only one game scheduled on Monday evenings.
- 2) The Dean's will be allowed to grill outside of the concession stand area. They are in possession of the necessary license from the State of Kansas. They have spoken with the Kansas health department and will be in compliance with all codes and requirements. They will supply the Parks & Recreation Department with approval papers from the health department.

Name _____

Address _____

City _____ State _____ Zip _____

Phone Number _____

City of Pittsburg Kansas

By: _____

Patrick O'Bryan, Mayor

Attest:

Tammy Nagel, City Clerk

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	5/21/2010			162381		
C-CHECK	VOID CHECK	V	5/21/2010			162382		
C-CHECK	VOID CHECK	V	6/01/2010			162455		

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	3 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00
TOTAL ERRORS:	0			
VENDOR SET: 99 BANK: *	TOTALS:	3	0.00	0.00
BANK: *	TOTALS:	3	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	BEST, JOHN	R	5/21/2010			162377		100.00
6026	VERNONA BUZZARD	R	5/21/2010			162378		100.00
1	CAYLOR, AMANDA	R	5/21/2010			162379		44.50
4263	COX COMMUNICATIONS	R	5/21/2010			162380		1,495.58
0497	CRAWFORD COUNTY DISTRICT COURT	R	5/21/2010			162383		14.00
6492	KEPC	R	5/21/2010			162384		100.00
5539	LAWRENCE POLICE DEPARTMENT	R	5/21/2010			162385		900.00
0241	BUFORD LEE	R	5/21/2010			162386		387.50
5904	TASC	R	5/21/2010			162387		1,844.40
5589	VERIZON WIRELESS	R	5/21/2010			162388		420.49
1108	WESTAR ENERGY	R	5/21/2010			162389		25.26
1962	RESERVE ACCOUNT	R	5/24/2010			162390		5,000.00
2519	EAGLE BEVERAGE CO INC	R	5/25/2010			162391		82.50
4263	COX COMMUNICATIONS	R	5/25/2010			162392		35.06
1032	PITTSBURG AQUATIC CENTER	R	5/25/2010			162393		400.00
0869	FOUR OAKS COMPLEX	R	5/28/2010			162423		2,160.00
5561	AT&T MOBILITY	R	5/28/2010			162424		3,434.74
6496	BAKER ENVIRONMENTAL CONSULTING	R	5/28/2010			162425		100.00
0497	CRAWFORD COUNTY DISTRICT COURT	R	5/28/2010			162426		17.50
0094	M&I BANK	R	5/28/2010			162427		450.00
0397	PITTSBURG POLICE DEPT	R	5/28/2010			162428		141.18
1	SMITH, KATI	R	5/28/2010			162429		260.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 5/19/2010 THRU 6/01/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5589	VERIZON WIRELESS	R	5/28/2010			162430		660.77
1108	WESTAR ENERGY	R	5/28/2010			162431		34.54
4275	THE ACTIVE NETWORK INC	R	6/01/2010			162442		7,742.50
6498	BLUEGLOBES LLC	R	6/01/2010			162443		84.94
6346	CENTRAL AIR GROUP INC	R	6/01/2010			162444		773.17
5759	COMMUNITY HEALTH CENTER OF SEK	R	6/01/2010			162445		150.00
0497	CRAWFORD COUNTY DISTRICT COURT	R	6/01/2010			162446		0.50
6358	FIRE X INC	R	6/01/2010			162447		102.75
0549	FIRST CALL AUTO PARTS	R	6/01/2010			162448		160.00
6188	HEIMAN FIRE EQUIPMENT	R	6/01/2010			162449		55.78
5770	JOPLIN FREIGHTLINER SALES INC	R	6/01/2010			162450		921.49
6287	LEGACY FARM AND LAWN	R	6/01/2010			162451		29.16
6462	PKHLS ARCHITECTURE INC	R	6/01/2010			162452		170.89
6493	RACO MANUFACTURING & ENGINEERI	R	6/01/2010			162453		1,092.76
2350	WCA WASTE SYSTEMS INC	R	6/01/2010			162454		14,158.57
0011	AMERICAN ELECTRIC INC	E	5/26/2010			999999		261.88
0034	CRONISTER BROTHERS, INC	E	5/26/2010			999999		334.34
0043	BOWLUS SCHOOL SUPPLY INC	E	5/26/2010			999999		21.94
0046	ETTINGERS OFFICE SUPPLY	E	5/26/2010			999999		2,843.05
0055	JOHN'S SPORT CENTER	E	5/26/2010			999999		25.82
0063	LOCKE WHOLESALE SUPPLY	E	5/26/2010			999999		468.58
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	5/26/2010			999999		309.45

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 5/19/2010 THRU 6/01/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0075	RYAN'S DRIVE-THRU CLEANER	E	5/26/2010			999999		765.80
0078	SUPERIOR LINEN SERVICE	E	5/26/2010			999999		250.97
0083	WATER PRODUCTS INC	E	5/26/2010			999999		3,474.17
0087	FORMS ONE	E	5/26/2010			999999		71.94
0088	D & H LEASING INC	E	5/26/2010			999999		200.81
0105	PITTSBURG AUTOMOTIVE INC	E	5/26/2010			999999		1,037.68
0112	MARRONES INC	E	5/26/2010			999999		171.60
0128	MT CARMEL MEDICAL CENTER	E	5/26/2010			999999		700.00
0129	PROFESSIONAL ENGINEERING CONSU	E	5/26/2010			999999		25,695.67
0133	JIM RADELL CONSTRUCTION INC	E	5/26/2010			999999		19,340.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	5/26/2010			999999		377.00
0145	BROADWAY LUMBER COMPANY, INC.	E	5/26/2010			999999		96.53
0154	BLUE CROSS & BLUE SHIELD	D	5/21/2010			999999		37,671.11
0154	BLUE CROSS & BLUE SHIELD	D	5/28/2010			999999		11,657.75
0163	O'REILLY AUTOMOTIVE INC	E	5/26/2010			999999		12.72
0177	BOOK WHOLESALERS INC	E	5/26/2010			999999		306.76
0179	FILTER-TEK, INC.	E	5/26/2010			999999		33.95
0181	INGRAM	E	5/26/2010			999999		17.58
0185	MISSION CLAY PRODUCTS	E	5/20/2010			999999		1,081.78
0191	XEROX CORP	E	5/26/2010			999999		403.64
0199	KIRKLAND WELDING SUPPLIES	E	5/26/2010			999999		196.52
0200	SHERWIN WILLIAMS COMPANY	E	5/26/2010			999999		324.40

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 5/19/2010 THRU 6/01/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0201	SPICER-ADAMS WELDING, INC.	E	5/26/2010			999999		186.72
0207	PEPSI-COLA BOTTLING CO OF PITT	E	5/26/2010			999999		273.80
0224	KDOR	D	5/19/2010			999999		2,107.90
0276	JOE SMITH COMPANY, INC.	E	5/26/2010			999999		68.49
0286	R&R PRODUCTS INC	E	5/26/2010			999999		337.95
0292	UNIFIRST CORPORATION	E	5/26/2010			999999		42.67
0294	COPY PRODUCTS INC	E	5/26/2010			999999		4,827.78
0300	PITTSBURG FORD-MERCURY, INC.	E	5/26/2010			999999		251.85
0305	BBD SYSTEMS INC	E	5/26/2010			999999		98.50
0306	CASTAGNO OIL CO INC	E	5/26/2010			999999		290.47
0308	DOBRAUC OIL COMPANY INC	E	5/26/2010			999999		21,525.11
0317	KUNSHEK CHAT & COAL CO, INC.	E	5/26/2010			999999		724.08
0328	KANSAS ONE-CALL SYSTEM	E	5/26/2010			999999		306.00
0329	O'MALLEY IMPLEMENT CO INC	E	5/26/2010			999999		490.57
0337	CROSS-MIDWEST TIRE	E	5/26/2010			999999		689.24
0339	GENERAL MACHINERY	E	5/26/2010			999999		3,062.63
0345	VICTOR L PHILLIPS CO	E	5/26/2010			999999		740.41
0347	LYNN'S QUICK LUBE	E	5/26/2010			999999		34.95
0375	CONVENIENT WATER COMPANY	E	5/26/2010			999999		15.00
0420	CONTINENTAL RESEARCH CORP	E	5/26/2010			999999		102.01
0422	DEMCO INC	E	5/26/2010			999999		317.75
0493	MICROMARKETING LLC	E	5/26/2010			999999		158.67

VENDOR SET: 99 City of Pittsburg, KS

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DATE RANGE: 5/19/2010 THRU 6/01/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0496	UNIQUE BOOKS INC	E	5/26/2010			999999		939.42
0525	3M	E	5/26/2010			999999		175.00
0583	DICKINSON INDUSTRIES INC	E	5/26/2010			999999		825.00
0585	MOLLE MC AUTOMOTIVE INC	E	5/26/2010			999999		2.08
0589	BERRY TRACTOR & EQUIPMENT	E	5/26/2010			999999		2,981.27
0620	APCO INTERNATIONAL, INC.	E	5/26/2010			999999		92.00
0627	BOETTCHER SUPPLY INC	E	5/26/2010			999999		99.65
0629	REDWOOD HEIGHTS DEV INC	E	5/26/2010			999999		404.00
0631	TRI-STATE BUILDING & SUPPLY CO	E	5/28/2010			999999		36,648.00
0650	HOME CENTER CONSTRUCTION	E	5/28/2010			999999		57,501.00
0659	PAYNES INC	E	5/26/2010			999999		21.44
0704	NEPTUNE RADIATOR AND AUTO	E	5/26/2010			999999		218.77
0709	BATES SALES COMPANY INC	E	5/26/2010			999999		329.62
0773	RED BUD SUPPLY INC	E	5/26/2010			999999		948.00
0786	RICHARD RHEUMS	E	5/26/2010			999999		1,500.00
0806	JOHN L CUSSIMANIO	E	5/26/2010			999999		206.00
0810	OMB POLICE SUPPLY INC	E	5/26/2010			999999		399.99
0837	BLACKBURN MANUFACTURING CO	E	5/26/2010			999999		87.65
0853	AMERICAN WATER WORKS ASSOC	E	5/26/2010			999999		498.00
0953	J A SEXAUER INC	E	5/26/2010			999999		56.91
1050	KPERS	D	5/28/2010			999999		2,452.11
1478	KANSASLAND TIRE OF PITTSBURG	E	5/26/2010			999999		1,157.11

VENDOR SET: 99 City of Pittsburg, KS

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DATE RANGE: 5/19/2010 THRU 6/01/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1490	ESTHERMAE TALENT	E	5/26/2010			999999		25.00
1619	MIDWEST TAPE	E	5/26/2010			999999		355.80
1704	AMERICAN MEDIA INVESTMENTS	E	5/26/2010			999999		150.00
2137	VAN WALL GROUP	E	5/26/2010			999999		753.95
2350	WCA WASTE SYSTEMS INC	E	5/26/2010			999999		15,538.33
2433	THE MORNING SUN	E	5/26/2010			999999		1,150.52
2612	SANTA FE DISTRIBUTING INC	E	5/26/2010			999999		727.86
2825	KANSAS DEPT OF ADMINISTRATION	E	5/26/2010			999999		544.66
2841	KDH&E	E	5/26/2010			999999		714.00
2960	PACE ANALYTICAL SERVICES INC	E	5/26/2010			999999		195.00
3014	PUBLIC SAFETY CENTER, INC	E	5/26/2010			999999		361.16
3147	INTERNAL REVENUE SERVICE	D	5/28/2010			999999		63.95
3248	AIRGAS MID-SOUTH, INC	E	5/26/2010			999999		116.86
3281	USA BLUE BOOK	E	5/26/2010			999999		393.48
3571	LARRY'S DIESEL REPAIR LLC	E	5/26/2010			999999		114.75
3697	LR ENTERPRISES LLC	E	5/26/2010			999999		646.83
3802	BRENNTAG MID-SOUTH INC	E	5/26/2010			999999		1,983.86
3971	FASTENAL COMPANY	E	5/26/2010			999999		145.87
3972	WASHINGTON ELECTRONICS INC	E	5/26/2010			999999		2,050.80
4126	EMERGENCY MEDICAL PRODUCT INC	E	5/26/2010			999999		215.10
4163	TICKETSAGE INC	E	5/26/2010			999999		31.00
4277	AMERICAN EQUIPMENT CO	E	5/26/2010			999999		208.31

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4307	HENRY KRAFT, INC.	E	5/26/2010			999999		135.68
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	5/26/2010			999999		565.67
4603	KANSAS GOLF AND TURF INC	E	5/26/2010			999999		198.87
4621	JCI	E	5/26/2010			999999		702.67
4638	SOUND PRODUCTS	E	5/26/2010			999999		46.35
4698	THE MORNING SUN	E	5/26/2010			999999		127.63
4738	PIONEER REVERE	E	5/26/2010			999999		500.00
4766	ACCURATE ENVIRONMENTAL	E	5/26/2010			999999		1,534.58
4970	ERIC VANCE	E	5/26/2010			999999		1,511.00
5049	CRH COFFEE INC	E	5/26/2010			999999		37.70
5295	SPRINGFIELD BLUEPRINT	E	5/26/2010			999999		99.00
5340	COMMERCE BANK TRUST	E	5/28/2010			999999		18,981.02
5371	PITTSBURG FAMILY YMCA	E	5/26/2010			999999		1,040.00
5391	GLASS DEPOT LLC	E	5/26/2010			999999		120.00
5420	AQUIONICS INC	E	5/26/2010			999999		265.08
5469	BURTON CROWELL	E	5/26/2010			999999		104.84
5474	THE UPS STORE	E	5/26/2010			999999		39.21
5649	MELLEN & ASSOCIATES INC	E	5/26/2010			999999		135.00
5668	COUNTRYSIDE ANIMAL HOSPITAL OF	E	5/26/2010			999999		162.09
5745	FLUID EQUIPMENT COMPANY INC	E	5/26/2010			999999		297.56
5758	ROLL OFF SERVICES INC (ATTN MA	E	5/26/2010			999999		333.00
5855	SHRED-IT USA INC	E	5/26/2010			999999		65.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 5/19/2010 THRU 6/01/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5904	TASC	D	5/28/2010			999999		6,350.16
5974	CHARLES VANBECELAERE	E	5/26/2010			999999		185.00
6117	ALEXANDER OPEN SYSTEMS INC	E	5/26/2010			999999		13,382.50
6139	BOB MARTIN	E	5/26/2010			999999		2,015.00
6175	HENRY C MENGHINI	E	5/26/2010			999999		38.50
6191	MARADETH FREDERICK	E	5/26/2010			999999		600.00
6232	ASPHALT & FUEL SUPPLY LLC	E	5/26/2010			999999		13,833.81
6253	DWAYNE O'BRIEN	E	5/26/2010			999999		3,082.26
6262	CLEAN THE UNIFORM COMPANY	E	5/26/2010			999999		418.15
6309	TAMMY FRYE	E	5/26/2010			999999		400.00
6443	MEDICALODGES INC	E	5/26/2010			999999		760.00
6447	TRANSWEST INC	E	5/26/2010			999999		66,869.00

