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RADIO TOWER LEASE AND AGREEMENT - City staff is requesting Governing Body approval of a request of Verizon to construct a new freestanding tower at 1st and Locust and to enter into a new 10-year lease with the City of Pittsburg.

Radio Tower Memo1 58

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 24, 2012
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by K.O. Noonoo of the Pittsburg Presbyterian Church
- b. Flag Salute Led by the Mayor
- c. AAA Traffic Safety Award Presented by Mr. Jim Hanni
- d. Public Input

CONSENT AGENDA:

- a. Approval of the January 10, 2012, City Commission Meeting minutes.
- b. Approval of the low bid from New Hope Custom Printing for the purchase of tee shirts used by the Parks & Recreation Department for programs and events.
- c. Approval of the Annual Fire Fighting Contract for Pitsco's facility located at 2106 West 4th Street for the annual payment of \$4,106.00, and authorize the Mayor to sign the contract on behalf of the City.
- d. Approval of a request submitted by Jamie Sponsel to renew the Dance Hall License for Faces Bar, 202 North Locust, and if approved, authorize the City Clerk to issue the license.
- e. Approval of the staff recommendation to renew the contract with WebQA for the ShopsQA Directory from June 1, 2012 through May 31, 2013 for a cost of \$155 monthly.
- f. Approval of an RLF Application submitted by Ron and Dora Ware for a \$25,000 forgivable loan to assist with infrastructure improvements required to enter into a five year lease with Volvo Rents.
- g. Approval of Change Order No. 1 reflecting an increase of \$13,273.37 making a new contract construction amount of \$179,164.17 and final payment in the amount of \$21,837.24 to APAC-Missouri, Inc., of Springfield, Missouri, for improvements to the taxiways at the Atkinson Municipal Airport.
- h. Approval of the Appropriation Ordinance for the period ending January 24, 2012, subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 24, 2012
5:30 PM

CONSIDER THE FOLLOWING:

- a. **CONDITIONAL USE REQUEST** - The Planning and Zoning Commission, in its meeting of December 19, 2011, voted unanimously to recommend to the Governing Body approval of a request submitted by Ilario Andrades for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a (Spanish) church to locate in an existing building located at 1617 N. Walnut. **Approve or disapprove the recommendation. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a simple majority, may deny the request or send it back to the Planning and Zoning Commission for further consideration.**

- b. **RESOLUTION FOR HOUSING TAX CREDITS** - Red-Wood Development, Inc. is requesting the Governing Body to support their development of a 36-unit senior housing complex to be located in the 2700 Block of N. Walnut, with a Letter of Support and a Resolution of Support, therefore, allowing them to file a housing tax credit application with the Kansas Housing Resources Corporation. **Approve or disapprove request and, if approved, authorize the Mayor to sign the Letter of Support and Resolution of Support on behalf of the City.**

- c. **RADIO TOWER LEASE AND AGREEMENT** - City staff is requesting Governing Body approval of a request of Verizon to construct a new freestanding tower at 1st and Locust and to enter into a new 10-year lease with the City of Pittsburg. **Approve or disapprove request and, if approved, direct the City Attorney to prepare the necessary agreement and lease with Verizon for the construction of a new tower at 1st and Locust.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

INTEROFFICE MEMORANDUM

To: JOHN D. VANGORDEN
Interim City Manager

From: Brent Narges
Deputy Chief of Police

CC: Marty Beezely
Mayor, City of Pittsburg
Melinda D. Hulvey
Chief of Police

Date: Tuesday, January 17, 2012

Subject: AAA Community Traffic Safety Award

The Pittsburg Police Department was given the opportunity to apply for a AAA Community Traffic Safety Award during the summer of 2011. The AAA Community Traffic Safety Awards Program is for communities of all sizes. Its purpose is to encourage communities to address local traffic safety issues in a coordinated and cost-effective way. AAA clubs provide applications to cities, counties, towns and villages, asking officials to describe the efforts of their traffic safety committee, participation in National "Safe Routes to School" efforts or the Kansas S.A.F.E. seatbelt usage program, the success of their traffic safety programs, projects and regulations and compilation of traffic statistics. Emphasis is placed on the "3 E's" of Enforcement, Education, and Engineering.

Awards are determined based on points accumulated based on the presence of these programs and tracking of traffic statistics. Platinum, Gold, Silver and Bronze Awards are given to communities based on their efforts to improve local traffic safety.

The Pittsburg Police Department and City of Pittsburg have earned the **Gold Award:** Given to communities that implement programs and projects that demonstrate superior effort at addressing local traffic safety issues.

James R. Hanni, Executive Vice President, Public Affairs, AAA Allied Group will present the award to Chief Mendy Hulvey and Mayor Marty Beezely.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
January 10th, 2012

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, January 10th, 2012, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Marty Beezley presiding and the following members present: Rudy Draper, Michael Gray, John Ketterman and Patrick O'Bryan.

Mary Cash of the Community of Christ provided the invocation.

Mayor Beezley led the flag salute.

APPROVAL OF MINUTES – DECEMBER 20th, 2011 - On motion of Ketterman, seconded by Gray, the Governing Body approved the minutes of the December 20th, 2011, Special City Commission Meeting as submitted. Motion carried.

HOME PROGRAM HOUSING PLAN AND RELOCATION POLICY – Following review, on motion of Ketterman, seconded by Gray, the Governing Body approved the Home Program Housing Plan and Relocation Policy. Motion carried.

APPROPRIATION ORDINANCE – On motion of Ketterman, seconded by Gray, the Governing Body approved the Appropriation Ordinance for the period ending January 10th, 2012, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman and O'Bryan. Motion carried.

EXTENSION/REQUEST FOR ADDITIONAL SERVICES – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved staff request to extend the current services agreement with WebQA for the Community Development Module to assist the Codes Enforcement Division in administering nuisance codes for a per month fee of \$425 and a one-time fee of \$3,000 for implementation and training and authorized the Mayor to execute the services agreement on behalf of the City of Pittsburg. Motion carried.

DISPOSITION OF BIDS – On motion of Ketterman, seconded by Gray, the Governing Body approved staff recommendation to award the bid for the Georgia and First Sewer Replacement Project to Jim Radell Construction Co., Inc., of Pittsburg, Kansas, based on his low bid meeting specifications in the amount of \$125,847.10, and authorized the Mayor and City Clerk to execute the contract documents once prepared. Motion carried.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
January 10th, 2012

NON-AGENDA REPORTS AND REQUESTS:

CENTENNIAL AND BROADWAY PROJECT REVIEW COMMITTEE - Director of Public Works William A. Beasley invited Commissioners to join Commissioner Ketterman on the committee to review the design on the Centennial and Broadway Project.

PARADE OF CHAMPIONS - Mayor Beezley announced that the City of Pittsburg will host a Parade of Champions and Community Pep Rally on Saturday, January 21st, 2012, to celebrate the 2011 Pittsburg State University Football Team National Championship.

OPERATION CLEAN SWEEP - Mayor Beezley reminded citizens to pick up debris out of their yards as part of Operation Clean Sweep.

ADJOURNMENT: On motion of O'Bryan, seconded by Draper, the Governing Body adjourned the meeting at 5:46 p.m. Motion carried.

Marty Beezley, Mayor

ATTEST:

Tammy Nagel, City Clerk

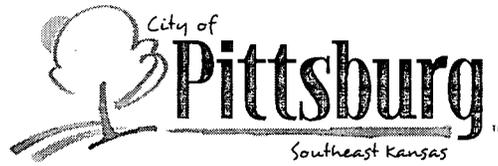
INTEROFFICE MEMORANDUM

To: MR. VANGORDEN, INTERIM CITY MANAGER
From: KIM VOGEL, DIRECTOR OF PARKS & RECREATION
CC: TAMMY NAGEL, CITY CLERK
Date: JANUARY 18, 2012
Subject: Agenda Item – January 24, 2012
Approval of bi-annual tee shirt bid for the Parks & Recreation Department

The Parks & Recreation Department is recommending Commission approval of the low bid for the purchase of tee shirts used in the department throughout the year. We received seven bids with the low bid coming from New Hope Custom Printing located at 2614 N. Joplin, Pittsburg, KS 66762. Please see attached bid sheet.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 24, 2012.

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



**Recapitulation of Bids
Parks and Recreation - T-Shirt Purchase
January 17th, 2012 - 2:00 p.m. - City Hall Conference Room**

