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PRIVATE DEVELOPMENT AGREEMENT - The Community Health Center of Southeast Kansas is requesting permission to install approximately 452 linear feet of 30' wide concrete curb and gutter street to include storm sewer improvements on 30th Street from Michigan Street to their facility located at 31st and Michigan. Following completion and approval, ownership and responsibility for maintenance will become the City's.

CHC of SEK Private Development Agreement Memo 36

CHC of SEK 30th Street Private Development Agreement 38

AIRPORT LIGHTING IMPROVEMENTS - Staff is requesting Governing Body approval of an agreement between the City of Pittsburg and H. W. Lochner, Inc. to perform design and construction engineering services for the airport lighting improvements at the Atkinson Municipal Airport known as FAA AIP Project No. 3-20-0069-014 for an amount of \$115,950.

Lochner Memo 45

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RESOLUTION NO. 1134 - Approval of Resolution No. 1134, amending Resolution No. 1099 due to a change in the scope of the project and a reduction in the cost of the project, and providing for the improvement of Quincy Avenue from the east curb line of South Broadway Street, east a distance of approximately 1,610 feet to a point 342.5 feet east of the intersection of the centerlines of Joplin Street and Quincy Avenue (designated as Paving District No. 10-1), by first removing the existing pavement, drainage improvements, curb and gutter, and incidental construction relating to the improvement, easement and right-of-way acquisitions, three lanes of paving, a transition from three lanes to two lanes, pavement marking, surveying, intersections at Elm Street south of Quincy Avenue, Elm Street north of Quincy Avenue and Joplin Street, sidewalks, drive approaches, traffic signal at the Joplin Street intersection, water lines, design and construction engineering, together with all things necessary and incidental thereto; and authorizing the issuance of general improvement obligation bonds and temporary notes from time to time as required during the progress of the work under the authority of K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and any amendments thereto, and Article I of Chapter 10, as amended, of the Kansas Statutes Annotated.

Quincy Street Authorizing Resolution Memo 66

Resolution No 1134 - Quincy Avenue (Amended 3-2013) 67

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 26, 2013
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Pete Mayo of Via Christi
- b. Flag Salute Led by the Mayor
- c. AAA Community Traffic Safety Award Presentation by Jim Hanni of AAA
- d. Public Input

CONSENT AGENDA:

- a. Approval of the March 12, 2013, City Commission Meeting minutes.
- b. Approval of a service agreement with Espy Services in which Espy will audit the City's telecommunications accounts for the purpose of finding errors and overcharges that now exist or may have existed on past invoices and, if approved, authorize the City Manager to sign the agreement on behalf of the City.
- c. Approval of a request of Habitat for Humanity of Crawford County, Kansas, for the City of Pittsburg to waive the building permit, sewer tap and water tap fees for their next project at 302 E. 25th Street for an estimated total of \$2,394.03.
- d. Approval of the Economic Development Advisory Committee's recommendation to award a facade grant in the amount of \$12,100 to the Stilwell Heritage and Educational Foundation for their property located at 707 North Broadway and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.
- e. Approval of the Appropriation Ordinance for the period ending March 26, 2013, subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

SPECIAL PRESENTATION:

- a. MARK FENTON - Nationally known "walking guru" Mark Fenton will provide findings of his visit to Crawford County and demonstrate what can be accomplished when entities work together for a common cause. **Receive for file.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 26, 2013
5:30 PM

CONSIDER THE FOLLOWING:

- a. PINAMONTI PHYSICAL THERAPY LOAN - Approval or disapproval of the recommendation of the Economic Development Advisory Committee (EDAC) to grant a loan to Pinamonti Physical Therapy, P.A. in the amount of \$550,000 that would include a \$200,000 forgivable component contingent on the creation of no less than 29 new employees at an average annual wage of no less than \$30,000 per year within the next five years, with the remaining \$350,000 to be repaid at 0% interest over a 20 year window with no payment for the first two years from final funds disbursement, which would be at the end of construction, and an added incentive to forgive an additional \$7,000 per employee above the 29 employee threshold, given that the additional jobs provide an average wage of no less than \$40,000 per year. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

- b. PRIVATE DEVELOPMENT AGREEMENT - The Community Health Center of Southeast Kansas is requesting permission to install approximately 452 linear feet of 30' wide concrete curb and gutter street to include storm sewer improvements on 30th Street from Michigan Street to their facility located at 31st and Michigan. Following completion and approval, ownership and responsibility for maintenance will become the City's. **Approve or disapprove Private Development Agreement for Street and Storm Sewer Improvements and, if approved, authorize the Mayor to sign the agreement on behalf of the City.**

- c. AIRPORT LIGHTING IMPROVEMENTS - Staff is requesting Governing Body approval of an agreement between the City of Pittsburg and H. W. Lochner, Inc. to perform design and construction engineering services for the airport lighting improvements at the Atkinson Municipal Airport known as FAA AIP Project No. 3-20-0069-014 for an amount of \$115,950. **Approve or disapprove agreement and, if approved, authorize the Mayor to sign the agreement on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 26, 2013
5:30 PM

- d. RESOLUTION NO. 1134 - Approval of Resolution No. 1134, amending Resolution No. 1099 due to a change in the scope of the project and a reduction in the cost of the project, and providing for the improvement of Quincy Avenue from the east curb line of South Broadway Street, east a distance of approximately 1,610 feet to a point 342.5 feet east of the intersection of the centerlines of Joplin Street and Quincy Avenue (designated as Paving District No. 10-1), by first removing the existing pavement, drainage improvements, curb and gutter, and incidental construction relating to the improvement, easement and right-of-way acquisitions, three lanes of paving, a transition from three lanes to two lanes, pavement marking, surveying, intersections at Elm Street south of Quincy Avenue, Elm Street north of Quincy Avenue and Joplin Street, sidewalks, drive approaches, traffic signal at the Joplin Street intersection, water lines, design and construction engineering, together with all things necessary and incidental thereto; and authorizing the issuance of general improvement obligation bonds and temporary notes from time to time as required during the progress of the work under the authority of K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and any amendments thereto, and Article I of Chapter 10, as amended, of the Kansas Statutes Annotated. **Approve or disapprove Resolution No. 1134 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

EXECUTIVE SESSION:

- a. EXECUTIVE SESSION - An Executive Session is necessary for discussion regarding personnel matters of nonelected personnel. **Motion to recess into Executive Session for approximately 30 minutes for discussion regarding personnel matters of nonelected personnel.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 12th, 2013

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, March 12th, 2013, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor John Ketterman presiding and the following members present: Rudy Draper, Michael Gray and Patrick O'Bryan. Commissioner Marty Beezley was absent.

K.O. Noonoo of the Pittsburg Presbyterian Church provided the invocation.

Mayor Ketterman led the flag salute.

Mayor Ketterman proclaimed Tuesday, March 12th, 2013, as The Cheer Pitt Day in Pittsburg.

APPROVAL OF MINUTES – FEBRUARY 26th, 2013 - On motion of Draper, seconded by Gray, the Governing Body approved the February 26th, 2013, City Commission Meeting minutes as submitted. Motion carried. Absent: Beezley.

FIRE SERVICE CONTRACT – S & H MANAGEMENT – On motion of Draper, seconded by Gray, the Governing Body approved a contract in the amount of \$7,607.42 with S & H Management, LLC for fire services outside the City limits to property located at 2106 West 4th Street and authorized the Mayor to sign the contract on behalf of the City. Motion carried. Absent: Beezley.

CEREAL MALT BEVERAGE LICENSE – PAT'S LOUNGE – On motion of Draper, seconded by Gray, the Governing Body approved the application submitted J&J Corporation for a license to sell Cereal Malt Beverages for the year 2013 at Pat's Lounge located at 501 East 7th Street and authorized the City Clerk to issue the license. Motion carried. Absent: Beezley.

SEWER SERVICE OUTSIDE CITY LIMITS – On motion of Draper, seconded by Gray, the Governing Body approved the application submitted by Shea and Kathryn McLaughlin for sewer service outside the City limits to property located at 1315 West Atkinson. Motion carried. Absent: Beezley.

WATER SERVICE OUTSIDE CITY LIMITS – On motion of Draper, seconded by Gray, the Governing Body approved the application submitted by Shea and Kathryn McLaughlin for water service outside the City limits to property located at 1315 West Atkinson. Motion carried. Absent: Beezley.

DISPOSITION OF BIDS – FLOW MONITOR EQUIPMENT – On motion of Draper, seconded by Gray, the Governing Body accepted the low bid meeting specification for the purchase of flow monitor equipment submitted by Teledyne Isco, of Lincoln, Nebraska, in the amount of \$70,130.00, and authorized staff to prepare the necessary purchase order. Motion carried. Absent: Beezley.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 12th, 2013

DISPOSITION OF BIDS – PURCHASE OF TRUCKS – On motion of Draper, seconded by Gray, the Governing Body approved the low bids meeting specifications for the purchase of miscellaneous trucks for the Departments of Parks and Recreation, Public Utilities and Public Works as follows: One (1) new 2013 1/2-Ton Crew Cab 4 x 4 Truck to Vance Ford-Lincoln, of Miami, Oklahoma, for a total of \$25,076.00; Three (3) new 2013 1/2-Ton Super Cab 4 x 4 Trucks to Pittsburg Ford, of Pittsburg, Kansas, for a total of \$68,976.00; Two (2) new 2013 3/4-Ton Super Cab 4 x 4 Trucks to Pittsburg Ford, of Pittsburg, Kansas, for a total of \$47,788.00; One (1) 35,000 GVWR Cab and Chassis w/10' Dump Bed (6 CY Dump Bed and 8 CY Ends) to Joplin Freightliner and Westfall GMC, of Joplin, Missouri, for a total of \$83,831.00; One (1) new 2013 1-Ton Truck (Gas) and Dump Bed to Pittsburg Ford, of Pittsburg, Kansas, for a total of \$27,621.00; and authorized the issuance of the necessary purchase orders. Motion carried. Absent: Beezley.

APPROPRIATION ORDINANCE – On motion of Draper, seconded by Gray, the Governing Body approved the Appropriation Ordinance for the period ending March 12th, 2013, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Draper, Ketterman, Gray and O'Bryan. Motion carried. Absent: Beezley.

LICENSE AGREEMENT – On motion of O'Bryan, seconded by Draper, the Governing Body approved a License Agreement between South Kansas & Oklahoma Railroad, Inc. and the City of Pittsburg to permit the transverse crossing of the Railroad by the City for the construction of a 16-inch water line on East Madison Street and authorized the Mayor to sign the agreement on behalf of the City. Motion carried. Absent: Beezley.

RESOLUTION NO. 1133 – On motion of Gray, seconded by Draper, the Governing Body approved Resolution No. 1133 authorizing the City of Pittsburg, Kansas, pursuant to Charter Ordinance No. 25 and K.S.A. 65-163u, to make improvements to the public water supply system, including, but not limited to the authority to construct and install a 16 inch water line from the west right-of-way line of Broadway Street east on Madison Street a distance of approximately 1300 feet to the west right-of-way line of Joplin Street, together with all other things necessary and incidental thereto and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried. Absent: Beezley.