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	37	43,650.53	0.00	43,650.53
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	60,302.98	0.00	60,302.98
EFT:	123	353,469.45	47.16	353,516.61
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: 80144	TOTALS:	166	457,422.96	47.16	457,375.80
BANK: 80144	TOTALS:	166	457,422.96	47.16	457,470.12

VENDOR SET: 99 City of Pittsburg, KS

BANK: EFT MANUAL EFTS

DATE RANGE: 5/19/2010 THRU 6/01/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0240	SHANNON GERWERT	E	5/24/2010			999999		1.70
0256	STEPHEN GILLIS	E	6/01/2010			999999		4.00
0577	KANSAS GAS SERVICE	E	5/24/2010			999999		83.77
0834	SHERRI L. ADAMS	E	5/24/2010			999999		5.34
0847	RUTH KETTERMAN	E	5/24/2010			999999		4.15
0866	AVFUEL CORPORATION	E	5/24/2010			999999		35.00
0866	AVFUEL CORPORATION	E	6/01/2010			999999		26,716.19
2223	PITNEY BOWES	E	5/28/2010			999999		57.79
2584	LINDA BISHOP	E	5/24/2010			999999		14.11
3668	MID AMERICA PROPERTIES OF PITT	E	5/24/2010			999999		8,552.59
3884	MARK D. TURNBULL	E	5/24/2010			999999		58.00
3884	MARK D. TURNBULL	E	5/28/2010			999999		60.00
4698	THE MORNING SUN	E	5/28/2010			999999		127.63
5237	RANDY S. RYAN	E	5/24/2010			999999		3.44
5371	PITTSBURG FAMILY YMCA	E	6/01/2010			999999		4,324.25
5609	RON WHITE	E	5/28/2010			999999		1,082.25

* * T O T A L S * *		NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:		0	0.00	0.00	0.00
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
EFT:		16	41,130.21	0.00	41,130.21
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: EFT	TOTALS:	16	41,130.21	0.00	41,130.21
BANK: EFT	TOTALS:		16	41,130.21	0.00	41,130.21

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1601	GRAIG MOORE	R	6/01/2010			162432		293.00
3406	JON SCHWENKER	R	6/01/2010			162433		234.00
4636	WESTAR ENERGY, INC. (HAP)	R	6/01/2010			162434		981.00
5567	TERRE KNOLL	R	6/01/2010			162435		275.00
5699	JON PRIDEAUX	R	6/01/2010			162436		777.00
5834	DENNIS TROUT	R	6/01/2010			162437		482.00
6182	ALAN FELDHAUSEN	R	6/01/2010			162438		450.00
6266	KENNETH JOSEPH BRADY	R	6/01/2010			162439		269.00
6437	FRED VAN BECELAERE	R	6/01/2010			162440		625.00
6451	NAZAR SAMAN	R	6/01/2010			162441		440.00

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	10	4,826.00	0.00	4,826.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00
TOTAL ERRORS:	0			
VENDOR SET: 99 BANK: HAP TOTALS:	10	4,826.00	0.00	4,826.00
BANK: HAP TOTALS:	10	4,826.00	0.00	4,826.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: PY PAYROLL PAYABLES

DATE RANGE: 5/19/2010 THRU 6/01/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	5/28/2010			000000		12,308.20
0321	KP&F	D	5/28/2010			000000		27,777.66
0728	ICMA	D	5/28/2010			000000		5,326.47
1050	KPERS	D	5/28/2010			000000		20,574.34
3147	INTERNAL REVENUE SERVICE	D	5/28/2010			000000		61,730.42
6415	ING FINANCIAL ADVISORS	D	5/28/2010			000000		1,511.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	5/28/2010			162415		347.74
2228	KANSAS PAYMENT CENTER	R	5/28/2010			162416		1,319.19
6135	MCNEARNEY & ASSOCIATES LLC	R	5/28/2010			162417		200.09
2577	OK CENTRALIZED SUPPORT RE	R	5/28/2010			162418		130.97
0349	UNITED WAY OF CRAWFORD COUNTY	R	5/28/2010			162419		35.00
6136	US DEPARTMENT OF EDUCATION	R	5/28/2010			162420		172.83
6434	WINDHAM PROFESSIONALS INC	R	5/28/2010			162421		53.02
0028	PAYROLL CLEARING	E	5/28/2010			999999		73,954.93

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	7	2,258.84	0.00	2,258.84
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	129,228.09	0.00	129,228.09
EFT:	1	73,954.93	0.00	73,954.93
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTALS:	14	205,441.86	0.00	205,441.86
BANK: PY	TOTALS:		14	205,441.86	0.00	205,441.86
REPORT TOTALS:			209	708,821.03	47.16	708,773.87

Passed and approved this 8th day of June, 2010.

Patrick J. O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: John VanGorden
FROM: Mark Turnbull
DATE: May 18, 2010
SUBJECT: Request for Commission Action
Façade Grant 822 North Broadway

The Downtown Façade Improvement Committee considered an application for the Phase II Program requested by Judy Dugan (Spigarelli), owner of the property located at 822 North Broadway. This request is for the Phase 1 side of the shops. 9th Street footage of the property totals 137 feet. Judy Dugan was awarded a previous façade grant in the amount of \$5,200.00 to repair 25 ft of the Decorum side of the shops. That project is complete. The façade grant request totals \$1,772.79 with an anticipated total owner contribution of approximately \$1,825.00. Exterior work planned for the Phase 1 building includes repair north windows, caulk and paint, add new sign to Phase 1, refurbish brick and paint east side. A new corner sign is planned as well.

Recommendation: Committee recommends funding with four conditions; the owner completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, complies with building and fire codes, and receives a positive historic preservation review.

The City Commission is requested to approve or disapprove the façade grant request and if approved, direct staff to prepare the necessary paperwork and Mayor to sign appropriate documents.



Downtown Revitalization
Façade Improvement Grant
Application

★ 249-4043

Date of Application: 4/26/10

Applicant Information

Applicant Name: Judith S. Dugan (Spigarelli)

Business Name: 94 Street Stops

Street Address: 822 N. Broadway A.B.C

City: Pittsburg State: Ks. Zip: 64762

Building Information

Address of building where work is to be done: 822 N. Broadway

Name of building owner (if different from above): JAME

Building renter(s)/occupants: The Decorum, Salon 9, Phase I

Financial Information

Total amount of project: \$ 3,597.79

Total grant amount applied for: \$ 1,772.79

Guidelines:

Match must be 50/50 with City funds, using the following formula:

- Based on \$100 per building front foot
- Extra: for street corner buildings – add up to 25 feet if side has a display window
- Extra: for rear entrances facing a city parking lot – amount based on \$50 per building foot

Owner/Renter Matching Fund Source:

Cash Bank Financing (list bank): _____ Sweat Equity Other: _____

Description of Improvements

Describe the façade improvements (City matching funds can only be used for façade improvements):

Repair windows, caulk and paint.
North side of Phase I, Fitness Building.
Install new signage at door of Phase I.
Redo corner sign for John Dool Phase I.
(See attachments)



Downtown Revitalization Façade Improvement Grant Application

Describe how owner/renter funds to match City will be used (exterior improvements will have first priority):

Rehab brick, roof and paint on East side of Phase I Fitness (See attachment)

Please attach the following:

- Copies of any written estimates for building improvements
- Drawings that show work to be done
- Pictures of building in present condition

Is a building permit required for the project? (?)

yes no

If yes, describe:

repairs only

Project Timetable:

Date work is to start:

1 / 1

ASAP as per contractor(s)

Date work is to be completed:

1 / 1

ASAP

Is your building located within 500 feet of the Hotel Stilwell, Colonial Fox Theatre, or Pittsburg Public Library? yes no

If yes, have you received State historical review? *past. review* yes no

If no, have you inquired about the approval process? *not new review* yes no

simply changing existing sign - which has already been approved.

Funds will be paid out once all work has been completed. Invoices or receipts must be furnished for all materials and labor.

New or Expanding Business Information

Will your building improvements create any new jobs?

no

If this is a new business, what goods or services are you going to provide?

Additional Incentive Program

The Neighborhood Revitalization Program may provide property tax rebates for improvements over \$10,000. For more information, call Deena Hallacy at 232-1210 or visit the City's website at www.pittks.org.

Applicant Signature

Date

Building Owner Signature

Date

[Signature]

4-26-10

[Signature]

4-26-10

N Side

ALTERNATE #1 : MASONRY REPAIRS AND PAINTING OF METAL WINDOWS AND PAINTING OF NORTHEAST SECTION (PHASE ONE). ALSO CLEANING OF GUTTER ON THIS SECTION.

1. This contractor shall cut masonry control joints and/or structural cracks of said section.
2. Perimeter caulking of metal windows shall be cut out. (NOTE: THIS INCLUDES ALL WINDOWS ON NORTH SIDE - DECORUM, HAIR SALON AND PHASE ONE). We shall also clean out existing gutter and repair seams if needed.
3. After the above work has been completed, we shall then pressure-wash the above said section, this will remove all loose and scaling paint and/or dust from said joints.
4. After the above cleaning has been accomplished, we shall then apply a urethane caulking such as Sonolastic NP-1 or equal, tooled to a water-tight condition to perimeter window caulking, structural cracks and/or expansion joints.
5. While caulking joints are still uncured, we shall apply a light coat of masonry sand to said joints, this giving a masonry appearance to said joints.
6. After all of the above work has properly cured, this contractor shall then apply one coat of exterior paint such as SHERWIN WILLIAMS EXTERIOR PAINT or equal to masonry surfaces and windows, color to be chosen by building owner. NOTE: PAINTING SHALL BE OF NORTHEAST SECTION ONLY.

ALTERNATE #1 SHALL BE COMPLETED FOR THE SUM OF \$850.00.

IF ALTERNATE #1 IS ACCEPTED, PLEASE SIGN HERE:

x _____

PLEASE RETURN SIGNED CONTRACT TO THE ABOVE ADDRESS AND RETAIN ONE COPY FOR YOUR RECORDS.

THANK YOU,

RW:ss

TWO BROTHERS CONSTRUCTION

PAGE TWO

E. Jole

**JUDY SPIGARELLI
822 N. BROADWAY
PITTSBURG, KS. 66762
620-231-0926**

**TWO BROTHERS CONST.
706 S. MAIN
FORT SCOTT, KS. 66701
620-223-5254**

BASE BID: MASONRY REPAIRS AND MASONRY PAINTING OF EAST SIDE ONLY.

1. This contractor shall cut out all structural cracks and/or perimeter caulking of said east side of building.
2. After the above has been completed, we shall then pressure-wash all masonry surfaces of east side. This is to remove all loose and un-bondable paint. Also, this will clean all masonry joints that have been cut, leaving a clean and bondable surface.
3. After proper drying time of cleaning has elapsed, we shall then apply a urethane masonry caulking such as Sonolastic NP-I to all structural joints and/or perimeter caulking. Said caulking shall be tooled to a water-tight condition. While caulking is still curing, this contractor shall apply a light surface coat of masonry sand, this leaving caulking to have the appearance of a masonry joint and also paint can bond to rough surface properly.
4. After all the above has been properly completed and properly cured, we shall then apply one coat of exterior latex paint such as SHERWIN WILLIAMS SUPER PAINT or equal, color to be chosen by building owner. The above work shall be done in a neat and professional manner.

THE ABOVE OUTLINED WORK SHALL BE COMPLETED FOR THE SUM OF \$1,825.00.

IF THIS CONTRACT IS ACCEPTED, PLEASE SIGN HERE:

X _____

PAGE ONE

N. Jick

Quotation

Quote Number: 519

Quote Date:

Page: 1



A & O Signs & Graphics
112 N. Elm, Suite 5
Pittsburg, KS 66762

Office (620) 235-1977
 Fax (620) 235-1957

Quoted to:
 Phase I Fitness
 9th & Broadway
 Pittsburg, KS 66762

Customer ID	Good Thru	Payment Terms	Sales Rep	
Phase I Fitness	5/1/10	C.O.D.		
Quantity	Item	Description	Unit Price	Extension
1.00		28" x 36" alupanel sign installed beside door. Includes new chrome stand-offs and high performance vinyl as per layout. Installation is included.	165.00	165.00
1.00		Door lettering as per layout. Includes logo, white text and installation. <i>already done</i>	85.00	85.00
1.00		Faces for lit street sign. Includes removal of existing graphics, application of new logo and graphics as per layout and re-installation.	695.00	695.00

85.00
7.3

255.00
595.00

620.500

1,013.99
- 85.00

\$ 928.99
- 6.20 tx

\$ 922.79 T.

Subtotal 945.00
 Sales Tax 68.99
Total 1,013.99
Total - \$928.99



*Incl bid for
comparison
will not use*

Proposal #792

04/28/2010

Prepared for:
Phase 1 Fitness
Joe Gorenc

Prepared by:
Jayhawk Signs & Graphics, LLC
Salesperson: Martin Dickinson
701 N. Grand
Pittsburg, KS 66762
Phone: 620-235-1789 Fax: 620-235-1780

Phone: 620-232-9035 Fax:

Description:
Signs

This estimate is based on our evaluation of the project and does not include any additional materials or labor if changes or unforeseen problems should arise after the project has started. If project includes underground work and rock is encountered additional charges will be incurred.

Permit fees and sales taxes, if applicable, will be added to invoice.

Quantity	Description	Each	Amount	Tax
1	To supply and install new faces with graphics per customers specifications in existing pylon sign cabinet and remove and dispose of existing faces. Faces to be clear plastic with graphics on second surface.	\$1,490.00	\$1,490.00	Yes
1	Shaped alumacorr wall sign with graphics per customers specifications. Same size as existing sign.	\$225.00	\$225.00	Yes
1	To remove existing door graphics and supply and install new door graphics per customers specifications.	\$95.00	\$95.00	Yes
TOTALS			Subtotal:	\$1,810.00
			Sales Tax:	\$132.13
			Total:	\$1,942.13

Terms:

This estimate good for 10 days. 50% deposit due on signing, 50% due on completion.

By my signature below, I authorize work to begin and agree to pay above amount in full according to the terms on this agreement.

SIGNED: _____ DATE: _____ AMT. PAID TODAY: _____







DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: TODD KENNEMER
Assistant Director of Public Works

DATE: June 2, 2010

SUBJECT: Agenda Item – June 8, 2010
Recommendation of the Planning and Zoning Commission
Request for a Conditional Use Under the Provisions of Article 30 of the
Pittsburg Zoning Ordinance to Allow a Church to be Located at 307 N.
Broadway

The Planning and Zoning Commission, in its meeting of May 24, 2010, considered a request submitted by Hilario Andrade/Patterson Holdings for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a church to be located at 307 N. Broadway. This request was scheduled for the April 26th meeting; however, the applicant did not appear at the meeting so it was tabled until the May 24th meeting. The applicant again did not appear at the May 24th meeting so the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **DISAPPROVAL** of this request.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 8, 2010. Action necessary will be to approve or deny the recommendation of the Planning and Zoning Commission.