Name/Address of Bidder	Shirt Type	Art Charge	Screen Charge	2 Color Shirt S/M/L	3 Color Shirt S/M/L	4 Color Shirt S/M/L	Ash	Delivery Information
New Hope Custom Printing 2614 North Joplin Pittsburg, Kansas 66762	Gildan 50/50	\$0	\$0	\$3.50 YS-YXL \$3.50 S-XL \$4.00 XXL \$4.00 XXXL	\$4.00 YS-YXL \$4.00 S-XL \$4.50 XXL \$4.50 XXXL	\$5.00 YS-YXL \$5.00 S-XL \$5.50 XXL \$5.50 XXXL	\$4.25 YS-YXL \$4.25 S-XL \$4.75 XXL \$4.75 XXXL	2 weeks notice \$0 delivery charge
Corporate Images 1020 West 1 st Avenue Denver, Colorado 80223	Gildan	\$40/hour	\$15/color per location	\$5.30 YS-YXL \$5.09 S-XL \$6.59 XXL \$6.59 XXXL	\$5.70 YS-YXL \$5.49 S-XL \$6.99 XXL \$6.99 XXXL	\$6.11 YS-YXL \$5.49 S-XL \$6.99 XXL \$6.99 XXXL	\$4.69 YS-YXL \$4.79 S-XL \$6.29 XXL \$6.29 XXXL	2 weeks notice As required – orders over \$500 ship free
Lee Enterprises 507 Wilson Street Frontenac, Kansas 66763	Gildan Ultra Cotton 100% 6.1 oz	\$0	\$0	\$3.75 YS-YXL \$3.75 S-XL \$4.75 XXL \$4.75 XXXL	\$4.25 YS-YXL \$4.25 S-XL \$5.25 XXL \$5.25 XXXL	\$4.75 YS-YXL \$4.75 S-XL \$5.75 XXL \$5.75 XXXL	\$4.50X YS-YXL \$4.50 S-XL \$5.50 XXL \$5.50 XXXL	2-3 weeks notice \$0 delivery charge
SP Designs Mfg. Inc. 1215 SE 10 th Street Cape Coral, Florida 33990	Gildan – Colors (white or ash)	\$20	\$0	\$3.15 YS-YXL \$3.15 S-XL \$4.15 XXL \$5.15 XXXL	\$3.45 YS-YXL \$3.45 S-XL \$4.45 XXL \$5.45 XXXL	\$3.95 YS-YXL \$3.95 S-XL \$4.95 XXL \$5.95 XXXL	\$3.65 YS-YXL \$3.65 S-XL \$4.65 XXL \$5.65 XXXL	14 days notice – exception available \$0 delivery charge
World of Promotions 1310 Louis Avenue Elk Grove Village, Illinois 60007	Gildan Ultra Cotton	They do not do design work	\$20/color per location	\$3.65 YS-YXL \$3.99 S-XL \$5.65 XXL \$5.65 XXXL	\$3.75 YS-YXL \$4.15 S-XL \$6.15 XXL \$6.15 XXXL	\$3.80 YS-YXL \$4.20 S-XL \$6.20 XXL \$6.20 XXXL	\$3.25 YS-YXL \$3.70 S-XL \$5.25 XXL \$5.25 XXXL	15-20 days notice - Delivery charge included in per- piece price
Screen Co. 4911 North 57 th Street Lincoln, Nebraska 68507	Gildan 2000 Ultra Cotton	\$0	\$0	\$5.24 YS-YXL \$5.24 S-XL \$6.44 XXL \$6.44 XXXL	\$5.59 YS-YXL \$5.59 S-XL \$6.79 XXL \$6.79 XXXL	\$5.94 YS-YXL \$5.94 S-XL \$7.14 XXL \$7.14 XXXL	\$6.41 YS-YXL \$6.41 S-XL \$7.78 XX XXL \$7.78 XXXL	2-3 weeks notice – \$0.15 per shirt delivery charge
First-Edition Screen Printing P.O. Box 21 – 3411 Airport Dr. Pittsburg, Kansas 66762	Gildan 100% Cotton Ultra Cotton	\$0	\$0	\$6.50 YS-YXL \$6.50 S-XL \$7.50 XXL \$8.50 XXXL	\$6.50 YS-YXL \$6.50 S-XL \$7.50 XXL \$8.50 XXXL	\$6.75 YS-YXL \$6.75 S-XL \$7.75 XXL \$8.75 XXXL	\$6.50 YS-YXL \$6.50 S-XL \$7.50 XXL \$8.50 XXXL	7-10 days notice \$0 delivery charge

INTEROFFICE MEMORANDUM

To: John VanGorden
From: Mark Turnbull
CC:
Date: JANUARY 13, 2012
Subject: *Agenda Item: January 24, 2012
Outside Fire Contract for Pitsco*

Pitsco has asked to renew their outside fire contract for their facility at 2106 West 4th Street. The contract for 2011 was \$3,920.96 and the amount calculated for 2012 is \$4,106.00, an increase of \$185.04. The calculation to determine the cost of fire service to protect the facility is attached to this memorandum.

Please place this request for an outside fire contract for Pitsco on the City Commission agenda for Tuesday, January 24th, 2012. Action requested is to approve or disapprove the outside city fire contract for Pitsco for 2012 at a cost of \$4,106.00 and if approved authorized the Mayor to sign appropriate documents.

CONTRACT FOR INDUSTRIAL FIRE FIGHTING SERVICE

THIS AGREEMENT made and entered into this 24th day of January, 2012, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the City and S & H Properties, Inc., hereinafter called the Contractee, WITNESSETH:

THAT WHEREAS, the said Contractee is in charge of and handling real estate situated in Crawford County, Kansas, and located on West Fourth Street, a distance of approximately $\frac{3}{4}$ mile west of the city limits of Pittsburg, Kansas, and upon which there is located and kept various buildings used by the Contractee in the operation of manufacturing, and within a distance of five (5) miles from the limits of the City of Pittsburg.

AND, WHEREAS, the Contractee has made application to the City of Pittsburg to furnish Industrial Fire Fighting Service for said premises and property.

THEREFORE: Pursuant to the authority vested in the City, according to law, and in consideration of charges and compensation herein provided, to be paid to the City, and in consideration of their mutual covenants and promises, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

1. The Fire Department of the City shall, when notified, furnish a pumper truck and a minimum of two (2) fire fighters to attend and fight fires that may occur upon the above described premises if, at the time of need for such fire, the Fire Department can spare such equipment and fire fighters. The Fire Department of the City shall make a reasonable effort to attend and extinguish such fires; but it is expressly agreed and understood that the Fire Chief or person in charge of the Fire Department shall have the right in every case to determine whether or not the City can spare any part of its Fire Department equipment and fire fighters at a particular time.
2. IT IS FURTHER AGREED that the City shall not be liable in any way for failure of the Fire Department to attend a fire or put out a fire, or for damages to property or persons, or for any other reason.
3. As compensation for such Industrial Fire Fighting Service to said premises, the Contractee agrees to pay the City of Pittsburg, Kansas, the sum of **\$4,106.00** for the year beginning on the first day of January 2012. Said compensation to the City is based on the mill levy charged to City inhabitants for fire protection and/or the amount necessary to support the operation of the Fire Department. Such mill levy to be multiplied by the Contractee's assessed valuation. Said figure then to be reduced by twenty-five

percent (25%) and which shall be the amount charged, but in no event shall the charge be less than \$150.00 per year. The annual charge shall be re-calculated each year based on succeeding City's mill levy and Contractee's assessed valuation. Said Fire Fighting Services may be extended for additional one-year periods.

4. The City, or the said Contractee, may cancel this contract by the giving of written notice thirty (30) days prior to the date on which cancellation is desired; provided, that cancellation by Contractee shall not provide for any refund of payments made.

IN WITNESS WHEREOF this Contract was signed by the parties this 24th day of January, 2012.

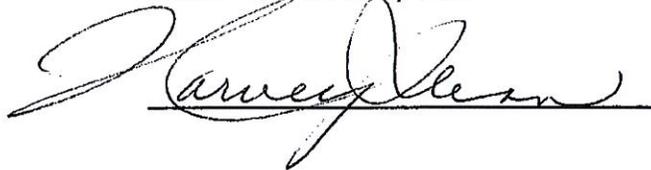
THE CITY OF PITTSBURG, KANSAS

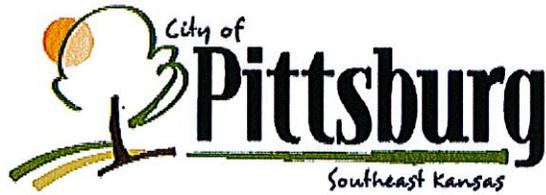
Marty Beezley, Mayor

ATTEST:

Tammy Nagel, City Clerk

S & H PROPERTIES, INC.





2012 OUTSIDE CITY FIRE CONTRACT

FIRE DEPARTMENT BUDGET - \$2,527,869 = 21.44 Mills

CITY ASSESSED VALUATION - \$117,919,158

<u>Firm</u>	<u>Assessed Value (1)</u>	x	<u>Mill Levy</u>	x	.75 =	<u>Contract Cost</u>
S&H Management, LLC 2106 W. 4 th Street (old Helo Site)	\$255,348	x	21.44	x	.75 =	\$4,106.00

(1) Assessed Valuation figures furnished by County Treasurer's Office.

INTEROFFICE MEMORANDUM

To: Interim City Manager John VanGorden
Chief Mendy Hulvey
From: Sergeant Tim Tompkins
CC:
Date: Thursday, January 5, 2012
Subject: Dance Hall License Renewal, FACES Bar

In response to the request for renewal of a Dance Hall License submitted by Ms. Jamie Sponsel, co-owner of Faces Bar, 202 N. Locust Street, I have reviewed the calls for service received by the Police Department for the period February 1, 2011 through January 2, 2012. During this period, the department received 7 requests for service and filed 1 crime report. Officers also conducted 8 routine bar checks.

For comparison purposes, during the previous renewal review the police department responded to 32 calls for services, completed 12 crime reports and conducted 10 routine bar checks. Following is a summation of the calls for service received and crime reports filed by officers. The situations resulting in a report being filed are highlighted in bold print:

March 29, 2011, 8:36 p.m. - Wanted Person – Officers received information a subject with an active arrest warrant was inside the bar. Officers checked the bar but did not locate the subject. No further action required.

April 16, 2011, 6:57 p.m. – Theft – A victim reported a subject he was in the bar with took money from his wallet, which was in the victim's jacket, while the victim was in the restroom. The suspect had left prior to officer's arrival, but was thought to be on the way to another bar in Frontenac. A Frontenac Officer checked the bar in their city and the subject was located there. The subject was cited for the theft complaint and arrested by Frontenac officers on another unrelated matter and taken to jail.

May 4, 2011, 9:48 p.m. – Subject with a Gun – Officers received a call of a subject on a motorcycle in the parking lot waving a gun. Officers arrived, but found no motorcycle or the subject described in the area. Contact was made with management who indicated no one had reported any problems in the parking lot to them. No further action required.

May 7, 2011, 6:29 p.m. – Request for Officer – Crawford County requested officers to

check for a vehicle parked on the parking lot that was reported misappropriated to their agency. The vehicle was located and officers remained with the vehicle until the owner arrived and removed the vehicle. The owner advised he loaned the vehicle to a friend who had failed to return it and after checking, the owner was told the vehicle was at the bar. No further action required.

June 9, 2011, 10:08 p.m. – Request for Officer – Officers received a report of a drunk female attempting to drive off in her vehicle. Upon arrival, management advised the female left the vehicle parked and had gotten a ride with a friend. No further action required.

July 6, 2011, 11:21 p.m. – Request for Officer – Officers were called to the bar in reference to an intoxicated subject attempting to drive off from the bar in his vehicle. Upon arrival, management advised they were made aware of the complaint and were able to get the subject's keys away from him and had made arrangements for a sober driver to take him home. The vehicle was allowed to remain at the bar. No further action required.

October 29, 2011, 5:42 p.m. – Request for Officer – An anonymous caller advised a subject was at the bar selling some type of powder substance in a baggie. Officers checked the bar but found only two persons in the bar, neither of which were the alleged subject. The call appeared to be unfounded. No further action required.

INTEROFFICE MEMORANDUM

To: JOHN VAN GORDEN
From: MARK TURNBULL
CC:
Date: JANUARY 17, 2012
Subject: *Agenda Item: January 24, 2012*
WebQA Services Agreement

ShopsQA was launched last fall and has already proven to be a great tool to give local businesses an interactive micro-website linked from the City of Pittsburg homepage. Fifty percent or more businesses do not have a website of their own. With this program, local businesses register online with the City and, when approved, receive:

- their micro-website
- Ability to post information, coupons, and links
- Online support in the form of webinars and training videos
- ability to update information at any time based on approval

We were approached as a test community for this product at a reduced rate in 2011. The cost of the program was \$150 monthly with a onetime set up fee of \$1000. We have now received a new contract for June 1, 2012 through May 31, 2013 at a cost of \$155 monthly with no additional charges. This contract will renew automatically with a maximum increase of 8%.

