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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 28, 2012
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Mary Cash of the Community of Christ
- b. Flag Salute Led by the Mayor
- c. Public Input

CONSENT AGENDA:

- a. Approval of the August 14, 2012, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1170, providing for the change of a certain area currently not zoned to Planned Commercial Office District (CP-0) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg (Knights of Columbus). **First Reading, if the Governing Body concurs.**
- c. Approval of Ordinance No. G-1171, providing for the change of a certain area from Single Family Residential (R1-B) to a Planned Commercial Office District (CP-0) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg (CHC of SEK). **First Reading, if the Governing Body concurs.**
- d. Approval of staff's recommendation to award the bid for the purchase and removal of the communications tower located at 101 North Locust to the highest bidder, KAMO Grain, Inc., of Pittsburg, Kansas, in the amount of \$1,205.00.
- e. Approval of a contract for administration with Southeast Kansas Regional Planning Commission for a six month trial period to assist with the administration of the City of Pittsburg's housing programs.
- f. Approval of an agreement between the City of Pittsburg and Professional Engineering Consultants, P.A., of Wichita, Kansas, to provide bridge inspection services for the City's 2012 Biennial Bridge Inspection in the amount of \$4,500.00 and authorize the Mayor to sign the agreement on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 28, 2012
5:30 PM

- g. Approval of the Cereal Malt Beverage License Application submitted by Mehul Shah for Kwik Stop #5 located at 302 West 4th Street and direct the City Clerk to issue the license.
- h. Approval of the Cereal Malt Beverage License Application submitted by Miguel Angel Lopez Perez for El Caballo de Oro located at 402 South Broadway and direct the City Clerk to issue the license.
- i. Approval of the Appropriation Ordinance for the period ending August 28, 2012, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

PUBLIC HEARING:

- a. PUBLIC HEARING - Tri-State Building has submitted a request to the City of Pittsburg for a hearing to determine if there are any prudent or feasible alternatives to facade improvements at 808 North Broadway. **Following Public Hearing, take that action deemed appropriate.**

CONSIDER THE FOLLOWING:

- a. MODERATE INCOME HOUSING PROJECT REQUEST AND RESOLUTION NO. 1129 - Approval of the Request For Proposal to be submitted to the State of Kansas Housing Resource Corp. for the purpose of funding a Moderate Income Housing Project in the City of Pittsburg in the amount of \$400,000 for the purpose of developing 18th and Locust and building 8-10 new homes and adoption of Resolution No. 1129 approving \$75,000 in local matching funds. **Approve or disapprove Moderate Income Housing Project Request and, if approved, adopt Resolution No. 1129, and authorize the Mayor to sign the appropriate documents on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 28, 2012
5:30 PM

- b. DISPOSITION OF BIDS - Approval of staff's recommendation to award the bid for the Storm Siren Improvements Project to Washington Electronics, Inc., of Pittsburg, with a total bid of \$141,754.85 and to consider adding standalone solar power to the two new Vortex sirens and the new Omni-Directional siren for an additional amount of \$8,955. **Approve or disapprove staff's recommendation and, if approved, direct the Mayor to execute the contract documents once prepared.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 14th, 2012

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, August 14th, 2012, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor John Ketterman presiding and the following members present: Marty Beezley, Rudy Draper, Michael Gray and Patrick O'Bryan.

Jim Akin of the First United Methodist Church provided the invocation.

Mayor Ketterman led the flag salute.

APPROVAL OF MINUTES – JULY 24, 2012 – On motion of O'Bryan, seconded by Draper, the Governing Body approved the July 24, 2012, City Commission Meeting minutes as submitted. Motion carried.

APPROVAL OF MINUTES – JULY 31, 2012 – On motion of O'Bryan, seconded by Draper, the Governing Body approved the July 31, 2012, Special City Commission Meeting minutes as submitted. Motion carried.

ORDINANCE NO. S-997 – On motion of O'Bryan, seconded by Draper, the Governing Body approved Ordinance No. S-997, levying a special assessment against the lots or parcels of land on which a public nuisance was located, to pay the cost of abating the nuisance, on second reading with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman and O'Bryan. Motion carried.

ORDINANCE NO. S-998 – On motion of O'Bryan, seconded by Draper, the Governing Body approved Ordinance No. S-998, levying a special assessment against the lots or parcels of land on which refuse matter was located to pay the cost of making the premises safe and hygienic, on second reading with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman and O'Bryan. Motion carried.

ORDINANCE NO. S-999 – On motion of O'Bryan, seconded by Draper, the Governing Body approved Ordinance No. S-999, levying a special assessment against the lots or parcels of land on which existed weeds or obnoxious vegetable growth to pay the costs of cutting or removing said growth on second reading with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman and O'Bryan. Motion carried.

ORDINANCE NO. G-1168 – On motion of O'Bryan, seconded by Draper, the Governing Body approved Ordinance No. G-1168, amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection and health, property and safety, and the regulation of traffic by adopting by reference the 2012 Edition of the "Standard Traffic Ordinances for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1149, on the first and only reading. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
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August 14th, 2012

ORDINANCE NO. G-1169 – On motion of O'Bryan, seconded by Draper, the Governing Body approved Ordinance No. G-1169 amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2012 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by the League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1150, on the first and only reading. Motion carried.

QUIT CLAIM DEED – MILLER'S – On motion of O'Bryan, seconded by Draper, the Governing Body approved a Quit Claim Deed from the City of Pittsburg to Miller's Professional Imaging, Inc. for the triangular track of property between the right-of-way of Jefferson Street and Miller's Professional Imaging, Inc.'s building located at 610 East Jefferson, and authorized the Mayor to sign the Quit Claim Deed on behalf of the City of Pittsburg. Motion carried.

MAIN STREET COMMUNITY APPLICATION AND RESOLUTION NO. 1128 – On motion of O'Bryan, seconded by Draper, the Governing Body approved the submittal of an application co-sponsored by the City of Pittsburg and the Pittsburg Area Chamber of Commerce to the Kansas Main Street Inside Track Program to assist with obtaining the designation of a Main Street Community and approved Resolution No. 1128 and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

DANCE HALL LICENSE APPLICATION – CRAZYTOWN LIVE – On motion of O'Bryan, seconded by Draper, the Governing Body approved the Dance Hall license application submitted by Daniel Bell for Crazytown Live located at 305 North Broadway and authorized the City Clerk to issue the license. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Draper, the Governing Body approved the Appropriation Ordinance for the period ending August 14, 2012, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Grey, Ketterman and O'Bryan. Motion carried.

SPECIAL PRESENTATION - RV PARK RESTROOM, SHOWER FACILITY AND PAVILION - Mr. Buche, Pittsburg Beautiful and Mr. Timi, PSU Construction Management, provided a presentation on the RV Park Restroom, Shower Facility & Pavilion. Commissioners expressed their appreciation to PSU and to Pittsburg Beautiful for their efforts to beautify Pittsburg.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 14th, 2012

SPECIAL PRESENTATION - AIRPORT MASTER PLAN AND AIRPORT LAYOUT PLAN – Following a presentation by representatives of Professional Engineering Consultants, P.A., on motion of Beezley, seconded by Gray, the Governing Body approved the Airport Master Plan and Airport Layout Plan and authorized the City Manager to sign the documents to be forwarded to FAA as adopted plans. Motion carried.

Commissioner Beezley inquired about the installation of approach lights on the north end of the taxiway. Director of Public Works William Beasley indicated that the lights would cost a minimum of \$500,000, and are not an FAA fundable item. He further stated that if several local pilots wanted to fund the lighting, the City would work with them on the project.

Commissioner O'Bryan indicated that if the parallel taxiway is not needed, the City should not spend money building and maintaining it. Commissioner Beezley suggested local pilots come before the Governing Body at some point in the future to discuss the importance of the parallel taxiway.

PUBLIC HEARING - SMALL CITIES COMMUNITY DEVELOPMENT APPLICATION – Following Public Hearing, on motion of Beezley, seconded by Gray, the Governing Body authorized staff to submit a Small Cities Community Development application to the Kansas Department of Commerce for Housing Rehabilitation for up to \$400,000 for owner-occupied structures, and adopted Resolution No. 1127 identifying matching funds up to \$75,000 and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

PUBLIC HEARING - PROPOSED 2013 BUDGET – Following Public Hearing, on motion of Gray, seconded by O'Bryan, the Governing Body approved the 2013 Budget and authorized the Mayor and Commissioners to sign the State Budget Form on behalf of the City. Motion carried.

Commissioner Beezley suggested a 1 1/2% salary increase for employees in lieu of the 2% salary increase that was approved during the special meeting held on July 31st, 2012. Mayor Ketterman suggested instead of decreasing the raise for employees, if funding needs to be saved, the funding to outside agencies be re-evaluated. Commissioners Gray, O'Bryan and Draper indicated that they support the 2% salary increase for employees as approved on July 31st, 2012.