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

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

INTEROFFICE MEMORANDUM

To: City Commissioners
From: John D. VanGorden
Interim City Manager
Date: June 2nd, 2010
Subject: Proposed Revised Sales Tax Election Question

Staff is requesting the following revised wording be considered for the August 3rd, 2010, Sales Tax Election Question:

Shall a retailers' sales tax in an additional amount of one quarter of one percent (.25%) be levied in the City of Pittsburg, Kansas, for a time period not to exceed ten (10) years from the date such additional sales tax is first collected beginning January 1, 2011, with the proceeds therefrom used to pay for the following projects:

- A. Maintenance and repair of City streets;
- B. Connect the sidewalk between 20th Street and 21st Street on Rouse;
- C. Connect the sidewalk between Water Street and Highland Street on 4th Street;
- D. Construct a sidewalk between Broadway and Joplin Street on Centennial;
- E. Construct a sidewalk from Kelly Drive to 4th Street on Rouse; and
- F. Construct a sidewalk between Helm Street and Centennial on Broadway?

Following consideration, approve or disapprove proposed revised wording.



DEPARTMENT OF PUBLIC UTILITIES

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: JOHN H. BAILEY, P.E., PhD
Director of Public Utilities

DATE: June 2, 2010

SUBJECT: Agenda Item – June 8, 2010
Change Order No. 1
Pittsburg Public Utilities Building
KWPCRF Project No. C20 1818 01A

Attached you will find Change Order No. 1 for the above-referenced project. This change order reflects an increase of \$13,385 making a new contract construction amount of \$647,885. This change order is for an additional restroom in lieu of a uni-sex restroom. The restroom has been designed within the footprint of the original design and results in reducing the size of the locker room. This change was requested by City staff after final approval of the plans. If this change order is approved, this expenditure will become part of the revolving loan funds secured through KDHE.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 8, 2010. Action necessary will be approval or disapproval of the change order and, if approved, authorize the Mayor to sign the change order on behalf of the City.

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

Attachment: Change Order No. 1

cc: Tammy Nagel, City Clerk
Vince Haines, PKHLS
Project File
Memo File

CHANGE ORDER

Owner
 Architect
 Contractor
 Field
 Other

PROJECT:	Pittsburg Public Utilities Building 12th and Walnut Pittsburg, Kansas	CHANGE ORDER NUMBER:	One (1)
		DATE:	June 3, 2010
CONTRACTOR	General Services Xorp 524 Commercial Street Oswego, KS 67536	ARCHITECTS PROJECT NO.:	09-986
		CONTRACT DATE:	February 9, 2010
		CONTRACT FOR:	General Construction

You are directed to make the following changes in this Contract:

1	Provide general construction, HVAC, Plumbing, and electrical as necessary to install additional two fixture restroom. Price and scope of work as indicated on attached Floor Plan and accompanying cost quote email documents	\$	13,385.00
---	---	----	-----------

Total	\$ 13,385.00
--------------	---------------------

The Original Contract Sum	\$ 634,500.00
Net change by previous Change Orders:	\$ -
The Contract Sum prior to this Change Order:	\$ 634,500.00
The Contract sum will be (increased) by this Change Order:	\$ 13,385.00
NEW Contract Sum including this Change Order:	\$ 647,885.00

Contract Time will be **increased** by Ten (10) days
 Date of Completion as changed within this Change Order is: October 26, 2010

ARCHITECT
 PKHLS Architecture, P.A.

OWNER
 City of Pittsburg

CONTRACTOR
 General Services Corp

ADDRESS
 101 S Star
 El Dorado, Kansas 67042

ADDRESS
 201 W 4th
 Pittsburg, KS 66762

ADDRESS
 524 Commercial
 Oswego, KS 67356

BY 
 DATE 06-03-10

BY _____
 DATE _____

BY 
 DATE 6/3/10

From: "Jordan Irwin" <genservcorp@wavewls.com>
Subject: **City of Pittsburgh**
Date: May 27, 2010 9:34:08 AM CDT
To: "Vince Haines" <haines@pkhls-architecture.com>

Price to add the women's restroom and make the miscellaneous Mechanical and Electrical changes is \$13,385.00. Breakdown as follows:

GSC restroom labor and materials -	\$ 4,003.00
Plumbing changes -	\$ 5,837.00
HVAC -	\$ 385.00
Electrical -	<u>\$ 837.00</u>
Subtotal -	\$11,062.00
10% Overhead -	<u>\$ 1,106.20</u>
Subtotal -	\$12,168.20
10% Profit	<u>\$ 1,216.82</u>
Total -	\$13,385.00

We would request an additional 10 days contract time for this work. Please advise.

Thanks,

Jordan Irwin
General Service Corp.

PUBLIC UTILITIES BUILDING

CITY OF PITTSBURG

12th and Walnut

Pittsburg, Kansas

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101 S. Star
 El Dorado, KS
 67042
 t 316.321.4774
 f 316.321.7991

110 E. Fourth
 Newton, KS
 67114
 t 316.283.9280
 f 316.283.9282

Defying gravity since 1952!

PUBLIC UTILITIES BUILDING
 CITY OF PITTSBURG
 12th and Walnut
 Pittsburg, Kansas

INDEX OF SHEETS

A1.1	FLOOR PLAN & SCHEDULES
A2.1	EXTERIOR & INTERIOR ELEVATIONS
A3.1	BUILDING SECTIONS
A3.2	WALL SECTIONS
A3.3	WALL SECTIONS
S0.1	STRUCTURAL NOTES
S0.2	STRUCTURAL NOTES
S1.1	FOUNDATION & FRAMING PLAN
S2.1	FOUNDATION DETAILS
S2.2	FOUNDATION DETAILS
S3.1	FRAMING DETAILS
M1	PLUMBING PLAN
M2	HVAC PLAN
M3	PLUMBING & HVAC DETAILS
M4	PLUMBING & HVAC SCHEDULES
E1.1	ELECTRICAL SCHEDULES
E2.1	POWER PLAN
E3.1	LIGHTING PLAN

CODE ANALYSIS

APPLICABLE CODES
 2003 INTERNATIONAL BUILDING CODE
 2003 INTERNATIONAL MECHANICAL CODE
 2003 UNIFORM PLUMBING CODE
 2002 NATIONAL ELECTRICAL CODE
 1997 INTERNATIONAL FIRE CODE
 AMERICANS WITH DISABILITY ACT (ADA)

OCCUPANCY GROUP: S-2 LOW HAZARD STORAGE
 B OFFICE
 Nonseparated Use IBC 302.3.1

TYPE OF CONSTRUCTION: II-B NON-COMBUSTIBLE

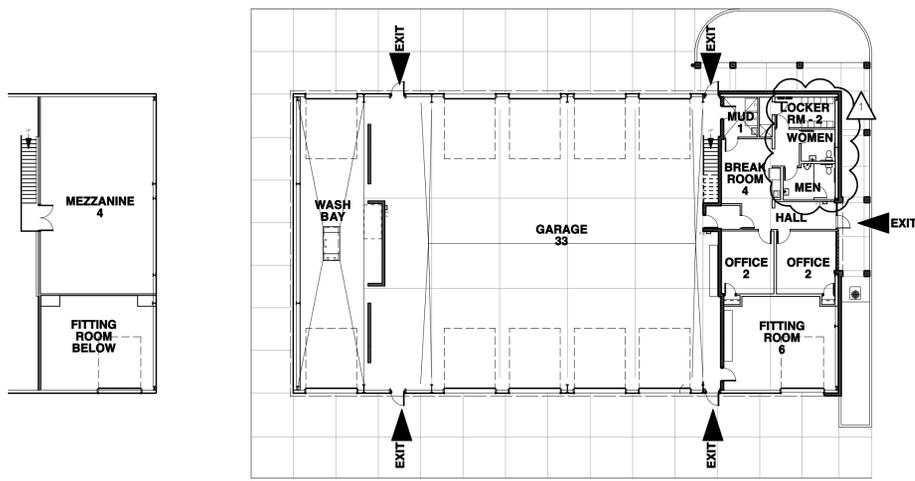
DESIGN LOADS

LIVE
 ROOF 20 PSF
 MEZZANINE 100 PSF
 GROUND SNOW LOAD 20 PSF
 SNOW EXPOSURE 1.0
 SNOW IMPORTANCE FACTOR 1.0
 THERMAL FACTOR 1.0

LATERAL LOADS
 BASIC WIND SPEED 90 MPH
 WIND EXPOSURE C
 WIND IMPORTANCE FACTOR 1.0

SEISMIC
 SEISMIC IMPORTANCE FACTOR 1.0
 OCCUPANCY CATEGORY II
 SEISMIC DESIGN CATEGORY B
 SITE CLASS D

ACTUAL SQUARE FOOTAGE 9,933 SF
ALLOWABLE SQUARE FOOTAGE 23,000 SF (Table 503 Occ Grp B)
AREA MODIFICATIONS NONE
BUILDING HEIGHT 23'-4"
NUMBER OF STORIES ONE
OCCUPANT LOAD 54 OCCUPANTS
ACTIVE FIRE SYSTEM NONE



MEZZANINE
FLOOR PLAN

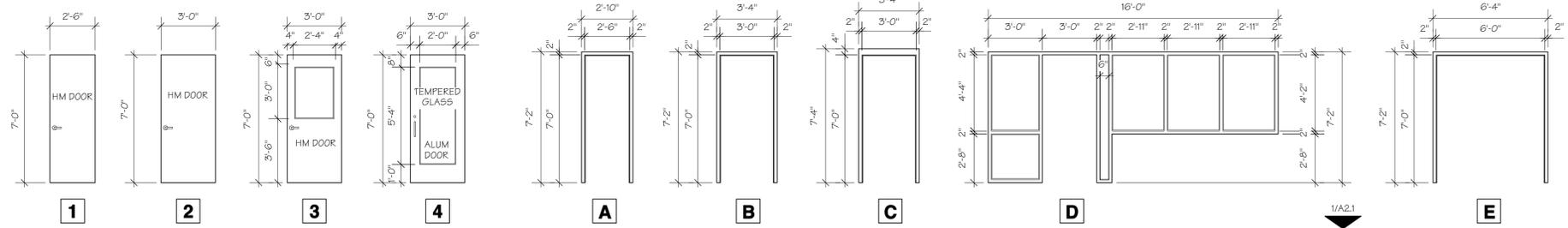
1 CODE ANALYSIS FLOOR PLAN
 Scale: 1" = 20 ft

ROOM FINISH SCHEDULE

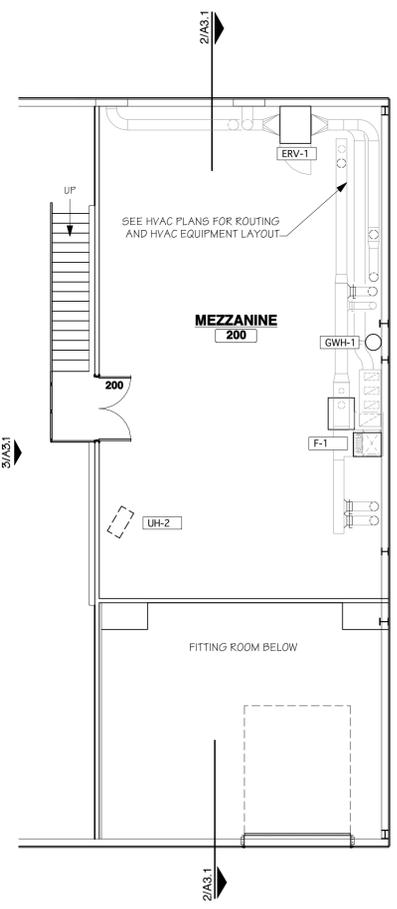
RM NO.	ROOM NAME	FLOOR		BASE		WALLS						CEILING			REMARKS		
		MAT	FIN	MAT	FIN	N. MAT	N. FIN	E. MAT	E. FIN	S. MAT	S. FIN	W. MAT	W. FIN	MAT		FIN	HT
100	ENTRY	CONC	YCT	GB	VB	-	-	GB	PT	GB	PT	GB	PT	GB	PT	8'-10"	
101	OFFICE	CONC	CPT	GB	VB	GB	PT	GB	PT	GB	PT	GB	PT	GB	PT	8'-10"	
101A	CLOSET	CONC	CPT	GB	VB	GB	PT	GB	PT	GB	PT	GB	PT	GB	PT	8'-10"	
102	OFFICE	CONC	CPT	GB	VB	GB	PT	GB	PT	CMU	PT	GB	PT	GB	PT	8'-10"	
102A	CLOSET	CONC	CPT	GB	VB	GB	PT	GB	PT	GB	PT	GB	PT	GB	PT	8'-10"	
103	BREAK	CONC	YCT	GB	VB	GB	PT	GB	PT	CMU	PT	GB	PT	GB	PT	8'-10"	
104	MEN	CONC	YCT	GB	VB	GB	PT	GB	PT	GB	PT	GB	PT	GB	PT	8'-10"	
104A	WOMEN	CONC	YCT	GB	VB	GB	PT	GB	PT	GB	PT	GB	PT	GB	PT	8'-10"	
105	LOCKER RM	CONC	YCT	GB	VB	GB	PT	GB	PT	GB	PT	GB	PT	GB	PT	8'-10"	
106	MUD RM	CONC	YCT	GB	VB	GB	PT	GB	PT	GB	PT	GB	PT	GB	PT	8'-10"	
107	VESTIBULE	CONC	SEAL	GB	VB	GB	PT	GB	PT	CMU	PT	GB	PT	GB	PT	8'-10"	
108	FITTINGS	CONC	SEAL	CMU	-	CMU	PT	-	-	CMU	PT	GB	PT	-	-	-	NO CEILING
109	GARAGE	CONC	SEAL	CMU	-	CMU	PT	-	-	CMU	PT	-	-	-	-	-	EXPOSED INSULATION ABOVE CMU
110	WASH BAY	CONC	SEAL	CMU	-	CMU	PT	-	-	CMU	PT	-	-	-	-	-	EXPOSED INSULATION ABOVE CMU
200	MEZZANINE	WD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	VARIES