Staff recommends the City of Pittsburg renew the contract with WebQA for the ShopsQA Directory from June 1, 2012 through May 31, 2013 for a cost of \$155 monthly. Please approve or disapprove the recommendation and if approved, authorize the Mayor to sign the appropriate documents.

WEBQA SERVICE(S) AGREEMENT

For GovQA Service(s)

Schedule A

A. Service(s): Software: ShopsQA Service with Advertising Module
Website: www.

B. WebQA Subscription Service At a Locked-In subscription cost per month for term of \$155.00

Activities
& Fees:

- | | |
|---|---|
| <input checked="" type="checkbox"/> ShopsQA Community Business Portal | <input type="checkbox"/> Citizen Request Management Module |
| <input type="checkbox"/> Community Pages: Microsites | <input type="checkbox"/> Code Enforcement Module |
| <input type="checkbox"/> NetQA: Community Communication | <input type="checkbox"/> Permitting Module with Contractor Portal |
| <input checked="" type="checkbox"/> Advertising Rental Module (Addendum) | <input type="checkbox"/> Licensing Module |
| <input checked="" type="checkbox"/> Hosting and ongoing service upgrades for all designated modules | |

C. Customer Customer agrees to Allow WebQA to place links to additional resources on the business edit page. (5) Use the administrative tools to approve local businesses as they register. (6) Create a Press Release within 30 days of contract signing to announce and promote the system within your community. (7) Permit WebQA to send mailing(s) to the business owners to create awareness of the product and the optional advertising space.

D. Terms: Annual Billable Term Starting: **June 1, 2012** Ending: **May 31, 2013**

Upon the expiration of this initial term, the term will continue to auto-renew for the same initial time period unless Customer notifies WEBQA in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the current term end date. Renewal terms will not increase by more than eight percent.

E. Billing: Fees are exclusive of all taxes. Fees are billed on an annual basis at time of contract and are due upon receipt of invoice. This secures branded site, servers and resources necessary to begin project.

If payment is not received within 45 days of invoice due date, WebQA has the right to suspend all services until payment is received. Furthermore, customer is responsible for all costs including attorney fees associated to the collections of invoices over 45 days.

F. Remittance: All payments should be made directly to WebQA and will not be deemed received until actually received in WebQA offices. WebQA mailing address for all payments is: Accounts Receivable Dept., WebQA Inc, 900 S. Frontage Road, Suite 110, Woodridge, IL 60517

G. Special: Includes _____ Addendum

H. Contacts: Organization Name _____
Main Contact Name: _____ Title: _____
Address: _____ City _____ State: _____ Zip: _____
Work Phone: _____ Cell _____ Fax: _____
Billing Contact Name: _____
Title: _____
Address: _____ City _____ State: _____ Zip: _____
Work Phone: _____ Cell _____ Fax: _____
Purchase Order Number: _____ Duns Number: _____

WEBQA SERVICE(S) AGREEMENT

For GovQA Service(s)

THIS SERVICE(S) AGREEMENT (the "Agreement") between WEBQA, Inc. ("WEBQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and The City of Pittsburg, KS, a city with its principal place of business at 201 W. 4th Street Pittsburg, KS 66762 ("Customer") is made effective as of May 31, 2012. ("Effective Date".)

1. WEBQA DELIVERY OF SERVICES:

WEBQA grants to Customer a non-exclusive, non-transferable, limited license to access and use the GoLocalQA Service(s) on the Authorized Website(s) identified in Schedule A in consideration of the fees and terms described in Schedule A

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with WebQA. In addition, Customer agrees that this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others. All Customer data is owned by the Customer. Under no circumstances is the system intended to capture confidential information of any kind. Confidential information is defined as social security numbers and financial information.

Customer agrees to maintain the Authorized Website(s) identified in Schedule A, provide WEBQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to WebQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

WEBQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. WEBQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNEFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

WEBQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WEBQA'S LIABILITY UNDER ANY CIRCUMSTANCE INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

5. TERMINATION:

Either party may terminate this agreement if the terminating party gives the other party sixty (60) days written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in Schedule A, Customer must pay the remaining balance of the current contracted term and this payment obligation will immediately become due.

WebQA may terminate service(s) if payments are not received by WebQA as specified in Schedule A at which time all monies due under the current term will become immediately due.

Upon any termination, WebQA will discontinue Service(s) under this agreement; WebQA will, if requested, provide Customer with an electronic copy of Customer's data; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

WEBQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

7. SERVICE INITIATION:

Customer agrees to perform all customer activities as stated on Schedule A.

8. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of WebQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). WebQA will use reasonable efforts to insure that any WebQA contractors maintain the confidentiality of proprietary materials and information.

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

WEBQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

9. ACCEPTANCE:

Authorized representatives of Customer and WEBQA have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: **The City Pittsburg**

Signature: _____

Print Name: _____

Title: _____ Date: _____

WebQA Inc.

Signature: _____

Print Name: John Dilenschneider

Title: CEO Date: _____

INTEROFFICE MEMORANDUM

To: John VanGorden
From: Mark Turnbull
CC:
Date: January 17, 2012
Subject: *Agenda Item: January 24, 2012*
RLF Application – Ron & Dora Ware

Ron and Dora Ware, owners of the Battery Mart located at 20th Street and the 69 Bypass, submitted an RLF Application to the Department of Economic Development for a \$25,000 forgivable loan. The Wares are in the final process review to contract with Volvo Rents. We are looking to assist with a \$25,000 forgivable loan that is targeted toward infrastructure improvements required by the five year lease. Total renovation costs are estimated to be \$150,000-\$175,000 by the owner, Ron Ware.

Volvo is projecting a \$5,000,000 capital injection following lease signing and site improvements. This is a major save to keep the business in Pittsburg.

Suggested Criteria for the forgiveness of the loan:

- 1) An executed long term lease
- 2) \$125,000 capital investment by the developer to expand the current building to meet Volvo's lease requirements
- 3) Completed Phase I Environmental Survey
- 4) Obtain City and State permits as required

Please approve or disapprove the request and if approved, authorize the Mayor to sign the appropriate documents.

Home > Forms

Revolving Loan Fund (RLF) Loan Application I. GENERAL INFORMATION

Name of Applicant Firm*	Date of Request (mm/dd/yyyy)*
Ronald & Dora Ware	12/21/2011

Firm Address*	Firm Phone Number (xxx)xxx-xxxx*
801 West 20th Street, Pittsburg, Kansas 66762	6202324694

Names and addresses of all persons or corporation who would be obligated as either applicant or personal guarantors of loans:

Name	Address
Ronald F. Ware	683 S. 210th Street, Pittsburg, Kansas 66762
Name	Address
Dora L. Ware	same

Names and addresses of the principal officers and directors of this applicant:

Name	Address
same as above	
Name	Address
Name	Address

Nature of applicant's business:

Equipment Rental

The products to be assembled or manufactured or service to be rendered:

n/a

Applicant's Attorney	Phone Number (xxx)xxx-xxxx
Steve Stockard, Wilbert & Towner	6202315620

Applicant's Financial Advisor	Phone Number (xxx)xxx-xxxx
Ken Bloom	6202314200

Applicant's Accountant	Phone Number (xxx)xxx-xxxx
J.D. Wilbert, CPA	6202312445

Estimated amount of loan:*	\$25,000
----------------------------	----------

Number of years to retire loan:*	2
----------------------------------	---

List previous loans and credit references:

II. USE OF LOAN PROCEEDS

1. Amount requested for purchase of land:

2. Amount requested for land improvements (Buildings):

3. Amount requested for machinery and equipment:

4. Capitalized debt service:

5. Loan closing costs:

6. Working capital:

7. Other (specify):

TOTAL REQUEST:

III. LOAN PROPOSAL

1. Will the loan refinance an existing project?

2. Will the loan proceeds be used to expand or replace an existing facility?

3. Is the applicant presently located in the City of Pittsburg?

4. What type and size of building will be constructed?

5. Name and address of contractor and/or architect:

6. What type of equipment will be financed?

7. If the applicant will be in direct competition with local firms,
 (a) Name of firms:

(b) Describe nature of the competition:

rental of equipment

IV. LOAN ANALYSIS

1. Has a financial advisor submitted an analysis indicating the need for the loan, the advisability of the loan or benefit to the applicant of the loan?

No

(If yes, please upload a copy to this application)

Convert to PDF?
(GIF, JPG, JPEG, PNG, HTM, HTML, DOC, DOCX, XLS, XLSX, TXT)

2. Has additional financing, whether internally generated or through other loans, been arranged? (If yes, please explain)

N/A

3. Has the applicant investigated conventional financing?

N/A

V. PROPOSED LOCATION

1. Location of the proposed facility:

801 West 20th, Pittsburg, Kansas 66762

2. If the facility is a proposed expansion or replacement of another plant, stat size and location of current operations:

Current building is located at 801 West 20th, size is 55 X 80, plan for 25 X 55 expansion of existing building for wash bay

3. What percentage of the facility will be occupied by the applicant?

100

4. Is the prospective location properly zoned?

Yes

5. If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:

6. If unusual demands for water or sewer services or police or fire protection will be made, specify the demands:

VI. OWNERSHIP AND MANAGEMENT

1. Describe the organization structure of applicant (proprietorship, partnership, subsidiary, corporation, etc.):

Proprietorship

(a) Note relationship to parent company:

2. What portion of the project is being financed from other company funds (in addition to this loan)? Please answer in dollar amount (\$xxx)

\$125,000

(a) Please explain:

Estimate cost of owner is \$125-150,000. City portion is approximately 20% of project costs.

3. Describe all threatened or outstanding litigation:

None

4. Attach proforma statements for the first three (3) years of operation after issuance of the loan, including revenue projections, operating expense projections and a debt amortization schedule.

Browse... Convert to PDF? (GIF, JPG, JPEG, PNG, HTM, HTML, DOC, DOCX, XLS, XLSX, TXT)

VII. MEASURE OF ECONOMIC GROWTH AND BENEFIT

1. What dollar amount of sales is contemplated?

N/A

2. What percentage of sales will be sold locally?

80%

3. What is the estimated amount of merchandise and services purchased locally, per year?

N/A

4. How many people will the project employ?

Professional:

1

Technical:

Clerical:

1

General Labor:

1

5. Number of current full-time employees at applicant's present location:

5

6. What is the ratio of loan fund dollars to jobs created?

\$81,000

VIII. In order to facilitate the timely processing of the application, please upload as part of the proposal the following items:

1. Copies of applicant's financial statements for the past three years certified as correct by owner or authorized officer.