Mayor Ketterman requested the City's health insurance carrier provide options available to save the City money on health insurance costs.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 14th, 2012

ORDINANCE NO. S-1000 – On motion of Gray, seconded by Beezley, the Governing Body approved Ordinance No. S-1000, attesting to an increase in tax revenues for Budget Year 2013 for The City of Pittsburg, Kansas, on the first and only reading. Motion carried.

ORDINANCE NO. G-1167 – On motion of Gray, seconded by Draper, the Governing Body approved Ordinance No. G-1167, amending Section 54-133 of the Pittsburg City Code to provide for an affirmative defense to a charge under this Section if the owner, operator or occupier of the premises in compliance with the terms and conditions as set forth in a special event permit issued by the Governing Body, on the first and only reading. Motion carried.

PITTSBURG STATE UNIVERSITY SPECIAL EVENT REQUEST – On motion of Gray, seconded by Beezley, the Governing Body approved the request submitted by Pittsburg State University for a Special Event Permit for the third annual Fraternal Leadership Summit (FLS) to be held from 8:00 a.m. on August 18th and conclude at 2:00 a.m. on 19th, 2012, with activities to be held on the PSU oval, and directed staff to issue the permit. Motion carried.

FACADE GRANT APPLICATION - 808 NORTH BROADWAY - On motion of Beezley, seconded by Gray, the Governing Body approved a Facade Grant Application submitted by Joe Kim, owner of the property located at 808 North Broadway, in the amount of \$2,500.00, with the conditions that the owner completes all work as presented in the application, meets or increases financial contribution toward facility upgrade matching costs, and passes fire inspection. Motion carried.

FORGIVABLE LOAN - VIETTI AUTO BODY AND ALIGNMENT INC. – On motion of Beezley, seconded by Gray, the Governing Body approved a two (2) year forgivable loan in the amount of \$14,448 to Jeff and Penny Wood, owners of Vietti Auto Body and Alignment, Inc., to assist in infrastructure improvements including demolition and a drive approach at 321 East 4th Street and authorized the Mayor to sign the appropriate documents. Motion carried.

SOUTHEAST KANSAS REGIONAL PLANNING COMMISSION CONTRACT – On motion of O'Bryan, seconded by Draper, the Governing Body approved a contract with the Southeast Kansas Regional Planning Commission to administer the Community Development Block Grant if funded by the State of Kansas Department of Commerce and authorized the Mayor to sign the appropriate documents. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 14th, 2012

ENGINEERING SERVICES AGREEMENT – On motion of O'Bryan, seconded by Draper, the Governing Body approved an agreement between the City of Pittsburg and Professional Engineering Consultants, P.A. to provide Civil Engineering Services relative to the construction of a 16-inch water line on Madison Street from Broadway Street to Joplin Street for a not-to-exceed fee of \$53,424 and authorized the Mayor to sign the agreement on behalf of the City of Pittsburg. Motion carried.

REQUEST TO REZONE – KNIGHTS OF COLUMBUS - On motion of O'Bryan, seconded by Beezley, the Governing Body approved the request submitted by the Knights of Columbus to rezone the vacant property located between 11th Street/12th Street and Joplin/Grand from the current "NO ZONE" to CP-0 Planned Commercial Office District for the purpose of developing a meeting/event hall for their activities. Motion carried.

REQUEST TO REZONE – COMMUNITY HEALTH CENTER OF SOUTHEAST KANSAS - On motion of Beezley, seconded by Gray, the Governing Body approved the request submitted by Community Health Center of Southeast Kansas to rezone the lots to the south and west of 3011 North Michigan from R-1B Single Family Residential to CP-0 Planned Commercial Office District for the planned purpose of expanding its current operations to accommodate the increased demand for space needed for the medical and support staff. Motion carried.

QUINCY STREET IMPROVEMENTS – On motion of O'Bryan, seconded by Draper, the Governing Body approved Supplemental Agreement No. 1 to the Contract for Engineering Services dated February 8, 2011, by and between the City of Pittsburg, Kansas and Professional Engineering Services, P.A. in conjunction with design of Quincy Street from Broadway Street to Stilwell Street revising the Project Limits and Scope of Services for Phase I for an upper limit of compensation for work detailed in Phase I of \$178,105, and authorized the Mayor to sign Supplemental Agreement No. 1 on behalf of the City of Pittsburg. Motion carried.

DISPOSITION OF BIDS – DIPOLE QUASI-OMNI ANTENNAS - On motion of Gray, seconded by O'Bryan, the Governing Body awarded the bid for the purchase of four exposed Dipole Quasi-OMNI Antennas, four side mounting kits, cables, connectors and other necessary appurtenances to be used on the new communications tower to be constructed at 1st and Locust to the low bidder meeting specifications, Primus Electronics, of Morris, Illinois, in the amount of \$6,966.33, and authorized City staff to issue the necessary purchase order. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 14th, 2012

DISPOSITION OF BIDS – GENERATOR - On motion of Gray, seconded by Draper, the Governing Body awarded the bid for the purchase of a 14 kW generator to be used to provide backup power for the City's radio equipment on the new communications tower to be constructed at 1st and Locust to the low bidder meeting specifications, B & R Electric, LLC, of Pittsburg, in the amount of \$3,614.82, and authorized City staff to issue the necessary purchase order. Motion carried.

NON-AGENDA REPORTS & REQUESTS:

RLF APPLICATION – C.P. COMMUNICATIONS, LLC – On motion of Gray, seconded by O'Bryan, the Governing Body approved the Revolving Loan Fund application submitted by Charles and Kelligene Parsons, owners of C.P. Communications, LLC, for a forgivable loan in the amount of \$23,980 for a drive approach to be installed at their new facility located at 2400 North Broadway. Motion carried.

CLEAN SWEEP PROGRAM - Mayor Ketterman reminded citizens to continue to beautify Pittsburg. Commissioner O'Bryan noted that the City-owned property at Quincy and Joplin needs to be cleaned up.

INDUSTRY VISITS - Mayor Ketterman thanked Director of Economic Development Mark Turnbull for scheduling industry visits for the Commissioners.

ADJOURNMENT: On motion of Beezley, seconded by Gray, the Governing Body adjourned the meeting at 7:46 p.m. Motion carried.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk

(Summary of Ordinance Published in The Morning Sun on _____, 2012)

ORDINANCE NO. G-1170

AN ORDINANCE, providing for the change of a certain area currently not zoned to Planned Commercial Office District (CP-0) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg.

WHEREAS, the Planning and Zoning Commission of the City of Pittsburg, Kansas, has filed their report with the Board of Commissioners of the City of Pittsburg, Kansas, recommending amendment of said Ordinance relating to area and use zoning and amendment of the Zoning District Boundary Map; and

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

Section 1. That the Planned Commercial Office District (CP-0), as defined by the Zoning Ordinance, is hereby amended and supplemented to include the following described real estate in the City of Pittsburg, Crawford County, Kansas, to-wit:

The South Kansas and Oklahoma Railroad right-of-way between 12th Street on the North, 11th Street on the South, Joplin Street on the West and Grand Street on the East, all in Pittsburg, Crawford County, Kansas.

Section 2. That Zoning Ordinance No. G-663, as amended, including the Zoning District Boundary Map adopted on May 28, 1991, and periodically revised, is hereby amended and supplemented to include the area and use as set out in the preceding section.

Section 3. This Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

ADOPTED AND APPROVED by the Governing Body on this _____ day of _____, 2012.

Mayor – John Ketterman

ATTEST:

City Clerk - Tammy Nagel

(SEAL)

(Summary of Ordinance Published in The Morning Sun on _____, 2012)

ORDINANCE NO. G-1171

AN ORDINANCE, providing for the change of a certain area from Single Family Residential (R1-B) to a Planned Commercial Office District (CP-0) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg.

