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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 28, 2013
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Martin Dickinson of the All Saints Anglican Church
- b. Flag Salute Led by the Mayor
- c. Public Input

CONSENT AGENDA:

- a. Approval of the May 14, 2013, City Commission Meeting minutes.
- b. Approval of Home Rule Ordinance No. HR-4 authorizing the City of Pittsburg, Kansas to issue and sell General Obligation Bonds of the City for the purpose of providing funds to refinance and prepay certain lease and loan obligations of the City, together with the payment of the costs thereof; authorizing the execution of all necessary and related documents pertaining thereto, all pursuant to Article 12, Section 5, of the Constitution of the State of Kansas and K.S.A. 12-101, as amended. **Second Reading - ROLL CALL VOTE.**
- c. Approval of Ordinance No. G-1179, amending Section 78-114 of the Pittsburg City Code to restrict parking in the North 24 parking spaces of the public parking lot located at the Northeast Corner of 4th Street and Locust Street described as the South six (6) feet of Lot 157 and all of Lots 155 and 156, Block 23, in Pittsburg Original Town Addition. **Second Reading - ROLL CALL VOTE.**
- d. Approval of the Citizen's Advisory Board recommendation to approve a Downtown Second Story Loan Application submitted by Jax Lab, LLC in the amount of \$36,000.
- e. Approval of the bid for the annual purchase of Polymer for use at the Wastewater Treatment Plant to Polydyne, Inc., of Riceboro, Georgia, on the basis of their low bid meeting specifications of \$1.19 per pound, and authorization to issue the necessary purchase order.
- f. Approval of the bid for the annual purchase of Hydrated Lime for use at the Wastewater Treatment Plant to U.S. Lime Company-St. Clair, of Dallas, Texas, on the basis of their low bid meeting specifications of \$169.25 per ton, and authorization to issue the necessary purchase order.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 28, 2013
5:30 PM

- g. Approval of the bid for the annual purchase of Biological Treatment for use at the Wastewater Treatment Plant to Heussner Company, Inc., of Berryville, Arkansas, on the basis of their low bid meeting specifications of \$5.00 per pound, and authorization to issue the necessary purchase order.

- h. Approval of low bids meeting specifications for the annual purchase of chemicals for use at the Water Treatment Plant as follows: Lime (Calcium Oxide) to U.S. Lime Company-St. Clair, of Dallas, Texas, for \$164.25 per ton; Liquid Chlorine to Brenntag Southwest, Inc., of Nowata, Oklahoma, for \$26.50 per 100 lbs.; Sodium Fluorosilicate to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$43.75 per 100 lbs.; Liquid Polymeric Phosphate to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$0.5625 per lb.; Soda Ash to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$28.50 per 100 lb.; Aluminum Sulfate to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$34.50 per 100 lbs.; Polymer to Brenntag Southwest, Inc., of Nowata, Oklahoma, for \$0.9000 per lb.; and Liquid Carbon Dioxide to Praxair Distribution, Inc., of Joplin, Missouri, for \$125.00 per ton; and authorize the issuance of the necessary purchase orders.

- i. Approval of the Appropriation Ordinance for the period ending May 28, 2013, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

SPECIAL PRESENTATION:

- a. 2012 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) - Karen Linn of Berberich Trahan & Company, the City's auditing firm, will be present to review the 2012 audit and CAFR. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. ORDINANCE NO. S-1003 - Approval of Ordinance No. S-1003, authorizing the issuance of General Obligation Bonds, Series 2013A, of The City of Pittsburg, Kansas, under the authority of Article 12, Section 5, of the Constitution of The State of Kansas, Home Rule Ordinance No. HR-4 of The City, K.S.A. 12-101, and K.S.A. 10-101 to 125, inclusive, all as amended. **First Reading, if the Governing Body concurs.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 28, 2013
5:30 PM

- b. LINCOLN SQUARE DEEDS - Approval of staff recommendation to deed Blu Skye Properties Lot #1, Home Center Construction Lot #5, and Matt Hess Lot #9 in the Lincoln Square Development. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

- c. DISPOSITION OF BIDS - Staff is recommending approval of the low bid meeting specifications submitted by Sprouls Construction, Inc., of Lamar, Missouri, based on their bid of \$178,799 for the construction of ADA Ramps on Walnut Street (Quincy to 3rd Street), Joplin Street (4th Street to 6th Street) and Joplin Street (9th Street to 20th Street). **Approve or disapprove staff's recommendation and, if approved, authorize the Mayor to execute the contract documents once prepared.**

- d. WATER TREATMENT PLANT EMERGENCY GENERATOR - Staff is requesting Governing Body authorization to proceed with the advertising of the Design/Build Process for Emergency Power Generation at the Water Treatment Plant. **Approve or disapprove staff's request.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 14th, 2013

A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, May 14th, 2013, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Michael Gray presiding and the following members present: John Ketterman, Chuck Munsell and Patrick O'Bryan. President of the Board Monica Murnan was absent.