DOOR SCHEDULE

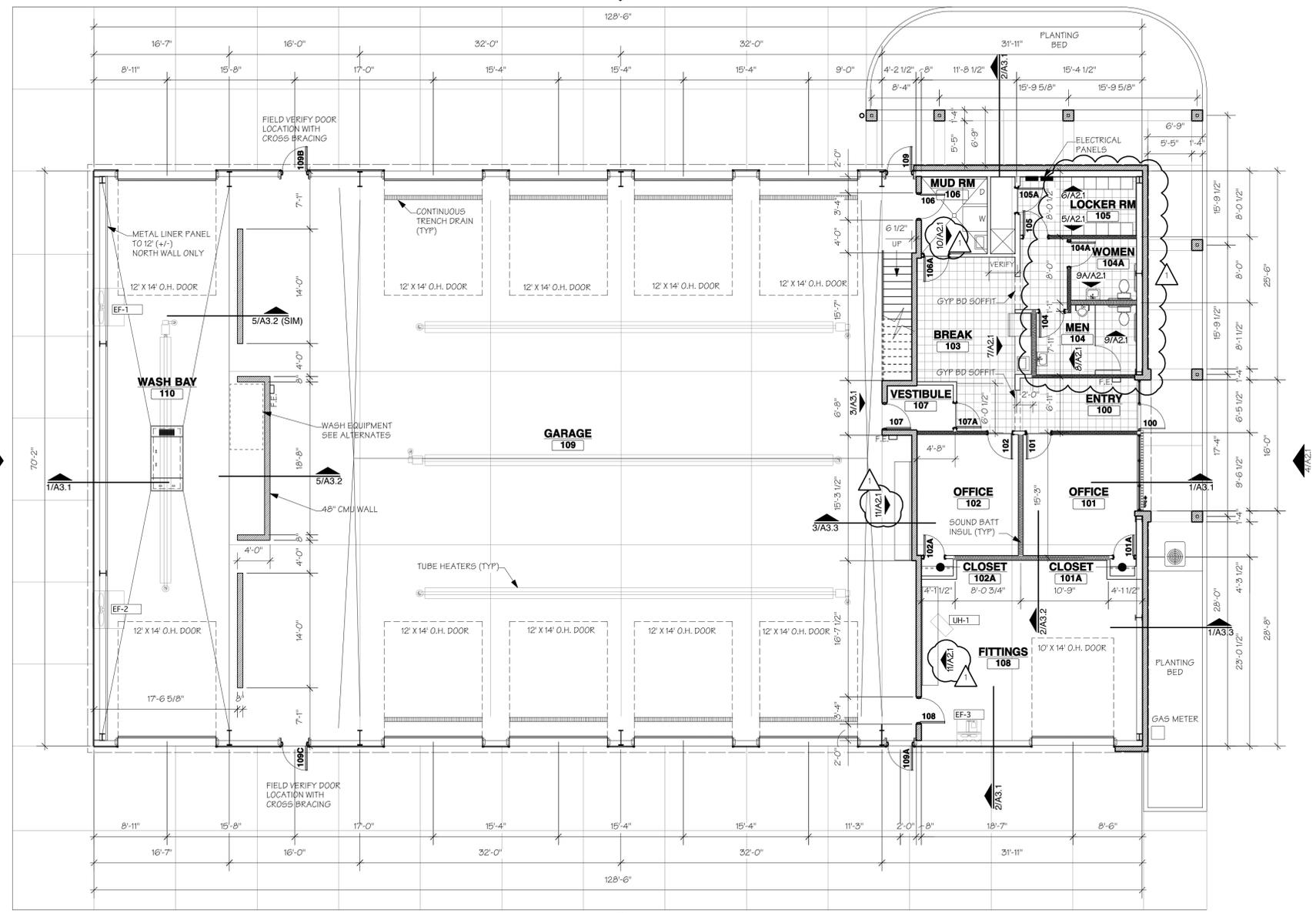
MARK	DOORS						FRAME				HDW	LABEL	REMARKS	
	TYPE	MAT	WIDTH	HEIGHT	THKNS	GLASS	TYPE	MAT	JAMB	HEAD				THRT
100	4	ALUM	3'-0"	7'-0"	1 3/4"	TEMP	D	ALUM	17/A2.1	23/A2.1	-	1	-	NATURAL ANODIZED FINISH
101	3	HM	3'-0"	7'-0"	1 3/4"	TEMP	B	HM	13/A2.1	19/A2.1	4 7/8"	2	-	
101A	1	HM	2'-6"	7'-0"	1 1/4"	-	A	HM	13/A2.1	19/A2.1	4 7/8"	3	-	
102	3	HM	3'-0"	7'-0"	1 3/4"	TEMP	B	HM	13/A2.1	19/A2.1	4 7/8"	2	-	
102A	1	HM	2'-6"	7'-0"	1 1/4"	-	A	HM	13/A2.1	19/A2.1	4 7/8"	3	-	
104	2	HM	3'-0"	7'-0"	1 3/4"	-	B	HM	13/A2.1	19/A2.1	4 7/8"	4	-	
104A	2	HM	2'-0"	7'-0"	1 3/4"	-	B	HM	13/A2.1	19/A2.1	4 7/8"	4	-	
105	2	HM	3'-0"	7'-0"	1 3/4"	-	B	HM	13/A2.1	19/A2.1	4 7/8"	4	-	
105A	2	HM	3'-0"	7'-0"	1 3/4"	-	B	HM	13/A2.1	19/A2.1	4 7/8"	4	-	
106	2	HM	3'-0"	7'-0"	1 3/4"	-	C	HM	15/A2.1	21/A2.1	4 7/8"	5	-	
106A	2	HM	3'-0"	7'-0"	1 3/4"	-	B	HM	13/A2.1	19/A2.1	4 7/8"	5	-	
107	3	HM	3'-0"	7'-0"	1 3/4"	TEMP	C	HM	15/A2.1	21/A2.1	4 7/8"	4	-	
107A	3	HM	3'-0"	7'-0"	1 3/4"	TEMP	B	HM	13/A2.1	19/A2.1	4 7/8"	4	-	
108	3	HM	3'-0"	7'-0"	1 3/4"	TEMP	C	HM	15/A2.1	21/A2.1	4 7/8"	4	-	
109	3	HM	3'-0"	7'-0"	1 3/4"	TEMP	B	HM	14/A2.1	20/A2.1	4 7/8"	6	-	
109A	3	HM	3'-0"	7'-0"	1 3/4"	TEMP	B	HM	14/A2.1	20/A2.1	4 7/8"	6	-	
109B	2	HM	3'-0"	7'-0"	1 3/4"	-	B	HM	14/A2.1	20/A2.1	4 7/8"	-	-	
109C	2	HM	3'-0"	7'-0"	1 3/4"	-	B	HM	14/A2.1	20/A2.1	4 7/8"	-	-	
200	2	HM	FR 3'-0"	7'-0"	1 3/4"	-	E	HM	13/A2.1	19/A2.1	4 7/8"	7	-	



1 DOOR AND FRAME TYPES
Scale: 1/4" = 1'-0"



MEZZANINE PLAN
Scale: 1/8" = 1'-0"



FLOOR PLAN
Scale: 1/8" = 1'-0"

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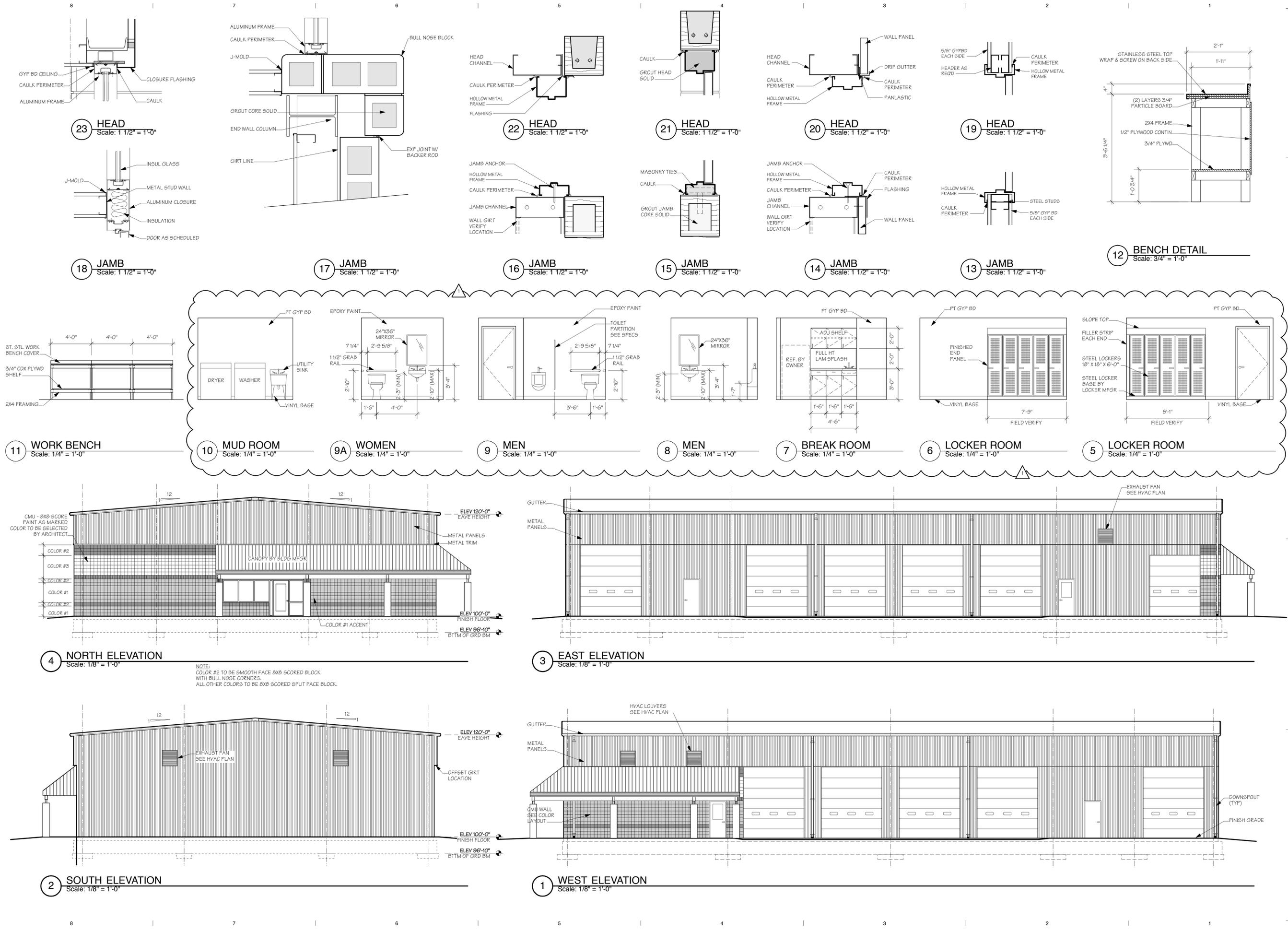
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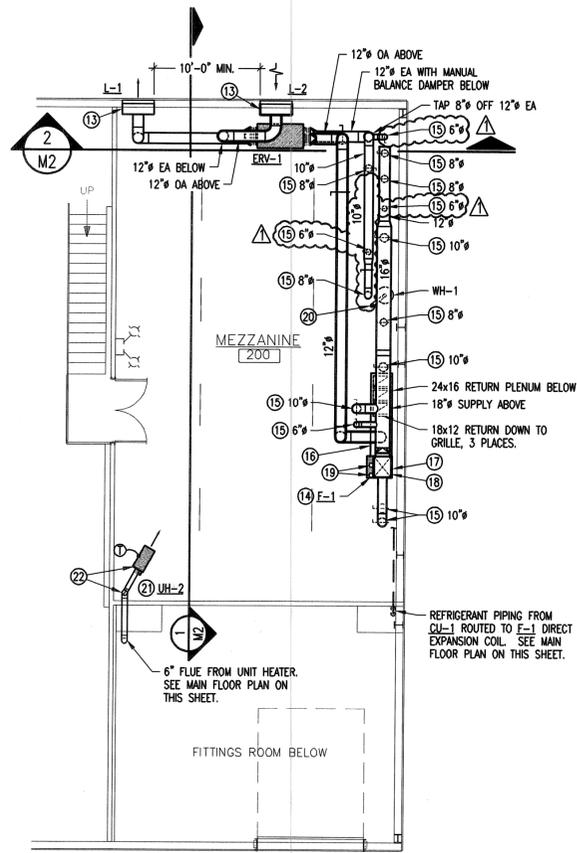
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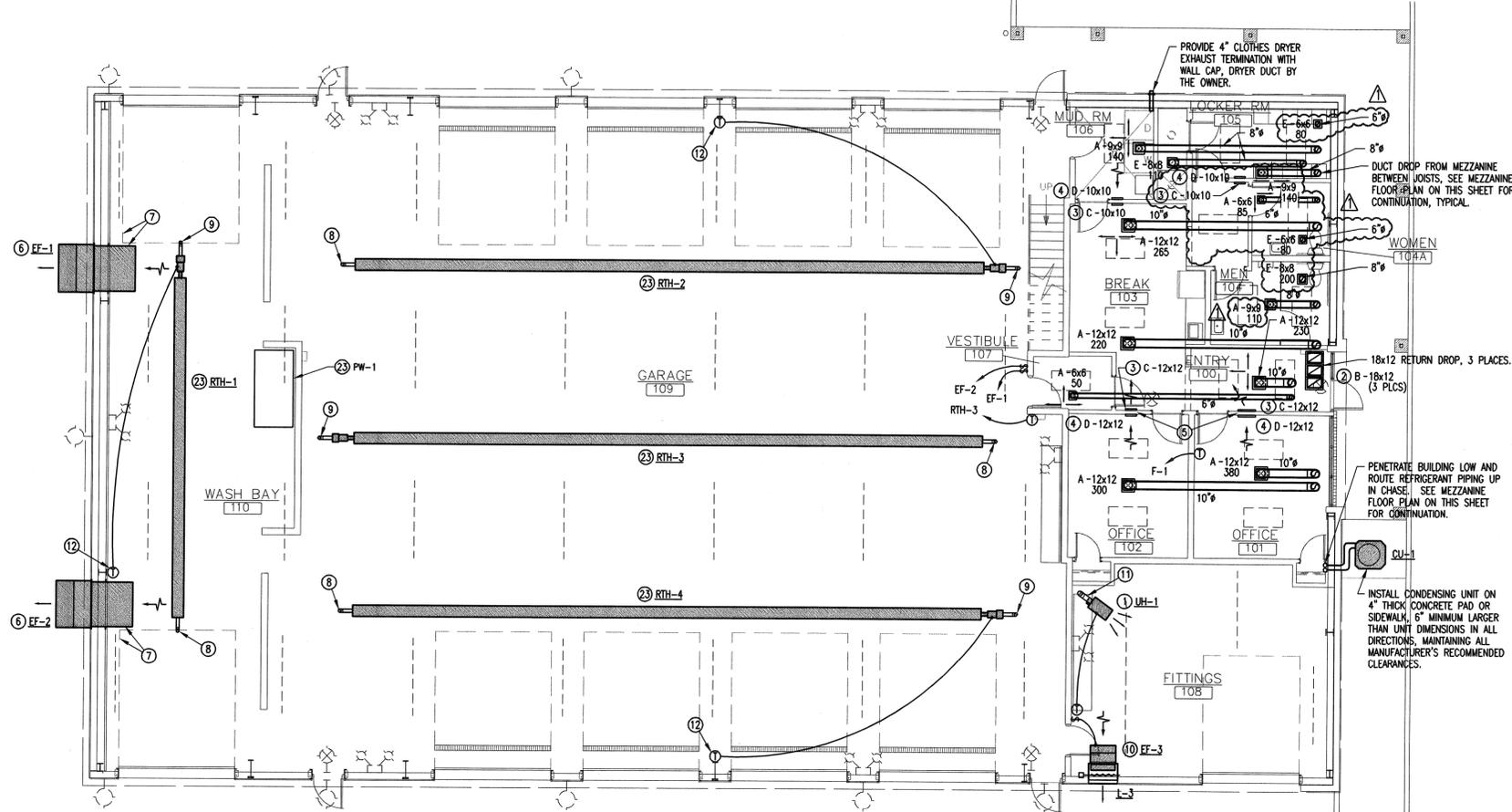
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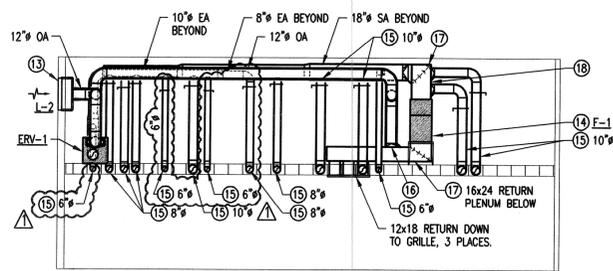