EAST MADISON STREET WATER LINE PROJECT – On motion of O'Bryan, seconded by Gray, the Governing Body approved Change Order No. 1 for the Madison Street Water Line Project as an extension of the South Broadway Water Line Project at a cost of \$193,584.00. Motion carried. Absent: Beezley.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
March 12th, 2013

CANDIDATE FORUM - Commissioner Draper reminded citizens that the Pittsburg Area Chamber of Commerce and Morning Sun will be hosting a City Commission Candidate Forum on Thursday, March 14th at 6:00 p.m. at the Law Enforcement Center.

WATER TREATMENT PLANT OPEN HOUSE - Director of Public Utilities John Bailey announced that an open house will be held from 5:30 p.m. to 7:00 p.m. on March 25th, 2013, at the Water Treatment Plant.

ADJOURNMENT: On motion of O'Bryan, seconded by Draper, the Governing Body adjourned the meeting at 5:47 p.m. Motion carried. Absent: Beezley.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk

City of Pittsburg Kansas

Client

201 W. 4th St.
Address

Pittsburg KS 66762
City State Zip

620-231-4100 Jay Byers
Telephone Contact



www.espyservices.com

Service Agreement

- 1.) The above named Client and Espy Services, Inc. (hereinafter Espy) are entering into this agreement as of the date written below with respect to the correction, reduction and negotiation of all Client telecommunications cost. Espy does not receive compensation from any telecommunications providers.
- 2.) Findings are defined as errors, overcharge or savings opportunities which would result in a financial gain to Client if implemented.
- 3.) Espy agrees to audit all Client telecommunications accounts for the purpose of finding errors and overcharges that now exist or may have existed on past invoices. Espy will negotiate with the vendors to have all errors and overcharges removed and obtain credits for past errors and overcharges. Client agrees to pay Espy 50% of all credits and overcharges obtained.
- 4.) If there are reductions in the Client's billings, by correction of errors, rate change advisements, service changes, and contract negotiations by Espy or Client, or any combination thereof, that shall manifest in future savings, Client agrees to pay Espy 50% of the monthly savings for a 12 month period. (tariff mandated rate changes and cost reductions due to employee downsizing are excluded from these fees). Actual savings will be calculated and based on the rates and fees the Client is actually paying as of the date of this agreement. Payments will be calculated monthly beginning the date the savings first appear on the Client's bill and shall continue for 12 consecutive months.
- 5.) Payment to Espy will be due within 30 days of the date of credit, savings or refund is reflected on Client's bill. Interest shall accrue on each late payment at the rate of 1.5% each month until paid in full.
- 6.) Client agrees to give its full cooperation to Espy in providing information deemed necessary for analyzing, negotiating and implementing in a timely manner. Espy will perform all work necessary, including the implementation of findings to enable Client to verify all savings and credits on its bills. Espy will begin implementation of all findings after 14 days from the time that the Client has received them.
- 7.) Client shall not use directly or indirectly, or authorize the use by a third party, throughout the 12 month period referred to in section 4 above and for 12 months following this agreement, any information obtained by Espy to acquire credits, refunds or future savings unless Espy has first been paid its fee. Furthermore, Client agrees that it will not, during the term of this agreement, negotiate with any telecommunications provider as this will result in a duplication of efforts.
- 8.) The term of this agreement shall be 12 months from the date of acceptance. Client acknowledges that Espy will perform its work at 1029 13th Street, Bedford IN 47421. Both parties understand that in the event of a dispute the complaining party shall choose the venue for all legal remedies.
- 9.) The undersigned represents and warrants that he/she is authorized and empowered to sign this agreement for and on behalf of the Client.
- 10.) Espy and client agree that, in the event of unauthorized disclosure of confidential information from a vendor, the party releasing the confidential information of the vendor holds the non-breaching party harmless from and indemnifies the non-breaching party from and against any and all claims and causes of action for the breach including injunctive relief or costs or attorney fees, in addition to any other damages or remedy by the vendor.

Client Authorized Representative

Espy Services Authorized Representative

Daron Hall, City Manager

Printed Name and Title

Printed Name and Title

Date

Date



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: March 15, 2013

SUBJECT: Agenda Item – March 26, 2013
Habitat for Humanity of Crawford County, Kansas
Request to Waive Building Permit, Sewer Tap and Water Tap Fees

Habitat for Humanity of Crawford County, Kansas has submitted a request to the City asking that the building permit, sewer tap and water tap fees be waived for their next project at 302 E. 25th Street. By doing so, this will reduce building expenses and will allow them to move ahead with greater speed toward their goal of providing simple, decent and affordable housing for people in need. The City of Pittsburg has partnered in the past with Habitat for Humanity by waiving these fees and has even donated land to construct one of these homes. The estimated cost for these fees is \$2,394.03.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 26, 2013. Action necessary will be approval or disapproval of this request.

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



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Pittsburg Area Chamber of Commerce President

DATE: March 19, 2013

SUBJECT: March 26, 2013 Agenda Item
Stilwell Heritage & Educational Foundation Façade Grant Request

The Stilwell Heritage & Educational Foundation has requested a \$12,100 matching downtown façade grant to help with various improvements to the building this spring. The requested grant would help cover the cost of window, door and curb painting, limestone sealing and parapet coping repair. The work is scheduled to be performed by a local painter.

The façade grant request has been considered and approved by both the downtown façade grant committee and the Economic Development Advisory Committee (EDAC). If approved, this project will close out Phase II of the downtown façade grant program.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 26, 2013. Action being requested is the approval or denial of the EDAC and façade grant committee recommendations and, if approved, authorize the Mayor to sign the appropriate documents.

Judy Westhoff

From: ROEDEL, AMANDA <AMANDA.ROEDEL@pittks.org>
Sent: Tuesday, July 24, 2012 2:35 PM
To: jwesthoff@pittsburgareachamber.com
Subject: FW: Online Form Submittal: Downtown Revitalization Facade Grant Application

From: support@civicplus.com [mailto:support@civicplus.com]
Sent: Tuesday, July 24, 2012 8:07 AM
To: TURNBULL, MARK D; ROEDEL, AMANDA
Subject: Online Form Submittal: Downtown Revitalization Facade Grant Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Downtown Revitalization Facade Grant Application

APPLICANT INFORMATION

Applicant Name:*

John Kutz

Business Name:*

Stilwell Heritage & Educational Foundation

City: *

Pittsburg

Date of Request (mm/dd/yyyy):

07/25/12

Street Address:*

707 N. Broadway

State:*

KS

Zip:*

66762

BUILDING INFORMATION

Address of building where work is to be done:*

707 N. Broadway

Name of building owner (if different from above):

Stilwell Heritage & Educational Foundation

Building renter(s)/occupant(s):*

Renters

FINANCIAL INFORMATION

Total amount of project: *

\$24,200

Total grant amount requested:*

\$12100

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

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

Owner / Renter Matching Fund Source: *

Cash

Bank Financing

Sweat Equity

Other

List bank if financing:

List other source:

DESCRIPTION OF IMPROVEMENTS

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

repair parapet coping, repair and paint cornice top, scrape, glaze and paint all windows and jambs, water seal all limestone, scrape and paint all doors and surrounds, repaint curbing, caulk or tuck point any cracks in bricks, replace beam in basement. grade basement. install entry to basement.

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

Please attach the following:

- Copies of any written estimates for building improvements

[Bid Stilwell Foundation.docx](#)

- Drawings that show work to be done
- Pictures of buildings in present condition

Is a building permit required for the project? *

Yes No

If yes, describe: for basement portion

Project Timetable:

Date work is to start (mm/dd/yyyy):* 8/25/12

Date work is to be completed (mm/dd/yyyy):* 8/25/13

Is your building located within 500 feet of the Hotel Stilwell, Colonial Fox Theatre, or Pittsburg Public Library?*

Yes No

If yes, have you received a State Historical Review?

Yes No

If no, have you inquired about the approval process?

Yes No

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

NEW OR EXPANDING BUSINESS INFORMATION

Will your building improvements create any new jobs?*

Yes No

If so, how many?

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

ADDITIONAL INCENTIVE PROGRAM

The Neighborhood Revitalization Program may provide property tax rebates for improvements over \$10,000. For more information, call Deena Hallacy at 232-1210 or visit the [Community Development & Housing Page](#).

[Community Development & Housing](#)

* indicates required fields.

The following form was submitted via your website: Downtown Revitalization Facade Grant Application

Applicant Name:: John Kutz

Date of Request (mm/dd/yyyy):: 07/25/12

Business Name:: Stilwell Heritage & Educational Foundation

Street Address:: 707 N. Broadway

City: : Pittsburg

State:: KS

Zip:: 66762

Address of building where work is to be done:: 707 N. Broadway

Name of building owner (if different from above):: Stilwell Heritage & Educational Foundation

Building renter(s)/occupant(s):: Renters

Total amount of project: : \$24,200

Total grant amount requested:: \$12100

Owner / Renter Matching Fund Source: : Cash,Sweat Equity

List bank if financing::

List other source: :

Describe the facade improvements (City matching funds can only be used for facade improvements):: repair parapet coping, repair and paint cornice top, scrape, glaze and paint all windows and jambs,water seal all limestone, scrape and paint all doors and surrounds, repaint curbing, caulk or tuck point any cracks in bricks

Describe how owner / renter funds to match City will be used (exterior improvements will have first priority):: replace beam in basement. grade basement. install entry to basement.

- Copies of any written estimates for building improvements

: Bid Stilwell Foundation.docx

- Drawings that show work to be done

:

- Pictures of buildings in present condition

:

Is a building permit required for the project? : Yes

If yes, describe:: for basement portion

Date work is to start (mm/dd/yyyy):: 8/25/12

Date work is to be completed (mm/dd/yyyy):: 8/25/13

Is your building located within 500 feet of the Hotel Stilwell, Colonial Fox Theatre, or Pittsburg Public Library?: Yes

If yes, have you received a State Historical Review?: Yes

If no, have you inquired about the approval process?: Yes

Will your building improvements create any new jobs?: No

If so, how many?:

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

Additional Information:

Form submitted on: 7/24/2012 8:07:02 AM

Submitted from IP Address: 24.255.133.44

Referrer Page: <http://www.pittks.org/index.aspx?nid=458>

Form Address: <http://ks-pittsburg.civicplus.com/Forms.aspx?FID=74>



Doug Thomas Painting

205 E. William St.
Pittsburg, KS 66762

Bid

Job Location
Stilwell Apartments 707 N. Broadway Pittsburg, KS 66762

Bid To
Stilwell Foundation Sent via e-mail to: John Kutz john@231home.com

Contact	Bid Date
John	11-10-12

Description	Unit Price	Amount
Bid to paint all windows, doors, and door frames on the south side of building only. Work to be done to include; scraping and spot priming and caulking of all exposed wood, window glazing repair as needed, applying one coat of paint to all surfaces. Labor Bid to complete above described work: Any wood replacement or repairs made to the above described work will be billed out at an additional hourly rate of \$25.00 per hour plus materials.	\$6,500.00	
Bid to wash off frostsroessence and seal.	\$ 100.00	
Seal any broken bicks.	\$ 300.00	
Re-paint curbing on front of sidewalk,	\$ 50.00	

Total <i>Cont.</i>

Thank you for allowing Doug Thomas Painting the opportunity to bid your work.

We appreciate your business!