WHEREAS, the Planning and Zoning Commission of the City of Pittsburg, Kansas, has filed their report with the Board of Commissioners of the City of Pittsburg, Kansas, recommending amendment of said Ordinance relating to area and use zoning for Planned Commercial District (CP-0) and amendment of the Zoning District Boundary Map; and

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

Section 1. That the Planned Commercial District (CP-0), as defined by the Zoning Ordinance, is hereby amended and supplemented to include the following described real estate in the City of Pittsburg, Crawford County, Kansas, to-wit:

A portion of the Northeast Quarter (NE^{1/4}) of the Northwest Quarter (NW^{1/4}) of Section 17, Township 30 South, Range 25 East of the Sixth Principal Meridian, Crawford County, Kansas bounded and described as follows: Beginning at the Southeast corner of said Northeast Quarter (NE^{1/4}); thence North along the East line of said Quarter (^{1/4}) a distance of 214.52 feet; thence West and parallel with the North line of said Northwest Quarter (NW^{1/4}) a distance of 302.80 feet; thence North and Parallel with said East line a distance of 319.35 feet to the South line of 31st Street extended; thence West and parallel with said North line of the Northwest Quarter and along the South line of 31st Street extended a distance of 37.4 feet; thence South and parallel with said East line a distance of 136.60 feet; thence West and parallel with said North line a distance of 22.60 feet; thence South and parallel with said East line a distance of 53.4 feet; thence West and parallel with said North line a distance of 77.20 feet; thence South and parallel with said East line a distance of 343.91 feet to the South line of said Northeast Quarter (NE^{1/4}) of the

Northwest Quarter (NW¼); thence East along said South line a distance of 440.00 feet to the point of beginning, Except the East 30 feet thereof which is within street right of way. This tract contains 114031.9 square feet or 2.62 acres.

Section 2. That Zoning Ordinance No. G-663, as amended, including the Zoning District Boundary Map adopted on May 28, 1991, and periodically revised, is hereby amended and supplemented to include the area and use as set out in the preceding section.

Section 3. This Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

ADOPTED AND APPROVED by the Governing Body on this _____ day of _____, 2012.

Mayor – John Ketterman

ATTEST:

City Clerk - Tammy Nagel

(SEAL)



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: August 21, 2012

SUBJECT: Agenda Item – August 28, 2012
Disposition of Bids
Purchase and Removal of Communications Tower
101 North Locust

Bids were received on Tuesday, August 21, 2012 for the purchase and removal of the communications tower located at 101 North Locust (see attached bid tab sheet). The City is replacing the 200 foot tall tower with a new tower and is selling the bottom six (6) sections (125 feet) of the tower. After reviewing the bids received, City staff is recommending the bid be awarded to KAMO Grain, Inc., of Pittsburg, based on their high bid of \$1,205.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 28, 2012. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the high bidder as stipulated above.

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

Attachment: Bid Tab Sheet

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



The City of Pittsburg, Kansas
Recapitulation of Bids
Purchase and Removal of Communications Tower
Tuesday, August 21, 2012
2:00 p.m.

NAME AND ADDRESS OF BIDDER	TOTAL
B & D Yard Builders 110 South Maiden Lane Joplin, Missouri 64801	\$ 250.00
KAMO Grain, Inc. 3708 N. Free King Hwy. Pittsburg, Kansas 66762	\$1,205.00

INTEROFFICE MEMORANDUM

To: JON GARRISON, DARON HALL, TAMMY NAGEL
From: DEENA HALLACY
CC:
Date: AUGUST 23, 2012
Subject: *AGENDA ITEM: AUGUST 28, 2012*
CONTRACT FOR ADMINISTRATION - SEKRPC

The City of Pittsburg is moving forward on several housing projects. With the short staffing in the Community Development Office, we believe that the best approach to resolve this issue immediately is to contract with an agency who is well qualified to provide the assistance we need in the administration of the Presbyterian Church Fund programs.

We have negotiated a contract with Southeast Kansas Regional Planning Commission to provide administrative assistance for an initial trial period of six months. They are well qualified to handle any part of the administration of housing programs that is necessary. Their staff is certified by the State of Kansas in administration and Housing Quality Standard inspection services. The contract would be for an amount of \$2,000 per month to assist the City with administration of several existing programs. Any inspection services will be negotiated separately and on a case by case basis.

The contract has been reviewed by the City Attorney.

The need to add staffing is necessary at this time and it would alleviate the long training period necessary to bring someone on board as an employee in the short term.

Please place this item on the agenda for City Commission review and approval for the August 28th meeting.

CITY OF PITTSBURG HOUSING FUND ADMINISTRATION AGREEMENT

This document “**AGREEMENT**” made as of **September 1, 2012** by and between **CITY of PITTSBURG, KS “CITY”**, and **SOUTHEAST KANSAS REGIONAL PLANNING COMMISSION “PROJECT MANAGER”**.

WITNESSETH that **CITY** and **PROJECT MANAGER**, in consideration of mutual covenants hereinafter set forth, agree as follows:

1: Services: **PROJECT MANAGER** will provide all services listed below to successfully implement **CITY of PITTSBURG HOUSING FUND “PROJECT”**.

Scope of services during the course of six (6) months the project will consist of, not limited to, the following items:

Administrative Duties

Assist in- (As applicable)

- A. Outreach to Citizens of existing programs.
- B. Development of other Program Designs.
- C. Preparation of Reports to staff & Commission.
- D. Implementation of Existing programs & any approved programs.
 - Application.
 - Verification of Income.
 - Inspections (see Home Inspections below, items I-L).
 - Facilitate procurement of contractors & other professional services.

Home Inspections

Preliminary inspection - Performed on site and will detail work necessary to bring house into compliance with Housing Quality Standards and City Housing Board goals and objectives.

Work write-up - Describe and estimate work to be done and the total cost to rehabilitate or otherwise improve the house.

Interim inspection – Performed during the rehabilitation phase and provide guidance to construction contractor performing the task. Provide a written report of inspection results A minimum of one (1) inspection will occur.

Final inspection – Performed on notification by construction contractor that the work is complete and payment is due for all labor and materials. The Project Manager will certify that all work is in compliance with the rehabilitation contract.

Lead-based paint issues - All required lead-based paint inspections, tests and clearances are not a part of this contract and must be agreed to separately in writing.

2: Agreement Time: These services shall be provided to **CITY** encompassing a six (6) month period beginning September 1, 2012 until February 28, 2013 when the contract will be re-evaluated.

3: Cost: PROJECT MANAGER- provide administrative services for the following amount.

A. Administrative services shall be provided for a sum of **TWO THOUSAND DOLLARS and ZERO CENTS (\$2,000.00) per month for 6 months.** **PROJECT MANAGER** shall make monthly billings to **CITY** monthly beginning October 1, 2012.

B. Inspection Costs will be: Range of \$100 to \$800 (determined by **CITY & PROJECT MANAGER** based on time & required documentation).

C. This Agreement and the costs will be re-evaluated in 6 months.

4: Change in Services: Services described shall be subject to modification or supplement upon written agreement of **CITY** and **PROJECT MANAGER**. Any such modification in services shall be incorporated by supplemental agreement.

5: Termination: There would be a 30 day notice provided by either **CITY** or **PROJECT MANAGER**. In any such case, **PROJECT MANAGER** shall be paid the reasonable value for services rendered up to the time of termination on the basis of this **AGREEMENT**.

6: Indemnification: **PROJECT MANAGER** agrees to defend, indemnify and hold **CITY**, its employees and agents harmless from and against any claims, actions, damages, losses, liabilities, costs and expenses, including but not limited to, attorney fees and litigation expenses, to which **CITY** becomes subject to arising out of the services provided by **PROJECT MANAGER** under this **AGREEMENT**.

7: Compliance: **PROJECT MANAGER** shall be in compliance with all federal, state and local laws and ordinances applicable to the work covered hereunder. During the performance of this Agreement, the **PROJECT MANAGER** agrees as follows:

A. **PROJECT MANAGER** shall comply with, and cause its sub-contractors to comply with applicable Federal, State and local laws, orders, rules and regulations relating to performance of these services.

B. Neither **PROJECT MANAGER**, its agents nor employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges or employment because of race, color religion, sex or national origin and shall perform all duties in conformance to the laws and regulations.

C. All records shall become property of **CITY** upon each project completion.

8: Binding upon Successors: This **AGREEMENT** shall be binding upon undersigned parties, their successors, assigns and legal representatives.

It is agreed that this **AGREEMENT** and all contracts entered into under the provisions of this **AGREEMENT** shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, said parties have caused this **AGREEMENT** to be signed by their duly authorized officers in two (2) counterparts each of which shall be deemed an original, on the day and year written and agreed to.

CITY: CITY OF PITTSBURG, KS

Mayor

ATTEST:

City Clerk

PROJECT MANAGER: SOUTHEAST KANSAS REGIONAL PLANNING COMMISSION

Daniel Crook- Executive Director

ATTEST:

Tessa Barnhart- Executive Assistant



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: August 21, 2012

SUBJECT: Agenda Item – August 28, 2012
2012 Biennial Bridge Inspection

KDOT and the Federal Highway Administration requires all structures classified as bridges be inspected on a biennial basis. The City of Pittsburg currently has five structures which meet the classification as a bridge according to KDOT's requirements. The City in the past has used the bridge designers from Professional Engineering Consultants, P.A. (PEC) to conduct these inspections under the City's agreement with them as City Engineer.