Mary Cash of the Community of Christ provided the invocation.

Mayor Gray recognized UDS#250, Pittsburg Beautiful and The City of Pittsburg for organizing the May 1st, 2013, Student-Clean Up Day. Mayor Gray noted that in just 2 hours, roughly 4,000 students and staff collected in excess of 5,600 pounds of trash and litter from the City streets.

PUBLIC INPUT – Ray Ryan of Ryan Insurance provided an overview of the City's property and liability insurance with EMC Insurance. Mr. Ryan noted that EMC Insurance has paid a dividend to the City for the insurance package for November 1, 2012 to April 1, 2013 in the amount of \$7,161.46.

APPROVAL OF MINUTES – APRIL 23rd, 2013 - On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the April 23rd, 2013, City Commission Meeting minutes as submitted. Motion carried. Absent: Murnan.

ORDINANCE NO. G-1179 – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved Ordinance No. G-1179, amending Section 78-114 of the Pittsburg City Code to restrict parking in the North 24 spaces of the public parking lot located at the Northeast Corner of 4th Street and Locust Street described as the South six (6) feet of Lot 157 and all of the Lots 155 and 156, Block 23, in Pittsburg Original Town Addition, on first reading. Motion carried. Absent: Murnan.

CANCELLATION OF ATKINSON ROAD BRIDGE REPLACEMENT AGREEMENT – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the cancellation of the Original Agreement No. 226-06 for the Atkinson Road Bridge Replacement Project, KDOT Project No. 19 U-2000-01, dated December 8, 2006, as the Parties subsequently entered into Original Agreement No. 56-11 dated May 24, 2011, for the same Project and authorized the Mayor to sign the Cancellation of Agreement No. 226-06 on behalf of the City of Pittsburg. Motion carried. Absent: Murnan.

SUPPLEMENTAL AGREEMENT NO. 2 – BROADWAY AND 20TH STREET INTERSECTION – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved Supplemental Agreement No. 2 to the Contract for Engineering Services dated September 27, 2011, between the City of Pittsburg and Professional Engineering Consultants, P.A. with regard to the design of the Broadway and 20th Street Intersection Improvements Project, KDOT Project No. 19 U-0065-01, and authorized the Mayor to sign the agreement on behalf of the City of Pittsburg. Motion carried. Absent: Murnan.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 14th, 2013

DISPOSITION OF BIDS – GOLF CART LEASE – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved recommendation to award the bid for the lease of 30 gas golf carts to Masek Golf Car Co., of Gering, Nebraska based on their low bid submitted in the amount of \$16,950 per year for five years and authorized staff to execute the documents on behalf of the City. Motion carried. Absent: Murnan.

SURPLUS PROPERTY DECLARATION – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved staff request to declare 800' (in 10' lengths) of 10" galvanized well column pipe as surplus and granted staff permission to dispose of said piping as reclaim. Motion carried. Absent: Murnan.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the Appropriation Ordinance for the period ending May 14th, 2013, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Gray, Ketterman, Munsell, and O'Bryan. Motion carried. Absent: Murnan.

PUBLIC HEARING - REVENUE BONDS - WISCONSIN HEALTH AND EDUCATIONAL FACILITIES AUTHORITY - A Public Hearing was held to consider the issuance of not-to-exceed \$888,000,000 in Revenue Bonds by the Wisconsin Health and Educational Facilities Authority. Absent: Murnan.

RESOLUTION NO. 1135 – On motion of O'Bryan, seconded by Munsell, the Governing Body approved Resolution No. 1135 approving the issuance of not-to-exceed \$888,000,000 in Revenue Bonds by the Wisconsin Health and Educational Facilities Authority, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried. Absent: Murnan.

HOME RULE ORDINANCE NO. HR-4 – On motion of O'Bryan, seconded by Munsell, the Governing Body approved Home Rule Ordinance No. HR-4 authorizing the City of Pittsburg, Kansas to issue and sell General Obligation Bonds of the City for the purpose of providing funds to refinance and prepay certain lease and loan obligations of the City, together with the payment of the costs thereof; authorizing the execution of all necessary and related documents pertaining thereto, all pursuant to Article 12, Section 5, of the Constitution of the State of Kansas and K.S.A. 12-101, as amended, on first reading. Motion carried. Absent: Murnan.