Doug Thomas Painting

205 E. William St.
Pittsburg, KS 66762

Bid

Job Location
Stilwell Apartments 707 N. Broadway Pittsburg, KS 66762

Bid To
Page #2

Contact	Bid Date

Description	Unit Price	Amount
Caulk any cracks in brick with mortar or buytle caulking.	\$ 150.00	
Scrape and paint all doors and sourounds.	\$1,000.00	
Brush on water seal on all lintels and window seals.	\$ 500.00	
Replace/repair parapet coping.	\$1,500.00	
Repair and paint coping on cornice top.	\$2,000.00	
All materials to complete this job will be billed to Stilwell Apartments at my cost.		
Thank You!		
Doug		

Total \$12,100.00

Thank you for allowing Doug Thomas Painting the oppportunity to bid your work.

We appreciate your business!

BERNDT CONSTRUCTION

2608 Knoll view
Pittsburg Ks 66762
620-249-9300

October 5, 2012

ESTIMATE FOR WORK TO BE DONE ON THE HOTEL STILLWELL

PAINTING: RESTORE DETERIORATED EXTERIOR WOOD, PAINT ALL CONDITIONS WHERE WOOD IS NOT ADEQUATELY PROTECTED, NORTH SIDE OF BUILDING	\$4300.00
FIRE ESCAPES: REPAIR CONNECTIONS COMING LOOSE FROM BUILDING	
FIRE ESCAPES: PAINTING	\$6700.00
PAINTING: FRONT OF BUILDING COMMERCIAL SPACES, AROUND WINDOWS AND FRAMES	\$2900.00
TOTAL	\$13,900.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	3/08/2013			170248		
C-CHECK	VOID CHECK	V	3/08/2013			170249		
C-CHECK	VOID CHECK	V	3/08/2013			170252		
C-CHECK	VOID CHECK	V	3/08/2013			170257		
C-CHECK	VOID CHECK	V	3/15/2013			170279		
C-CHECK	VOID CHECK	V	3/15/2013			170280		
C-CHECK	VOID CHECK	V	3/15/2013			170282		
C-CHECK	VOID CHECK	V	3/15/2013			170283		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	8	VOID DEBITS 0.00 VOID CREDITS 0.00	0.00	0.00
TOTAL ERRORS:	0			
VENDOR SET: 99 BANK: *	TOTALS:	8	0.00	0.00
BANK: *	TOTALS:	8	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/06/2013 THRU 3/19/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0523	AT&T	R	3/08/2013			170247		4,162.22
1	CASTAGNO, NICOLE	R	3/08/2013			170250		90.00
4263	COX COMMUNICATIONS	R	3/08/2013			170251		1,457.63
7007	MANPOWER	R	3/08/2013			170253		582.86
0175	REGISTER OF DEEDS	R	3/08/2013			170254		12.00
0175	REGISTER OF DEEDS	R	3/08/2013			170255		24.32
5589	VERIZON WIRELESS	R	3/08/2013			170256		977.67
0095	CRAWFORD COUNTY TREASURER	R	3/15/2013			170270		636.00
6883	ECONOMIC LIFELINES INC	R	3/15/2013			170271		500.00
3435	PURCHASE POWER (POLICE METER)	R	3/15/2013			170272		519.99
0175	REGISTER OF DEEDS	R	3/15/2013			170273		24.00
0175	REGISTER OF DEEDS	R	3/15/2013			170274		14.00
7001	S & A CONSTRUCTION INC	R	3/15/2013			170275		12,514.00
1	SALAS, IGNACIA	R	3/15/2013			170276		137.50
0349	UNITED WAY OF CRAWFORD COUNTY	R	3/15/2013			170277		107.87
5589	VERIZON WIRELESS	R	3/15/2013			170278		4,158.05
1108	WESTAR ENERGY	R	3/15/2013			170281		89,175.06
5941	WILDCAT EXTENSION DISTRICT - C	R	3/15/2013			170284		340.50
1	WYCLIFF BIBLE TRANSLATORS	R	3/15/2013			170285		100.00
5371	PITTSBURG FAMILY YMCA	R	3/15/2013			170286		78.22
6154	4 STATE MAINTENANCE SUPPLY INC	R	3/19/2013			170287		243.59
2004	AIRE MASTER	R	3/19/2013			170288		15.45

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/06/2013 THRU 3/19/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5857	CREATIVE PRODUCT SOURCING INC	R	3/19/2013			170289		774.93
0021	CUES	R	3/19/2013			170290		1,257.66
0118	FED EX	R	3/19/2013			170291		86.63
6620	FLEET PRIDE INC	R	3/19/2013			170292		128.08
5770	JOPLIN FREIGHTLINER SALES INC	R	3/19/2013			170293		406.37
6656	KNIPP EQUIPMENT INC	R	3/19/2013			170294		612.00
6215	MCCUNE FARMERS COOP ASSOCIATIO	R	3/19/2013			170295		94.35
4644	MIDWAY FORD TRUCK CENTER, INC.	R	3/19/2013			170296		110.93
6864	MORIDGE MANUFACTURING INC	R	3/19/2013			170297		83.38
4886	JOHN M. OSWALD, P.E.	R	3/19/2013			170298		1,800.00
5911	PB HOIDALE CO INC	R	3/19/2013			170299		1,178.28
6214	PITT PLASTICS INC	R	3/19/2013			170300		964.00
6571	ROUTE 66 ELECTRIC	R	3/19/2013			170301		561.18
6996	TNEMEC COMPANY, INC.	R	3/19/2013			170302		178.60
4052	TRAVELERS	R	3/19/2013			170303		3,746.00
5979	TT TECHNOLOGIES INC	R	3/19/2013			170304		578.47
6847	VOLVO RENTS INC	R	3/19/2013			170305		94.44
0083	WATER PRODUCTS INC	R	3/19/2013			170306		4,788.12
2350	WASTE CORPORATION OF MISSOURI	R	3/19/2013			170307		319.85
6190	WESTHEFFER	R	3/19/2013			170308		378.16
0011	AMERICAN ELECTRIC INC	E	3/13/2013			999999		1,118.26
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	3/13/2013			999999		25.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 3/06/2013 THRU 3/19/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0044	CRESTWOOD COUNTRY CLUB	E	3/13/2013			999999		265.06
0046	ETTINGERS OFFICE SUPPLY	E	3/13/2013			999999		1,342.86
0054	JOPLIN SUPPLY COMPANY	E	3/13/2013			999999		6,149.38
0055	JOHN'S SPORT CENTER	E	3/13/2013			999999		506.05
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	3/13/2013			999999		1,290.00
0063	LOCKE WHOLESALE SUPPLY	E	3/13/2013			999999		879.97
0068	BROOKS PLUMBING LLC	E	3/13/2013			999999		424.36
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	3/13/2013			999999		270.36
0078	SUPERIOR LINEN SERVICE	E	3/13/2013			999999		72.70
0084	INTERSTATE EXTERMINATOR, INC.	E	3/13/2013			999999		310.00
0088	D & H LEASING INC	E	3/13/2013			999999		310.70
0101	BUG-A-WAY INC	E	3/13/2013			999999		85.00
0105	PITTSBURG AUTOMOTIVE INC	E	3/13/2013			999999		2,224.93
0112	MARRONES INC	E	3/13/2013			999999		355.30
0117	THE MORNING SUN	E	3/13/2013			999999		118.46
0128	VIA CHRISTI HOSPITAL	E	3/13/2013			999999		370.00
0129	PROFESSIONAL ENGINEERING CONSU	E	3/13/2013			999999		32,859.24
0133	JIM RADELL CONSTRUCTION INC	E	3/13/2013			999999		2,400.00
0145	BROADWAY LUMBER COMPANY, INC.	E	3/13/2013			999999		507.03
0154	BLUE CROSS & BLUE SHIELD	D	3/08/2013			999999		17,098.19
0154	BLUE CROSS & BLUE SHIELD	D	3/15/2013			999999		25,140.81
0163	O'REILLY AUTOMOTIVE INC	E	3/13/2013			999999		148.42

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/06/2013 THRU 3/19/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0194	KANSAS STATE TREASURER	E	3/13/2013			999999		7,423.50
0200	SHERWIN WILLIAMS COMPANY	E	3/13/2013			999999		230.49
0207	PEPSI-COLA BOTTLING CO OF PITT	E	3/13/2013			999999		456.30
0224	KDOR	D	3/08/2013			999999		4,818.46
0276	JOE SMITH COMPANY, INC.	E	3/13/2013			999999		296.15
0292	UNIFIRST CORPORATION	E	3/13/2013			999999		101.36
0294	COPY PRODUCTS INC	E	3/13/2013			999999		1,380.00
0306	CASTAGNO OIL CO INC	E	3/13/2013			999999		59.85
0321	KP&F	D	3/15/2013			999999		35,485.92
0328	KANSAS ONE-CALL SYSTEM INC	E	3/13/2013			999999		242.20
0332	PITTCRAFT PRINTING	E	3/13/2013			999999		234.00
0335	CUSTOM AWARDS PLUS INC	E	3/13/2013			999999		578.78
0337	CROSS-MIDWEST TIRE	E	3/13/2013			999999		2,596.20
0339	GENERAL MACHINERY	E	3/13/2013			999999		2,409.11
0341	RADIO SHACK CORP.	E	3/13/2013			999999		66.24
0345	VICTOR L PHILLIPS CO	E	3/13/2013			999999		461.30
0347	LYNN'S QUICK LUBE	E	3/13/2013			999999		47.45
0375	CONVENIENT WATER COMPANY	E	3/13/2013			999999		60.00
0512	CALIFORNIA CONTRACTORS SUPPLIE	E	3/13/2013			999999		119.74
0534	TYLER TECHNOLOGIES INC	E	3/13/2013			999999		1,790.00
0583	DICKINSON INDUSTRIES INC	E	3/13/2013			999999		911.21
0589	BERRY TRACTOR & EQUIPMENT	E	3/13/2013			999999		1,655.51

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/06/2013 THRU 3/19/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0631	TRI-STATE BUILDING & SUPPLY CO	E	3/13/2013			999999		123.00
0636	SAM BROWN & SON SHEET METAL	E	3/13/2013			999999		38.00
0659	PAYNES INC	E	3/13/2013			999999		321.81
0704	NEPTUNE RADIATOR AND AUTO	E	3/13/2013			999999		115.00
0709	BATES SALES COMPANY INC	E	3/13/2013			999999		70.68
0728	ICMA	D	3/15/2013			999999		1,558.93
0805	BROADWAY ANIMAL HOSPITAL PA	E	3/13/2013			999999		149.50
0823	TOUCHTON ELECTRIC INC	E	3/13/2013			999999		184.00
0867	CUMMINS CENTRAL POWER LLC	E	3/13/2013			999999		485.00
0942	CONRAD MACHINE INC	E	3/13/2013			999999		278.98
1013	SAFETY FIRST SUPPLY CO., LLC	E	3/13/2013			999999		279.23
1030	FREDDY VAN'S INC	E	3/13/2013			999999		2,400.00
1050	KPERS	D	3/15/2013			999999		30,753.51
1327	KBI	E	3/13/2013			999999		400.00
1490	ESTHERMAE TALENT	E	3/13/2013			999999		50.00
1619	MIDWEST TAPE	E	3/13/2013			999999		344.45
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	3/13/2013			999999		1,025.76
2035	O'BRIEN ROCK CO., INC.	E	3/13/2013			999999		1,939.61
2767	BRENNTAG SOUTHWEST, INC	E	3/13/2013			999999		3,300.00
2960	PACE ANALYTICAL SERVICES INC	E	3/13/2013			999999		2,527.00
3248	AIRGAS USA LLC	E	3/13/2013			999999		20.51
3802	BRENNTAG MID-SOUTH INC	E	3/13/2013			999999		2,802.40