It is again necessary for the City to make an inspection of these bridges and PEC has submitted the attached agreement to conduct these inspections. KDOT now has listed these inspections on their website, so PEC will have to report this information to KDOT's website. PEC has agreed to conduct these inspections for an amount of \$4,500.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 28, 2012. Action necessary will be approval or disapproval of the agreement and, if approved, authorize the Mayor to sign on behalf of the City.

Attachment: PEC Agreement

cc: Tammy Nagel, City Clerk
Project File
Memo File

August 10, 2012

City of Pittsburg
P.O. Box 688
Pittsburg, KS 66762

Attention: Mr. William A. Beasley, Director of Public Works

Reference: Biennial Bridge Inspection
PEC Project No. 32-07E03-034-0830

Dear Mr. Beasley:

This letter is written to serve as an agreement between The City of Pittsburg (CLIENT) and Professional Engineering Consultants, P.A. (PEC) to provide bridge inspection services for the City's 2012 Biennial Bridge Inspection, hereinafter called the PROJECT.

Specifically, PEC proposes to perform the Scope of Services as outlined in paragraph A. below, which you should examine carefully to insure that your goals and objectives will be met.

A. Scope of Services

1. All work will be done under the supervision of a licensed professional engineer and will meet the requirements of the Kansas Department of Transportation (KDOT) and the Federal Highway Administration.
2. Inspection of the five (5) structures will include submittals of field inspection reports, a combined Master List, KDOT PORTAL Entry update for bridge length structures and a sealed Bridge Inspection Submittal checklist.
3. The existing bridge load ratings will be reviewed and/or updated based on conditions found during field inspections. A load rating summary will be provided.

B. Responsibility of CLIENT

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

1. Any pertinent material provided from past inspections.
2. All available existing bridge plans and maintenance records.
3. Access to the bridge sites for field review.

Mr. William Beasley
August 10, 2012
Page 2

C. Payment Provisions

PEC proposes to perform the aforescribed Scope of Services for the lump sum amount of \$4,500.00 to be billed at completion of the PROJECT.

D. Time of Performance

PEC proposes to complete items listed in the Scope of Services by October 31, 2012 or within 60 days after notice to proceed, whichever occurs later.

The CLIENT will be notified at least one week prior to the on-site inspection.

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 contracting us to provide inspection 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.



M. Seth Niebaum, P.E.
Bridge Design Engineer

MSN/mc

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: Richard A. Schlitt
Richard A. Schlitt, P.E., Secretary/Treasurer

Date: August 10, 2012

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 Client's 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.~~ BDR

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.~~ BDR 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.

October 2009

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	8/08/2012			169007		119.60
6931	THE BERNARD CONSULTING GROUP I	R	8/08/2012			169008		25,000.00
1	JONES, RUSSELL L	R	8/09/2012			169009		500.00
0523	AT&T	R	8/10/2012			169048		6,915.77
6661	CALLS SERVICE	R	8/10/2012			169051		65.00
4263	COX COMMUNICATIONS	R	8/10/2012			169052		1,732.45
6679	HUMAN RESOURCES MANAGEMENT ASS	V	8/10/2012			169054		100.00
6679	HUMAN RESOURCES MANAGEMENT ASS							
6679	HUMAN RESOURCES MANAGEMENT ASS							
M-CHECK	HUMAN RESOURCES MANAGEMEVOIDED	V	8/10/2012			169054		100.00CR
6409	JONES HERITAGE REALTORS	R	8/10/2012			169055		225.00
0089	KANSAS ASSOCIATION CHIEFS OF P	R	8/10/2012			169056		25.00
1	MITCHELL, MANDEL	R	8/10/2012			169057		270.00
6864	MORIDGE MANUFACTURING INC	R	8/10/2012			169058		204.26
0188	SECRETARY OF STATE	R	8/10/2012			169059		25.00
5589	VERIZON WIRELESS	R	8/10/2012			169060		4,601.19
1108	WESTAR ENERGY	R	8/10/2012			169064		85,720.86
1	COYLE, KENNETH	R	8/10/2012			169067		100.00
2519	EAGLE BEVERAGE CO INC	R	8/14/2012			169068		138.20
3766	KDHE - TECHNICAL SERVICES SECT	R	8/15/2012			169069		60.00
4839	VAN BECELAERE MACHINE WORKS, I	R	8/17/2012			169094		45,000.00
4263	COX COMMUNICATIONS	R	8/17/2012			169095		63.81
0397	PITTSBURG POLICE DEPT	R	8/17/2012			169096		26.07

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0175	REGISTER OF DEEDS	R	8/17/2012			169097		12.00
0175	REGISTER OF DEEDS	R	8/17/2012			169098		16.00
0175	REGISTER OF DEEDS	R	8/17/2012			169099		16.00
6023	JOHN T SEAL	R	8/17/2012			169100		565.00
1108	WESTAR ENERGY	R	8/17/2012			169101		58.22
6742	JUSTIN ZIESENIS	R	8/17/2012			169102		15.00
6877	CHRISTOPHER KYLE BATTAGLIA	R	8/17/2012			169103		2,600.00
6679	HUMAN RESOURCES MANAGEMENT ASS	R	8/17/2012			169104		50.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	8/21/2012			169117		262.43
0909	BLUETARP FINANCIAL INC	R	8/21/2012			169118		132.13
0748	CONRAD FIRE EQUIPMENT INC	R	8/21/2012			169119		28.71
5857	CREATIVE PRODUCT SOURCING INC	R	8/21/2012			169120		591.88
6902	CSTK	R	8/21/2012			169121		365.75
6358	FIRE X INC	R	8/21/2012			169122		82.75
6620	FLEET PRIDE INC	R	8/21/2012			169123		380.26
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	8/21/2012			169124		119.10
6656	KNIPP EQUIPMENT INC	R	8/21/2012			169125		583.00
6942	MULBERRY LIMESTONE QUARRY	R	8/21/2012			169126		174.50
3434	PITTSBURG SUNRISE ROTARY	R	8/21/2012			169127		192.00
5969	JOSEPH G POLLARD CO INC	R	8/21/2012			169128		74.70
6536	POLYDYNE INC	R	8/21/2012			169129		1,714.50
2509	POWERPLAN	R	8/21/2012			169130		139.55

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6377	SOUTHEAST KANSAS RECYCLING CEN	R	8/21/2012			169131		510.00
2350	WCA WASTE SYSTEMS INC	R	8/21/2012			169132		2,315.57
0011	AMERICAN ELECTRIC INC	E	8/15/2012			999999		295.14
0022	DANKO EMERGENCY EQUIPMENT CO.	E	8/15/2012			999999		33.52
0034	CRONISTER BROTHERS, INC	E	8/15/2012			999999		35.96
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	8/15/2012			999999		1,025.37
0044	CRESTWOOD COUNTRY CLUB	E	8/15/2012			999999		628.14
0046	ETTINGERS OFFICE SUPPLY	E	8/15/2012			999999		1,352.39
0055	JOHN'S SPORT CENTER	E	8/15/2012			999999		400.89
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	8/15/2012			999999		795.00
0063	LOCKE WHOLESALE SUPPLY	E	8/15/2012			999999		1,355.04
0078	SUPERIOR LINEN SERVICE	E	8/15/2012			999999		181.75
0083	WATER PRODUCTS INC	E	8/15/2012			999999		1,491.08
0084	INTERSTATE EXTERMINATOR, INC.	E	8/15/2012			999999		405.00
0087	FORMS ONE	E	8/15/2012			999999		88.35
0088	D & H LEASING INC	E	8/15/2012			999999		91.48
0101	BUG-A-WAY INC	E	8/15/2012			999999		105.00
0105	PITTSBURG AUTOMOTIVE INC	E	8/15/2012			999999		1,945.32
0112	MARRONES INC	E	8/15/2012			999999		249.95
0117	THE MORNING SUN	E	8/15/2012			999999		1,119.86
0124	AMERICAN BATTERY & ELECTRIC	E	8/15/2012			999999		125.00
0129	PROFESSIONAL ENGINEERING CONSU	E	8/15/2012			999999		20,498.08