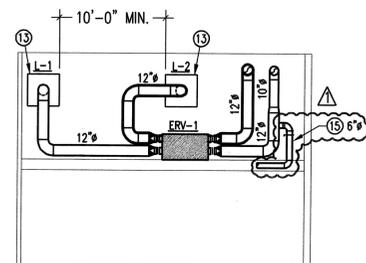
HVAC MEZZANINE FLOOR PLAN
SCALE: 1/8"=1'-0"



HVAC MAIN FLOOR PLAN
SCALE: 1/8"=1'-0"



SECTION 1
SCALE: 1/8"=1'-0"



SECTION 2
SCALE: 1/8"=1'-0"

GENERAL NOTES:

- POINT BLADES OF TRANSFER GRILLES INSTALLED LOW ON WALL TOWARDS FLOOR, AND TOWARDS CEILING FOR GRILLES INSTALLED HIGH ON WALL.
- INSTALL ALL LOUVERS AND EXHAUST FAN WEATHER HOODS WITH BOTTOMS AT APPROXIMATELY THE SAME ELEVATION. REFER TO ARCHITECTURAL ELEVATIONS.

PLAN NOTES:

- INSTALL UNIT HEATER WITH BOTTOM AT ELEVATION 110'-0", MAINTAINING ALL MANUFACTURER'S REQUIRED CLEARANCES.
- POINT BLADES TOWARDS WINDOW.
- INSTALL BOTTOM OF GRILLE 6" ABOVE FINISHED FLOOR.
- INSTALL TOP OF GRILLE 9" BELOW CEILING.
- VERIFY FREE AIR PATH EXISTS THROUGH STUD CAVITY BETWEEN GRILLES. FIELD COORDINATE EXACT LOCATION OF GRILLES WITH WALL FRAMING INSTALLED.
- INSTALL CENTER OF EXHAUST FAN AT ELEVATION 117'-0", COORDINATE EXACT LOCATION WITH THE ARCHITECT AND THE GENERAL CONTRACTOR. SEE DETAIL 2/M3.
- COORDINATE EXACT LOCATION OF EXHAUST FAN WITH OVERHEAD DOOR TRACK.
- ROUTE 4" TYPE 'B' DUAL-WALL FLUE FROM RADIANT TUBE HEATER THROUGH ROOF TO MANUFACTURER APPROVED VENT CAP TERMINATION. INSTALL ALL COMPONENTS PER MANUFACTURER'S INSTRUCTIONS. SEE DETAIL 10/M3.
- ROUTE 4" SINGLE-WALL, EXTERNALLY INSULATED COMBUSTION AIR PIPE THROUGH ROOF FROM MANUFACTURER APPROVED VENT CAP TERMINATION TO RADIANT TUBE HEATER. INSTALL ALL COMPONENTS PER MANUFACTURER'S INSTRUCTIONS. SEE DETAIL 10/M3.
- SEE EXHAUST FAN DETAIL 6/M3.
- TRANSITION FROM UNIT HEATER FLUE OUTLET SIZE AND ROUTE 6" TYPE 'B' DUAL-WALL FLUE UP. SEE MEZZANINE FLOOR PLAN ON THIS SHEET FOR CONTINUATION.
- INSTALL THERMOSTAT ON INSULATED SUB-BASE.
- PROVIDE 36"x36"x12" DEEP PLENUM BEHIND LOUVER AND CONNECT 12" TO BACK OF PLENUM.
- INSTALL FURNACE ON STAND FABRICATED FROM WELDED STEEL ANGLE IRON.
- BRANCH DUCT WITH MANUAL BALANCE DAMPER, SIZE AS INDICATED, DOWN THROUGH FLOOR AND ROUTED BETWEEN JOISTS TO AIR DEVICE. SEE MAIN FLOOR PLAN ON THIS SHEET FOR CONTINUATION.
- CONNECT OUTDOOR AIR DUCT FROM ENERGY RECOVERY VENTILATOR TO FURNACE RETURN PLENUM.
- PROVIDE TURNING VANES AT ELBOW INTO FURNACE.
- PROVIDE SUPPLY PLENUM SAME SIZE AS UNIT OUTLET.
- ROUTE 3" PVC FLUE AND COMBUSTION AIR PIPING UP TO CONCENTRIC VENT KIT PROVIDED BY FURNACE MANUFACTURER. SEE DETAIL 11/M3.
- ROUTE 4" TYPE 'B' DUAL-WALL FLUE FROM WATER HEATER THROUGH ROOF TO MANUFACTURER APPROVED VENT CAP TERMINATION. SEE DETAIL 13/M3.
- INSTALL UNIT HEATER AS HIGH AS POSSIBLE, MAINTAINING ALL MANUFACTURER'S REQUIRED CLEARANCES.
- ROUTE 5" TYPE 'B' DUAL-WALL FLUE FROM UNIT HEATER IN MEZZANINE AND COMBINE WITH 6" FROM UNIT HEATER IN FITTINGS. ROUTE 6" TYPE 'B' DUAL-WALL FLUE UP THROUGH ROOF TO MANUFACTURER APPROVED VENT CAP TERMINATION. SEE DETAIL 13/M3.
- ROUTE TYPE 'B' DUAL-WALL FLUE FROM PRESSURE WASHER UP THROUGH ROOF TO MANUFACTURER APPROVED VENT CAP TERMINATION, SIZE PER PRESSURE WASHER MANUFACTURER. SEE DETAIL 13/M3.
- INSTALL RADIANT TUBE HEATER WITH BOTTOM AT APPROXIMATELY 16'-0" ABOVE FINISHED FLOOR. COORDINATE EXACT LOCATION AND ELEVATION WITH OVERHEAD DOOR AND TRACK.

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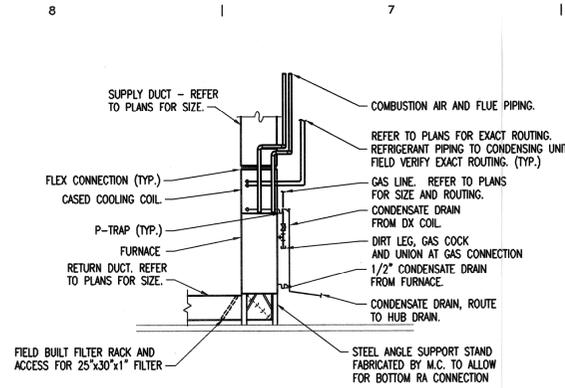
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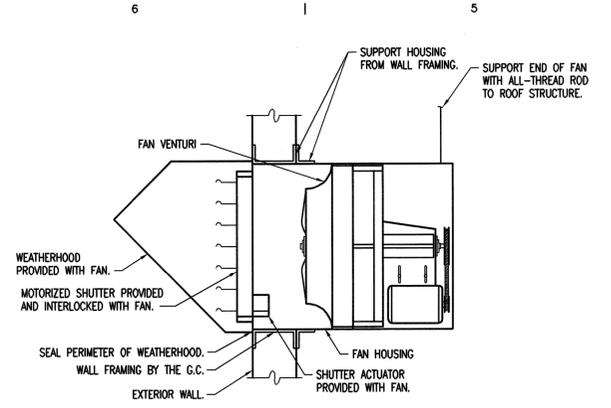
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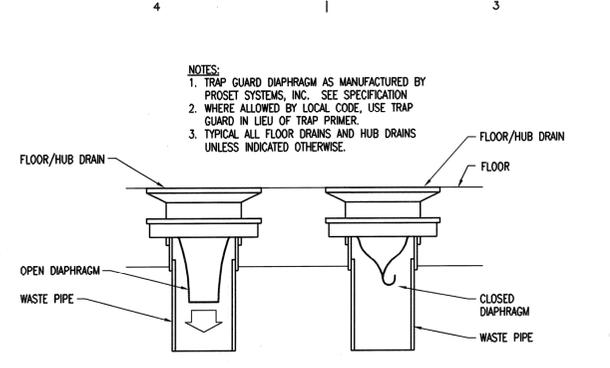
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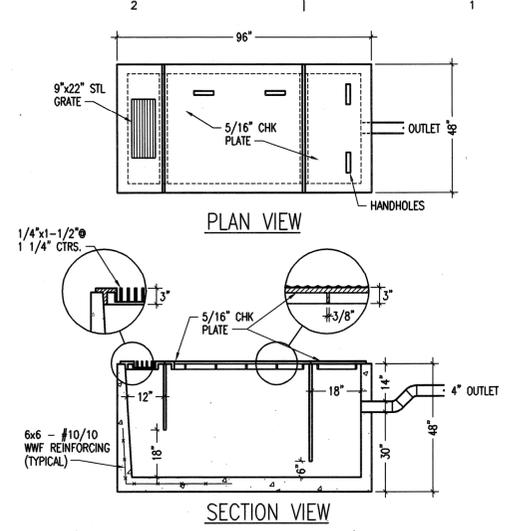
1 FURNACE DETAIL
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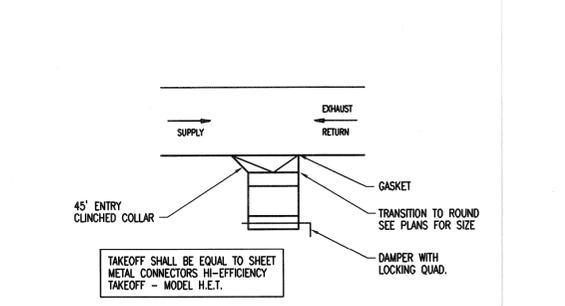
2 FAN DETAIL - EF-1 & 2
SCALE: NONE



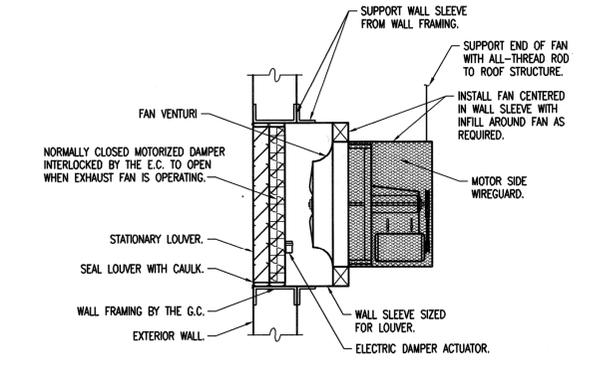
3 TRAP GUARD DETAIL
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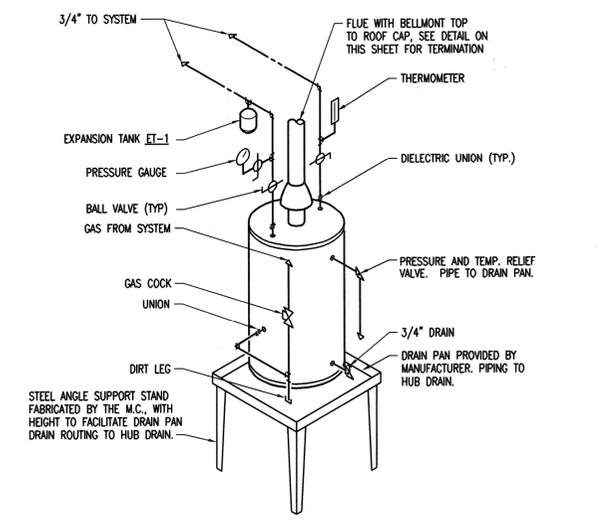
4 MUD & OIL INTERCEPTOR DETAIL
SCALE: 1/2" = 1'-0"