RESOLUTION NO. 1136 – On motion of Ketterman, seconded by O'Bryan, the Governing Body approved Resolution No. 1136 authorizing and providing for the public sale of General Obligation Refunding Bonds, Series 2013A and Temporary Notes, Series 2013A of The City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried. Absent: Murnan.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 14th, 2013

RESOLUTION NO. 1137 – On motion of O'Bryan, seconded by Munsell, the Governing Body approved Resolution No. 1137 declaring the eligibility of The City of Pittsburg to submit an application to the Kansas Department of Transportation for use of Safe Routes to Schools funds set forth by MAP-21 for the Pittsburg Safe Routes to Schools Project in the Pittsburg USD #250 District and authorizing the Mayor to sign the application. Motion carried. Absent: Murnan.

KLINK RESURFACING PROJECT – On motion of O'Bryan, seconded by Munsell, the Governing Body authorized staff to submit an application to KDOT for the resurfacing of North Broadway from 11th Street to 19th Street as a FY 2015 KLINK Resurfacing Project. Motion carried. Absent: Murnan.

SOUTH BROADWAY WATER LINE REPLACEMENT PROJECT – On motion of Gray, seconded by O'Bryan, the Governing Body approved Change Order No. 2 reflecting an increase of \$81,843.46, making a new contract construction amount of \$1,114,553.46, for the South Broadway Water Line Replacement Project. Motion carried. Absent: Murnan.

NON-AGENDA REPORTS & REQUESTS:

BUDGET REPORT - Director of Finance Jamie Clarkson presented the April 2013 bi-monthly budget report. Absent: Murnan.

SALES TAX STREET IMPROVEMENTS REPORT – Director of Public Works William Beasley provided an update on the Sales Tax Street Improvements Projects. He provided an overview of projects that were completed in the past year, discussed current projects and explained future projects. Mr. Beasley explained reclamite and his intention to use reclamite application as part of the routine street maintenance program in the future. In total, the 2013 Sales Tax Street Improvements Projects are estimated to cost \$900,000.00. Absent: Murnan.

LIVE WELL CRAWFORD COUNTY - Mayor Gray read a Thank You card received by City Manager Daron Hall from Kristen Thomas, Chairperson of Live Well Crawford County regarding the March 27th, 2013, visit by Walking Guru Mark Fenton. Absent: Murnan.

ADJOURNMENT: On motion of Ketterman, seconded by Munsell, the Governing Body adjourned the meeting at 6:42 p.m. Motion carried. Absent: Murnan.

Michael E. Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk

INTEROFFICE MEMORANDUM

To: DARON HALL, TAMMY NAGEL
From: DEENA HALLACY
CC:
Date: MAY 16, 2013
Subject: *AGENDA ITEM: MAY 28, 2013*
LOAN APPLICATION- JAX LAB, LLC

The Citizen's Advisory Board met on Monday, May 13, 2013. One application for the Downtown Second Story Loan Program was reviewed for funds through the Presbyterian Church Fund.

Application reviewed as follows:

JAX LAB, LLC 313 N. BROADWAY REQUEST: \$36,000

The upstairs is being renovated to accommodate two studio apartments.

After review of this application the Board recommends the following to the Commission:

JAX LAB, LLC: Recommend approval of a loan for \$36,000 for renovation of two second story apartments. Renovations include roof, electrical, plumbing, cabinets, etc.

Please place this item on the commission agenda for review and approval.

**CITIZEN'S ADVISORY BOARD
ON NEIGHBORHOOD REVITALIZATION
MINUTES OF MEETING
MAY 13, 2013**

MEMBERS ATTENDING: BECKY GRAY, 1st VICE CHAIR
TONY DELLASEGA, 2nd VICE CHAIR
KRISTA SMITH
CHERYL MAYO

MEMBERS ABSENT: MARILYN PETERSON, CHAIR
BRIAN PASTEUR, VICE CHAIR

STAFF ATTENDING: DEENA HALLACY

GUEST ATTENDING: TIM KUNDIGER

1ST Vice Chair, Becky Gray called the meeting to order at 4:35PM.

- 1) **APPROVAL OF MINUTES OF LAST MEETING** – MARCH 11, 2013
Krista Smith moved to approve the minutes of the last meeting with the correction. Tony Dellasega seconded the motion. Approved unanimously.