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 3/06/2013 THRU 3/19/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3971	FASTENAL COMPANY	E	3/13/2013			999999		61.84
3972	WASHINGTON ELECTRONICS INC	E	3/13/2013			999999		330.30
4133	T.H. ROGERS HOMECENTER	E	3/13/2013			999999		71.85
4183	BARBIZON LIGHT OF THE ROCKIES	E	3/13/2013			999999		29.06
4277	AMERICAN EQUIPMENT CO	E	3/13/2013			999999		628.80
4307	HENRY KRAFT, INC.	E	3/13/2013			999999		21.52
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	3/13/2013			999999		392.42
4618	TRESA NOYES	E	3/13/2013			999999		1,515.00
4638	SOUND PRODUCTS	E	3/13/2013			999999		46.35
4711	RANDOM HOUSE, INC.	E	3/13/2013			999999		30.00
4791	SPRINGSTED INCORPORATED	E	3/13/2013			999999		2,500.00
5236	SHOWCASES	E	3/13/2013			999999		194.40
5275	US LIME COMPANY-ST CLAIR	E	3/13/2013			999999		3,793.58
5420	AQUIONICS INC	E	3/13/2013			999999		1,553.00
5552	NATIONAL SIGN CO INC	E	3/13/2013			999999		540.00
5590	HD SUPPLY WATERWORKS, LTD.	E	3/13/2013			999999		3,726.00
5904	TASC	D	3/15/2013			999999		6,807.58
6117	ALEXANDER OPEN SYSTEMS, INC	E	3/13/2013			999999		1,885.58
6118	CHOICE TECHNOLOGY LLC	E	3/13/2013			999999		460.00
6175	HENRY C MENGHINI	E	3/13/2013			999999		330.00
6191	MARADETH FREDERICK	E	3/13/2013			999999		600.00
6193	JOHNSEN CORROSION ENGINEERING,	E	3/13/2013			999999		2,961.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6415	ING FINANCIAL ADVISORS	D	3/15/2013			999999		3,084.00
6498	BLUEGLOBES LLC	E	3/13/2013			999999		507.74
6528	GALE GROUP	E	3/13/2013			999999		287.88
6664	BRODART CO	E	3/13/2013			999999		143.31
6718	NATIONAL SCREENING BUREAU	E	3/13/2013			999999		116.00
6805	WELLNESS INNOVATIONS & NURSING	E	3/13/2013			999999		3,645.84
6952	ADP INC	D	3/08/2013			999999		580.35

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	42	134,012.36	0.00	134,012.36
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	9	125,327.75	0.00	125,327.75
EFT:	88	116,378.87	0.00	116,378.87
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: 80144	TOTALS:	139	375,718.98	0.00	375,718.98
BANK: 80144	TOTALS:	139	375,718.98	0.00	375,718.98	

VENDOR SET: 99 City of Pittsburg, KS
BANK: EFT MANUAL EFTS
DATE RANGE: 3/06/2013 THRU 3/19/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0046	ETTINGERS OFFICE SUPPLY	E	3/18/2013			999999		545.49
0253	TAMARA N NAGEL	E	3/18/2013			999999		204.60
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	3/18/2013			999999		2,726.00
0455	LARRY BARRETT BODY * FRAME * T	E	3/11/2013			999999		908.75
0486	MID-STATES ORGANIZED CRIME INF	E	3/18/2013			999999		200.00
0577	KANSAS GAS SERVICE	E	3/18/2013			999999		25,255.82
0753	CRAWFORD COUNTY MENTAL HEALTH	E	3/18/2013			999999		10,326.28
0754	PSU SUBSTANCE ABUSE	E	3/18/2013			999999		3,000.00
1030	FREDDY VAN'S INC	E	3/18/2013			999999		3,500.00
2825	KANSAS DEPT OF ADMINISTRATION	E	3/18/2013			999999		622.46
2921	CSG SYSTEMS INC	E	3/18/2013			999999		5,525.59
3909	LADONNA MESPLAY	E	3/18/2013			999999		18.00
4957	BOB GILMORE	E	3/18/2013			999999		28.74
6309	TAMMY FRYE	E	3/11/2013			999999		400.00
6630	PATRICK WALKER	E	3/11/2013			999999		20.60
6630	PATRICK WALKER	E	3/18/2013			999999		29.39
6652	JOHNNY VILELA	E	3/11/2013			999999		2,425.00
6816	DEFFENBAUGH OF ARKANSAS LLC	E	3/18/2013			999999		933.74
6875	DARON HALL	E	3/18/2013			999999		192.50

VENDOR SET: 99 City of Pittsburg, KS

BANK: EFT MANUAL EFTS

DATE RANGE: 3/06/2013 THRU 3/19/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * 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:	19	56,862.96	0.00	56,862.96
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: EFT TOTALS: 19 56,862.96 0.00 56,862.96

BANK: EFT TOTALS: 19 56,862.96 0.00 56,862.96

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	3/15/2013			170269		110.55

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	110.55	0.00	110.55
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: MAN	TOTALS:	1	110.55	0.00	110.55
BANK: MAN	TOTALS:	1	110.55	0.00	110.55	
REPORT TOTALS:	167	432,692.49	0.00	432,692.49		

Passed and approved this 26th day of March, 2013.

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: TROY GRAHAM
Assistant Director of Public Works

DATE: March 15, 2013

SUBJECT: Agenda Item – March 27, 2013
Mark Fenton Visit

Live Well of Crawford County and local community partners would like to welcome nationally known “walking guru” Mark Fenton to Crawford County March 25-27 2013. Mark is a national expert who will suggest ways to enhance our physical and functional environment to improve the overall health and economic vitality of Crawford County.

While in Crawford County, Mark will meet with community groups, leaders and community members to endorse the value of a more livable and healthy community and discuss what is needed to achieve one. He will observe the communities’ readiness to support the specific actions for improvement and suggest improvements that can be made in the assessment areas to bicycle and pedestrian features and the general livability environment. He will be presenting to the Girard City, Crawford County and City of Pittsburg Commissions during their regular legislative sessions and will also be presenting to high school upperclassmen on Elk’s Student Government Day. Mark will be conducting two community walk/windshield audits where he will be focusing on specific areas as requested by the hosting organization and partners including downtowns, schools and selected neighborhoods.

Mark will help to prepare our community leadership to make decisions that will improve the health of our citizens and make our communities more economically attractive to business. He will also demonstrate what can be accomplished when entities work together for a common cause. Would you please place Mark Fenton on the agenda for the City Commission meeting scheduled for Tuesday, March 26, 2013 to discuss some of his findings and the outcome of his visit

Be a
part of
something
BIG

Live Well Crawford County,
a group of local champions
working to make our
community healthier and
more active.

Come be part of the solution.



For healthy change in Crawford County



Mark Fenton, who was called "America's Walking Guru" by USA Today and hosted the PBS series "America's Walking," travels across the nation helping communities find the economic and personal benefits of healthy, active living. From **March 25-27**, Live Well Crawford County is bringing Mark to our community.

Join us for an exciting event - exact dates and times to be announced soon - and find out first-hand how all can benefit when the community comes together **for the future of Crawford County.**



Brought to you by Live Well Crawford County.

For more information about Live Well Crawford County or to get involved, visit <http://www.facebook.com/LiveWellCrawfordCounty>, email livewellcrawfordcounty@gmail.com, or call (620) 232-1930.



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Pittsburg Area Chamber of Commerce President

DATE: March 20, 2013

SUBJECT: March 26, 2013 Agenda Item
Pinamonti Physical Therapy expansion request

Pinamonti Physical Therapy, P.A., a private outpatient physical therapy practice established in 2004, offers a full range of physical therapy and performance training services. The business, owned and established by Brian Pinamonti, has experienced considerable growth since its opening and is now ready for a major expansion valued at more than \$5.2 million.

Plans call for a 26,000 square foot, two-story building addition that would introduce innovative physical and aquatics therapy, along with enhanced wellness services, to Pittsburg. Local residents, along with those from across the region, are currently traveling to Joplin or Galena to receive these services. This will be the first aquatics physical therapy facility in Pittsburg. The facility's ability to provide additional wellness screens, blood work and executive screens has long been desired by local physicians and would further the growth of Pittsburg's medical community, a major initiative of the Imagine Pittsburg 2030 plan.

The facility will also increase the capacity for physical therapy patients, with Pinamonti Physical Therapy expected to double their daily patient load. This will be especially crucial given the completion of the new Via Christi Surgery Center in January 2014, which will further increase the number of area patients requiring physical therapy and rehabilitation.

An independent economic impact report on the Pinamonti Physical Therapy expansion project reveals the following ten-year projections on city and county impact:

- **Increase in total direct city revenues of more than \$540,000**

- Increased local sales tax collections of \$373,500
- Increased utility profits and franchise fees of \$48,600
- Increased property tax collections of more than \$118,000
- An increase in local personal incomes (salaries) of \$11.25 million

- **An increase in local retail spending of \$18.0 million**

- The addition of \$4.0 million to the local tax base
- An average of 54 construction jobs over the 9-12 month construction period

- **A total of 29 new permanent jobs in the community**

- Almost 40,000 out-of-town patient visitors
- Net additional funding to USD #250 of \$701,000

In addition, these projects could produce the following economic impact on Crawford County:

- **Increase in total direct county revenues of almost \$354,000**

- Increased county sales tax collections of \$226,400
- Increased county property tax collections of \$127,300

Mr. Pinamonti has secured \$4.65 million in financing, land and equity needed for the project, which leaves him in need of \$550,000 in gap financing to complete the expansion. The Economic Development Advisory Committee (EDAC) has recommended providing Pinamonti Physical Therapy, P.A. with a \$550,000 loan that would include a \$200,000 forgivable component contingent on the creation of no less than 29 new employees at an average annual wage of no less than \$30,000 per year within the next five years. The remaining \$350,000 will be repaid at 0% interest over a 20 year window with no payment for the first two years from final funds disbursement, which would be at the end of construction. There will be an added

incentive to forgive an additional \$7,000 per employee above the 29 employee threshold, given that the additional jobs provide an average wage of no less than \$40,000 per year.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 26, 2013. Action being requested is the approval or denial of the EDAC and recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



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: March 15, 2013

SUBJECT: AGENDA ITEM – March 26, 2013
Private Development Agreement
Community Health Center of Southeast Kansas

The Community Health Center of Southeast Kansas (CHC of SEK) has received a grant to expand its current facility located at 31st and Michigan. In conjunction with their proposed expansion, the CHC of SEK approached the City of Pittsburg requesting assistance in the construction of a new street to provide better access to their facility. They were awarded \$460,517 from the Revolving Loan Fund to facilitate the construction of 30th Street and to help with other expenses necessary for their expansion.

It will be necessary to coordinate the construction of 30th Street with the proposed construction of the parking lot for the CHC of SEK. They have requested authorization to enter into a Private Development Agreement with the City. Through the Agreement, they agree to hire a Kansas Licensed Engineer to prepare plans and specs in accordance to City requirements, deed the necessary right-of-way to the City and, thereafter, to construct the street under the inspection of the City's Engineering Division staff. Upon completion of the street, the City will accept the ownership of the street and future maintenance.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 26, 2013. Action necessary will be approval of disapproval of the request of CHC of SEK and, if approved, authorize the Mayor to sign the Private Development Agreement on behalf of the City of Pittsburg.