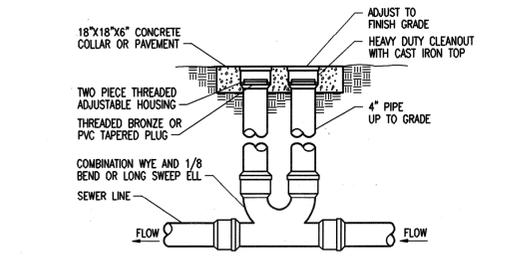
5 ROUND DUCT TAKE-OFF CONNECTION DETAIL
SCALE: NONE



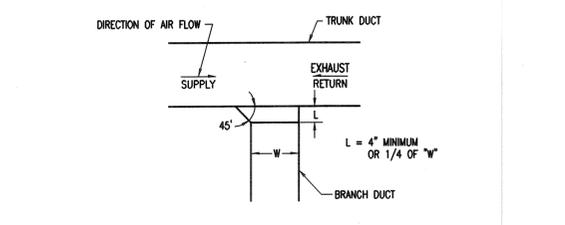
6 EXHAUST FAN DETAIL - EF-3
SCALE: NONE



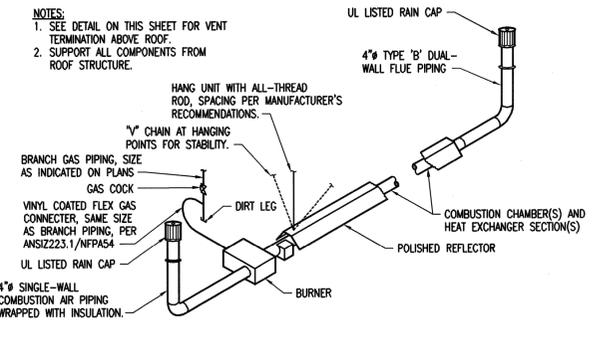
7 WATER HEATER DETAIL
SCALE: NONE



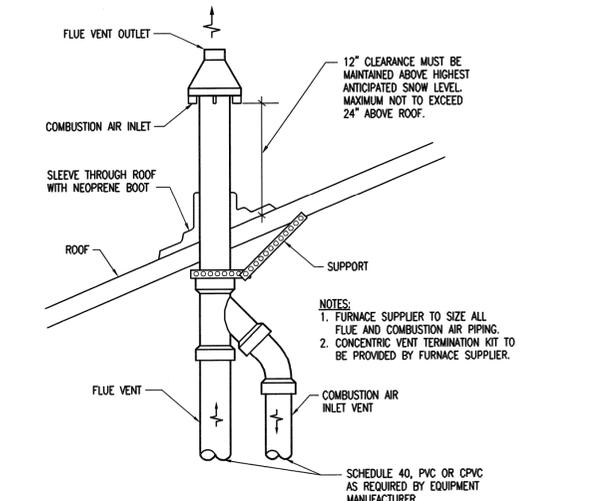
8 CLEANOUT DETAIL - TWO-WAY EXTERIOR
SCALE: NONE



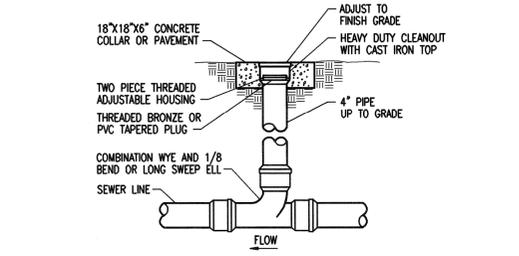
9 LOW VELOCITY BRANCH CONNECTION DETAIL
SCALE: NONE



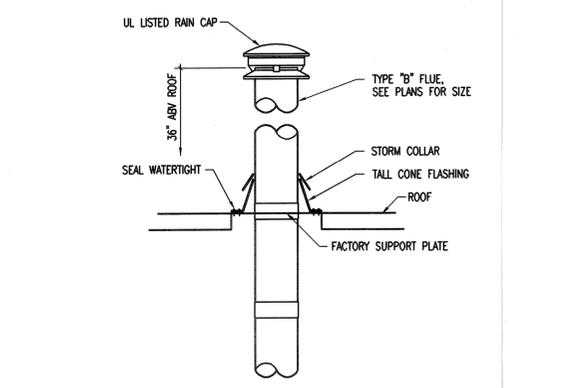
10 INFRARED HEATER PIPING DETAIL
SCALE: NONE



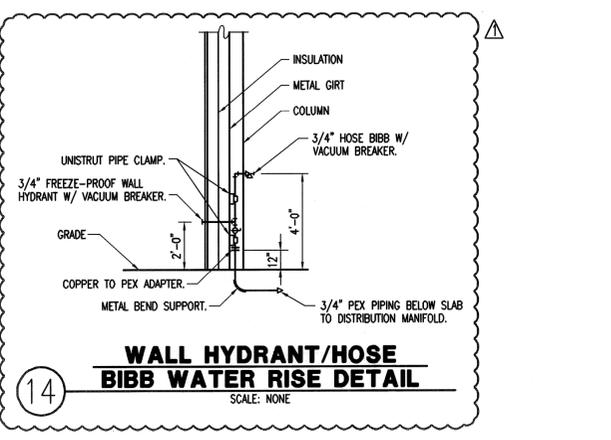
11 CONCENTRIC VENT DETAIL
SCALE: NONE



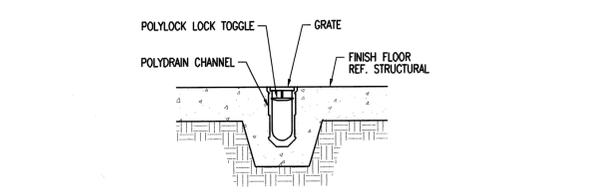
12 CLEANOUT DETAIL - EXTERIOR
SCALE: NONE



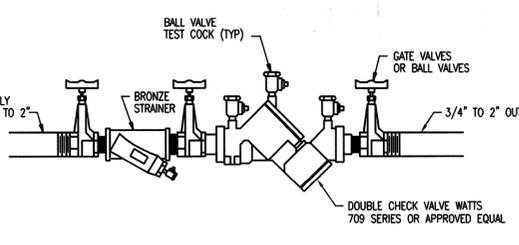
13 TYPE 'B' VENT DETAIL
SCALE: NONE



14 WALL HYDRANT/HOSE BIBB WATER RISE DETAIL
SCALE: NONE



15 TRENCH DRAIN DETAIL
NOT TO SCALE



16 DOUBLE CHECK VALVE BACKFLOW PREVENTOR DETAIL
SCALE: NONE

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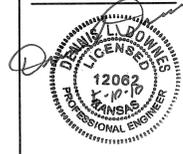
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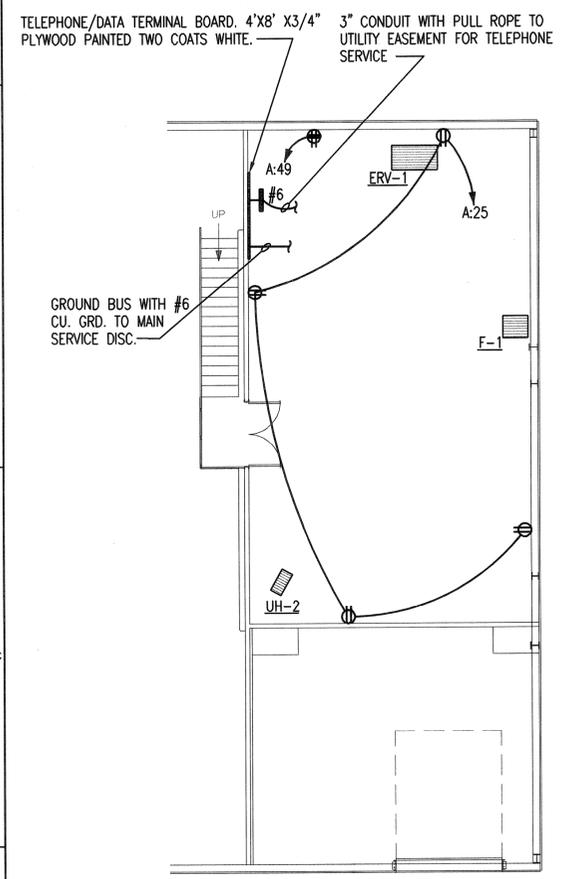
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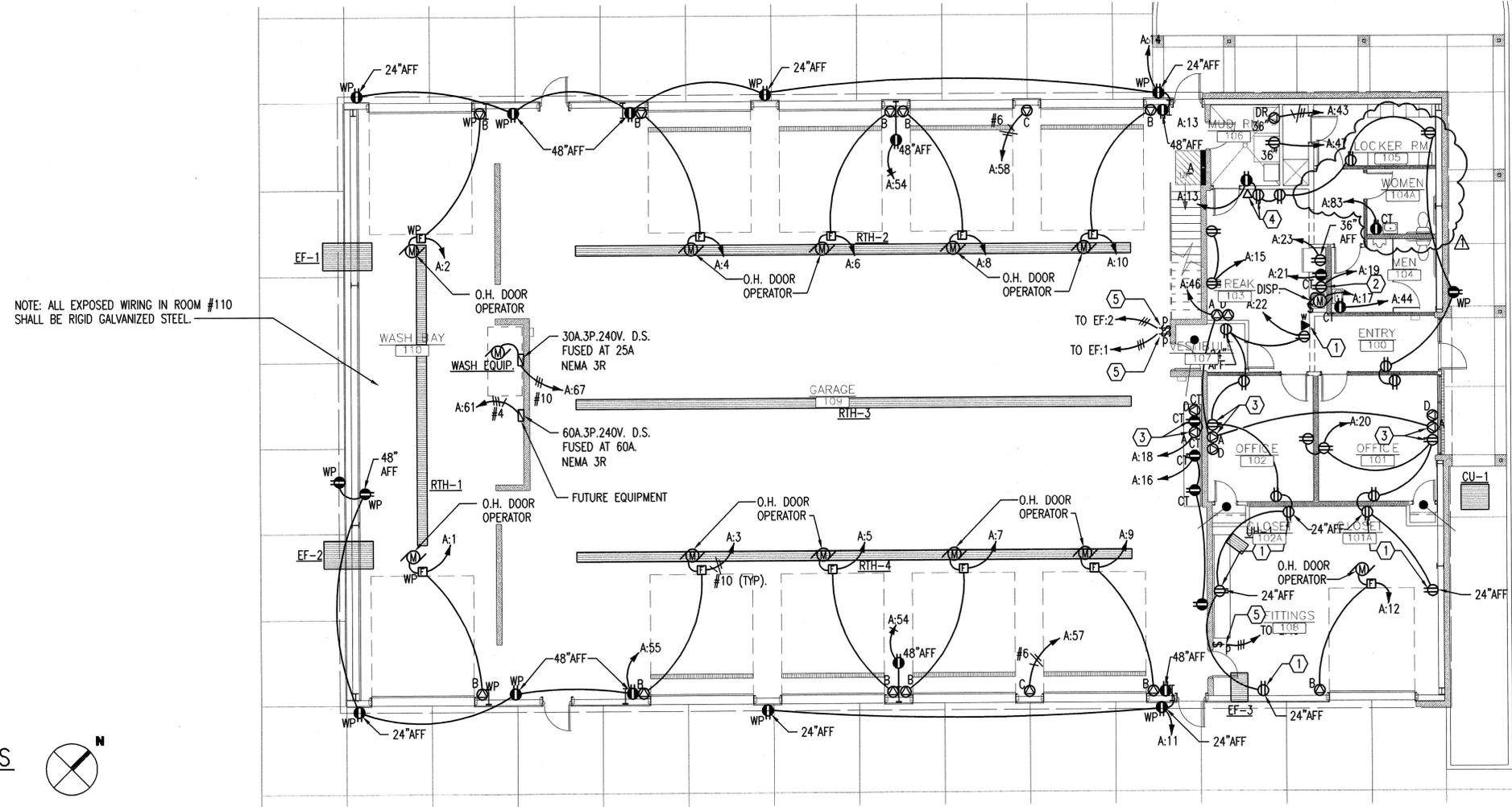
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E2.1



B MEZZANINE PLAN-POWER/SYSTEMS
 SCALE 1/8" = 1'-0"



A FLOOR PLAN-POWER/SYSTEMS
 SCALE 1/8" = 1'-0"

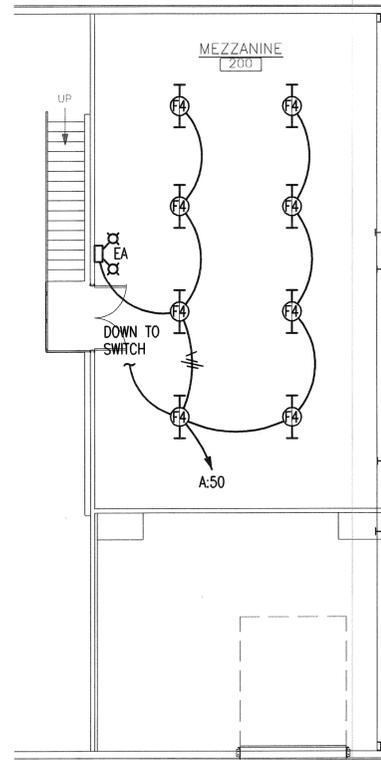
NOTE: ALL EXPOSED WIRING IN ROOM #110 SHALL BE RIGID GALVANIZED STEEL.

NOTE:
 ALL ELECTRICAL DEVICES IN ROOMS 106,107,108,109 AND 110 TO BE LOCATED MINIMUM 24" AFF (HAZARDOUS AREA TO 18" AFF). INSTALLATION IN THESE ROOMS TO BE PER N.E.C. ARTICLE 511.