- 2) **NEW BUSINESS**

ACTION REQUIRED:

- A) **DOWNTOWN LOAN APPLICATION:** JAX LAB, INC. placed an application for a Downtown Second Story Loan application for the renovation of two apartments in downtown Pittsburg. Located in the old Studio 1 building is Timepiece Realty and upstairs there will be two large studio apartments. Jax Lab has applied for a loan of \$32,000 to assist in the renovation of the upstairs apartments. Tim Kundiger, owner of Jax Lab, Inc. was present to answer any questions the CAB members had. Tony Dellasega moved to recommend approval of the request to the City Commission and Cheryl Mayo seconded the motion. Approved Unanimously.

Included in this discussion was the issue of parking for the benefit of tenants in upstairs living downtown. It was noted that this has been an issue in the past and was still part of the downtown discussion. Tim was asked if he had been attending the downtown meetings and noted that he had not been invited to attend.

He was informed of the organization and there was some discussion about taking some suggestions to the downtown organization about parking allowances. It was suggested that possible the City could issue a hanging tag that would allow upstairs tenants downtown to park in city parking lots. This issue will be addressed with the downtown director.

3) OLD BUSINESS

A) HOME PROGRAM:

Deena provided a quick update to the members on the status of the Home Program Grant

B) PRESBYTERIAN CHURCH FUND:

Deena discussed the PCF to bring the Board up to date on the amount of funds remaining for loans. Discussed the policy to administer the fund.

C) NEIGHBORHOOD ASSOCIATIONS:

The Board was provided with some information on the development of Neighborhood Associations in the community. Talked about this effort being something the CAB may be seeing citizens coming to discuss concerns with them.

4) ADJOURNMENT: Krista moved to adjourn and Cheryl seconded. Meeting adjourned at 4:50PM.

Deena reminded the Board members that the next meeting will definitely be on June 10th to review the bids received on the next round of the HOME programs' houses for rehabilitation.

Respectfully submitted,

Deena Hallacy



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: May 22, 2013

SUBJECT: Agenda Item – May 28, 2013
Disposition of Bids
WWTP Polymer

Bids were received on Tuesday, May 21, 2013, for the purchase of Polymer for use by the Wastewater Treatment Plant (see attached bid tab sheet), which will be used in conjunction with the belt filter press of de-watering biological sludge masses created in the wastewater treatment process. After reviewing the bids received, City staff is recommending that the bid be awarded to the low bidder, Polydyne, Inc., of Riceboro, GA, based on their bid of \$1.19 per pound. This company was also the successful bidder last year providing a bid of \$1.27 per pound. The unit price for this product is firm for one (1) year and the City orders on an as needed basis.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 28, 2013. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder as stipulated above and, if approved, authorize the issuance of the necessary purchase order. The Polymer will be purchased with funds from the Wastewater Treatment Operating Supplies Budget.

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

Attachment: Bid Tab Sheet



City of Pittsburg, Kansas

**RECAPITULATION OF BIDS FOR PURCHASE OF WWTP CHEMICAL
(Polymer)**

Tuesday, May 21st, 2013 – 2:00 p.m.

NAME/ADDRESS OF BIDDER	Polymer Per Pound
Brenntag Mid-South, Inc. 2235 W. Battlefield Road Springfield, MO 65807	\$1.425
Nalco Company 1601 West Diehl Road Naperville, IL 60563	NO BID
Polydyne, Inc. One Chemical Plant Road Riceboro, GA 31323	\$1.19



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Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: May 22, 2013

SUBJECT: Agenda Item – May 28, 2013
Disposition of Bids
WWTP Lime (Calcium Hydrate)

Bids were received on Tuesday, May 21, 2013, for the purchase of Hydrated Lime for use by the Wastewater Treatment Plant (see attached bid tab sheet). After reviewing the bids received, City staff is recommending that the bid be awarded to the low bidder, U.S. Lime Company-St. Clair, of Dallas, TX, based on their bid of \$169.25 per ton. This company was also the successful bidder last year providing a bid of \$162.75 per ton. The unit price for this product is firm for one (1) year and the City orders on an as needed basis.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 28, 2013. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder as stipulated above and, if approved, authorize the issuance of the necessary purchase order. The Hydrated Lime will be purchased with funds from the Wastewater Treatment Operating Supplies Budget.