MEMO TO: DARON HALL
MARCH 15, 2013
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If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment: Private Development Agreement

Agreement Between City and Developer for Street and Storm Sewer Improvements

THIS AGREEMENT is made and entered on the ____ day of March 2013, by and between the **CITY OF PITTSBURG, KANSAS**, hereinafter called the “**CITY**” and **COMMUNITY HEALTH CENTER OF SOUTHEAST KANSAS, INC.**, hereinafter called the “**DEVELOPER**”, to be effective upon the Developer's compliance with the various conditions and covenants set forth herein.

WHEREAS, the City of Pittsburg, Kansas, has granted the request of the Developer to install a public street on dedicated public right-of-way as described herein,

WHEREAS, the Developer has agreed to install said public street in compliance with all City Codes, Ordinances, regulations and specifications, as well as the Kansas State Specifications for State Road and Bridge Construction, including, but not limited to, the specifications attached hereto, and

WHEREAS, after the City has inspected the Developer's completed project and has accepted the work as conforming to said Codes, Ordinances and Specifications, the City will thereafter maintain and repair said street.

The City and Developer hereby mutually agree and covenant:

- (1) The Developer will construct approximately 452 linear feet of 31 foot wide from back of curb to back of curb Portland cement concrete pavement all within public right-of-way described as follows:

Construct 452 linear feet on 30th Street beginning 30 feet west of the west line of the property owned by the Community Health Center of Southeast Kansas, Inc., Pittsburg, Kansas; thence east 452 feet to Michigan Street, including 429 linear feet of 21-inch storm sewer pipe, 18 linear feet of 18-inch storm sewer pipe, 49 linear feet of 15-inch storm sewer pipe, 101 linear feet of 24-inch storm sewer pipe, 6 linear feet of 30-inch storm sewer pipe, 4 curb inlets and 2 area inlets.

Work includes excavation embankment, compaction, street paving, curb and gutter, inlets, storm sewers, final grading and cleanup.

- (2) The Developer will submit for the review and approval of the City, drawings and a Project Manual to govern the street and storm sewer construction. These documents shall be sealed by an Engineer licensed to practice in the State of Kansas, and shall include, as a minimum, the information outlined in Exhibit A.

- (3) The City's inspector or appointed resident project representative will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed; and all questions which may arise as to the interpretation of codes, regulations and specifications. He will also have the authority to suspend the work wholly or in part due to the failure of the Developer to carry out provisions of the Agreement; for failure to follow his directives and orders; and, for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest.
- (4) The Developer will set stakes establishing lines and will establish grades and slopes subject to the approval of the City's inspector or resident project representative; which stakes shall not be removed by the Developer or Developer's agents or subcontractors without prior approval of said inspector.
- (5) The City's inspector or resident project representative shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector or resident project representative is not authorized to revoke, alter or waive any provision of this Agreement. All materials and each part of detail of the work shall be subject to inspection by the inspector or resident project representative who shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Developer as is required to make a complete and detailed inspection. Under no circumstances shall asphaltic concrete pavement or concrete curb and gutter be laid or installed without the personal presence of the City's inspector or resident project representative.
- (6) Compaction of earthwork shall be as specified on the plans and construction documents. Prior to any backfilling, the excavation shall be inspected and approved by the City's inspector or resident project representative. Backfill over areas that have not been satisfactorily tested for compaction shall be removed at the Developer's expense, so that compaction testing can be completed.
- (7) Any work done or materials used without the supervision and inspection of the City's inspector or resident project representative may be ordered, removed and replaced at Developer's expense.

- (8) All work which does not conform to the requirements of the City's codes, regulations and specifications will be considered unacceptable. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other caused found to exist, shall be removed immediately and replaced in a manner in accordance with the City's codes, regulations and specifications.
- (9) It is further agreed that should Developer or Developer's agents, representatives or subcontractors fail to remove any of the work found to be unacceptable, violate the terms of this Agreement, or fail to follow the directives and orders of the City's inspector or resident project representative, the City shall have the right to immediately stop all work. If the Developer or his agents, representatives or subcontractors fail to abide by the directives and orders of said inspector or representative, the City may file for a restraining order with all costs, expenses and attorney's fees to be paid by the Developer.
- (10) The Developer shall pay to the City an amount to cover costs and expenses of the inspector or resident project representative at the rate of \$25.00 per hour per inspector or representative. The City's inspector or resident project representative will record mileage to and from the job site. The reimbursement to the City will be based on trips from City Hall to the job site at a rate of \$0.55 per mile actual mileage. The City's estimated maximum costs and expenses is minimal, which amount shall be adjusted according to the actual time spent upon the completion of the work.
- (11) The Developer, its agents, representatives and subcontractors shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - a. All employees on the site and all other persons who may be affected thereby;
 - b. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Developer or any of its agents, representatives or subcontractors; or
 - c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement.

The Developer, its agents, representatives and subcontractors shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Developer, his agents, representatives and subcontractors shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations, as well as notifying owners and users of adjacent utilities.

- (12) The Developer shall cause to be filed with the City Clerk, prior to the start of any work, a copy of the declarations sheet the Developer's, and any of Developer's agents or subcontractors actually performing work on the site, general public liability and property insurance policies. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person as the result of any one occurrence, and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons as the result of any one occurrence, and with a limit liability of not less than \$1,000,000 for all property damage sustained by one or more persons due to any one occurrence.
- (13) The Developer shall also cause to be filed with the City Clerk, prior to the start of any work, and any of the Developer's agents, or subcontractors actually performing work on the site, certificates of workers compensation insurance policies, including occupational disease coverage, confirming coverage for all workers employed or working at the site in accordance with the provisions of the laws of the State of Kansas.
- (14) The Developer shall indemnify and hold the City, its agents, employees, officers and representatives harmless from all claims, damages, expenses and losses arising out of the performance of the work including, but not limited to, any negligent acts, errors or omissions of the Developer or Developer's agents or subcontractors.
- (15) Prior to acceptance of said street, the Developer will furnish a notarized waivers and releases of lien, on the form attached hereto, from all manufacturers, material men, subcontractors and others furnishing services or materials for the work; which forms shall be accompanied by a notarized affidavit signed by Developer that all persons providing labor, materials or supplies for the work have been paid.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF PITTSBURG, KANSAS

By: _____
Mayor – John Ketterman

ATTEST:

City Clerk – Tammy Nagel

**COMMUNITY HEALTH CENTER
OF SOUTHEAST KANSAS, INC.**

By: _____
Krista Postai – Chief Executive Officer

STATE OF KANSAS }
 }
 } ss:
CRAWFORD COUNTY }

BE IT REMEMBERED, that on the _____ day of _____, 2013, before me, the undersigned, came Krista Postai, Chief Executive Officer, of the Community Health Center of Southeast Kansas, Inc., a Corporation duly organized and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of Community Health Center of Southeast Kansas, Inc., and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal on the day and year last above written.

Notary Public –

My Commission Expires:_____

WAIVER OF LIEN

PITTSBURG
CITY

CRAWFORD
COUNTY

KANSAS
STATE

TO WHOM IT MAY CONCERN:

We, the undersigned laborer, mechanics, material men, contractors and subcontractors, have furnished labor and material for the construction of the following described project:

PROJECT NAME: Community Health Center of Southeast Kansas, Inc

PROJECT DESCRIPTION: 30th Street Addition

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid each of us and other good and valuable considerations, receipt whereof is hereby acknowledged, the undersigned do hereby waive all lien rights against the above described property for labor performed or to be performed, or by reason of material furnished or to be furnished, in the construction of improvements on said property heretofore described.

Please sign and return to:

The City of Pittsburg
D.B.A.
Public Works Department
P.O. Box 688
Pittsburg, KS 66762

Date: _____

Notary Public -

My Commission Expires:



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: March 15, 2013

SUBJECT: Agenda Item – March 26, 2013
Preliminary Engineering Services
Airport Lighting Improvements
FAA AIP Project No. 3-20-0069-014

Due to continued maintenance issues with the runway edge lighting and REIL's on Runway 16-34 the City staff had requested the re-direction of the FAA capital improvement funds for Atkinson Municipal Airport. The City Commission approved the re-direction of these funds and authorized the staff to make application through the FAA for funding to replace the runway lighting.

The City's application was approved by FAA and the City staff initiated the consultant selection process outlined by FAA. After review of the four consulting firms who submitted qualifications on this project, a selection committee has selected H. W. Lochner as the consultant for the Runway Lighting Project. In accordance with FAA requirements, the City hired a qualified independent professional, to perform an independent fee analysis of H. W. Lochner's fee. Upon receiving this analysis, the City staff negotiated with H. W. Lochner to within several dollars of the fee outlined by this analysis. Attached is an agreement with H. W. Lochner for this airport lighting project which includes:

- Replace Runway 16-34 Edge Lights and Runway End Identifier Lights (REILs).
- Replace Runway 4-22 REILs.
- Install Runway 16-34 Holding Position Signs and distance Remaining Signs.
- Install Supplemental Wind Cones for Runways 16, 4 and 22.
- Prepare a Disadvantaged Business Enterprise (DBE) Program and goals.

MEMO TO: DARON HALL
MARCH 15, 2013
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This project is estimated to cost approximately \$480,000 including design and construction engineering fees. The project funding is 90% by FAA and 10% by the City of Pittsburg. The funds for the City of Pittsburg will come from the Sales Tax Capital Outlay Fund. H.W. Lochner's total fees for this project are \$115,950 of which 90% will be funded by FAA.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 26, 2013. Action necessary will be approval or disapproval of the agreement and, if approved, authorize the Mayor to sign on behalf of the City.

Attachment: H. W. Lochner Agreement

**AGREEMENT FOR SERVICES
FOR IMPROVEMENTS TO THE
ATKINSON MUNICIPAL AIRPORT
PITTSBURG, KANSAS
F.A.A. A.I.P. PROJECT NO. 3-20-0069-014**

THIS AGREEMENT made and entered into this _____ day of _____, 2013 by and between the City of Pittsburg, Kansas, with offices located at 201 West 4th Street, Pittsburg, Kansas, 66762, hereinafter referred to as the "Sponsor", and H.W. Lochner, Inc. (Lochner), with offices located at 903 East 104th Street, Suite 800, Kansas City, MO 64131-3451, hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Sponsor is desirous of making the following improvements, hereinafter called the "Project", at the Atkinson Municipal Airport:

- Replace Runway 16-34 Edge Lighting and Runway End Identifier Lights (REILs)
- Replace East Portion of Apron Connecting Taxiway Edge Lighting
- Replace Runway 4-22 REILs
- Install Runway 16-34 Holding Position Signs and Distance Remaining Signs
- Install Supplemental Wind Cones for Runways 16, 4, and 22
- Prepare Disadvantaged Business Enterprise (DBE) Program for Federal Fiscal Year 2013-2015 and Calculate DBE Goal for the Electrical Improvements Project
- These items are being funded through a future grant from the Federal Aviation Administration (FAA)

WHEREAS, the Sponsor has agreed to employ the Consultant to perform the engineering services required for performing field investigations and for preparing engineer's design report, designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and Project budget. The Consultant shall also assist the Sponsor with bidding and administrative services. The Consultant will also provide construction administration and observation services for the proposed Project.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

The Consultant, in consideration of the payment as hereinafter specified on the part of the Sponsor, agrees to perform engineering services enumerated as follows:

The Consultant will perform field investigations, produce engineer's design report, construction plans, contract documents/technical specifications, tabulation of construction quantities, and engineer's opinion of probable construction costs and project budget for the Project. The Consultant will assist the Sponsor with administrative services, updating the existing Disadvantaged Business Enterprise (DBE) Program and establishing a project specific goal, and coordination with the FAA. The Consultant will assist the Sponsor with advertisement for obtaining construction bids, receipt of bids, and award of the construction contract. The Consultant will also provide the services required for construction administration, observation, and materials testing.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circular 150/5300-13A "Airport Design," and Advisory Circular 150/5370-10F "Standards for Specifying Construction of Airports". The Consultant will follow FAA Central Region Guidance including AIP Guide 900, "Project Design Development Project" and AIP Guide 1000, "Construction Phase". The following is a detailed description of the specific services that are a duty of this Agreement.