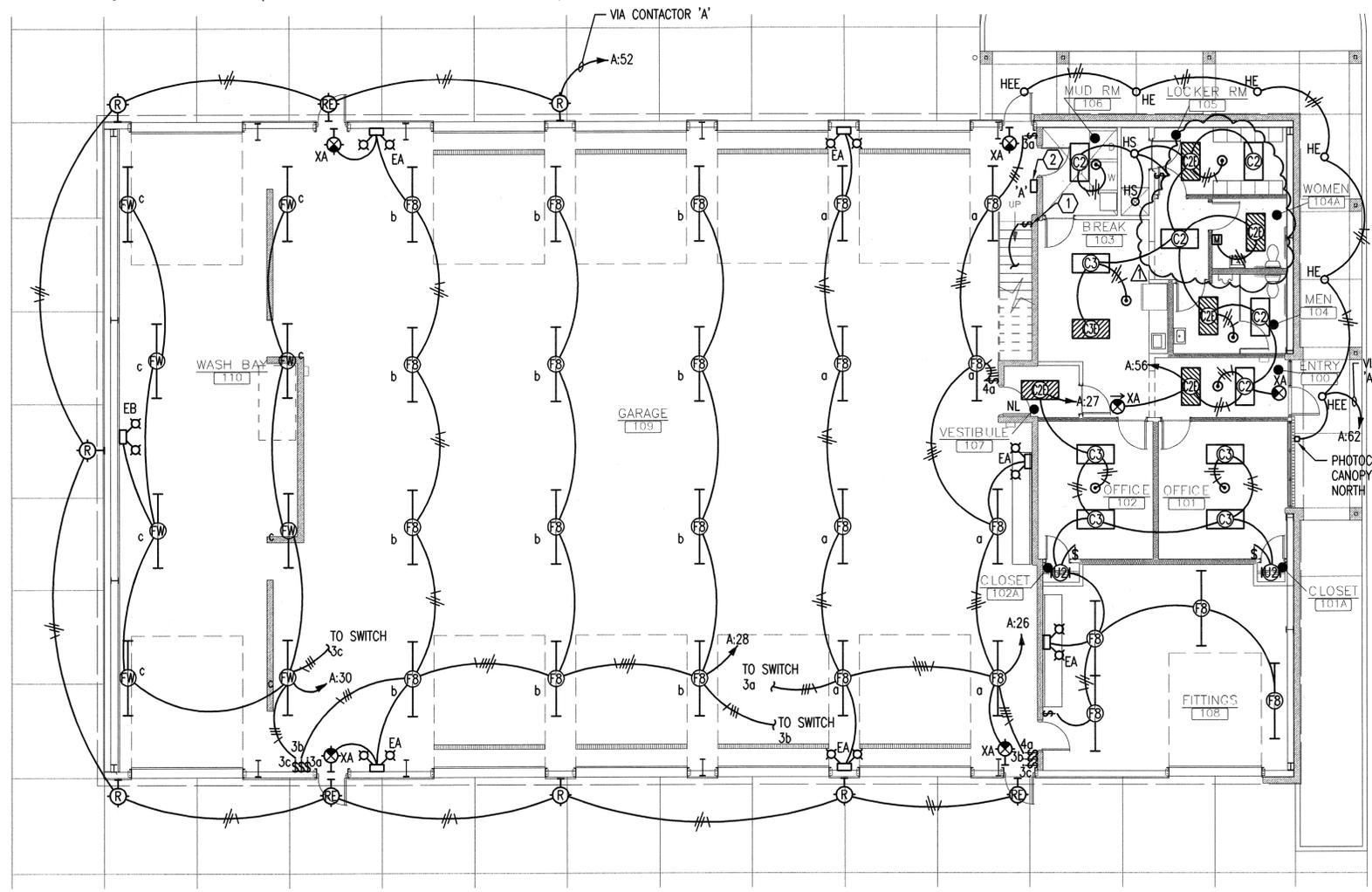
- PLAN NOTES:**
- BRANCH CIRCUITS ARE INDICATED AS ONE CIRCUIT HOME RUNS FOR CLARITY ONLY. CONTRACTOR MAY GROUP SINGLE POLE BRANCH CIRCUITS IN MULTIPLE CIRCUIT HOME RUNS. (3 CIRCUITS MAXIMUM). A GROUND CONDUCTOR SIZED PER N.E.C. ARTICLE 250 IS REQUIRED IN ALL CONDUITS.
 - FOR CONNECTION REQUIREMENTS TO MECHANICAL UNITS, SEE MECHANICAL EQUIPMENT CONNECTION SCHEDULE.
 - ALL PENETRATIONS IN THE RATED WALLS AND CEILINGS SHALL BE SEALED WITH A MATERIAL CAPABLE OF PREVENTING THE PASSAGE OF FLAMES AND HOT GASSES. THE SEALANT SHALL HAVE A T-RATING OF ONE HOUR.
 - ALL PIPING, CONDUIT, AND OUTLET BOXES (ELECTRIC, TELEPHONE, COMPUTER, ETC.) IN THE RATED WALLS OR CEILING SHALL BE CONSTRUCTED OF NON-COMBUSTIBLE MATERIAL.
 - OUTLET BOXES (ELECTRIC, TELEPHONE, COMPUTER, ETC.) SHALL BE LIMITED TO TWO OUTLET BOXES PER STUD SPACE. OUTLET BOXES ON OPPOSITE SIDES OF THE RATED WALLS SHALL BE SEPARATED BY A HORIZONTAL DISTANCE OF 24 INCHES.

- KEYED NOTES**
- VERIFY LOCATION WITH OWNER PRIOR TO ROUGH-IN.
 - IN UPPER CABINET FOR MICROWAVE SEE ARCHITECTURAL CABINET ELEVATIONS.
 - INSTALL DUPLEX GROUNDED RECEPTACLE AND DUPLEX SURGE SUPPRESSION RECEPTACLE IN 2-GANG OUTLET BOX WITH 2-GANG COVERPLATE.
 - 48" AFF FOR TIME ATTENDANCE CLOCK VERIFY LOCATION WITH OWNER PRIOR TO ROUGH-IN.
 - LABEL PILOT LIGHT SWITCH PLATES "EXH. FAN 'EF-1' AND EXH. FAN 'EF-2' RESPECTIVELY.

SPECIAL OUTLET SCHEDULE	
SYMBOL	DESCRIPTION
A	DUPLEX SURGE SUPPRESSION RECEPTACLE
B	PUSHBUTTON FURNISHED WITH OVERHEAD DOOR OPERATOR, 4'-0" AFF. VERIFY LOCATION WITH OWNER PRIOR TO ROUGH-IN.
C	OUTLET FOR OWNER FURNISHED EQUIPMENT, 50A, 2P, 3W, 250V, HUBBELL #9367, NEMA 6-50, 48" AFF. VERIFY OUTLET CONFIGURATION AND LOCATION WITH OWNER PRIOR TO ROUGH-IN.
D	COMBINATION TELE/DATA OUTLET. 4" SQUARE 2 1/8" DEEP OUTLET BOX WITH SINGLE GANG PLASTER RING AND (2) 1" C. TO TELEPHONE TERMINAL BOARD.
DR	DRYER OUTLET: NEMA 14-30R, 125/250V, 30A, 3P, 4W, GROUNDED RECEPTACLE WITH MATCHING STAINLESS STEEL COVERPLATE. VERIFY DRYER PLUG CONFIGURATION TO MATCH RECEPTACLE.



B MEZZANINE PLAN-LIGHTING
SCALE 1/8" = 1'-0"



A FLOOR PLAN-LIGHTING
SCALE 1/8" = 1'-0"



NOTE:
ALL ELECTRICAL DEVICES IN ROOMS 106,107,108,109 AND 110 TO BE LOCATED MINIMUM 24" AFF (HAZARDOUS AREA TO 18" AFF). INSTALLATION IN THESE ROOMS TO BE PER N.E.C. ARTICLE 511.

PLAN NOTES:

- BRANCH CIRCUITS ARE INDICATED AS ONE CIRCUIT HOME RUNS FOR CLARITY ONLY. CONTRACTOR MAY GROUP SINGLE POLE BRANCH CIRCUITS IN MULTIPLE CIRCUIT HOME RUNS. (3 CIRCUITS MAXIMUM). A GROUND CONDUCTOR SIZED PER N.E.C. ARTICLE 250 IS REQUIRED IN ALL CONDUITS.
- FOR CONNECTION REQUIREMENTS TO MECHANICAL UNITS, SEE MECHANICAL EQUIPMENT CONNECTION SCHEDULE.
- ALL PENETRATIONS IN THE RATED WALLS AND CEILINGS SHALL BE SEALED WITH A MATERIAL CAPABLE OF PREVENTING THE PASSAGE OF FLAMES AND HOT GASSES. THE SEALANT SHALL HAVE A T-RATING OF ONE HOUR.
- ALL PIPING, CONDUIT, AND OUTLET BOXES (ELECTRIC, TELEPHONE, COMPUTER, ETC.) IN THE RATED WALLS OR CEILING SHALL BE CONSTRUCTED OF NON-COMBUSTIBLE MATERIAL.
- OUTLET BOXES (ELECTRIC, TELEPHONE, COMPUTER, ETC.) SHALL BE LIMITED TO TWO OUTLET BOXES PER STUD SPACE. OUTLET BOXES ON OPPOSITE SIDES OF THE RATED WALLS SHALL BE SEPARATED BY A HORIZONTAL DISTANCE OF 24 INCHES.

KEYED NOTES

- LABEL SWITCHPLATE "MEZZANINE LIGHTS."
- CONTACTOR 'A' CONTROLLED BY PHOTOCELL.

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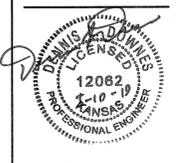
101 S. Star
El Dorado, KS
67042
t 316.321.4774
f 316.321.7991

110 E. Fourth
Newton, KS
67114
t 316.283.9280
f 316.283.9282

Professional
Engineering
Consultants, P.A.

303 S. TOPEKA • WICHITA, KANSAS 67202
316.262.2691 • FAX 316.262.3003
www.pec1.com

PUBLIC UTILITIES BUILDING
CITY OF PITTSBURG
12th and Walnut
Pittsburg, Kansas



ISSUE
MAY/11/2010

DATE
JANUARY 11, 2010
PROJECT NUMBER
09-986
SHEET

E3.1

Sheet 05-10-2010 5:10:02 PM by J.L. ...
ELECTRICAL LIGHTING PLANS



DEPARTMENT OF PUBLIC UTILITIES

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(620) 231-4170

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Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: JOHN H. BAILEY, P.E., PhD
Director of Public Utilities

DATE: June 2, 2010

SUBJECT: Agenda Item – June 8, 2010
Supplemental Agreement No. 2
Water Treatment Plant Improvements – Phase I

The City of Pittsburg and Professional Engineering Consultants, P.A. has an existing contract in place for the design of Phase I of the Water Treatment Plant Improvements. Supplemental Agreement No. 2 includes Construction Administration and Construction Inspection Services and Commissioning and Operations Services placing the Water Treatment Plant into operation. Construction Administration Services will be based on a standard hourly rate not to exceed \$150,000. Construction Testing Services will also be performed and will be based on a standard hourly rate with an estimated cost of \$65,805. Commissioning and Operations Services will be based on a standard hourly rate not to exceed \$46,000.

As you are aware, the City has engaged its own construction inspector thus realizing a substantial savings. These efforts are essential to maintain control of the construction process as well as to assure quality compliance. A majority of these services will be provided on an as needed basis as the project proceeds. Construction Administration will include monthly progress meetings as we progress throughout each phase of construction.

These expenditures will become part of the revolving loan funds secured through KDHE.

MEMO TO: JOHN D. VANGORDEN
JUNE 2, 2010
PAGE TWO

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 8, 2010. Action necessary will be approval or disapproval of the supplemental agreement and, if approved, authorize the City Manager and the City Clerk to execute the supplemental agreement on behalf of the City.

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

Attachment: Supplemental Agreement No. 2

cc: Tammy Nagel, City Clerk
Project File
Memo File

SUPPLEMENTAL AGREEMENT NO. 2

to the

AGREEMENT FOR ENGINEERING SERVICES DATED JANUARY 23, 2007

between

CITY OF PITTSBURG

Party of the First Part, hereinafter called the

"OWNER"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 S. TOPEKA

WICHITA, KANSAS 67202

Party of the Second Part, hereinafter called the

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties covering Engineering Services to be provided by the ENGINEER in conjunction with the Phase 1 of Water Treatment Facility Improvements, and

WHEREAS, the OWNER desires to update the Scope of Services to proceed with Construction Phase Services (Tasks 301 and 302) and Commissioning and Operations Services (Task 303) of the existing Agreement in conjunction with constructing the Water Treatment Facility Improvements, the combination thereof hereinafter called the "PROJECT", and

WHEREAS, ARTICLE III of the existing Agreement, Payment Provisions, Paragraph D, provide that the Scope of Services and Payment to the ENGINEER for furnishing Construction Administration Services and Construction Inspection Services for the PROJECT shall be established by Supplemental Agreement; and

WHEREAS, it is the desire of both parties that the ENGINEER provide Construction Administration Services, and Construction Testing Services, and commissioning and Operations Services for the PROJECT;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

A. CONSTRUCTION ADMINISTRATION

The Scope of Services for Construction Administration shall be as listed in the original Agreement, Exhibit A, Task 301 – Construction Administration.

B. CONSTRUCTION INSPECTION

The Scope of Services in Exhibit A, Task 302 shall be deleted and replaced with the following:

TASK 302 – CONSTRUCTION TESTING

Input:

1. Attendance at meetings when requested.
2. Sampling and testing of soils, concrete, asphalt materials, visual weld inspection, CWI.

Activities:

During the construction phase the ENGINEER shall provide construction testing services when authorized by the CITY. Through field checks of materials as requested by the PROJECT Representative, the ENGINEER will endeavor to support further protection for the CITY against defects and deficiencies in the work, but the furnishing of such construction testing shall not make the ENGINEER responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents. Engineering services for construction testing shall consist of the following items:

- a. Supervise testing and inspection; arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications; determine the suitability of materials on the site and brought to the site to be used in the construction.

NOTE: Allied Laboratories requires a minimum of 24 hours notice to schedule the services for the PROJECT.

C. COMMISSIONING AND OPERATIONS SERVICES

The Scope of Services for commissioning and operations shall be as listed in the original agreement, Exhibit A, Task 303 - Commissioning and Operations.

II. TIME OF SERVICES

- A. ENGINEER shall commence work on the PROJECT within 5 days following receipt of Authorization to Proceed from the OWNER.
- B. Completion of services shall conform to the Contractor's approved Construction Schedule.

III. THE OWNER AGREES

- A. To pay the ENGINEER in accordance with the provisions of Article IV of this Supplemental Agreement.
- B. That the ENGINEER shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction; that the ENGINEER shall not be responsible for the Contractor's

schedules or failure to carry out the Work in accordance with the Contract Documents; and that the ENGINEER shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

IV. PAYMENT PROVISIONS

A. CONSTRUCTION ADMINISTRATION SERVICES

Payment to the ENGINEER for services provided as outlined in Paragraph I.A. shall be performed at ENGINEER's Standard Hourly Rates, attached as Exhibit S-2-A not to exceed \$150,000, based on 600 calendar days of construction.

B. PAYMENT TO ENGINEER

Payment to the ENGINEER for services provided as outlined in Paragraphy I.B. shall be performed at ENGINEER'S Testing Standard Hourly Rates, attached as Exhibit S-2-B with an estimated total testing cost of \$65,805.00

C. COMMISSIONING AND OPERATIONS

Payment to the ENGINEER for services provided as outlined in paragraph I.C. shall be performed at ENGINEER's Standard Hourly Rates, attached as Exhibit S-2-A, not to exceed \$46,000.

D. ADJUSTMENT IN FEE

In the event the Contractor fails to complete the PROJECT within the specified contract time, the ENGINEER shall be deemed to be performing "Extra Work" in which case should the maximum contract amount as set forth in either Paragraph IV.A., IV.B., or I.V.C. above be exceeded, the ENGINEER shall be eligible for additional compensation. Compensation for extra work as herein defined, shall be on the same basis as set forth above for Construction Administration, Construction Testing, and Commissioning and Operations Services.

In no case shall additional work be performed or compensation be paid without the written authorization of the OWNER. Any authorization shall first be supported by documentation from the ENGINEER outlining the reasons therefore and the probable maximum fee to be expected. The ENGINEER shall notify the OWNER a minimum of 7 days in advance of any foreseeable need to perform extra work.

V. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that the provisions and requirements of the original agreement dated January 23, 2007 not specifically modified by Supplemental Agreement shall remain in force and effect for the duration of this agreement.

IN WITNESS THEREOF, the OWNER and ENGINEER have executed this Supplemental Agreement as of this ____ day of _____, 2010.