Browse... Convert to PDF? (GIF, JPG, JPEG, PNG, HTM, HTML, DOC, DOCX, XLS, XLSX, TXT)

2. Applicant's most recent annual or quarterly financial report.

Browse... Convert to PDF? (GIF, JPG, JPEG, PNG, HTM, HTML, DOC, DOCX, XLS, XLSX, TXT)

3. Interim financial statements, to date, for the current fiscal year.

Browse... Convert to PDF? (GIF, JPG, JPEG, PNG, HTM, HTML, DOC, DOCX, XLS, XLSX, TXT)

4. Financial statements, current to date, for each personal guarantor, on forms, certified by a Certified Public Accountant or the guarantor.

Browse... Convert to PDF? (GIF, JPG, JPEG, PNG, HTM, HTML, DOC, DOCX, XLS, XLSX, TXT)

5. Copies of both federal and state income tax returns filed by applicant and each personal guarantor during the past three years.

Browse... Convert to PDF? (GIF, JPG, JPEG, PNG, HTM, HTML, DOC, DOCX, XLS, XLSX, TXT)

6. In certain cases, due to the size of the loan, audited financials may be required.

IX. Applicant should be aware that additional financial data shall be required if requested by the City Manager, City Attorney, or any other persons authorized by the City of Pittsburg, Kansas, including the Economic Development Revolving Loan Fund (Sales Tax) Committee (EDAC).

X. Attached hereto is a copy of the Collateral Requirements for the Economic Development Revolving Loan Fund (Sales Tax) for informational purposes. HOWEVER, APPLICANT ACKNOWLEDGES AND AGREES THAT SAID REQUIREMENTS AS WELL AS THIS APPLICATION ARE A SET OF GUIDELINES AND ANY OF THE PROVISIONS STATED THEREIN MAY BE WAIVED OR ADDED TO AT THE DISCRETION OF THE PITTSBURG CITY COMMISSION.

[RLF Collateral Requirements](#)

XI. EACH APPLICANT ALSO EXPRESSLY AGREES AND UNDERSTANDS THAT THE CITY'S MONETARY PLEDGE OF MONIES FROM THE FUND AND COMMITMENTS MADE IN ANY AGREEMENT SHALL BE CONTINGENT UPON THE CITY CONTINUING TO COLLECT THE ONE-HALF CENT CITY RETAILERS' SALES TAX; AND APPLICANT ACKNOWLEDGES THAT SAID SALES TAX MAY BE DISCONTINUED AS PROVIDED BY THE PROVISIONS OF K.S.A. 12-187 et. seq. AND AMENDMENTS THERETO, AT ANY TIME.

Email Address:*

batterymart8@aol.com

* indicates required fields.

Dora L. Ware 12/21/11
Ronald F. Ware 12/21/11

Continue



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: January 17, 2012

SUBJECT: AGENDA ITEM – January 24, 2012
Final Payment and Change Order No. 1
Atkinson Municipal Airport Kansas Airport Improvement Program FY 2011
Project No. AV-2011-42; Repair Taxiways

APAC-Missouri, Inc., of Springfield, Missouri, has completed all work on the above-referenced project and is now requesting final payment in the amount of \$21,837.24. The contractor has also submitted a change order for consideration. This change order provides for quantity adjustments for additional repairs performed on the taxiway and reflects an increase of \$13,273.37 making a new contract construction amount of \$179,164.17. This project is funded in part by a grant of 50% up to \$88,350.00 from the KDOT Division of Aviation. The City's funds were approved to be taken from Revolving Loan Funds.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 24, 2012. Action necessary will be approval or disapproval of Change Order No. 1 reflecting an increase of \$13,273.37 and final payment due the contractor in the amount of \$21,837.24.

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

Attachment: Final Payment Documents

cc: Tammy Nagel, City Clerk
Project File
Memo File

PROJECT: ATKINSON MUNICIPAL AIRPORT
 KANSAS AIRPORT IMPROVEMENT PROGRAM FY 2011
 PROJECT NO. AV-2011-41; REPAIR TAXIWAYS

DATE: December 2, 2011

PETITION AMOUNT: \$ _____
 TEMPORARY NOTES: \$ _____
 CONTRACTOR: APAC-MISSOURI, INC.

PERIODIC ESTIMATE NO. Final

ADDRESS: 4580 W. Calhoun, P.O. Box 1187
 Springfield, Missouri 65801

ORIGINAL CONTRACT CONSTRUCTION AMOUNT \$165,890.80
 CHANGE ORDER NO. 1 THRU 1 \$+13,273.37
 NEW CONTRACT CONSTRUCTION AMOUNT \$179,164.17

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	C.O. QUANTITY	TOTAL QUANTITY	NEW CONST. AMOUNT	UNITS COMP.	VALUE
1	Mobilization	1	L.S.	\$3,750.00	\$ 3,750.00				1	\$ 3,750.00
2	Contractor Staking	1	L.S.	\$1,765.00	\$ 1,765.00				1	\$ 1,765.00
3	Traffic Control	1	L.S.	\$3,120.00	\$ 3,120.00				1	\$ 3,120.00
4	Asphalt Pavement Repair	1,518	S.Y.	\$ 38.40	\$58,291.20	+241.20	1,759.20	\$67,553.28	1,759.20	\$67,553.28
5	5' Concrete Valley Gutter	68	S.Y.	\$ 48.00	\$ 3,264.00		72.10	\$ 3,460.80	72.10	\$ 3,460.80
6	8' Concrete Valley Gutter	128	S.Y.	\$ 47.25	\$ 6,048.00	- 6.00	122.00	\$ 5,764.50	122.00	\$ 5,764.50
7	Grip Flex	14,004	S.Y.	\$ 6.15	\$86,124.60	+653.90	14,657.90	\$90,146.09	14,657.90	\$90,146.09
8	Pavement Marking (4" Yellow)	784	L.F.	\$ 4.50	\$ 3,528.00	+ 17.00	801.00	\$ 3,604.50	801.00	\$3,604.50

TOTAL VALUE OF WORK DONE AND MATERIALS ON HAND..... \$ 179,164.17
 PERCENT RETAINED (10%)..... \$ 0.00
 OTHER DEDUCTIONS (SPECIFY)..... \$ _____
 TOTAL OF PREVIOUS ESTIMATES..... \$157,326.93
 TOTAL DEDUCTIONS.....

AMOUNT DUE CONTRACTOR ON THIS ESTIMATE..... \$ 21,837.24

ACCEPTED BY: David B. Anderson
 David B. Anderson, Vice President

SUBMITTED BY: Greg Haysler
 Greg Haysler, Public Works Supervisor

DATE: January 3, 2012

APPROVED BY: William A. Beasley
 William A. Beasley, Director of Public Works

DATE OF APPROVAL BY CITY COMMISSION: _____

CHANGE ORDER FORM

PROJECT: ATKINSON MUNICIPAL AIRPORT
 KANSAS AIRPORT IMPROVEMENT PROGRAM FY 2011
 PROJECT NO. AV-2011-41; REPAIR TAXIWAYS

DATE: December 2, 2011

PETITION AUTHORIZED AMOUNT \$ _____
 TEMPORARY NOTES AUTHORIZED \$ _____
 CONTRACT BIDS RECEIVED: _____
CONTRACTOR: APAC-MISSOURI, INC.

CHANGE ORDER NO.: 1

ORIGINAL CONTRACT CONSTRUCTION AMOUNT
CHANGE ORDER NO. 1 THRU 1
NEW CONSTRUCTION AMOUNT

\$165,890.80
 \$+13,273.37
 \$179,164.17

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
4	Asphalt Pavement Repair	+241.20	S.Y.	\$38.40	+\$9,262.08
5	5' Concrete Valley Gutter	+ 4.10	S.Y.	\$48.00	+\$ 196.80
6	8' Concrete Valley Gutter	- 6.00	S.Y.	\$47.25	- \$ 283.50
7	Grip Flex	+653.90	S.Y.	\$ 6.15	+\$4,021.49
8	Pavement Marking (4" Yellow)	+ 17	L.F.	\$ 4.50	+\$ 76.50

TOTAL CHANGE ORDER NO. 1
NEW CONTRACT CONSTRUCTION AMOUNT
ENGINEERING AND INSPECTION (10%)
LEGAL AND ADMINISTRATIVE (5%)
NEW PROJECT TOTAL

\$+13,273.37
 \$179,164.17
 \$
 \$
 \$179,164.17

ACCEPTED BY: David B Anderson
 David B. Anderson, Vice President

DATE: January 3, 2012

SUBMITTED BY: Greg Hardister
 Greg Hardister, Public Works Supervisor

APPROVED BY: William A. Beasley
 William A. Beasley, Director of Public Works

DATE OF APPROVAL BY CITY COMMISSION: _____

FINAL PAYMENT DUE CONTRACTOR

Date: December 2, 2011

PROJECT NO. ATKINSON MUNICIPAL AIRPORT
 KANSAS AIRPORT IMPROVEMENT PROGRAM FY 2011
 PROJECT NO. AV-2011-41; REPAIR TAXIWAYS

PETITION AUTHORIZED AMOUNT \$ _____
 TEMPORARY NOTES AUTHORIZED \$ _____
 CONTRACTOR: APAC-MISSOURI, INC.

ORIGINAL CONTRACT CONSTRUCTION AMOUNT \$ 165,890.80

Change Order No. <u>1</u>	Dated <u>12-02-11</u>	(show plus or minus)	\$ <u>13,273.37</u>
Change Order No. _____	Dated _____	(show plus or minus)	\$ _____
Change Order No. _____	Dated _____	(show plus or minus)	\$ _____
Change Order No. _____	Dated _____	(show plus or minus)	\$ _____
Change Order No. _____	Dated _____	(show plus or minus)	\$ _____

TOTAL CONSTRUCTION COST..... \$ 179,164.17

Less Previous Payments..... \$ 157,326.93

BALANCE DUE CONTRACTOR (FINAL PAYMENT)..... \$ 21,837.24

Accepted by: David B. Anderson
 David B. Anderson, Contractor Vice President

Submitted by: Greg Hardister
 Greg Hardister, Public Works Supervisor

Date: January 3, 2012

Approved by: William A. Beasley
 William A. Beasley, Director of Public Works

Date of Approval by City Commission: _____

TO: CITY CLERK
CITY OF PITTSBURG
PITTSBURG, KANSAS 66762

PROJECT: ATKINSON MUNICIPAL AIRPORT KANSAS
AIRPORT IMPROVEMENT PROGRAM FY 2011
PROJECT NO. AV-2011-42: REPAIR TAXIWAYS

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

State of Kansas , Missouri <u>Greene</u> County	Contractor: <u>APAC - MISSOURI, INC.</u>
On this <u>3rd</u> day of <u>January</u> , 200 <u>12</u> , before me, a Notary Public in and for the aforementioned County and State, personally appeared <u>David B. Anderson</u> , to me known to be the identical person who executed the above statement.	By: <u><i>David B. Anderson</i></u> <u>David B. Anderson</u>
<u><i>Ronda Stidham</i></u> Notary Public	Title: <u>Vice President</u>
My Commission Expires: <u>12/19/14</u>	Seal: _____ (If Corporate)

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

IN WITNESS this 19TH day of DECEMBER, 2011.