A. BASIC SERVICES

1. Preliminary Phase

- a. Coordination with the Sponsor and FAA regarding Project scope, schedule, and budget.
- b. Prepare Sponsor Certification for Selection of Consultants for Sponsor review and submittal to the FAA.
- c. Conduct a site visit of the Atkinson Municipal Airport to research existing conditions and to meet with City Staff, the Airport Manager and Airport tenants.

2. Design Phase

- a. Prepare Preliminary Engineer's Design Report which will include a narrative regarding the edge lighting, guidance signs, and navigational aids improvement Project, construction phasing and safety, engineer's opinion of probable construction cost, Project budget and identification of deviation from FAA design criteria. The complete Preliminary Engineer's Design Report will be submitted with the preliminary Plans and Contract Documents/Technical Specifications to the Sponsor (two [2] copies) and the FAA (one [1] copy) for review and comment.
- b. Prepare Construction Plans and Contract Documents/Technical Specifications for the Project.

- 1) Prepare Construction Plans for the Project. The Construction Plans will generally include the following:

- Title Sheet
- General Airport Layout Plan
- Construction Safety and Phasing Plan
- General Notes and Summary of Quantities
- Edge Lighting Demolition Plan
- Runway Edge Lighting Plans and Details
- Taxiway Edge Lighting Plans and Details
- REIL Replacement Plan and Details
- Guidance Sign Installation Plan and Details
- Supplemental Wind Cone Installation Plan and Details
- Control and Power Distribution Diagrams
- Panelboard Schedule
- Electrical Vault Details
- Miscellaneous Electrical Details

- 2) Submit Construction Safety and Phasing Plan to the Sponsor and FAA via e-mail as an attached PDF for review and comment. Plan sheet to be submitted independently of other Construction Plans in order facilitate discussions related to proposed Project phasing and implementation of safety measures.
- 3) Prepare Contract Documents/Technical Specifications that are in accordance with FAA criteria and satisfy Project specific needs. The specifications shall be developed using FAA Advisory Circular 150/5370-10F and "Regional Modifications to Standards".
- 4) Submit preliminary Engineer's Design Report, preliminary (90%) Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction cost, and Project budget to Sponsor (two [2] copies) and FAA (one [1] copy) for review and approval.
- 5) Finalize Engineer's Design Report, Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary (90%) review comments.
- 6) Attend and conduct Design Review Meeting and conduct a field check at the Atkinson Municipal Airport at the 90% preliminary submittal level.
- 7) Submit Final Engineer's Design Report, Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction cost and Project budget to the Sponsor (two [2] copies) and the FAA (one [1] copy) for final approval and authorization to advertise.

3. Bidding Phase

The Consultant will assist the Sponsor with the bidding process and award of a contract as follows:

- a. Assist the Sponsor with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective contractors. (The Sponsor shall place the advertisement in the appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions and clarify points pertaining to the Construction Plans, Contract Documents and Technical Specifications during the bidding phase.
- d. Attend and coordinate a prebid meeting.
- e. Prepare and issue addendums during the Bidding Phase as required.
- f. The Consultant will not attend the bid opening. The Sponsor shall provide the Consultant with a copy of all the bid Proposal Forms and attachments for each bid received.
- g. Tabulate and analyze bid results, prepare Project budget, review DBE subcontractor's list provided by the contractor and make recommendation of contract award. The Consultant will attend a City Council meeting to address any questions related to recommendation of award of contract.

- h. Prepare Contract Documents for award to the successful Bidder.

B. SPECIAL SERVICES

1. Administrative Assistance
 - a. Prepare FAA Form 7460 “Notice of Proposed Construction of Alteration” for proposed supplemental wind cones, contractor staging area, and haul routes crossing through active aircraft operations areas.
 - b. Assist the Sponsor in preparation of FAA Project Grant Application for federal funding for Sponsor submittal to the FAA Airports Division.
 - c. Assist the Sponsor in preparation of required Sponsor Certifications throughout the project for submittal to the FAA Airports Division.
 - d. Assist the Sponsor in preparation of monthly invoice summary requests as required for grant reimbursement and preparation of FAA Forms 271 and 425 as required by the FAA throughout the course of the Project.
 - e. Assist the Sponsor in preparation of Sponsor Quarterly Performance Reports for submittal to the FAA Airports Division on a quarterly basis for the duration of the Project.
2. Assist the Sponsor with updating their Disadvantaged Business Enterprise (DBE) program to meet FAA requirements.
 - a. The Consultant shall assist the Sponsor in updating their current DBE Program to comply with the requirements of 49 CFR 26. The Program will be developed using the FAA, Central Region, AIP Guide 200, “Civil Rights.” The Consultant will submit two (2) preliminary copies of the updated Program to the Sponsor for use during the Notice to the public period. The Consultant will revise the DBE Program per the Public comment period as required and provide the Sponsor with three (3) copies of the Final DBE Program. The Sponsor shall submit one (1) copy of the updated Program to the FAA for review and approval.

C. CONSTRUCTION SERVICES

1. Preliminary
 - a. Prepare copies of the Construction Plans and Contract Documents/Technical Specifications for use by the Contractor during construction.
 - b. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to the attendees.
2. Provide on-site construction observation, materials testing and observation management.
 - a. Provide construction observation services, including preparation of daily reports, weekly reports, material test results and other reports as required by the FAA to document the prosecution and progress of the Project. The Consultant shall provide full time observation of the Project.

- b. Review shop drawings and material certification submittals from the Contractor.
 - c. Provide observation and testing of construction materials.
 - d. Prepare Contractor's progress estimates, Sponsor's request for reimbursement of funds, and FAA quarterly reports.
 - e. Prepare change orders and supplements necessary for construction of the Project.
 - f. Attend and conduct a final review of the Project with the Sponsor and the FAA.
3. Project Closeout Phase
- a. Prepare and submit to the Sponsor one (1) set of black line prints of the record drawings. The Sponsor will be provided with electronic data of the record drawings upon request.
 - b. Update Airport Layout Plan. This will include updating the Airport Layout Drawing to reflect the construction improvements.
 - c. Prepare the documents relating to engineering design and construction services for Project closeout as required by the FAA.

ARTICLE II SPONSOR'S RESPONSIBILITIES

The Sponsor, as a part of this Agreement, shall provide the following:

1. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform his/her services.
2. Assist in approvals and permits from all governmental entities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
3. Designate in writing a person to act as Sponsor representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.
4. Give prompt written notice to the Consultant whenever Sponsor observes or knows of any development that affects the scope or timing of Consultant's services.
5. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the Project.
6. One (1) copy of existing plans, reports, or other data the Sponsor may have on file with regard to this Project.
7. Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required for federal, state, and local agencies identified by environmental consultants for the Sponsor in currently available reports.

**ARTICLE III
TIME SCHEDULE**

The Consultant agrees to proceed with the services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. BASIC SERVICES

1. Preliminary Phase As Required
2. Design Phase
 - a. Submit Preliminary Engineer’s Design Report 30 Calendar Days After
Receipt of Notice to Proceed
 - b. Plans and Specifications
 - 2) Submit Construction Safety and Phasing Plan..... 14 Calendar Days After
Receipt of Notice to Proceed
 - 4) Submit Preliminary Plans and Specifications 30 Calendar Days After
Receipt of Notice to Proceed
 - 7) Submit Final Plans and Specifications..... 14 Calendar Days After
Receipt of Review Comments for Item A.2.b.4)
3. Bidding Phase As Required

B. SPECIAL SERVICES

1. Administrative Assistance..... As Required
2. Update DBE Program14 Calendar Days
After Receipt of Notice to Proceed

C. CONSTRUCTION SERVICES

1. through 2. Construction Services..... As Required.
3. Project Closeout Phase.....90 Calendar Days
After Final Review

The contract time as set forth herein does not include review time by the Sponsor or participating agencies.

**ARTICLE IV
COMPENSATION**

The Sponsor agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

1. Preliminary Phase.....	\$ 4,400.00 Lump Sum
2. Design Phase	\$ 29,000.00 Lump Sum
3. Bidding Phase	<u>\$ 6,900.00</u> Lump Sum
Subtotal Basic Services	\$ 40,300.00 Lump Sum

B. SPECIAL SERVICES

1. Administrative Assistance.....	\$ 3,550.00 Lump Sum
2. Update DBE Program	<u>\$ 2,600.00</u> Lump Sum
Subtotal Special Services	\$ 6,150.00 Lump Sum

Total Basic and Special Services \$ 46,450.00 Lump Sum

C. CONSTRUCTION SERVICES

1. through 2. Construction Services.....	\$ 63,400.00 Not-To-Exceed
3. Project Closeout Phase	\$ 5,300.00 Lump Sum

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Sponsor.

For Item A. Basic Services, Item B. Special Services, and Item C. Construction Services, Part 3, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Sponsor a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

The fixed payment to the Consultant for services outlined in Item C. 1. through 2., Construction Services, shall be \$7,049.00, and the total payment to the Consultant shall not exceed \$63,400.00.

If the Contractor exceeds a construction contract period of seventy (70) calendar days, the Consultant may renegotiate the respective fixed payment and not-to-exceed amount. The renegotiated fixed payment and not-to-exceed amount will be estimated based on direct salary costs, labor and general overhead, out-of-pocket expenses, and profit similar to those used in this Agreement.

Travel on and off the Project site required of Consultant personnel will be compensated at the current rate allowed by the Internal Revenue Service. Travel expenses and labor will be charged to and from the Consultant’s Kansas City, Missouri office and Salina, Kansas office.

For engineering services applicable to Item C., Parts 1 and 2, the Consultant will submit monthly statements to the Sponsor for payroll costs times a factor for labor and general administrative overhead

(2.7578) and all other expenses incurred on the Project. A pro rata share of the fixed payment in proportion of the statement amount to the not-to-exceed amount will be included on the monthly statement.