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

Attachment: Bid Tab Sheet



City of Pittsburg, Kansas

**RECAPITULATION OF BIDS FOR PURCHASE OF WWTP CHEMICAL
(LIME- Calcium Hydrate)
Tuesday, May 21st, 2013 – 2:00 p.m.**

NAME/ADDRESS OF BIDDER	LIME (CALCIUM HYDRATE) Per Ton
Lhoist North America of Missouri, Inc. 20947 White Sands Road Ste. Genevieve, MD 63670	<p align="center">\$282.62</p> <p align="center">*plus truck fuel surcharge at rate at time of shipment</p>
U.S. Lime Company – St. Clair 5429 LBJ Freeway, Suite 230 Dallas, TX 75240	<p align="center">\$169.25</p>
Mississippi Lime Company 3870 S. Lindbergh Blvd., Suite 200 St. Louis, MO 63127	<p align="center">\$227.34</p>



DEPARTMENT OF PUBLIC UTILITIES

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Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: May 22, 2013

SUBJECT: Agenda Item – May 28, 2013
Disposition of Bids – Biological Treatment (WWTP)

Bids were received on Tuesday, May 21, 2013, for the purchase of Biological Treatment to Reduce Oil and Grease in Lift Stations (see attached bid tab sheet). In reviewing the bids, City staff is recommending that the bid be awarded to the low bidder, Heussner Company, Inc., of Berryville, AR, based on their bid of \$5.00 per pound. Kay Jay Services, Inc., of New York, NY, was the successful bidder last year with a bid of \$2.80 per pound. The unit price for this product is firm for one (1) year and the City orders on an as needed basis.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 28, 2013. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder as stipulated above and, if approved, authorize the purchase of the biological treatment on an as needed basis. The Biological Treatment will be purchased with funds from the Wastewater Treatment Operating Supplies Budget.

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

Attachment: Bid Tab Sheet



City of Pittsburg, Kansas

RECAPITULATION OF BIDS FOR PURCHASE OF BIOLOGICAL TREATMENT TO REDUCE OIL & GREASE IN LIFT STATIONS

Tuesday, May 21st, 2013 – 2:00 p.m.

NAME/ADDRESS OF BIDDER	Biological Treatment to Reduce Oil & Grease in Lift Stations Per Pound
Heussner Company, Inc. 2277 CR 507 Berryville, AR 72616	\$5.00
Nalco Company 1601 West Diehl Road Naperville, IL 60563	NO BID
Brenntag Mid-South 2235 W. Battlefield Road Springfield, MO 65807	NO BID
ROOTX, Inc. 1705 Salem Industrial Dr., NE Salem, OR 97301	\$10.42



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Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: May 22, 2013

SUBJECT: Agenda Item – May 28, 2013
DISPOSITION OF BIDS - WTP Chemicals

Bids were received on Tuesday, May 21, 2013, for the purchase of chemicals for use by the Water Treatment Plant (see attached bid tab sheet). After reviewing the bids received, City staff is recommending that the bids be awarded to the low bidders as follows:

Lime (Calcium Oxide)	\$164.25 Per Ton
U.S. Lime Company – St. Clair 5429 LBJ Freeway, Suite 230 Dallas, TX 75240	
[Successful bidder last year with a bid of \$158.00 per ton.]	
Liquid Chlorine	\$26.50 Per 100 Lbs.
Brenntag Southwest, Inc. Rt. 2, Box 352-200 Nowata, OK 74048	
[Successful bidder last year with a bid of \$28.00 per 100 lbs.]	
Sodium Fluorosilicate	\$43.75 Per 100 Lbs.
Brenntag Mid-South, Inc. 2235 W. Battlefield Springfield, MO 65807	
[Successful bidder last year with a bid of \$43.95 per 100 lbs.]	

MEMO TO: DARON HALL
MAY 22, 2013
PAGE TWO

Liquid Polymeric Phosphate **\$0.5625 Per Lb.**

Brenntag Mid-South, Inc.

[Successful bidder last year with a bid of \$0.565 per lb.]

Soda Ash **\$28.50 Per 100 Lbs.**

Brenntag Mid-South, Inc.

[Successful bidder last year with a bid of \$28.75 per 100 lbs.]

Aluminum Sulfate **\$34.50 Per 100 Lbs.**

Brenntag Mid-South, Inc.

[Successful bidder last year with a bid of \$32.75 per 100 lbs.]

Polymer **\$0.9000 Per Lb.**

Brenntag Southwest, Inc.

[Successful bidder last year with a bid of \$0.90 per lb.]

Liquid Carbon Dioxide **\$125.00 Per Ton**

Praxair Distribution, Inc.

3805 E. 20th Street

Joplin, MO 64804

[Airgas Midsouth, of Pittsburg, KS, was the successful bidder last year with a bid of \$135.00 per ton.]

The unit prices for each product are firm for one (1) year and the City orders on an as needed basis.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 28, 2013. Action necessary will be approval or disapproval of staff's recommendation to award the bids to the low bidders meeting specifications as stipulated above and, if approved, authorize the purchase of these chemicals on an as needed basis. These chemicals will be purchased with funds from the Water Treatment Operating Supplies Budget.