(SEAL):

FEDERAL INSURANCE COMPANY

Tina Davis
Signature of Authorized Representative

ATTORNEY-IN-FACT TINA DAVIS

RESIDENT AGENT N/A

cc: Engineering Division



**Chubb
Surety**

**POWER
OF
ATTORNEY**

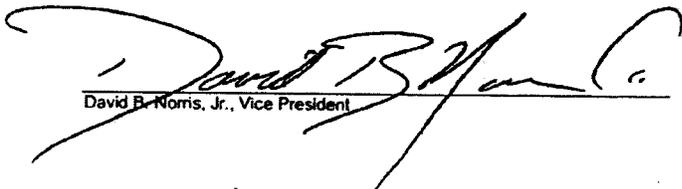
**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lindsey Gates and Lisa Hall of Salt Lake City, Utah and Melanie Walker of Tulsa, Oklahoma -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations. In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 5th day of July, 2011.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 5th day of July, 2011 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr. and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014**


Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

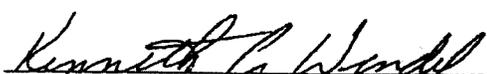
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 19TH day of DECEMBER, 2011




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

PARTIAL RELEASE AND LIEN WAIVER

In consideration and effective upon receipt of Ck# 166266 & 166734 in the amount of ONE HUNDRED FIFTY-SEVEN THOUSAND THREE HUNDRED TWENTY-SIX DOLLARS AND NINETY-THREE CENTS (\$157,326.93) paid or to be paid for labor or materials, or both, furnished in connection with that certain construction project known as ATKINSON MUNICIPAL AIRPORT, JOB# 603839, APAC MISSOURI Inc., to the extent of such payment, releases CITY OF PITTSBURG, KANSAS (contractor or owner) from the obligation to make such payment, and waives and releases any lien or lien rights it may have to secure collection of such payment. This is a partial release and waiver only, and does not operate to release or waive any rights in connection with sums owed or to be owed in excess of the above-described consideration.

Dated this 4TH day of JANUARY 20 12.

WITNESS:

APAC-MISSOURI INC.

Loraine Taylor

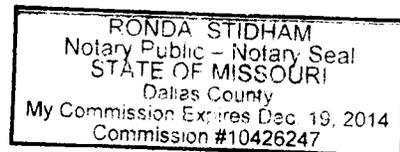
By: David B Anderson
Title: Vice President

STATE OF MISSOURI ;

COUNTY OF GREENE ;

SUBSCRIBED and SWORN to before me on the 4TH day of JANUARY 20 12, in witness whereof I hereunto subscribe my name and attach the seal of my office.

Ronda Stidham
Notary Public



My Commission Expires: DECEMBER 19, 2014

STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

201 W 4th St
Street Address

Pittsburg
City

KS
State

66762
Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under Exemption Certificate Number 0000024459, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

APAC-Missouri, Inc.
Contractor / Subcontractor

4580 W. Calhoun, P.O. Box 1187
P.O. Box and/or Street Number and Name

Springfield, Missouri 65801
City, State Zip

Wendy B. Anderson
Signature and Title of Authorized Representative

1/4/12
Date

INSTRUCTIONS

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

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS	R	1/06/2012			167009		1,861.86
0225	KDOR	R	1/06/2012			167011		10,106.91
1	HARPER, WILLIAM	R	1/06/2012			167012		169.50
6745	JAIME VERREN	R	1/06/2012			167013		14.00
6813	KDHE	R	1/06/2012			167014		130.00
4052	TRAVELERS	R	1/12/2012			167051		3,241.50
6800	CHARLES D NIEGSCH	R	1/13/2012			167052		10,468.41
0523	AT&T	R	1/13/2012			167053		5,993.34
6816	DEFFENBAUGH OF ARKANSAS LLC	R	1/13/2012			167056		801.00
6817	LYNN JENKINS OFFICE SUPPLY ACC	R	1/13/2012			167058		81.00
0175	REGISTER OF DEEDS	R	1/13/2012			167059		9.30
6734	KYLE ROBISON	R	1/13/2012			167060		325.17
0188	SECRETARY OF STATE	R	1/13/2012			167061		322.20
5589	VERIZON WIRELESS	R	1/13/2012			167062		5,036.62
1108	WESTAR ENERGY	R	1/13/2012			167067		66,852.36
6154	4 STATE MAINTENANCE SUPPLY INC	R	1/17/2012			167070		81.26
2876	A-PLUS CLEANERS & LAUNDRY	R	1/17/2012			167071		39.60
2004	AIRE MASTER	R	1/17/2012			167072		15.00
6513	B&J FOOD SERVICE EQUIPMENT	R	1/17/2012			167073		30.00
6192	KATHLEEN CERNE	R	1/17/2012			167074		600.00
1991	CHIEF STATE BOILER INSPECTOR	R	1/17/2012			167075		30.00
0118	FED EX	R	1/17/2012			167076		575.72

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6802	JOPLIN CONCRETE	R	1/17/2012			167077		1,925.00
5770	JOPLIN FREIGHTLINER SALES INC	R	1/17/2012			167078		218.26
5248	KCDAA	R	1/17/2012			167079		365.00
6656	KNIPP EQUIPMENT INC	R	1/17/2012			167080		583.00
1	MANCUSO, MICHAEL J	R	1/17/2012			167081		229.00
4266	MIDWEST DRAIN EQUIPMENT	R	1/17/2012			167082		165.90
3434	PITTSBURG SUNRISE ROTARY	R	1/17/2012			167083		192.00
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	1/17/2012			167084		1,221.24
4839	VAN BECELAERE MACHINE WORKS, I	R	1/17/2012			167085		460.00
1108	WESTAR ENERGY	R	1/17/2012			167086		70.20
0011	AMERICAN ELECTRIC INC	E	1/11/2012			999999		138.80
0012	ANDERSON CAR & TRACTOR CORPORA	E	1/11/2012			999999		551.97
0039	BATTERY MART INC	E	1/11/2012			999999		88.67
0044	CRESTWOOD COUNTRY CLUB	E	1/11/2012			999999		235.18
0046	ETTINGERS OFFICE SUPPLY	E	1/11/2012			999999		4,373.12
0054	JOPLIN SUPPLY COMPANY	E	1/11/2012			999999		1,153.14
0055	JOHN'S SPORT CENTER	E	1/11/2012			999999		215.78
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	1/11/2012			999999		655.50
0063	LOCKE WHOLESALE SUPPLY	E	1/11/2012			999999		56.38
0064	MATADORE CO	E	1/11/2012			999999		60.20
0068	BROOKS PLUMBING LLC	E	1/11/2012			999999		341.48
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	1/11/2012			999999		94.76

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0078	SUPERIOR LINEN SERVICE	E	1/11/2012			999999		178.19
0083	WATER PRODUCTS INC	E	1/11/2012			999999		2,438.51
0087	FORMS ONE	E	1/11/2012			999999		2,697.75
0101	BUG-A-WAY INC	E	1/11/2012			999999		75.00
0105	PITTSBURG AUTOMOTIVE INC	E	1/11/2012			999999		1,833.98
0112	MARRONES INC	E	1/11/2012			999999		456.00
0117	THE MORNING SUN	E	1/11/2012			999999		784.74
0129	PROFESSIONAL ENGINEERING CONSU	E	1/11/2012			999999		41,947.21
0133	JIM RADELL CONSTRUCTION INC	E	1/11/2012			999999		12,311.36
0145	BROADWAY LUMBER COMPANY, INC.	E	1/11/2012			999999		241.55
0154	BLUE CROSS & BLUE SHIELD	D	1/06/2012			999999		27,024.60
0154	BLUE CROSS & BLUE SHIELD	D	1/13/2012			999999		27,773.57
0163	O'REILLY AUTOMOTIVE INC	E	1/11/2012			999999		177.07
0183	PRO-PRINT INC	E	1/11/2012			999999		40.00
0199	KIRKLAND WELDING SUPPLIES	E	1/11/2012			999999		100.01
0200	SHERWIN WILLIAMS COMPANY	E	1/11/2012			999999		194.83
0224	KDOR	D	1/09/2012			999999		5,623.30
0292	UNIFIRST CORPORATION	E	1/11/2012			999999		51.51
0300	PITTSBURG FORD-MERCURY, INC.	E	1/11/2012			999999		267.60
0328	KANSAS ONE-CALL SYSTEM INC	E	1/11/2012			999999		194.60
0329	O'MALLEY IMPLEMENT CO INC	E	1/11/2012			999999		20.21
0332	PITTCRAFT PRINTING	E	1/11/2012			999999		283.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0335	CUSTOM AWARDS PLUS INC	E	1/11/2012			999999		20.00
0337	CROSS-MIDWEST TIRE	E	1/11/2012			999999		1,230.73
0339	GENERAL MACHINERY	E	1/11/2012			999999		1,857.07
0345	VICTOR L PHILLIPS CO	E	1/11/2012			999999		663.95
0364	CRAWFORD COUNTY SHERIFF	E	1/11/2012			999999		2,780.00
0375	CONVENIENT WATER COMPANY	E	1/11/2012			999999		25.00
0420	CONTINENTAL RESEARCH CORP	E	1/11/2012			999999		245.07
0434	UNITED LABORATORIES	E	1/11/2012			999999		187.15
0438	SEWERS, DRAINS & MORE	E	1/11/2012			999999		115.00
0444	ROBERT BRENT LINDER	E	1/11/2012			999999		6,973.76
0504	LYNN PEAVEY COMPANY	E	1/11/2012			999999		167.40
0530	THYSSENKRUPP CORPORATION	E	1/11/2012			999999		729.42
0534	TYLER TECHNOLOGIES	E	1/11/2012			999999		390.00
0589	BERRY TRACTOR & EQUIPMENT	E	1/11/2012			999999		1,092.51
0627	BOETTCHER SUPPLY INC	E	1/11/2012			999999		200.52
0659	PAYNES INC	E	1/11/2012			999999		437.46
0669	RANDY VILELA	E	1/13/2012			999999		3,961.00
0704	NEPTUNE RADIATOR AND AUTO	E	1/11/2012			999999		471.22
0709	BATES SALES COMPANY INC	E	1/11/2012			999999		122.49
0710	HOLLAND ALIGNMENT	E	1/11/2012			999999		376.75
0751	ULTRA-CHEM INC	E	1/11/2012			999999		153.75
0785	REDICO INDUSTRIAL SUPPLY INC	E	1/11/2012			999999		202.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0823	TOUCHTON ELECTRIC INC	E	1/11/2012			999999		372.64
0867	CUMMINS CENTRAL POWER LLC	E	1/11/2012			999999		119.67
1141	THE G W VAN KEPPEL COMPANY	E	1/11/2012			999999		91.74
1327	KBI	D	1/17/2012			999999		140.00
1378	WHITE STAR	E	1/11/2012			999999		2,667.92
1478	KANSASLAND TIRE OF PITTSBURG	E	1/11/2012			999999		1,690.31
1490	ESTHERMAE TALENT	E	1/11/2012			999999		50.00
1631	EVERYTHING SEW SEW	E	1/11/2012			999999		87.00
1923	AUTOZONE	E	1/11/2012			999999		30.97
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	1/11/2012			999999		2,379.08
2027	COLLEEN BROOKS	E	1/11/2012			999999		50.00
2126	BUILDING CONTROLS & SERVICE IN	E	1/11/2012			999999		1,281.91
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	1/11/2012			999999		25,118.87
2960	PACE ANALYTICAL SERVICES INC	E	1/11/2012			999999		589.00
3126	W.W. GRAINGER, INC	E	1/11/2012			999999		594.45
3192	MUNICIPAL CODE CORP	E	1/11/2012			999999		301.27
3248	AIRGAS USA LLC	E	1/11/2012			999999		2,559.81
3261	PITTSBURG AUTO GLASS	E	1/11/2012			999999		5,061.00
3570	AMERICAN EXPRESS	D	1/04/2012			999999		221.20
3571	LARRY'S DIESEL REPAIR LLC	E	1/11/2012			999999		233.35
3802	BRENNTAG MID-SOUTH INC	E	1/11/2012			999999		1,805.40
3971	FASTENAL COMPANY	E	1/11/2012			999999		164.68