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0133	JIM RADELL CONSTRUCTION INC	E	8/15/2012			999999		28,079.35
0145	BROADWAY LUMBER COMPANY, INC.	E	8/15/2012			999999		1,087.41
0154	BLUE CROSS & BLUE SHIELD	D	8/10/2012			999999		19,929.86
0154	BLUE CROSS & BLUE SHIELD	D	8/17/2012			999999		16,854.10
0163	O'REILLY AUTOMOTIVE INC	E	8/15/2012			999999		42.64
0183	PRO-PRINT INC	E	8/15/2012			999999		140.00
0194	KANSAS STATE TREASURER	E	8/15/2012			999999		3,773.50
0199	KIRKLAND WELDING SUPPLIES	E	8/15/2012			999999		80.50
0200	SHERWIN WILLIAMS COMPANY	E	8/15/2012			999999		1,299.68
0207	PEPSI-COLA BOTTLING CO OF PITT	E	8/15/2012			999999		2,361.85
0224	KDOR	D	8/08/2012			999999		5,984.61
0224	KDOR	D	8/21/2012			999999		467.28
0276	JOE SMITH COMPANY, INC.	E	8/15/2012			999999		2,250.70
0278	LAWSON PRODUCTS INC	E	8/15/2012			999999		268.24
0289	TITLEIST	E	8/15/2012			999999		166.55
0292	UNIFIRST CORPORATION	E	8/15/2012			999999		95.31
0294	COPY PRODUCTS INC	E	8/15/2012			999999		2,024.42
0300	PITTSBURG FORD-MERCURY, INC.	E	8/15/2012			999999		728.44
0306	CASTAGNO OIL CO INC	E	8/15/2012			999999		458.34
0321	KP&F	D	8/17/2012			999999		359.90
0329	O'MALLEY IMPLEMENT CO INC	E	8/15/2012			999999		387.82
0332	PITTCRAFT PRINTING	E	8/15/2012			999999		255.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0335	CUSTOM AWARDS PLUS INC	E	8/15/2012			999999		50.60
0337	CROSS-MIDWEST TIRE	E	8/15/2012			999999		2,808.33
0339	GENERAL MACHINERY	E	8/15/2012			999999		6,294.42
0345	VICTOR L PHILLIPS CO	E	8/15/2012			999999		868.77
0364	CRAWFORD COUNTY SHERIFF	E	8/15/2012			999999		3,928.00
0375	CONVENIENT WATER COMPANY	E	8/15/2012			999999		180.00
0414	SELLERS EQUIPMENT INC	E	8/15/2012			999999		517.21
0420	CONTINENTAL RESEARCH CORP	E	8/15/2012			999999		406.24
0516	AMERICAN CONCRETE CO INC	E	8/15/2012			999999		1,803.50
0534	TYLER TECHNOLOGIES	E	8/15/2012			999999		4,582.69
0558	KANSAS CAVALRY	E	8/15/2012			999999		200.00
0571	WILBERT MFG. & SUPPLY	E	8/15/2012			999999		446.70
0583	DICKINSON INDUSTRIES INC	E	8/15/2012			999999		886.00
0589	BERRY TRACTOR & EQUIPMENT	E	8/15/2012			999999		1,013.16
0659	PAYNES INC	E	8/15/2012			999999		203.32
0690	TREASURED IMAGES	E	8/15/2012			999999		75.00
0704	NEPTUNE RADIATOR AND AUTO	E	8/15/2012			999999		95.00
0709	BATES SALES COMPANY INC	E	8/15/2012			999999		267.82
0746	CDL ELECTRIC COMPANY INC	E	8/15/2012			999999		1,490.07
0785	REDICO INDUSTRIAL SUPPLY INC	E	8/15/2012			999999		141.00
0803	OLD DOMINION BRUSH CO	E	8/15/2012			999999		104.32
0805	BROADWAY ANIMAL HOSPITAL	E	8/15/2012			999999		2,006.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0806	JOHN L CUSSIMANIO	E	8/20/2012			999999		232.00
0823	TOUCHTON ELECTRIC INC	E	8/15/2012			999999		88.00
0844	HY-FLO EQUIPMENT CO	E	8/15/2012			999999		203.27
0953	J A SEXAUER INC	E	8/15/2012			999999		79.04
0968	LEE ENTERPRISES	E	8/15/2012			999999		1,260.70
1013	SAFETY FIRST SUPPLY CO., LLC	E	8/15/2012			999999		187.18
1050	KPERS	D	8/17/2012			999999		914.00
1109	QA BALANCE SERVICES INC	E	8/15/2012			999999		1,064.00
1216	MOODY'S INVESTORS SERVICE	E	8/15/2012			999999		9,500.00
1327	KBI	D	8/16/2012			999999		40.00
1355	CONSOLIDATED PLASTIC CO INC	E	8/15/2012			999999		260.18
1478	KANSASLAND TIRE OF PITTSBURG	E	8/15/2012			999999		489.23
1500	GIRARD TARPS INC	E	8/15/2012			999999		395.00
1576	PAVING MAINTENANCE SUPPLY INC	E	8/15/2012			999999		99.01
1631	EVERYTHING SEW SEW	E	8/15/2012			999999		37.00
1704	AMERICAN MEDIA INVESTMENTS	E	8/15/2012			999999		300.00
1733	BOYD METALS OF JOPLIN INC	E	8/15/2012			999999		535.75
1792	B&L WATERWORKS SUPPLY INC	E	8/15/2012			999999		658.58
1923	AUTOZONE	E	8/15/2012			999999		79.99
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	8/15/2012			999999		316.53
2035	O'BRIEN ROCK CO., INC.	E	8/15/2012			999999		5,873.20
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	8/15/2012			999999		79.78

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2767	BRENNTAG SOUTHWEST, INC	E	8/15/2012			999999		4,980.00
2841	KDHE	E	8/15/2012			999999		494.00
2960	PACE ANALYTICAL SERVICES INC	E	8/15/2012			999999		3,930.00
3192	MUNICIPAL CODE CORP	E	8/15/2012			999999		1,375.20
3248	AIRGAS USA LLC	E	8/15/2012			999999		71.29
3281	USA BLUE BOOK	E	8/15/2012			999999		531.16
3802	BRENNTAG MID-SOUTH INC	E	8/15/2012			999999		6,045.85
3971	FASTENAL COMPANY	E	8/15/2012			999999		429.20
3972	WASHINGTON ELECTRONICS INC	E	8/15/2012			999999		835.95
4022	THOMAS W. HETER	E	8/15/2012			999999		525.00
4126	EMERGENCY MEDICAL PRODUCT INC	E	8/15/2012			999999		247.80
4133	T.H. ROGERS HOMECENTER	E	8/15/2012			999999		783.46
4183	BARBIZON LIGHT OF THE ROCKIES	E	8/15/2012			999999		672.46
4197	ESRI	E	8/15/2012			999999		1,350.00
4307	HENRY KRAFT, INC.	E	8/15/2012			999999		180.85
4354	LIFESTYLE LEASING INC	E	8/15/2012			999999		600.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	8/15/2012			999999		1,461.49
4501	JAMES D PATTERSON	E	8/15/2012			999999		60.00
4603	KANSAS GOLF AND TURF INC	E	8/15/2012			999999		742.12
4766	ACCURATE ENVIRONMENTAL	E	8/15/2012			999999		308.51
4791	SPRINGSTED INCORPORATED	E	8/15/2012			999999		12,178.71
4956	YAMAHA MOTOR CORPORATION, U.S.	E	8/14/2012			999999		22,095.11

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5014	MID-AMERICA SANITATION	E	8/15/2012			999999		460.00
5118	HIPFL CONSTRUCTION INC.	E	8/15/2012			999999		547.39
5171	TROY'S ORNAMENTAL IRON	E	8/15/2012			999999		1,000.00
5275	US LIME COMPANY-ST CLAIR	E	8/15/2012			999999		15,414.48
5295	SPRINGFIELD BLUEPRINT	E	8/15/2012			999999		130.74
5308	BUS ANDREWS EQUIPMENT INC	E	8/15/2012			999999		50.18
5351	CLEAN HARBORS	E	8/15/2012			999999		2,008.83
5552	NATIONAL SIGN CO INC	E	8/15/2012			999999		830.00
5581	KOAM	E	8/15/2012			999999		760.00
5635	LASER EQUIPMENT INC	E	8/15/2012			999999		124.00
5855	SHRED-IT USA INC	E	8/15/2012			999999		2,313.97
5904	TASC	D	8/17/2012			999999		7,569.71
5907	BREATHING AIR SERVICES INC	E	8/15/2012			999999		80.00
6117	ALEXANDER OPEN SYSTEMS INC	E	8/15/2012			999999		838.66
6175	HENRY C MENGHINI	E	8/15/2012			999999		2,027.70
6191	MARADETH FREDERICK	E	8/15/2012			999999		600.00
6203	SOUTHWEST PAPER CO INC	E	8/15/2012			999999		309.35
6232	ASPHALT & FUEL SUPPLY LLC	E	8/15/2012			999999		15,074.50
6262	CLEAN THE UNIFORM COMPANY	E	8/15/2012			999999		745.84
6389	PROFESSIONAL TURF PRODUCTS LP	E	8/15/2012			999999		309.07
6402	BEAN'S TOWING & AUTO BODY	E	8/15/2012			999999		705.00
6508	JOHN H BAILEY	E	8/15/2012			999999		700.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6718	NATIONAL SCREENING BUREAU	E	8/15/2012			999999		124.00
6721	LLOYDS TRASH SERVICE	E	8/15/2012			999999		26.78
6728	LEE GROUP INTERNATIONAL INC	E	8/15/2012			999999		4,980.00
6785	MCCONNELL & ASSOCIATES CORP	E	8/15/2012			999999		755.00
6928	IRONTIME SALES INC	E	8/15/2012			999999		650.00