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

Attachment: Bid Tab Sheet

DEPARTMENT: Public Utilities
 FUNDING: Water Treatment Plant General Operating



City of Pittsburg, Kansas
RECAPITULATION OF BIDS FOR PURCHASE OF WTP CHEMICALS
Tuesday, May 21st, 2013 – 2:00 p.m.

Name/Address of Bidder	Lime (Calcium Oxide) (Per Ton)	Liquid Chlorine (Per 100 Lb.)	Sodium Fluorosilicate (Per 100 Lb.)	Liquid Polymeric Phosphate (Per Lb.)	Soda Ash (Per 100 Lb.)	Aluminum Sulfate (Per 100 Lb.)	Polymer (Per Lb.)	Liquid Carbon Dioxide (Per Ton)
Brenntag Southwest, Inc. Rt. 2, Box 352-200 Nowata, OK 74048	NO BID	\$26.50	NO BID	NO BID	NO BID	NO BID	\$0.9000	NO BID
Pristine Water Solutions, Inc. 1570 Lakeside Drive Waukegan, IL 60085-8309	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Airgas USA LLC 697 S. Hwy. 69 Pittsburg, KS 66762	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$135.00
General Chemical 90 East Halsey Road Parsippany, NJ 07054	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Praxair Distribution, Inc. 3805 E. 20 th Street Joplin, MO 64804	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$125.00

DEPARTMENT: Public Utilities
 FUNDING: Water Treatment Plant General Operating



City of Pittsburg, Kansas
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Tuesday, May 21st, 2013 – 2:00 p.m.

Name/Address of Bidder	Lime (Calcium Oxide) (Per Ton)	Liquid Chlorine (Per 100 Lb.)	Sodium Fluorosilicate (Per 100 Lb.)	Liquid Polymeric Phosphate (Per Lb.)	Soda Ash (Per 100 Lb.)	Aluminum Sulfate (Per 100 Lb.)	Polymer (Per Lb.)	Liquid Carbon Dioxide (Per Ton)
Brenntag Mid-South, Inc. 2235 W. Battlefield Springfield, MO 65807	NO BID	NO BID	\$43.75	\$0.5625	\$28.50	\$34.50	NO BID	NO BID
U.S. Lime Company-St. Clair 5429 LBJ Freeway, Suite 230 Dallas, TX 75240	\$164.25	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Mississippi Lime Company 3870 S. Lindbergh Blvd., Ste 200 St. Louis, MO 63127	\$197.92	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Praxair, Inc. 7000 High Grove Blvd. Burr Ridge, IL 60527	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Polydyne, Inc. P.O. Box 279 Riceboro, GA 31323	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

DEPARTMENT: Public Utilities
 FUNDING: Water Treatment Plant General Operating



City of Pittsburg, Kansas
RECAPITULATION OF BIDS FOR PURCHASE OF WTP CHEMICALS
Tuesday, May 21st, 2013 – 2:00 p.m.

Name/Address of Bidder	Lime (Calcium Oxide) (Per Ton)	Liquid Chlorine (Per 100 Lb.)	Sodium Fluorosilicate (Per 100 Lb.)	Liquid Polymeric Phosphate (Per Lb.)	Soda Ash (Per 100 Lb.)	Aluminum Sulfate (Per 100 Lb.)	Polymer (Per Lb.)	Liquid Carbon Dioxide (Per Ton)
Shannon Chemical Corp. P.O. Box 376 Malvern, PA 19355	NO BID	NO BID	NO BID	\$0.6363	NO BID	NO BID	NO BID	NO BID
Continental Carbonic Products, Inc. 3985 East Harrison Avenue Decatur, IL 62526	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$140.00
Carus Corporation 315 5 th Street Peru, IL 61354	NO BID	NO BID	NO BID	\$0.58	NO BID	NO BID	NO BID	NO BID

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	5/10/2013			170536		
C-CHECK	VOID CHECK	V	5/10/2013			170537		
C-CHECK	VOID CHECK	V	5/10/2013			170543		
C-CHECK	VOID CHECK	V	5/10/2013			170551		
C-CHECK	VOID CHECK	V	5/10/2013			170552		
C-CHECK	VOID CHECK	V	5/10/2013			170553		
C-CHECK	VOID CHECK	V	5/10/2013			170554		
C-CHECK	VOID CHECK	V	5/10/2013			170556		
C-CHECK	VOID CHECK	V	5/10/2013			170557		