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3972	WASHINGTON ELECTRONICS INC	E	1/11/2012			999999		32.00
4072	MERCHANT E-SOLUTIONS	D	1/04/2012			999999		175.13
4133	T.H. ROGERS HOMECENTER	E	1/11/2012			999999		497.52
4186	KEN WILKERSON	E	1/11/2012			999999		1,980.00
4310	KANSAS CONCRETE CUTTING INC	E	1/11/2012			999999		650.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	1/11/2012			999999		495.96
4447	CMC INC	E	1/11/2012			999999		410.90
4501	JAMES D PATTERSON	E	1/11/2012			999999		50.00
4520	ETS CORPORATION	D	1/04/2012			999999		4,092.71
4702	GEORGE WARD	E	1/11/2012			999999		2,400.00
4722	KAN-RVT	E	1/11/2012			999999		123.50
4766	ACCURATE ENVIRONMENTAL	E	1/11/2012			999999		1,177.39
5275	US LIME COMPANY-ST CLAIR	E	1/11/2012			999999		3,788.28
5295	SPRINGFIELD BLUEPRINT	E	1/11/2012			999999		171.88
5391	CLEAVER FARM & HOME	E	1/11/2012			999999		139.68
5420	AQUIONICS INC	E	1/11/2012			999999		764.39
5552	NATIONAL SIGN CO INC	E	1/11/2012			999999		166.20
5566	VINYLPLEX INC	E	1/11/2012			999999		1,136.80
5590	HD SUPPLY WATERWORKS LTD	E	1/11/2012			999999		32,040.50
5617	AMERICAN PUBLIC WORKS ASSOCIAT	E	1/11/2012			999999		149.00
5635	LASER EQUIPMENT INC	E	1/11/2012			999999		84.00
5668	COUNTRYSIDE ANIMAL HOSPITAL OF	E	1/11/2012			999999		251.88

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5746	LAYNE CHRISTENSEN COMPANY	E	1/11/2012			999999		69,358.00
5800	INFRASTRUCTURE TECHNOLOGIES LL	E	1/11/2012			999999		1,500.00
5855	SHRED-IT USA INC	E	1/11/2012			999999		149.18
5904	TASC	D	1/06/2012			999999		7,788.47
5907	BREATHING AIR SERVICES INC	E	1/11/2012			999999		210.00
6118	CHOICE TECHNOLOGY LLC	E	1/11/2012			999999		320.00
6175	HENRY C MENGHINI	E	1/11/2012			999999		240.00
6203	SOUTHWEST PAPER CO INC	E	1/11/2012			999999		177.83
6262	CLEAN THE UNIFORM COMPANY	E	1/11/2012			999999		541.95
6309	TAMMY FRYE	E	1/11/2012			999999		800.00
6402	BEAN'S TOWING & AUTO BODY	E	1/11/2012			999999		442.50
6524	ELLIOTT EQUIPMENT CO	E	1/11/2012			999999		470.92
6741	STACEY DARROW	E	1/11/2012			999999		560.00
6789	GARY WAYNE HOLLAND	E	1/17/2012			999999		2,404.24

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		32	112,214.35	0.00	112,214.35
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		8	72,838.98	0.00	72,838.98
EFT:		106	263,634.21	39.79CR	263,594.42
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	146	448,687.54	39.79CR	448,647.75
BANK: 80144	TOTALS:	146	448,687.54	39.79CR	448,647.75

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	E	1/04/2012			999999		1,251.50
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	1/04/2012			999999		7,356.53
0075	RYAN'S DRIVE-THRU CLEANER	E	1/09/2012			999999		24.40
0152	JOHN VAN GORDEN	E	1/17/2012			999999		14.98
0340	HOMER COLE COMM CTR	E	1/04/2012			999999		7,650.00
0362	SENSUS TECHNOLOGIES INC	E	1/04/2012			999999		1,452.00
0364	CRAWFORD COUNTY SHERIFF	E	1/11/2012			999999		1,266.00
0430	NATIONAL LEAGUE OF CITIES	E	1/04/2012			999999		1,861.00
0534	TYLER TECHNOLOGIES	E	1/04/2012			999999		42,146.58
0577	KANSAS GAS SERVICE	E	1/17/2012			999999		22,857.73
0643	ALLIANCE FOR TECHNOLOGY COMMER	E	1/10/2012			999999		20,387.00
0852	JEFF BROOKS	E	1/04/2012			999999		2,160.00
0866	AVFUEL CORPORATION	E	1/17/2012			999999		33,520.01
1354	INTERNATIONAL INSTITUTE OF MUN	E	1/04/2012			999999		135.00
1515	KANSAS STATE FIREFIGHTERS ASSO	E	1/17/2012			999999		50.00
1629	PITTSBURG BEAUTIFUL	E	1/04/2012			999999		2,000.00
1874	HIGHLAND MEADOWS OF KS	E	1/09/2012			999999		232.00
1982	KENNETH STOTTS	E	1/09/2012			999999		500.00
2921	CSG INTERNATIONAL	E	1/17/2012			999999		5,943.02
2945	GALAXIE BUSINESS EQUIPMENT, IN	E	1/04/2012			999999		8,411.11
2971	KERIT	E	1/04/2012			999999		87,277.00
3151	SOUTHEAST KANSAS ASSOC	E	1/09/2012			999999		50.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3668	MID AMERICA PROPERTIES OF PITT	E	1/09/2012			999999		500.00
3884	MARK D. TURNBULL	E	1/17/2012			999999		30.60
3929	MDI LIMITED PARTNERSHIP #49	E	1/09/2012			999999		600.00
4197	ESRI	E	1/04/2012			999999		3,567.21
4452	RYAN INSURANCE	E	1/04/2012			999999		198,747.00
4699	KSAFC	E	1/17/2012			999999		40.00
5252	AARON BRUMMETT	E	1/09/2012			999999		13.33
5482	JUSTIN HART	E	1/17/2012			999999		259.99
5534	SYCAMORE VILLAGE APARTMENTS	E	1/09/2012			999999		264.00
6304	CHRISTOPHER FARINACCI	E	1/09/2012			999999		13.00
6495	CIVICPLUS	E	1/04/2012			999999		4,185.00
6558	VERMONT SYSTEMS INC	E	1/04/2012			999999		1,467.50
6574	JOHN A BROOKS	E	1/09/2012			999999		50.01