Costs other than personnel services incurred by the Consultant will be documented in the written statement and will be at the cost to the Consultant from the vendor.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

ARTICLE V MANDATORY FEDERAL CONTRACT PROVISIONS

During the performance of this Contract, the Consultant for itself, its assignees and successors in interest agree as follows:

A. **Civil Rights Act of 1964, Title VI-Contractor Contractual Requirements (49 CFR Part 21)**

During the performance of this Contract, the Consultant for itself, its assignees and successors in interest agree as follows:

1. Compliance with Regulations: The Consultant shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination: The Consultant, with regard to the services performed during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor or the FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the Sponsor shall impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Consultant under the Contract until the Consultant complies; and/or
 - b. Cancellation, termination or suspension of the Contract, in whole or in part;
 6. Incorporation of Provisions. The Consultant shall include the provisions of Paragraphs 1 through 6 in every subcontract, including procurement of materials and leases of equipment unless exempted by the Regulations or directives issued pursuant thereto. The Consultant shall take such action, with respect to any subcontract or procurement, as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interest of the Sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.
- B. Airport and Airway Improvement Act of 1982, Section 520 – General Civil Rights Provisions (49 USC § 47123)
1. The Consultant assures that it will comply with pertinent Federal statutes, Executive orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from Federal assistance.
 2. In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- C. Disadvantaged Business Enterprises (49 CFR Part 26)
1. Contract Assurance (§26.13) – The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
 2. Prompt Payment (§26.29) – The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

D. Lobbying and Influencing Federal Employees (49 CFR Part 20)

1. No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

E. Access to Records and Reports (49 CFR §18.36)

1. The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

F. Breach of Contract Terms (49 CFR §18.36)

1. Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

G. Rights to Inventions (49 CFR §18.36)

1. All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

H. Trade Restriction Clause (49 CFR Part 30)

1. The Consultant or their subcontractors by execution of a contract certifies that it:
 - a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 - b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly by one or more citizens or nationals of a foreign country on said list;

- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
2. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the Sponsor, cancellation of the contract at no cost to the Government.
3. Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
4. The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant, if at any time it learns that its certification was erroneous by reason of changed circumstances.
5. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the Sponsor, cancellation of the contract or subcontract for default at no cost to the Government.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

I. Termination of Contract (49 CFR §18.36)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
 4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in Paragraph 2 of this clause.
 5. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- J. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (49 CFR Part 29)
1. The Consultant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. Change in Scope. The Scope of Services described herein shall be subject to modification or supplement upon the written Agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this Agreement by Supplemental Agreement executed by both parties.
2. Ownership of Drawings and Contract Documents. Original documents, tracings, plans specifications and maps prepared or obtained under the terms of the Contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations, and other data shall be made available upon request by the Sponsor without restriction or limitation on their use. In the event any of the above documents are re-used by the Sponsor, the nameplates will be removed and the Consultant will be released and held harmless of subsequent liabilities. There shall be no legal limitations upon the Sponsor in the subsequent use of plans or ideas developed in this project and incorporated in the preliminary or final reports or plans for the subsequent preparation of construction plans.
3. Electronically Produced Documents. Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2011. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of the basic

Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed including the cost of materials.

The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor or other Agencies.

4. Engineer's Opinion of Probable Project Cost and Construction Cost. Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. However, the Consultant represents that he will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Sponsor.
5. Remedies. In the event of a claim, dispute and other matters in question arising out of or relating to this Agreement or the services to be rendered hereunder, the Engineer and the Sponsor agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such claims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining claim, dispute or other matter in question by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

The fourth paragraph of this section has been deleted per the request of the Sponsor.

6. Insurance. The Engineer shall procure and maintain at its expense during the effective period of this Contract the following insurance from insurance companies authorized to do business in Kansas covering all operations and services under this Contract performed by Engineer.
 - a. Workers' Compensation Insurance in accordance with the provisions of the Kansas Workers' Compensation Act.
 - b. Commercial General Liability in amounts not less than \$1 million combined single limit per occurrence and \$1 million aggregate for bodily injury, personal injury and property damage with endorsements to include broad form contractual, and broad form property damage.
 - c. Automobile Liability, Bodily Injury and Property Damage with a limit of \$1 Million for occurrence, combined single limit including owned, hired and non-owned autos.

- d. Professional Liability Insurance in amounts not less than \$1 million per claim and annual aggregate.

The Engineer shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this paragraph. The certificates shall provide that the insurance shall not be canceled until ten (10) days written notice shall have been given to Sponsor.

- 7. Liability. Each party will defend and indemnify and hold harmless the other party from and against third party claims for liability, damage, loss, costs and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities owned or controlled by such indemnifying party, unless such injury or damage resulted from the sole negligence of the other party. In the event negligence is attributable to both parties, each party shall be responsible for the resulting damages attributable to the negligence of such party whether such proportionate share is arrived at through agreement between the parties or as a result of litigation.
- 8. Force Majeure. Any delay or failure of Engineer in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Engineer, provided that prompt written notice of such delay or suspension be given by Engineer to the Sponsor. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Engineer shall be reimbursed for the cost of such delays.
- 9. Binding Upon Successors. This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above-written.

SPONSOR:

CITY OF PITTSBURG, KANSAS

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

CONSULTANT:

H.W. LOCHNER, INC.

ATTEST:

By: _____
Matthew J. Jacobs, P.E.

By: _____
Steven D. Harris, P.E.

Title: Senior Project Manager

Title: Vice-President

**DERIVATION OF CONSULTANT PROJECT COSTS FOR
ENGINEERING DESIGN BASIC AND SPECIAL SERVICES**

**REPLACE R/W 16-34 EDGE LIGHTING AND REIL'S
REPLACE EAST PORTION OF APRON CONNECTING T/W EDGE LIGHTING
REPLACE R/W 4-22 REIL'S
INSTALL R/W 16-34 HOLDING POSITION SIGNS & DIST. REMAINING SIGNS
INSTALL SUPPLEMENTAL WIND CONES FOR R/W's 16, 4 AND 22**

**FAA PROJECT NO. A.I.P. 3-20-0069-014
ATKINSON MUNICIPAL AIRPORT
PITTSBURG, KANSAS**

March 4, 2013

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	2	\$60.00	\$ 120.00
Project Manager	63	\$48.50	\$ 3,055.50
Design Engineer II	50	\$35.00	\$ 1,750.00
Design Engineer I	143	\$28.00	\$ 4,004.00
Sr. Electrical Engineer	42	\$45.00	\$ 1,890.00
Technician	119	\$23.00	\$ 2,737.00
Administrative Asst.	38	\$20.00	\$ 760.00
Total Direct Salary Costs			= \$ 14,316.50

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 175.78% = \$ **25,165.54**

3. SUBTOTAL:

Items 1 and 2 = \$ **39,482.04**

4. PROFIT:

15% of Item 3 Subtotal = \$ **5,922.31**

Subtotal of Items 3 and 4 \$ **45,404.35**

5. OUT-OF-POCKET EXPENSES:

a. Mileage 1,192 miles @\$0.565/mile = \$ 673.75
 b. Meals 2 days @ \$39.00/day = \$ 78.00
 c. Motel 0 days @ \$75.00/day = \$ -
 d. Mailing/Shipping Expenses = \$ 90.00
 e. Materials & Supplies = \$ 203.90

Total Out-of-Pocket Expenses = \$ **1,045.65**

6. SUBCONTRACT COST:

a. None \$ -

7. TOTAL FEE:

Items 3, 4, 5 and 6 \$ **46,450.00**

ENGINEERING DESIGN BASIC AND SPECIAL SERVICES - COST BREAKDOWN

REPLACE R/W 16-34 EDGE LIGHTING AND REIL'S
REPLACE EAST PORTION OF APRON CONNECTING T/W EDGE LIGHTING
REPLACE R/W 4-22 REIL'S
INSTALL R/W 16-34 HOLDING POSITION SIGNS & DIST. REMAINING SIGNS
INSTALL SUPPLEMENTAL WIND CONES FOR R/W's 16, 4 AND 22

ATKINSON MUNICIPAL AIRPORT
PITTSBURG, KANSAS

March 4, 2013

Classification:	Principal	Project Manager	Design Engineer II	Design Engineer I	Sr. Electrical Engineer	Technician	Admin. Assistant	Other Costs
Hourly Rate:	\$190.29	\$153.82	\$111.00	\$88.80	\$142.72	\$72.94	\$63.43	
A. BASIC SERVICES								
1. Preliminary Phase:	0	14	2	0	10	0	2	(2)
Labor Subtotal =	\$ 3,929.45	\$0.00	\$2,153.43	\$222.00	\$0.00	\$1,427.16	\$0.00	\$126.86
Expense Subtotal =	\$ 470.55							\$ 470.55
Subconsultant Subtotal =	\$ -							\$ -
Total Fee =	\$ 4,400.00							
2. Design Phase:	2	25	26	97	28	109	16	(1,2)
Labor Subtotal =	\$ 28,687.53	\$380.58	\$3,845.41	\$2,886.04	\$8,613.71	\$3,996.05	\$7,950.88	\$1,014.87
Expense Subtotal =	\$ 312.47							\$ 312.47
Subconsultant Subtotal =	\$ -							\$ -
Total Fee =	\$ 29,000.00							
3. Bidding Phase:	0	16	4	30	4	6	2	(1,2)
Labor Subtotal =	\$ 6,704.49	\$0.00	\$2,461.06	\$444.01	\$2,664.03	\$570.86	\$437.66	\$126.86
Expense Subtotal =	\$ 195.51							\$ 195.51
Subconsultant Subtotal =	\$ -							\$ -
Total Fee =	\$ 6,900.00							
PART A SUBTOTAL =	\$ 40,300.00							

- (1) Mileage, Motel and Meals
- (2) Equipment, Materials and Supplies
- (3) Vendor Services

Classification:	Principal	Project Manager	Design Engineer II	Design Engineer I	Sr. Electrical Engineer	Technician	Admin. Assistant	Other Costs
Hourly Rate:	\$190.29	\$153.82	\$111.00	\$88.80	\$142.72	\$72.94	\$63.43	

B. SPECIAL SERVICES

1. Administrative Assistance:	0	6	18	0	0	4	5	(2)
<i>Labor Subtotal</i> =	\$ 3,529.85	\$0.00	\$922.90	\$1,998.03	\$0.00	\$291.78	\$317.15	
<i>Expense Subtotal</i> =	\$ 20.15							\$ 20.15
<i>Subconsultant Subtotal</i> =	\$ -							\$ -
Total Fee =	\$ 3,550.00							

2. Update DBE Program:	0	2	0	16	0	0	13	(2)
<i>Labor Subtotal</i> =	\$ 2,553.03	\$0.00	\$307.63	\$0.00	\$1,420.82	\$0.00	\$824.58	
<i>Expense Subtotal</i> =	\$ 46.97							\$ 46.97
<i>Subconsultant Subtotal</i> =	\$ -							\$ -
Total Fee =	\$ 2,600.00							

PART B SUBTOTAL = \$ 6,150.00

GRAND TOTAL = \$ 46,450.00

- (1) Mileage, Motel and Meals
- (2) Equipment, Materials and Supplies
- (3) Vendor Services

**DERIVATION OF CONSULTANT PROJECT COSTS FOR
CONSTRUCTION OBSERVATION SERVICES**

70 CALENDAR DAYS CONSTRUCTION CONTRACT

**REPLACE R/W 16-34 EDGE LIGHTING AND REIL'S
REPLACE EAST PORTION OF APRON CONNECTING T/W EDGE LIGHTING
REPLACE R/W 4-22 REIL'S
INSTALL R/W 16-34 HOLDING POSITION SIGNS & DIST. REMAINING SIGNS
INSTALL SUPPLEMENTAL WIND CONES FOR R/W's 16, 4 AND 22**