CITY OF PITTSBURG

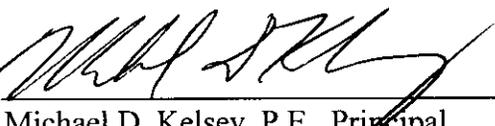
By: _____
John VanGorden, City Manager

OWNER

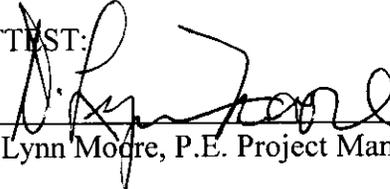
ATTEST:

Tammy Nagel, City Clerk

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:  _____
Michael D. Kelsey, P.E., Principal

ENGINEER

ATTEST:  _____
D. Lynn Moore, P.E. Project Manager

HOURLY RATE SCHEDULE

<u>Title</u>	<u>Hourly Rate</u>
Principal Engineer 3	\$125.00
Printipal Engineer 2	\$120.00
Principal Engineer 1	\$115.00
Project Manager 5	\$110.00
Project Manager 4	\$105.00
Project Engineer 5	\$102.00
Project Engineer 4	\$92.00
Project Engineer 3	\$82.00
Project Engineer 2	\$75.00
Design Engineer 3	\$70.00
Design Engineer 2	\$65.00
Design Engineer 1	\$55.00
Landscape Arch. 3	\$75.00
Design Technician Supervisor 3	\$80.00
Design Technician Supervisor 2	\$60.00
Design Technician 5	\$78.00
Design Technician 4	\$68.00
Design Technician 3	\$58.00
Drafter/CAD Operator 4	\$58.00
Drafter/CAD Operator 3	\$50.00
Drafter/CAD Operator 2	\$44.00
Drafter/CAD Operator 1	\$38.00
Balance Technician Supervisor 3	\$68.00
Balance Technician 5	\$68.00
Balance Technician 4	\$64.00
Balance Technician 3	\$58.00
Land Surveyor 4	\$88.00
Land Surveyor 3	\$70.00
Land Surveyor 2	\$60.00
Party Chief 4	\$55.00
Instrument Man 3	\$50.00
Instrument Man 2	\$48.00
Survey Assistant 2	\$44.00
Survey Assistant 1	\$32.00
Field Engineer 3	\$75.00
Inspector Supervisor 3	\$70.00
Inspector 5	\$68.00
Inspector 4	\$62.00

HOURLY RATE SCHEDULE

Page 2

<u>Title</u>	<u>Hourly Rate</u>
Inspector 3	\$54.00
Lab Technician Supervisor 3	\$66.00
Lab Technician 4.....	\$58.00
Lab Technician 3.....	\$50.00
Lab Technician 2.....	\$46.00
Lab Technician 1.....	\$34.00
Administrative Assistant Supervisor 4.....	\$52.00
Administrative Assistant 3	\$48.00
Clerk Typist 2.....	\$40.00
Clerk Typist 1.....	\$32.00
Computer Programmer.....	\$68.00
Cadd Assistant 1.....	\$30.00
Technical Writer 3	\$52.00
Word Processing Technician 4	\$50.00
Computer CADD.....	\$16.00

REIMBURSABLES:

Outside Consultants	Cost plus 10%
In-House Consultant.....	Labor Cost plus 50%
Reproduction & Photography	Cost plus 10%
Equipment Rental.....	Cost plus 10%
Material	Cost plus 10%
Truck Mileage	\$0.53/Mile
Auto Mileage.....	\$0.48/Mile
Car Rental and Fuel.....	Cost
Per Diem.....	Cost
Telephone (Long Distance).....	No Charge
Fax.....	No Charge
Postage (Regular Mail)	No Charge
Deliveries and Overnight Mail.....	Cost plus 10%



DEPARTMENT OF PUBLIC UTILITIES

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Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: JOHN H. BAILEY, P.E., PhD
Director of Public Utilities

DATE: June 2, 2010

SUBJECT: Agenda Item – June 8, 2010
Pittsburg Wastewater Treatment Plant Nutrient Study

The City of Pittsburg was issued a National Pollutant Discharge Elimination System (NPDES) Permit for the Wastewater Treatment Plant in May 2008. Part of the provisions of that permit requires a nutrient removal study be submitted to KDHE. The study is to include the examination of the Wastewater Treatment Plant to achieve three different levels of nitrogen and phosphorous removal. Phase I includes advanced biological treatment; Phase II includes enhanced biological treatment; and, Phase III is the limits of technology utilizing chemical addition. The results of the study will include the cost to achieve each of these three goals. The study will not be necessarily enforced at the maximum level but EPA and KDHE reserve the right to stipulate this in the next permit cycle. Part of the decision process will include the cost to achieve each of the various nutrient removal levels.

PEC was requested by the City to provide a cost to perform this study as they are most knowledgeable of the existing Wastewater Treatment Plant. They have provided an estimated cost of a lump sum of \$17,000. Included within the contract is Task 101 entitled "*Existing Facility Capacity for Nutrient Removal*" and Task 102 entitled "*Regulatory Requirements Review (Optional)*" which is an additional cost of \$5,000. Staff is recommending that these two tasks not be undertaken and to perform the core duties only.

MEMO TO: JOHN D. VANGORDEN
JUNE 2, 2010
PAGE TWO

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 8, 2010. Action necessary will be approval or disapproval of the agreement and, if approved, authorize the Mayor to sign the agreement on behalf of the City.

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

Attachment: Agreement

cc: Tammy Nagel, City Clerk
Project File
Memo File

May 3, 2010

City of Pittsburg
 201 W. 4th St.
 Pittsburg, KS 66762

Attention: John Bailey, Ph.D., P.E.

Reference: Pittsburg Wastewater Treatment Plant Nutrient Study
 PEC Project No. 34-07E03-026-0830

Dear Dr. Bailey:

This letter is written to serve as an agreement between the City of Pittsburg, Kansas (CLIENT) and Professional Engineering Consultants, P.A. (PEC) to provide professional services for the study of the Wastewater Treatment Plant (WWTP) and its ability to remove nutrients from the waste stream, hereinafter called the PROJECT.

Specifically, PEC proposes to perform the Scope of Services as outlined in Paragraph A below, provided for your review and approval.

A. Scope of Services

Project Understanding: The CLIENT'S current NPDES permit requires completion of a study to assess the cost and feasibility for the WWTP to meet the following effluent nutrient goals as annual averages:

Goal	1	2	3
Total Nitrogen (as N) mg/L	8.0	5.0	3.0
Total Phosphorus (as P) mg/L	1.5	0.5	0.3

Key Issues: The goal of this study is to determine the likely cost-for-improvements for nutrient removal to the levels noted above. This study will examine whether operational changes alone can achieve these results, and whether additional treatment (biological, physical and chemical) is required. Both operational and capital costs will be provided.

TASK 100 – Project Coordination

Objective: To complete the nutrient study in a timely and orderly manner to meet the goals of the CLIENT. Coordinate project activities, including status reports, meetings with City Staff, budget, schedule and communications to keep the CLIENT informed of the progress throughout the duration of the PROJECT.

1. Client Input:
 - a. Arrange for meetings with City Staff familiar with the WWTP management and maintenance practices.
 - b. Attend meetings.
2. Activities:
 - a. Correspond with KDHE regarding anticipated project schedule and its impact on permit requirements.
 - b. Provide summary documents of all meetings and correspondence.
 - c. Maintain PROJECT documents.
 - d. Plan and conduct PROJECT meetings.
 - e. Create and maintain PROJECT schedule.
3. Products:
 - a. Status reports.
 - b. Meeting minutes.
 - c. Updated PROJECT schedule.
 - d. Assembled information describing WWTP facilities and operations.
 - e. Preliminary and final report submission.

Task 101 – Existing Facility Capacity for Nutrient Removal

Objective: To determine whether the facility is capable of achieving nutrient removal in its current configuration.

1. CLIENT Input:
 - a. Provide existing KDHE reports, correspondence, and laboratory data, including both influent and effluent data from 2007 to the present.
 - b. Provide current facilities drawings, design data, and the WWTP Operations and Maintenance manual.
 - c. Provide census information and available population projection documentation.
2. Activities:
 - a. Prepare projections of wastewater flows, solids quantities and loadings to the year 2030.
 - b. Accumulate data and establish current process component sizes.
 - c. Develop and run Biowin model to establish limits of existing processes for nutrient removal at current and permitted flows.
 - d. Meeting to review results and identify general process needs to achieve nutrient removal levels.
3. Products:
 - a. Summary containing model results and recommendation whether to proceed with detailed facility evaluation and alternative treatment scenarios, Tasks 103 and 104.
 - b. Meeting minutes.

Task 102 – Regulatory Requirements Review (Optional)

Objective: To identify all current and anticipated future regulations on treatment and residuals handling including review of KDHE, USEPA, County, and City regulations.

1. CLIENT Input:
 - a. Provide current local and county codes that impact the facility.
 - b. Identify various regulations that impact the CLIENT.
 - c. Review current practices and compliance with current and projected codes/regulations.
2. Activities:
 - a. Identify and catalog all relevant laws and regulations impacting the current and future needs of the plant.
 - b. Identify critical elements of local laws and regulations that may constrain future plant expansion or biosolids disposal.
 - c. Examine and document the current treatment processes in regard to meeting regulatory requirements.
3. Products:
 - a. Summary of findings.

Task 103 – Detailed Facility Evaluation (Optional)

Objective: Depending upon the results of Task 101, evaluate the ability of the existing plant to meet current and projected needs to the year 2030, including performance, capacity, and ability to meet effluent nutrient limitations.

1. CLIENT Input:
 - a. Operator interviews.
2. Activities:
 - a. Compile an inventory of existing treatment process and residuals handling components including manufacturer, model, capacity and condition.
 - b. Site visit to WWTP.
 - c. Evaluate the ability of the existing treatment process and residuals handling components to handle projected flows, loadings and regulatory requirements from hydraulic, process and life expectancy standpoints.
 - d. Review biosolids land application/disposal program.
 - e. Evaluate the ability of the existing treatment plant support systems (electrical, mechanical, controls, etc.) to meet current and projected needs.
 - f. Review administrative processes including reporting, documentation, and maintenance programs.
3. Products:
 - a. Summary of the facility evaluation in report and tabular formats.

Task 104 – Treatment Facility Alternatives

Objective: Depending upon the results of Task 101, develop WWTP improvement and operational alternatives to address nutrient removal levels.

1. CLIENT Input:
 - a. Provide input on treatment alternatives.
2. Activities:
 - a. Identify possible wastewater treatment alternatives, considering continued use of existing facilities, feasibility of expansion and construction of new facilities.
 - b. Develop feasibility criteria which may include:
 - i. Economic factors including capital and operation and maintenance, and present worth costs.
 - ii. Non-economic factors including process reliability and flexibility, consistency with regulations and KDHE policies, and discharge locations.
 - c. Examine phased approach for constructing facility improvements to meet progressive nutrient removal levels.
 - d. Provide planning level construction cost estimates for alternatives.
 - e. Provide planning level O&M cost estimates for alternatives.
3. Products:
 - a. Summary of treatment facility and operational alternatives, including schematics, site plans, costs, and feasibility.
 - b. Recommendation for operational adjustments (if applicable), construction and anticipated schedules.

Task 105 – Final Plan Preparation

Objective: To provide a written report which, clearly communicates findings and recommendations.

1. CLIENT Input:
 - a. Report format preferences and number of copies of final plan desired.
 - b. Provide input on draft plan.
 - c. Attend presentation of final plan.
2. Activities:
 - a. Prepare a written report, summarizing the purpose of the study, methods, conclusions and recommendations.
 - b. Submit draft plan for review and comment prior to final publication.
 - c. Upon request, present final report to City Council.
3. Products:
 - a. Hard copies of final report, quantity to be determined.

- b. CD of final report in PDF format with bookmarks, quantity to be determined.

B. Responsibility of CLIENT:

The CLIENT agrees to provide the follow pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Provide a PROJECT contact person to represent the CLIENT.
2. Provide Data as requested and available.
3. Provide access to the site as requested.
4. Attend meetings as required throughout the PROJECT.

C. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Design work associated with recommended projects.
2. Site survey work.
3. Sampling and chemical analysis.

D. Payment Provisions:

PEC proposes to perform the Scope of Services on the basis of a lump sum value of \$17,000 for Tasks 100, 101, 104, and 105, and an additional lump sum value of \$5,000 for Tasks 102 and 103 if they are requested by the CLIENT. Unless otherwise agreed upon, billings will be made once a month for work completed the previous month based upon percent complete. Taxes are not included in stated fees. CLIENT shall reimburse PEC for any sales, use, and value-added taxes, which apply to these services.

E. Time of Performance:

PEC shall commence work on the PROJECT within ten (10) days following authorization by the CLIENT to proceed, and shall deliver final documents for the nutrient removal study (Tasks 100, 101, 104 and 105) within ninety (90) calendar days. If the CLIENT elects for these engineering services to include Tasks 102 and 103, then the total time for completion shall be one-hundred-twenty (120) calendar days. PEC shall be not be responsible or held liable for delays occasioned by the action or inaction of the CLIENT or other agencies.

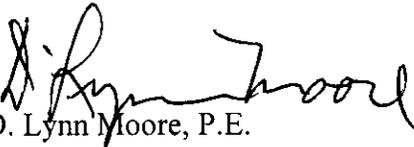
Dr. John Bailey
May 3, 2010
Page 6

This letter and the "Standard Conditions" attached hereto comprise the entire agreement between the CLIENT and PEC. They may be altered only by Supplemental Agreement.

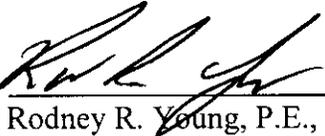
Thank you for contacting us to provide professional services on the subject PROJECT. Should you have questions or if additional information is required, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our contract and notice to proceed with the work.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.


D. Lynn Moore, P.E.
Project Manager

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: 
Rodney R. Young, P.E., President

Date: 5/10/10

ACCEPTED

CITY OF PITTSBURG

By: _____

Title: _____

Date: _____

PEC STANDARD CONDITIONS

1. **STANDARD OF CARE:** Professional Engineering Consultants, P.A., its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "PEC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. PEC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.

2. **USE OF DOCUMENTS:** Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited. PEC shall retain ownership thereof.

3. **INSURANCE:** PEC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.

4. **NO GUARANTEE:** PEC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. PEC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.

5. **INDEMNIFICATION/HOLD HARMLESS:** PEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from PEC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by PEC or anyone for whom PEC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PEC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PEC is not obligated to indemnify the Client in any manner whatsoever for the Clients' own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of PEC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.

6. **DISPUTES:** Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be

governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.

7. **ASSIGNMENT OR SUBLETTING OF CONTRACT:** Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement shall be binding upon the Client, its successors and assigns.

8. **NON PAYMENT/TERMINATION OF AGREEMENT:** If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PEC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PEC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PEC for the value of services rendered up to the time of termination.

9. **DIFFERING SITE CONDITIONS:** The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PEC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold PEC harmless from all claims for Differing Site Conditions, provided PEC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.

10. **EXTRA WORK:** Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.

11. **FORCE MAJEURE:** The Client shall not hold PEC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PEC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

12. **AGREEMENT SOLELY FOR PARTIES' BENEFIT:** This agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.

13. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, PEC's total liability to Client is limited to the greater of \$50,000 or two times PEC's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability. In no event shall PEC be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.