* * 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:		9	0.00		
	VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	
TOTAL ERRORS:	0				
VENDOR SET: 99	BANK: *	TOTALS:	9	0.00	0.00
BANK: *	TOTALS:	9	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6853	RHOMAR WATER	V	4/16/2013			170455		1,218.47
6853	RHOMAR WATER							
6853	RHOMAR WATER							
M-CHECK	RHOMAR INDUSTRIES INC	UNPOST V	5/10/2013			170455		1,218.47
6853	RHOMAR WATER	R	5/10/2013			170532		1,218.47
1962	RESERVE ACCOUNT	R	5/10/2013			170533		6,000.00
0057	ADA COUNTY COURTHOUSE	R	5/10/2013			170534		8.00
0523	AT&T	R	5/10/2013			170535		4,182.92
1	BEVINS, GINGER	R	5/10/2013			170538		300.00
1	BROWN, JORDAN	R	5/10/2013			170539		125.00
1	BROWN, MIKE	R	5/10/2013			170540		125.00
1	CHALLA, ALEJANDRA BEATRIZ	R	5/10/2013			170541		100.00
4263	COX COMMUNICATIONS	R	5/10/2013			170542		1,457.54
6857	CUNNINGHAM RECREATION	R	5/10/2013			170544		4,656.07
1	GREENWOOD, KATHLEEN	R	5/10/2013			170545		45.00
1	KOESTER, MATT	R	5/10/2013			170546		15.00
7007	MANPOWER	R	5/10/2013			170547		764.40
1081	POSTMASTER	R	5/10/2013			170548		140.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	5/10/2013			170549		107.87
5589	VERIZON WIRELESS	R	5/10/2013			170550		6,620.04
1108	WESTAR ENERGY	R	5/10/2013			170555		86,522.58
5371	PITTSBURG FAMILY YMCA	R	5/10/2013			170558		458.22
2519	EAGLE BEVERAGE CO INC	R	5/16/2013			170589		147.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	ALCOHOLIC ANONYMOUS	R	5/17/2013			170590		50.00
0020	FRANK FLETCHER	R	5/17/2013			170591		85.00
6778	MICHAEL GRAY	R	5/17/2013			170592		33.00
1	HUDSON, JESSE	R	5/17/2013			170593		250.00
0082	K.D.A.	R	5/17/2013			170594		300.00
7007	MANPOWER	R	5/17/2013			170595		793.07
1	PAPP, KATIE	R	5/17/2013			170596		500.00
6697	PITTSBURG EMERGENCY PHYSICIAN	R	5/17/2013			170597		140.12
1	STRAHAN, CAMIE	R	5/17/2013			170598		265.00
1264	UNIVERSITY OF KANSAS	R	5/17/2013			170599		420.00
5589	VERIZON WIRELESS	R	5/17/2013			170600		365.13
3069	VIA CHRISTI PROFESSIONAL SERVI	R	5/17/2013			170601		460.95
1108	WESTAR ENERGY	R	5/17/2013			170602		82.08
2004	AIRE-MASTER OF AMERICA, INC.	R	5/21/2013			170603		15.91
5857	CREATIVE PRODUCT SOURCING INC	R	5/21/2013			170604		2,029.72
7004	DILLON AND WITT INC	R	5/21/2013			170605		13,000.00
0118	FED EX	R	5/21/2013			170606		30.74
6740	FELD FIRE	R	5/21/2013			170607		35.00
6279	FIELDTURF USA, INC.	R	5/21/2013			170608		575.00
0069	GOLDEN WEST INDUSTRIAL SUPPLY	R	5/21/2013			170609		389.24
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	5/21/2013			170610		339.00
6750	HW LOCHNER, BWR DIVISION	R	5/21/2013			170611		23,843.23

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0048	JERRY'S SPORTS CENTER	R	5/21/2013			170612		124.00
6977	KANSAS BUILDERS SUPPLY CO INC	R	5/21/2013			170613		295.00
6656	KNIPP EQUIPMENT INC	R	5/21/2013			170614		612.00
6374	MOTOR MIDWEST, INC.	R	5/21/2013			170615		1,025.00
0071	NEENAH FOUNDRY COMPANY	R	5/21/2013			170616		558.69
6214	PITT PLASTICS INC	R	5/21/2013			170617		530.01
0066	PITTSBURG PAINT	R	5/21/2013			170618		48.95
6848	ROBOTRONICS INC	R	5/21/2013			170619		731.75
6571	ROUTE 66 ELECTRIC	R	5/21/2013			170620		1,413.95
6716	SID BOEDEKER SAFETY SHOE SERVI	R	5/21/2013			170621		120.00
6957	U.S. BANK	R	5/21/2013			170622		309.87
0083	WATER PRODUCTS INC	R	5/21/2013			170623		6,459.20
2350	WASTE CORPORATION OF MISSOURI	R	5/21/2013			170624		518.87
6838	XPEDX	R	5/21/2013			170625		264.60
0009	ROBERT J. LOUGH	E	5/15/2013			999999		777.75
0044	CRESTWOOD COUNTRY CLUB	E	5/15/2013			999999		256.68
0046	ETTINGERS OFFICE SUPPLY	E	5/15/2013			999999		1,520.09
0054	JOPLIN SUPPLY COMPANY	E	5/15/2013			999999		346.98
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	5/15/2013			999999		795.00
0063	LOCKE WHOLESALE SUPPLY	E	5/15/2013			999999		2,397.56
0078	SUPERIOR LINEN SERVICE	E	5/15/2013			999999		560.54
0087	FORMS ONE	E	5/15/2013			999999		895.90