** T O T A L S **	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	35	456,283.50	0.00	456,283.50
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:	35	456,283.50	0.00	456,283.50
BANK: EFT TOTALS:	35	456,283.50	0.00	456,283.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0140	A&M RENTALS	E	1/04/2012			999999		1,195.00
0266	JOHN S KUTZ	E	1/04/2012			999999		618.00
0855	CHARLES HOSMAN	E	1/04/2012			999999		537.00
0969	SEK-CAP INC	E	1/04/2012			999999		150.00
1008	BENJAMIN M BEASLEY	E	1/04/2012			999999		844.00
1231	JOHN LOVELL	E	1/04/2012			999999		280.00
1454	BETTY J WILSON	E	1/04/2012			999999		239.00
1542	LARRY SHANKS	E	1/04/2012			999999		286.00
1603	GARY SAKER	E	1/04/2012			999999		404.00
1609	PHILLIP H O'MALLEY	E	1/04/2012			999999		5,851.00
1638	VERNON W PEARSON	E	1/04/2012			999999		750.00
1649	HAROLD O'MALLEY	E	1/04/2012			999999		371.00
1688	DORA WARE	E	1/04/2012			999999		281.00
1961	DUSTIN D MAJOR	E	1/04/2012			999999		43.00
1982	KENNETH STOTTS	E	1/04/2012			999999		2,610.00
2073	BRET M BULLARD	E	1/04/2012			999999		223.00
2256	TODD MERANDO	E	1/04/2012			999999		140.00
2304	DENNIS HELMS	E	1/04/2012			999999		726.00
2339	CHRIS WINDSOR	E	1/04/2012			999999		162.00
2397	DIXIE J HEFLIN	E	1/04/2012			999999		451.00
2398	WILLIAM E SAMSON	E	1/04/2012			999999		246.00
2542	CHARLES YOST	E	1/04/2012			999999		1,723.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2624	JAMES ZIMMERMAN	E	1/04/2012			999999		1,449.00
2718	KENNETH B DUTTON	E	1/04/2012			999999		280.00
2850	VENITA STOTTS	E	1/04/2012			999999		454.00
2913	KENNETH N STOTTS JR	E	1/04/2012			999999		346.00
3002	BARBARA MINGORI	E	1/04/2012			999999		500.00
3067	STEVE BITNER	E	1/04/2012			999999		5,188.00
3082	JOHN R JONES	E	1/04/2012			999999		243.00
3114	PATRICIA BURLESON	E	1/04/2012			999999		1,132.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	1/04/2012			999999		824.00
3162	THOMAS A YOAKAM	E	1/04/2012			999999		550.00
3187	DEAN POWELL	E	1/04/2012			999999		325.00
3193	WILLIAM CROZIER	E	1/04/2012			999999		1,650.00
3218	CHERYL L BROOKS	E	1/04/2012			999999		230.00
3241	CHARLES P SIMPSON	E	1/04/2012			999999		197.00
3252	LINDA S LLOYD	E	1/04/2012			999999		635.00
3272	DUNCAN HOUSING LLC	E	1/04/2012			999999		4,257.00
3273	RICHARD F THENIKL	E	1/04/2012			999999		758.00
3294	JOHN R SMITH	E	1/04/2012			999999		650.00
3317	PHIL MARTIN	E	1/04/2012			999999		233.00
3593	REMINGTON SQUARE	E	1/04/2012			999999		8,010.00
3668	MID AMERICA PROPERTIES OF PITT	E	1/04/2012			999999		1,293.00
3708	GILMORE BROTHERS RENTALS	E	1/04/2012			999999		83.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3724	YVONNE L. ZORNES	E	1/04/2012			999999		820.00
3746	JAROLD BONBRAKE	E	1/04/2012			999999		346.00
3929	MDI LIMITED PARTNERSHIP #49	E	1/04/2012			999999		5,758.00
3978	TBSW HOLDINGS, LLC	E	1/04/2012			999999		195.00
4154	JOSEPH L. BOURNONVILLE	E	1/04/2012			999999		352.00
4177	MT RENTALS	E	1/04/2012			999999		289.00
4218	MEADOWLARK TOWNHOUSES	E	1/04/2012			999999		2,230.00
4308	KENNETH BATEMAN	E	1/04/2012			999999		451.00
4492	PITTSBURG SENIORS	E	1/04/2012			999999		3,698.00
4546	C & M PROPERTIES LLC	E	1/04/2012			999999		65.00
4564	TERRY L SIMPSON	E	1/04/2012			999999		390.00
4828	LINDA G MARTINSON	E	1/04/2012			999999		154.00
4928	PITTSBURG STATE UNIVERSITY	E	1/04/2012			999999		491.00
5035	ZACK QUIER	E	1/04/2012			999999		565.00
5039	VANETA MATHIS	E	1/04/2012			999999		267.00
5323	JAMES F HUEBNER	E	1/04/2012			999999		371.00
5393	CARLOS ANGELES	E	1/04/2012			999999		1,028.00
5549	DELBERT BAIR	E	1/04/2012			999999		274.00
5583	ROBERT L NANKIVELL SR	E	1/04/2012			999999		101.00
5653	PEGGY HUNT	E	1/04/2012			999999		159.00
5660	HERBERT WARING	E	1/04/2012			999999		156.00
5676	BARBARA TODD	E	1/04/2012			999999		80.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5806	GARY M WILKINSON	E	1/04/2012			999999		235.00
5817	JAMA ENTERPRISES LLP	E	1/04/2012			999999		256.00
5854	ANTHONY A SNYDER	E	1/04/2012			999999		279.00
5885	CHARLES T GRAVER	E	1/04/2012			999999		467.00
5896	HORIZON INVESTMENTS GROUP INC	E	1/04/2012			999999		36.00
5897	NIESE WOODY-FAIR	E	1/04/2012			999999		450.00
5906	JOHN HINRICHS	E	1/04/2012			999999		186.00
5939	EDNA R TRENT	E	1/04/2012			999999		222.00
5961	LARRY VANBECELAERE	E	1/04/2012			999999		302.00
6002	SALLY THRELFALL	E	1/04/2012			999999		243.00
6032	TIM J. RIDGWAY	E	1/04/2012			999999		1,375.00
6073	REBECCA FOSTER	E	1/04/2012			999999		391.00
6090	RANDAL BENNEFELD	E	1/04/2012			999999		822.00
6108	TILDEN BURNS	E	1/04/2012			999999		306.00
6130	T & K RENTALS LLC	E	1/04/2012			999999		904.00
6150	JAMES L COX	E	1/04/2012			999999		824.00
6155	HOUSING AUTHORITY OF DEKALB CO	E	1/04/2012			999999		760.80
6161	MICHAEL J STOTTS	E	1/04/2012			999999		125.00
6172	ANDREW A WACHTER	E	1/04/2012			999999		797.00
6186	TROY ROSENSTIEL	E	1/04/2012			999999		514.00
6284	FRED TWEET	E	1/04/2012			999999		292.00
6294	RONALD E WUERDEMAN	E	1/04/2012			999999		423.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6295	DAVID L PETERSON	E	1/04/2012			999999		262.00
6298	KEVAN L SCHUPBACH	E	1/04/2012			999999		4,298.00
6300	MARTY STAHL	E	1/04/2012			999999		223.00
6306	BALKANS DEVELOPMENT LLC	E	1/04/2012			999999		88.00
6314	PARKVIEW HOUSING INC	E	1/04/2012			999999		770.00
6317	RONALD L EMERSON	E	1/04/2012			999999		176.00
6322	R JAMES BISHOP	E	1/04/2012			999999		365.00
6333	JANA DALRYMPLE	E	1/04/2012			999999		401.00
6380	WAYNE E THOMPSON	E	1/04/2012			999999		555.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	1/04/2012			999999		1,572.20
6394	KEVIN HALL	E	1/04/2012			999999		386.00
6441	HEATHER D MASON	E	1/04/2012			999999		1,040.00
6442	MELISSA BERMAN	E	1/04/2012			999999		466.00
6443	MEDICALODGES INC	E	1/04/2012			999999		162.00
6446	HUTCHINS RENTAL TRUST ACCOUNT	E	1/04/2012			999999		572.00
6507	MARTHA E MOORE	E	1/04/2012			999999		499.00
6540	LESTER JONES	E	1/04/2012			999999		260.00
6603	BRENT COULTER	E	1/04/2012			999999		301.00
6624	WADE M CAPLINGER	E	1/04/2012			999999		475.00
6628	SEAN HALL	E	1/04/2012			999999		308.00
6633	CHRISTINA OBERLE	E	1/04/2012			999999		265.00
6647	MICHAEL A SMITH	E	1/04/2012			999999		700.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6657	OZARKS AREA COMMUNITY ACTION C	E	1/04/2012			999999		455.10
6673	JUDIITH A COLLINS	E	1/04/2012			999999		275.00
6694	DELBERT BAIR	E	1/04/2012			999999		343.00
6708	CHARLES MERTZ	E	1/04/2012			999999		504.00
6724	ROBERT MCCAULEY	E	1/04/2012			999999		402.00
6726	JEPSON HOLDINGS LLC	E	1/04/2012			999999		362.00
6753	REBECCA SPONSEL	E	1/04/2012			999999		550.00
6763	BRETT A WARY	E	1/04/2012			999999		438.00
6769	DAVID SIMPSON	E	1/04/2012			999999		226.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	119	93,566.10	0.00	93,566.10
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: HAP TOTALS:	119	93,566.10	0.00	93,566.10
BANK: HAP TOTALS:	119	93,566.10	0.00	93,566.10

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	1/06/2012			000000		13,456.62
0321	KP&F	D	1/06/2012			000000		36,008.01
0728	ICMA	D	1/06/2012			000000		1,327.30
1050	KPERS	D	1/06/2012			000000		27,753.57
3147	INTERNAL REVENUE SERVICE	D	1/06/2012			000000		64,432.70
6415	ING FINANCIAL ADVISORS	D	1/06/2012			000000		4,598.47
6627	AMERICAN FUNDS SERVICE COMPANY	D	1/06/2012			000000		230.77
0349	UNITED WAY OF CRAWFORD COUNTY	R	1/06/2012			167001		149.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	1/06/2012			167002		209.28
2228	KANSAS PAYMENT CENTER	R	1/06/2012			167003		2,187.04
2577	OK CENTRALIZED SUPPORT RE	R	1/06/2012			167004		314.06
6135	MCNEARNEY & ASSOCIATES LLC	R	1/06/2012			167005		220.47
6521	FIRST MUTUAL BANK	R	1/06/2012			167006		239.38
6699	US TREASURY	R	1/06/2012			167007		50.00
6700	KDOR	R	1/06/2012			167008		50.00
0028	PAYROLL CLEARING	E	1/06/2012			999999		81,799.87

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8	3,419.23	0.00	3,419.23
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	147,807.44	0.00	147,807.44
EFT:	1	81,799.87	0.00	81,799.87
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:	16	233,026.54	0.00	233,026.54
BANK: PY	TOTALS:		16	233,026.54	0.00	233,026.54
REPORT TOTALS:			316	1,231,563.68	39.79CR	1,231,523.89

Passed and approved this 24th day of January, 2012.

Marty Beezley, Mayor

ATTEST:

Tammy Nagel, City Clerk



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: January 17, 2012

SUBJECT: AGENDA ITEM – January 24, 2012
Recommendation of the Planning and Zoning Commission
Request for Conditional Use

The Planning and Zoning Commission, in its meeting of December 19, 2011, considered a request submitted by Ilario Andrades, for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a (Spanish) church to locate in an existing building at 1617 N. Walnut. This church has been looking for a location for the past few years. They have found a space to lease that meets both their requirements and the City's requirements. The church will be leasing 1617 N. Walnut. It is the north 25' of the building (north 1/3 of the building [right-hand side]) as shown in the top photo below. Surrounding businesses are the *Childcare and Family Resource Center* (on the west side of Walnut Street); and a hearing aid center, a tailor shop, and a beauty salon (on the east side of Walnut Street).

The following criteria are considered when a change of zoning case is heard. Although these criteria are not required when considering a Conditional Use, they are used as a guideline when considering one.