**FAA PROJECT NO. A.I.P. 3-20-0069-014
ATKINSON MUNICIPAL AIRPORT
PITTSBURG, KANSAS**

March 4, 2012

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$60.00	\$ -
Const. Services Mgr.	53	\$44.00	\$ 2,332.00
Design Engineer II	16	\$35.00	\$ 560.00
Construction Observer	453	\$30.00	\$ 13,590.00
Sr. Electrical Engineer	8	\$45.00	\$ 360.00
Administrative Asst.	10	\$20.00	\$ 200.00
Total Direct Salary Costs			= \$ 17,042.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 175.78% = \$ 29,956.43

3. SUBTOTAL:

Items 1 and 2 = \$ 46,998.43

4. PROFIT:

15% of Item 3 Subtotal = \$ 7,049.76

Subtotal of Items 3 and 4 \$ 54,048.19

5. OUT-OF-POCKET EXPENSES:

a. Mileage 3,470 miles @ \$0.565/mile = \$ 1,960.55
 b. Meals 54 days @ \$39.00/day = \$ 2,106.00
 c. Motel 50 days @ \$75.00/day = \$ 3,750.00
 d. Materials & Supplies = \$ 35.26

Total Out-of-Pocket Expenses = \$ 7,851.81

6. SUBCONTRACT COST:

a. Construction Materials Testing \$ 1,500.00

7. TOTAL FEE:

Items 3, 4, 5 and 6 \$ 63,400.00

**DERIVATION OF CONSULTANT PROJECT COSTS FOR
PROJECT CLOSEOUT SERVICES**

**REPLACE R/W 16-34 EDGE LIGHTING AND REIL'S
REPLACE EAST PORTION OF APRON CONNECTING T/W EDGE LIGHTING
REPLACE R/W 4-22 REIL'S
INSTALL R/W 16-34 HOLDING POSITION SIGNS & DIST. REMAINING SIGNS
INSTALL SUPPLEMENTAL WIND CONES FOR R/W's 16, 4 AND 22**

**FAA PROJECT NO. A.I.P. 3-20-0069-014
ATKINSON MUNICIPAL AIRPORT
PITTSBURG, KANSAS**

March 4, 2012

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$60.00	\$ -
Const. Services Mgr.	4	\$44.00	\$ 176.00
Design Engineer II	10	\$35.00	\$ 350.00
Construction Observer	24	\$30.00	\$ 720.00
Sr. Electrical Engineer	1	\$45.00	\$ 45.00
Administrative Asst.	16	\$20.00	\$ 320.00
			<u>\$ 1,611.00</u>
	Total Direct Salary Costs		= \$ 1,611.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 175.78% = \$ 2,831.82

3. SUBTOTAL:

Items 1 and 2 = \$ 4,442.82

4. PROFIT:

15% of Item 3 Subtotal = \$ 666.42

Subtotal of Items 3 and 4 \$ 5,109.24

5. OUT-OF-POCKET EXPENSES:

a. Mileage	230 miles @ \$0.565/mile	= \$ 129.95
b. Meals	1 days @ \$39.00/day	= \$ 39.00
c. Motel	0 days @ \$75.00/day	= \$ -
d. Materials & Supplies		= \$ 21.81

Total Out-of-Pocket Expenses = \$ 190.76

6. SUBCONTRACT COST:

a. None \$ -

7. TOTAL FEE:

Items 3, 4, 5 and 6 \$ 5,300.00



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: March 15, 2013

SUBJECT: AGENDA ITEM – March 26, 2013
Authorizing Resolution No. 1134
Amending Scope of the Quincy Street Improvements Project

Originally, the Quincy Street Improvements Project was scheduled to extend from Broadway Street east to Stilwell Street. Due to budgetary restraints, the project's scope was reduced to extend from Broadway Street to a point just east of Joplin Street. Authorizing Resolution No. 1099 was approved when the project was larger and did not include relocation of the water lines in the project area. Resolution No. 1134 will amend Resolution No. 1099 reducing the scope of the project as well as the bonding amount, and include the relocation of the water lines.

Currently, Quincy Street is designed for 3-lanes from Broadway Street to a point 254 feet east of Joplin Street and to be concrete pavement. Plans and specs have been submitted to KDOT, and they have authorized the City to begin purchasing the necessary right-of-way. The project is scheduled to bid in January of 2014. The project is being funded 80% by KDOT and 20% by the City of Pittsburg.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 26, 2013. Action necessary will be approval of disapproval of Resolution No. 1134 to amend the scope of the project and, if approved, authorize the Mayor to sign the Resolution on behalf of the City of Pittsburg.

Attachment: Resolution No. 1134

RESOLUTION NO. 1134

A RESOLUTION, amending Resolution No. 1099 due to a change in the scope of the project and a reduction in the cost of the project, and providing for the improvement of Quincy Avenue from the east curb line of South Broadway Street, east a distance of approximately 1,610 feet to a point 342.5 feet east of the intersection of the centerlines of Joplin Street and Quincy Avenue (designated as Paving District No. 10-1), by first removing the existing pavement, drainage improvements, curb and gutter, and incidental construction relating to the improvement, easement and right-of-way acquisitions, three lanes of paving, a transition from three lanes to two lanes, pavement marking, surveying, intersections at Elm Street south of Quincy Avenue, Elm Street north of Quincy Avenue and Joplin Street, sidewalks, drive approaches, traffic signal at the Joplin Street intersection, water lines, design and construction engineering, together with all things necessary and incidental thereto; and authorizing the issuance of general improvement obligation bonds and temporary notes from time to time as required during the progress of the work under the authority of K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and any amendments thereto, and Article I of Chapter 10, as amended, of the Kansas Statutes Annotated.

WHEREAS, the Governing Body of the City of Pittsburg, Kansas, has by Ordinance designated and established all of Quincy Avenue from the East City Limits to the West City Limits as a main traffic way, as defined by K.S.A. 12-685; and

WHEREAS, the Governing Body of the City of Pittsburg, Kansas, hereby declares the necessity for and the intention to improve Quincy Avenue from the east curb line of South Broadway east a distance of approximately 1,610 feet to a point

342.5 feet east of the intersection of the centerlines of Joplin Street and Quincy Avenue (designated as Paving District No. 10-1), by first removing the existing pavement, drainage improvements, curb and gutter, and incidental construction relating to the improvement, easement and right-of-way acquisitions, three lanes of paving, a transition from three lanes to two lanes, pavement marking, surveying, intersections at Elm Street south of Quincy Avenue, Elm Street north of Quincy Avenue and Joplin Street, sidewalks, drive approaches, traffic signal at the Joplin Street intersection, water lines, design and construction engineering, together with all things necessary and incidental thereto.

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

Section 1: That Section 1 of Resolution No. 1099 is hereby amended to read: That it is necessary and advisable to improve Quincy Avenue from the east curb line of South Broadway Street east, a distance of approximately 1,610 feet to a point 342.5 feet east of the intersection of the centerlines of Joplin Street and Quincy Avenue (designated as Paving District No. 10-1), by first removing the existing pavement, drainage improvements, curb and gutter, and incidental construction relating to the improvement, easement and right-of-way acquisitions, three lanes of paving, a transition from three lanes to two lanes, pavement marking, surveying, intersections at Elm Street south of Quincy Avenue, Elm Street north of Quincy Avenue, Joplin Street, sidewalks, drive approaches, traffic signal at the Joplin Street intersection, water lines, design and construction engineering, together with all things necessary and incidental thereto.

Section 2: That the aforesaid improvement is declared to be in the public interest, authorized and directed and ordered to be completed, with any actions heretofore taken being affirmed, confirmed, and ratified; and, further, that the employment of highway and traffic engineers as necessary for the development and planning of said improvement is also authorized.

Section 3: That this Resolution is intended to be a declaration of the City's official intent to reimburse itself from the proceeds of either temporary notes or general obligation bonds to be issued by the City for any improvement costs incurred and paid by the City from moneys other than the proceeds of either the City's notes or the bonds. A copy of this Resolution is available for inspection by the public at any time during all business hours in the office of the City Clerk, 201 West 4th Street, Pittsburg, Kansas.

Section 4: That Section 4 of Resolution No. 1099 is hereby amended to read: That for the purposes of paying the City's participation in the costs of making the capital improvements described and referred to herein and reimbursing expenditures necessitated by the improvement, including the payment of necessary architectural, engineering, legal, and incidental costs relating thereto, the City of Pittsburg, Kansas, is hereby authorized, by a subsequent resolution referring to this Resolution, to issue temporary notes from time to time as required during the progress of the work in a total sum not to exceed the amount of \$3,200,000; which amount is hereby increased at the rate of one-half of one percent per month from and after the date of the approval of this Resolution. Said notes shall be dated as of the date specified in the subsequent resolution, shall bear interest at a rate not to exceed the limit authorized by K.S.A. 10-1009 and any amendments thereto, shall be payable in accordance with the terms of

the notes, shall mature not later than two years from the date of the issuance of the notes, and shall be redeemed and cancelled before or at the time permanent general obligation improvement bonds are issued in lieu thereof. Said notes are authorized by K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and any amendments thereto, and Article I, of Chapter 10, and any amendments thereto, of Kansas Statutes Annotated.

Section 5: That Section 5 of Resolution No. 1099 is hereby amended to read: That the cost and expense of constructing said improvement following receipt of funds from the State of Kansas, or any other source, shall be financed by the issuance of general obligation improvement bonds of the City in an amount not exceeding \$3,200,000; which amount is hereby increased at the rate of one-half of one percent per month from and after the date of approval of this Resolution.

Section 6: That the Mayor and Clerk of the City be, and they are, hereby authorized to give public notice, in accordance with the requirements of K.S.A. 10-106, and any amendments thereto, of the City's intent to sell its general obligation improvement bonds to finance the City's cost of constructing said improvement.

Section 7: The Governing Body or its representative, following the review of bids received, may let the contract for the construction of said improvement or any part thereof to the lowest responsible bidder. Upon acceptance of any bid, the bidder or contractor to whom the contract shall be awarded, shall enter into a written agreement with the City or its representative for the construction of said improvement or any part thereof, and shall execute a bond with satisfactory surety thereon, conditioned for the faithful performance of said contract, and a bond indemnifying and saving the City

harmless because of any injury to persons or property caused by the negligence of the contractor and the contractor's agents, employees or servants. All of the work shall be done under the supervision of highway and traffic engineers or the City Engineer and shall be subject to the approval of the Governing Body or its representative before final acceptance.

Section 8: That Section 8 of Resolution No. 1099 is hereby amended to read: The City both reasonably expects and intends to finance the costs of said improvements from the proceeds of general obligation bonds of the City. The City does hereby express its official intent to reimburse any such capital expenditures made or obligations incurred by it on or after the date which is sixty (60) days before the date of this Resolution from the proceeds of such bonds in the estimated maximum principal amount of \$3,200,000. The City will issue such bonds for such purposes and make the reimbursements within eighteen (18) months after the date the expenditure to be reimbursed was paid or, if later, eighteen (18) months after the date on which the property resulting from the expenditure was placed in service. Provided, that, in any event, the City must make the reimbursement allocation within three (3) years after the date the expenditure was paid.

Section 9: Resolution No. 1099 is amended as herein set forth.

PASSED AND APPROVED BY THE GOVERNING BODY this 26th day of March, 2013.

Mayor – John Ketterman

ATTEST:

City Clerk – Tammy Nagel

(SEAL)