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		43	181,891.26	0.00	181,791.26
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		8	52,119.46	0.00	52,119.46
EFT:		127	237,302.03	9.72CR	237,292.31
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS		0.00		
	VOID CREDITS		100.00CR	100.00CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	179	471,212.75	9.72CR	471,203.03
BANK: 80144	TOTALS:	179	471,212.75	9.72CR	471,203.03

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0011	AMERICAN ELECTRIC INC	E	8/13/2012			999999		1,403.07
0046	ETTINGERS OFFICE SUPPLY	E	8/13/2012			999999		67.47
0056	JOPLIN GLOBE	E	8/13/2012			999999		359.00
0068	BROOKS PLUMBING LLC	E	8/13/2012			999999		75.00
0075	RYAN'S DRIVE-THRU CLEANER	E	8/13/2012			999999		618.70
0200	SHERWIN WILLIAMS COMPANY	E	8/13/2012			999999		137.82
0201	SPICER-ADAMS WELDING, INC.	E	8/20/2012			999999		175.08
0272	BO'S 1 STOP INC	E	8/20/2012			999999		1,604.47
0577	KANSAS GAS SERVICE	E	8/13/2012			999999		5,750.02
0631	TRI-STATE BUILDING & SUPPLY CO	E	8/20/2012			999999		1,902.25
0968	LEE ENTERPRISES	E	8/20/2012			999999		175.00
0969	SEK-CAP INC	E	8/13/2012			999999		7,979.00
1631	EVERYTHING SEW SEW	E	8/13/2012			999999		62.00
2089	CHALLENGER SPORTS CORP	E	8/13/2012			999999		332.00
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	8/20/2012			999999		26,854.02
2921	CSG SYSTEMS INC	E	8/20/2012			999999		5,653.07
4618	TRESA NOYES	E	8/13/2012			999999		375.00
4957	BOB GILMORE	E	8/20/2012			999999		51.02
4970	ERIC VANCE	E	8/20/2012			999999		1,350.00
6309	TAMMY FRYE	E	8/20/2012			999999		400.00
6560	CHAD KUEHN	E	8/13/2012			999999		300.00
6816	DEFFENBAUGH OF ARKANSAS LLC	E	8/20/2012			999999		997.55

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6930	PRG PROTOTYPING	E	8/20/2012			999999		15,000.00

* * 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:	23	71,621.54	0.00	71,621.54
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:	23	71,621.54	0.00	71,621.54
BANK: EFT TOTALS:	23	71,621.54	0.00	71,621.54

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	8/17/2012			000000		13,343.98
0321	KP&F	D	8/17/2012			000000		34,358.76
0728	ICMA	D	8/17/2012			000000		1,386.23
1050	KPERS	D	8/17/2012			000000		26,985.16
3147	INTERNAL REVENUE SERVICE	D	8/17/2012			000000		65,510.46
6415	ING FINANCIAL ADVISORS	D	8/17/2012			000000		3,570.54
6627	AMERICAN FUNDS SERVICE COMPANY	D	8/17/2012			000000		230.77
0349	UNITED WAY OF CRAWFORD COUNTY	R	8/17/2012			169090		89.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	8/17/2012			169091		209.28
2228	KANSAS PAYMENT CENTER	R	8/17/2012			169092		2,302.05
2577	OK CENTRALIZED SUPPORT RE	R	8/17/2012			169093		130.97
0028	PAYROLL CLEARING	E	8/17/2012			999999		82,341.58

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	4	2,731.30	0.00	2,731.30
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	145,385.90	0.00	145,385.90
EFT:	1	82,341.58	0.00	82,341.58
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:	12	230,458.78	0.00	230,458.78
BANK: PY	TOTALS:	12	230,458.78	0.00	230,458.78	
REPORT TOTALS:	214	773,293.07	9.72CR	773,283.35		

Passed and approved this 28th day of August, 2012.

John Ketterman, 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: DARON HALL
City Manager

FROM: ANDREW J. HUYETT
Building Official

DATE: August 21, 2012

SUBJECT: Agenda Item – August 28, 2012
PUBLIC HEARING
Proposed Façade Renovation – 808 North Broadway

Tri-State Building is in the process of renovating the above-referenced building, formerly known as the Hunan Gardens restaurant, for Mr. Joe Kim owner the Bamboo Restaurant. In the process of the renovation, they are proposing to remodel the existing façade. Properties within 500 feet of a building listed on the State or Federal Historical Register are subject to review by a State Historical Preservation Officer (SHPO). The building proposed to be renovated is within 500 feet of the Stillwell Hotel. Mr. Kim has obtained a façade grant from the City for this work.

The Contractor has submitted a request to change the façade to SHPO, who has determined that the change in the façade material will be a detriment to the environs of the hotel (see attached letter). The State Statutes require that in order to overturn the SHPO decision the proposal must be reviewed by the Governing Body of the municipality in which these structures are located at a **PUBLIC HEARING**. After this **PUBLIC HEARING**, the Governing Body must determine there are no prudent and feasible alternatives to the requested change in the appearance. This change would be similar to the façade improvements provided on the Sears Store and Ryan's Cleaners, which are also within the 500 feet environs of the Stilwell Hotel. Tri-State Building has submitted a request for a hearing on Mr. Kim's behalf.

MEMO TO: DARON HALL
AUGUST 21, 2012
PAGE TWO

During the **PUBLIC HEARING**, the Contractor will present evidence that the façade change will not deter from the environs of the Stillwell Hotel and will enhance the overall appearance of the downtown corridor. This hearing is similar to the hearing the City of Pittsburg held for the demolition of the bread store prior to the construction of the new Public Safety Center, which was within 500 feet of the Pittsburg Public Library.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 28, 2012. Action being required is to conduct a **PUBLIC HEARING** and, after hearing all the evidence, for the Governing Body to make a finding. This finding will then be forwarded to SHPO.

Attachment: Tri-State Building Letter

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



RECEIVED
AUG 21 2012
Pittsburg City Clerk

08/21/2012

City Commission
City of Pittsburg
201 West 4th
Pittsburg, KS 66762

RE: 808 N. Broadway

City Commissioners:

This letter is a request to override the State Historical Society on behalf of Mr. Joe Kim.

Mr. Kim, owner of the property, has contracted Tri-State Building as a general contractor and Daniel White as the architect for the remodel of the old Hunan House Restaurant. Please find enclosed an elevation of the proposed front for the new Bamboo Restaurant.

Mr. Kim is upgrading the exterior from the extremely poor existing condition and has incorporated brick and EIFS along with glass and the old style hanging canopy.

We feel that the design will enhance the downtown and not vary from the design such as Ryan's Cleaners and Sears.

So, we respectfully ask that the City Commission allow the construction as shown on the drawing. To follow the State Historical guidelines would also become cost prohibitive for Mr. Kim.