1. **Character of the neighborhood.** The property and surrounding area is zoned CP-2 Planned General Commercial. It consists of small commercial buildings (approximately 3,000 sq. ft. in size) and is located directly across the street from the former Census Bureau office building that is now the *Childcare and Family Resource Center*. The immediate area is already commercialized with small scale businesses.

MEMO TO: JOHN D. VANGORDEN
JANUARY 17, 2012
PAGE TWO



2. **Zoning and uses of nearby properties.** This property and the surrounding area is zoned CP-2 Planned General Commercial. There are a variety of low intensity commercial businesses surrounding this location. About one block to the north, residential zoning begins. To the south of this location, there is a mixture of industrial, commercial and residential zoning and uses.

MEMO TO: JOHN D. VANGORDEN
JANUARY 17, 2012
PAGE THREE

3. **Suitability of the subject property for the uses to which it is being considered.**
The property is suitable for a Conditional Use permit for a church of this size.
4. **Length of time the subject property has remained vacant as zoned.** Property is not vacant. Existing buildings were constructed around the late 1970's.
5. **The extent to which removal of the restrictions will detrimentally affect the nearby property.** The church should have no effect on the existing businesses. Services are held 3 to 4 evenings during the week and on Sunday afternoon. Generally speaking, these meetings are held at times when the surrounding businesses are closed.
6. **Relative gain to public health, safety, & welfare.** HS&W of the public will not be affected.
7. **Recommendation of professional staff.** APPROVE.
8. **Conformance to Master Plan.** Conforms. This is a great location for this church; it is located in a small scale commercial area that abuts a residential district.

After reviewing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **APPROVAL** of this request. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 24, 2012. Action necessary will be for the Governing Body to consider the recommendation of the Planning and Zoning Commission and, if they are in agreement with the recommendation as provided, approve the request. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a simple majority, may deny the request or send it back to the Planning and Zoning Commission for further consideration.

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



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

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Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: TODD KENNEMER
Assistant Director of Public Works

DATE: January 17, 2012

SUBJECT: AGENDA ITEM – January 24, 2012
Resolution of Support
Red-Wood Development, Inc. – 2700 Block North Walnut

Red-Wood Development, Inc. is planning to file a housing tax credit application with the Kansas Housing Resources Corporation for the construction of affordable rental senior housing located in the 2700 Block of North Walnut. They are proposing a 36-unit complex for senior citizens. The building will be single story four-plexes and six-plexes. There is to be 30 one bedroom units and 6 two bedroom units. As part of their application, Red-Wood Development, Inc. would like to include a letter of support from the City indicating there is a need for senior citizen residential development. This is the same development plan that was approved last year; however, the Red-wood Development offices and their documents were destroyed in the Joplin tornado of May 2011.

In this regard would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 24, 2012. Action necessary will be approval or disapproval of the request and, if approved, authorize the Mayor to sign the attached Resolution of Support and accompanying letter.

Attachment: Property Proposal, Resolution, Letter of Support.

cc: Tammy Nagel, City Clerk
Bill Beasley, Director of Public Works
Building File
Memo File

Property Proposal
Pittsburg Heights, L.P.

Pittsburg Heights, L.P., located at approximately the 2700 Block of N. Walnut in Pittsburg, Kansas, is a proposed 36-unit elderly apartment complex with 30 one bedroom units and 6 two bedroom units (2 units will be handicapped accessible), using a USDA Rural Development Section “515” loan, a USDA Rural Housing Service Section “538” loan, tax credit equity, and deferred developers fee. The site is located in Crawford County with median income less than the statewide non-metro average, and outside a Metropolitan Statistical Area. The complex will be near Pittsburg Seniors, L.P., close to the Wal-Mart Supercenter, in a very desirable area.

The surrounding grounds will include a garden area, picnic tables, benches, BBQ grills, and extensive landscaping. The green area will have paved sidewalks and walking paths. Security lighting will be installed throughout the courtyard. General exterior construction will include brick and vinyl siding, well-lit parking areas (76 spaces), storage areas, and patios.

General interior construction will include, but not be limited to the following:

- | | |
|--|------------------------------|
| *Central heat and air | *Washer/Dryer hookups |
| *Hardwired smoke alarms | *Internet access ready |
| *Dishwashers | *Ample closets and storage |
| *Ceiling fans in living rooms and bedrooms | *Insulated doors and windows |
| *Microwave ovens | *Energy Star appliances |

This complex will provide affordable, quality housing to residents in the Pittsburg community. Proposed rents are below the County’s fair market rent (FMR) level. Construction will be financed through Bank of Oklahoma and will begin in July 2012. Estimated completion will be in March 2013. USDA Rural Development will provide permanent financing with a \$1,000,000 Section “515” loan, along with guaranteeing a Section “538” \$470,000 permanent loan from Bank of Oklahoma. CRA Investments, LLC will provide equity financing.

RESOLUTION NO. 1118

WHEREAS, the City of Pittsburg, Kansas has been informed by Ralph F. Schroeder and Red-Wood Development, Inc. that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the construction of affordable rental housing for senior citizens located at approximately the 2700 Block of N. Walnut, Pittsburg, Kansas, with a legal description as follows:

Lot 4, Schroeder Acres Subdivision, Pittsburg, Kansas.

WHEREAS, this housing development will contain 36 units;

WHEREAS, the units will be targeted to senior citizen residents;

WHEREAS, the development will be new construction;

WHEREAS, the property will have the following amenities: central heat and air, refrigerator, range, mini-blinds, ceiling fans, carpet and vinyl, recreational activities, internet access, garden area, paved walking paths, outdoor seating and benches.

NOW, THEREFORE, BE IT RESOLVED by the City of Pittsburg Governing Body, that we support and approve the development of the aforesaid housing in our community, subject to City ordinances and the building permit process. This Resolution is effective until March 1, 2013. In the event that any of the characteristics mentioned above shall change prior to the issuance of a building permit, this Resolution is null and void.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this 24th day of January, 2012.

Mayor – Marty Beezley

ATTEST:

City Clerk – Tammy Nagel



MAYOR

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

January 24, 2012

Mr. Rick Schroeder, President
Red-Wood Development, Inc.
3609 E. 20th Street
Joplin, Missouri 64801

**RE: Pittsburg Heights, L.P. – 36 Units – Senior Apartments
City of Pittsburg, Crawford County, Kansas**

Dear Mr. Schroeder:

The City of Pittsburg's Housing Needs Assessment indicates the City is in need of affordable housing. The community leaders of Pittsburg support the endeavors of any company who can bring new housing into the community.

The proposed project would enhance the availability of affordable senior housing in the City of Pittsburg. The additional housing units would help in meeting demands outlined in the Housing Needs Assessment.

The proposed location is on the north side of town near a major shopping area, which includes grocery, pharmacy, banking, home center, and other various businesses. Access to existing medical facilities from this site is reasonable.

Available land inside the City limits of Pittsburg suitable for development is limited especially with accessible utilities and roads. Ideal locations are cost prohibitive for development. Public water and public sanitary sewer is located at, and will serve this site. This site is located in an area that is in the process of developing.

The site is zoned medium density residential which allows the construction of this type of housing project.

RICK SCHROEDER
JANUARY 24, 2012
PAGE TWO

The City of Pittsburg encourages housing development, especially when it involves reputable companies. The City supports housing development in the community and is encouraged by the interest of Red-Wood Development, Inc.

Sincerely,

THE CITY OF PITTSBURG

Marty Beezley
Mayor

cc: John VanGorden, Interim City Manager
Todd Kennemer, Assistant Director of Public Works
Deena Hallacy, Community Development Specialist
City Commissioners
Building File



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: January 17, 2012

SUBJECT: AGENDA ITEM – January 24, 2012
City Radio Tower – 1st and Locust

Originally owned by Kansas Gas and Electric now Westar Energy, the City staff has estimated the City radio tower at 1st and Locust to have been constructed in the 1960's. When Westar Energy moved their construction operations to their new facility at Olive and the Bypass, the City acquired their communication tower. This tower currently supports all the radio communications for the City as well as several outreach radio links to other City facilities.

In 1993, the City began leasing space on the tower to Liberty Cellular. In 2000, Liberty Cellular added an additional antenna to the tower and this lease was amended to reflect the additional equipment and lease amount. In 2002, under the new ownership of Alltel Corporation, they requested permission to install additional antennas to the tower to keep up with technology. At the City's request, a structural analysis was performed on the existing tower. It was determined that some minor structural enhancements had to be made in order to allow the additional loading. Alltel Corporation paid for the enhancements and a new 10-year lease was signed in November 2002.

Since that time, Verizon has acquired Alltel Corporation and took over their leases. Recently, Verizon approached the City about again placing additional antennas on the tower. The City staff again requested a structural analysis of the tower before committing to the additional equipment. This review indicated the tower would not carry the additional load and structural modification was not a feasible option.

MEMO TO: JOHN D. VANGORDEN
JANUARY 17, 2012
PAGE TWO

Wanting to stay at the same location, Verizon inquired about constructing a new tower on the site. Their original offer, however, was for Verizon to have ownership of the tower. Since the tower supports the City's radio system, staff indicated that relinquishing ownership of the tower was not an option.

After months of negotiations, the City staff and representatives of Verizon have reached a proposal which should be beneficial to both parties. We are proposing that Verizon construct a new freestanding tower on the site, but ownership of the tower remain with the City. In exchange, the City would enter into a new 10-year lease with Verizon abating the increased lease fees for the new equipment for the period of time it would take to pay for the new tower, 6 years. Verizon would also be responsible for dismantling the old tower when all the radio equipment and antennas have been transferred to the new tower.

Since the City will retain ownership, the staff has agreed to the City submitting the zoning application for a Conditional Use for the new tower. The City's Zoning Ordinance provides that space shall be provided on new towers for additional carriers to collocate. Verizon has agreed to design the tower to accommodate the City's equipment, their equipment and one additional carrier. Verizon has also agreed to design the tower to ANSI/TIA/ETA Structural Standards for Steel Antenna Towers and Antenna Supporting Structures. The City staff has also agreed to filing Form 7460 to the FAA for airspace clearance approval.

The City staff anticipates using the same radio equipment building located on the site. There have been some maintenance issues with the current generator at the tower; therefore, the staff would recommend that the City acquire a new generator to provide backup power for the City's radio equipment. The current generator has been repaired and would provide suitable emergency power to the computer equipment at City Hall.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 24, 2012. Action being requested is to authorize the City Attorney to prepare an agreement and lease with Verizon for the construction of a new tower at 1st and Locust.

cc: Tammy Nagel, City Clerk
Joe Beaman, Traffic and Communications Supervisor
Memo File