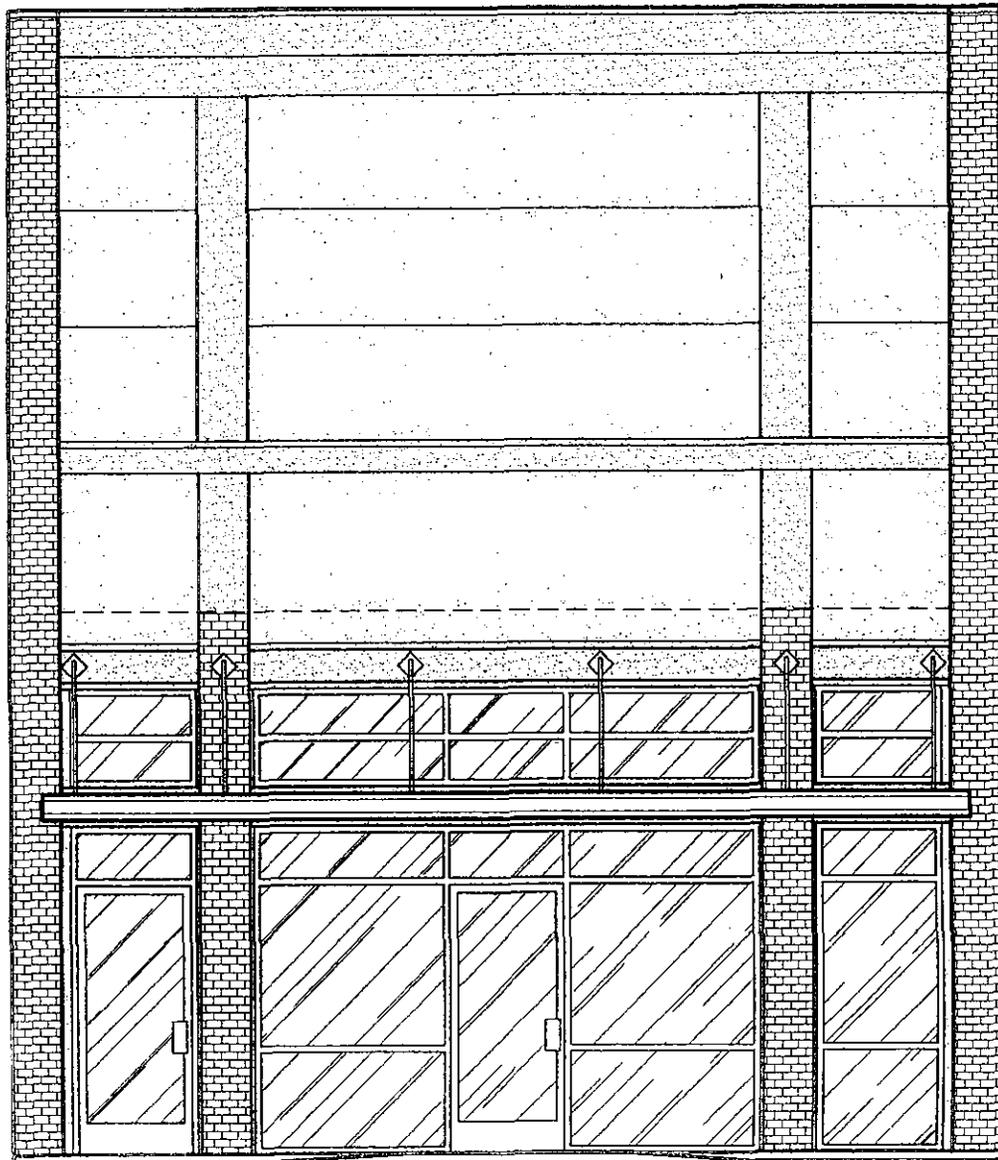
Thank you for your consideration.

Respectfully,

Danny J. Arck
Vice President
Tri-State Building
js

TRI-STATE BUILDING & SUPPLY COMPANY, INC.
P.O. Box 1416 • 816 East Jefferson • Pittsburg, Kansas 66762
Phone (620) 231-5260 • Fax (620) 231-0575
www.tri-statebuilding.net

A Building Remodel for Bamboo Restaurant 808 N. Broadway Pittsburg, Kansas



Danny J. Arck

From: Stanley Weaver [team6architects@dishmail.net]
Sent: Friday, August 17, 2012 9:36 AM
To: 'Danny J. Arck'
Subject: FW: Stilwell Hotel

Dan,
FYI

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

From: Kim Norton Gant [mailto:kgant@kshs.org]
Sent: Friday, August 17, 2012 9:27 AM
To: Stanley Weaver
Subject: Re: Stilwell Hotel

Hi Stanley,

It has been a busy week! I have reviewed the project in accordance with the state preservation law. The building at 808 Broadway falls within 500 feet of the Stillwell Hotel so the project is reviewed in accordance with the Standards and Guidelines for Evaluating the Effects of Projects on Environs. You can find the Standards listed here:

<http://www.kshs.org/p/standards-for-evaluating-the-effects-of-projects-on-environs/15584>.

*

The environs of the Stillwell are characterized by historic commercial buildings that feature brick walls, storefronts, upper stories with windows, stone sills and lintels, and decorative brick cornices. This building, containing many of those features, is considered a character-defining feature within the environs. According to Standard #6, "New additions, exterior alterations, infill construction, or related new construction should not destroy character-defining features or spatial relationships that characterize the environs of a property. The new work shall be compatible with the historic materials, character-defining features, size, scale and proportion, and massing of the environs."

While it is positive that the building will receive a storefront that is compatible within the environs, covering the rest of the facade with EIFS is an exterior alteration that will destroy the character-defining features of this building. It will no longer retain many of the details that make it a character-defining feature.

The intent behind the state preservation law is to ensure that historic preservation is discussed. This is not a yes or no situation. At this point I am asking if the owner is open to discussing retaining the character-defining features including the brick facade, stone sills and lintels, window openings etc. The storefront replacement is not an issue. If we could work together to make that happen it would be great.

That is not the only option, however. If the applicant is not amenable to changing the plan, then I will send a formal letter to the city indicating that the project will "encroach upon, damage or destroy"

(this is the language used in the statute) the environs of the Stillwell. The applicant will not get a building permit until the matter is presented to city council. City council must determine that there are no feasible and prudent alternatives to the proposal. In the context of this law, the city council makes the final determination in the case of an "encroach upon" determination from our office. If you would like to read more about the law and see the statute please see this link:

<http://www.kshs.org/p/state-historic-preservation-statute/15577>.

Please let me know what you would like to do next. I will be out of the office this afternoon, but should be in all next week.

INTEROFFICE MEMORANDUM

To: DARON HALL, JON GARRISON, TAMMY NAGEL
From: DEENA HALLACY
CC:
Date: AUGUST 8, 2012
Subject: *AGENDA ITEM: AUGUST 14TH, 2012*
KANSAS MODERATE INCOME HOUSING (MIH) REQUEST FOR PROPOSAL

The Kansas Housing Resources Corporation has released a Request for Proposal opportunity to communities to address housing issues. We received notice of the proposal at the end of July with a deadline date for submittal of August 31, 2012. This is a new opportunity.

Recently, the City of Pittsburg has been notified by USDA Rural Development that as of Sept. 30, the community will no longer qualify for USDA funds. USDA provides opportunities through various programs to individuals and communities. The local realtor association stated that the loss of the programs for homeownership will deeply affect their business and reduce the access to homeownership for many citizens in the community.

Staff is proposing the development of the block at 18th and Locust. The sanitary sewer line needs to be replaced and relocated to accommodate building houses on 8-10 of the lots available. The grant request also includes construction of an alley and the individual service lines to each home. We are proposing a local investment of \$75,000 towards a homebuyer program that would provide down payment and closing costs assistance for low to moderate income citizens who are currently working in the City of Pittsburg. We would also create a partnership with local lenders to identify and pre-qualify buyers. The local match will be provided through the Pittsburg Housing Fund (Presbyterian Church Fund). The MIH program allows us to apply for up to \$400,000.

The application is not complete at this time and we are asking that the City Commission approve submittal of the request for proposal with the information provided.

Please place this item on the agenda for August 14th, for City Commission review and approval to submit the application with the Mayor's signature on appropriate documents.

THE CITY OF PITTSBURG, KANSAS

RESOLUTION NO. 1129

RESOLUTION CERTIFYING LEGAL AUTHORITY
TO APPLY FOR THE 2013 KANSAS
MODERATE INCOME HOUSING PROGRAM
FROM THE KANSAS HOUSING RESOURCE CORP.
AND AUTHORIZING THE MAYOR
TO SIGN AND SUBMITE SUCH AN APPLICATION

WHEREAS, The City of Pittsburg, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, the City of Pittsburg, Kansas, intends to submit an application for assistance from the 2013 KANSAS MODERATE INCOME HOUSING PROGRAM.

THE APPLICANT hereby certifies that the City of Pittsburg, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the 2013 KANSAS MODERATE INCOME HOUSING PROGRAM.

THE APPLICANT hereby authorizes the MAYOR of Pittsburg, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the 2013 KANSAS MODERATE INCOME HOUSING PROGRAM

THE APPLICANT hereby dedicates \$75,000 in cash funds toward this project from the Presbyterian Church Fund.

APPROVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, THIS 28TH DAY OF AUGUST, 2012.

APPROVED _____
MAYOR

ATTEST _____

(SEAL)

THE CITY OF PITTSBURG, KANSAS



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: August 21, 2012

SUBJECT: Agenda Item – August 28, 2012
Disposition of Bids
Storm Siren Improvements Project

Bids were received on Tuesday, August 21st, 2012 for the Storm Siren Improvements Project. Bid solicitations were sent to six (6) vendors, however, only one bid was received (see attached bid tab sheet). After reviewing the bid received and determining that it meets specifications, staff is recommending that the bid be awarded to Washington Electronics, Inc., of Pittsburg, Kansas based on their total bid of \$141,754.85. Funding for these siren improvements will be paid through STCO funds.

There are 13 storm sirens located throughout the City of Pittsburg. Each of these storm sirens are located where their coverage area overlaps into the coverage area of an adjacent storm siren (see attached map). Currently, the City has five Vortex storm sirens, which are the newer sirens, five Federal sirens and three Thunderbolt sirens, which are the oldest sirens. The five Vortex sirens have battery backup, but the remainder do not. All of the sirens are activated by radio frequency through the console at the Pittsburg Law Enforcement Center and are tested every two weeks from March to October to insure they are operational. Any siren that does not function as it should is immediately repaired.

Although all of the sirens are currently operational, City staff had recommended improvements to the sirens to provide additional testing and make sure they are operational during inclement weather. In preparing the bid documents, staff specified several items. First, that all of the sirens be able to function on a battery backup system to insure that in the event power is lost the sirens will continue to operate. Second, that all sirens be improved to provide a silent testing on a regular basis.

MEMO TO: DARON HALL
AUGUST 21, 2012
PAGE TWO

Through a computer program, these sirens can be scheduled for a silent test weekly when they are upgraded. If any of the sirens malfunction, staff would be notified of the problem immediately so they could be quickly repaired. Ten of the 13 sirens within the system can be converted to meet these requirements. The Thunderbolt sirens, however, cannot be converted to provide battery backup or to provide constant silent testing. Staff has recommended that these sirens be replaced with new sirens.

The three sirens being proposed for replacement are located at City Hall, Schlanger Center and Lincoln Park. Staff has specified an Omni-Directional siren be placed at Lincoln Park on the ball diamond road. This siren will have two purposes. First, it will serve as a warning siren to be sounded when the City goes into a tornado warning. Secondly, it can act as a public announcement system issuing warning messages. These messages can either be prerecorded or live announcements using a two-way radio. This system could be used to announce approaching thunderstorms and other critical conditions and to request individuals to clear Four Oaks Golf Course and the ball fields.

The City had originally anticipated expending approximately \$10,000 converting the sirens to comply with the FCC's narrowband requirements. If the improvements are made as outlined in the specifications, the sirens would be narrowbanded through the improvements. The anticipated cost to provide battery backup, constant testing and replacement of the three older sirens was estimated at approximately \$150,000.

Currently, all the sirens will be provided with public electric power to charge and maintain the batteries in the system. Washington Electronics, Inc. has indicated that for an additional \$8,955 they can install standalone solar power on the three new Vortex sirens. Although these sirens use minimal power, it would eliminate the minimum electric service cost for three sirens, which would be approximately \$240 per siren per year. If this option is selected, staff would monitor the performance of this siren and, if found to be acceptable, would budget for the conversion of the remaining sirens in later budget cycles.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 28th, 2012. Action necessary will be approval or disapproval of staff's recommendation to award the bid to Washington Electronics, Inc. for a total bid of \$141,754.85 and to consider adding standalone solar power to the two new Vortex sirens and the new Omni-Directional siren for an additional amount of \$8,955.

MEMO TO: DARON HALL
AUGUST 21, 2012
PAGE THREE

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

Attachment: Bid Tab Sheet
Storm Siren Map
Washington Electronics Estimate (Solar Power)

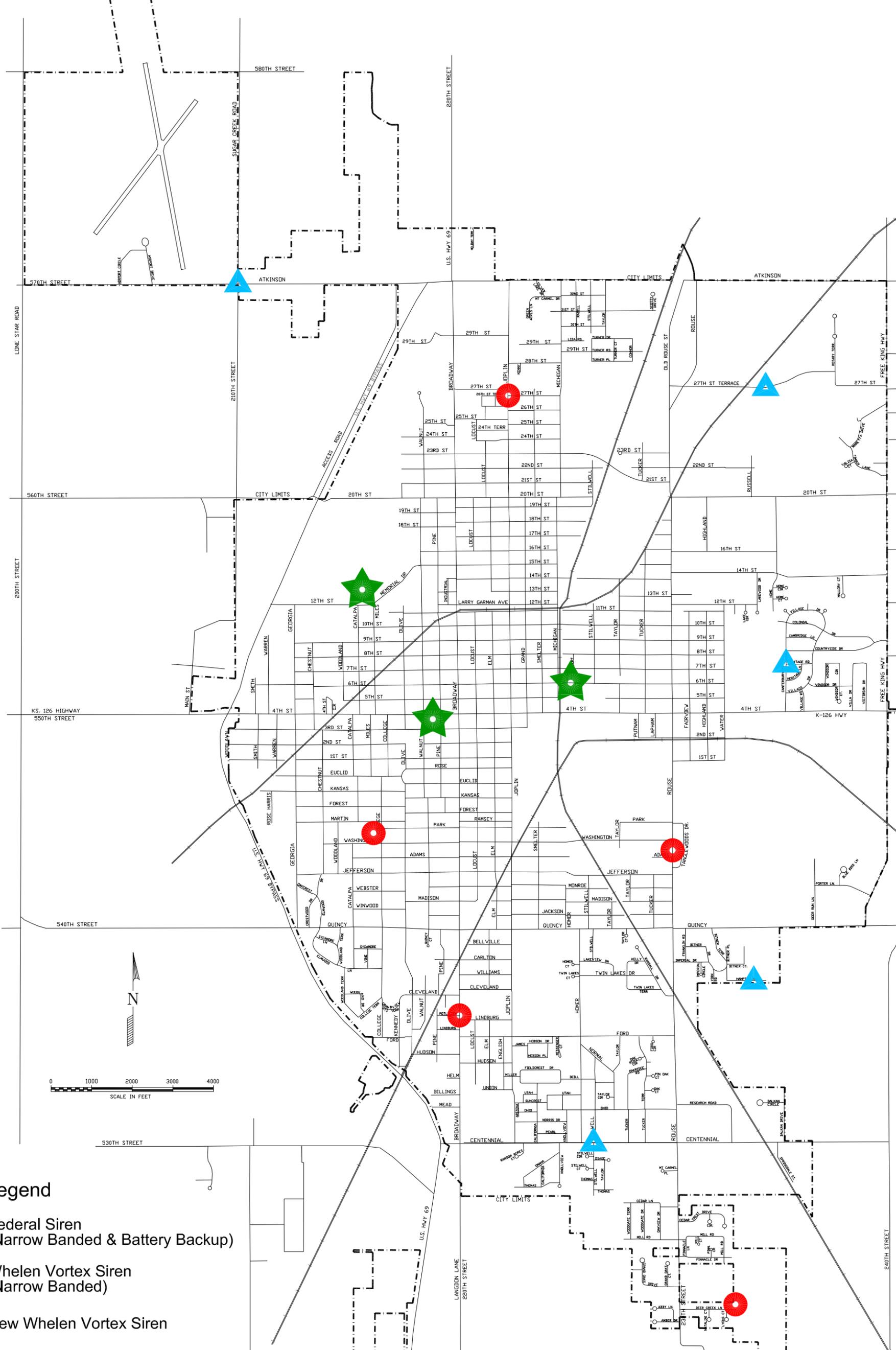
cc: Tammy Nagel, City Clerk
Joe Beaman, Traffic and Communications Supervisor
Bid File
Memo File



The City of Pittsburg, Kansas
Recapitulation of Bids
Storm Siren Improvements Project
Tuesday, August 21, 2012
2:00 p.m.

NAME & ADDRESS OF BIDDER	BASE PROPOSAL #1 One Whelen 2907 OMNI- Directional Siren	BASE PROPOSAL #2 Two Whelen Vortex R-3 Rotating Sirens	BASE PROPOSAL #3 Narrow Band Upgrade to Existing 5 Whelen Sirens	BASE PROPOSAL #4 Narrow Band Upgrade & Conversion to DC Operation to Existing 5 Federal FC2001 Sirens	BASE PROPOSAL #5 CentrAlert Emergency Operation System	TOTAL BID
Washington Electronics, Inc. P.O. Box 1374 Pittsburg, Kansas 66762	\$20,797.35	\$28,791.37	\$5,913.50	\$51,707.83	\$34,544.80	\$141,754.85

CITY OF PITTSBURG, KANSAS



- Legend**
-  Federal Siren (Narrow Banded & Battery Backup)
 -  Whelen Vortex Siren (Narrow Banded)
 -  New Whelen Vortex Siren

MAP REVISED 1-18-07

Washington Electronics, Inc

611 N. Pine
Pittsburg, KS. 66762

Estimate

Date	Estimate #
8/21/2012	2938

Name / Address
City of Pittsburg. PO Box 193 Pittsburg, KS. 66762

P.O. No.	Terms	Project
	Net 15	

Item	Description	Qty	Cost	Total
SBC280.	SOLAR POWER SYSTEM 2 EACH 80 WATT PANELS, MOUNTING AND REGULATOR	1	2,835.00	2,835.00
VSBC280	80 WATT SOLAR POWER	2	2,835.00	5,670.00
Delivery	Delivery	1	450.00	450.00

Thank you for this opportunity to work with you. Bid Good for 30 Days.	Subtotal	\$8,955.00
	Sales Tax (0.0%)	\$0.00
	Total	\$8,955.00