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 5/08/2013 THRU 5/21/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0088	D & H LEASING INC	E	5/15/2013			999999		352.10
0101	BUG-A-WAY INC	E	5/15/2013			999999		65.00
0105	PITTSBURG AUTOMOTIVE INC	E	5/15/2013			999999		2,070.18
0112	MARRONES INC	E	5/15/2013			999999		420.40
0116	DANIEL E BRADEN	E	5/15/2013			999999		1,275.00
0117	THE MORNING SUN	E	5/15/2013			999999		215.33
0129	PROFESSIONAL ENGINEERING CONSU	E	5/15/2013			999999		9,598.00
0133	JIM RADELL CONSTRUCTION INC	E	5/15/2013			999999		17,761.78
0135	PITTSBURG AREA CHAMBER OF COMM	E	5/15/2013			999999		135.00
0145	BROADWAY LUMBER COMPANY, INC.	E	5/15/2013			999999		107.88
0146	CHAPMAN'S LOCKSMITHING	E	5/15/2013			999999		200.00
0154	BLUE CROSS & BLUE SHIELD	D	5/10/2013			999999		14,642.36
0154	BLUE CROSS & BLUE SHIELD	D	5/17/2013			999999		44,303.89
0163	O'REILLY AUTOMOTIVE INC	E	5/15/2013			999999		112.80
0183	PRO-PRINT INC	E	5/15/2013			999999		180.00
0199	KIRKLAND WELDING SUPPLIES	E	5/15/2013			999999		20.16
0200	SHERWIN WILLIAMS COMPANY	E	5/15/2013			999999		523.37
0203	GADES SALES CO INC	E	5/15/2013			999999		604.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	5/15/2013			999999		1,325.50
0224	KDOR	D	5/10/2013			999999		4,030.02
0276	JOE SMITH COMPANY, INC.	E	5/15/2013			999999		466.00
0292	UNIFIRST CORPORATION	E	5/15/2013			999999		101.36

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0294	COPY PRODUCTS, INC.	E	5/15/2013			999999		1,993.64
0300	PITTSBURG FORD-MERCURY, INC.	E	5/15/2013			999999		872.21
0306	CASTAGNO OIL CO INC	E	5/15/2013			999999		257.68
0317	KUNSHEK CHAT & COAL CO, INC.	E	5/15/2013			999999		2,160.48
0321	KP&F	D	5/10/2013			999999		35,455.34
0329	O'MALLEY IMPLEMENT CO INC	E	5/15/2013			999999		1,201.24
0332	PITTCRAFT PRINTING	E	5/15/2013			999999		147.00
0335	CUSTOM AWARDS PLUS INC	E	5/15/2013			999999		350.46
0339	GENERAL MACHINERY	E	5/15/2013			999999		1,076.27
0347	LYNN'S QUICK LUBE	E	5/15/2013			999999		42.45
0363	FISHER SCIENTIFIC	E	5/15/2013			999999		109.64
0375	CONVENIENT WATER COMPANY	E	5/15/2013			999999		85.00
0420	CONTINENTAL RESEARCH CORP	E	5/15/2013			999999		214.89
0512	CALIFORNIA CONTRACTORS SUPPLIE	E	5/15/2013			999999		98.70
0589	BERRY TRACTOR & EQUIPMENT	E	5/15/2013			999999		353.46
0627	BOETTCHEM SUPPLY INC	E	5/15/2013			999999		109.02
0659	PAYNES INC	E	5/15/2013			999999		543.42
0709	BATES SALES COMPANY INC	E	5/15/2013			999999		193.51
0728	ICMA	D	5/10/2013			999999		1,558.93
0784	MIRACLE RECREATION EQUIP CO	E	5/15/2013			999999		386.00
0803	OLD DOMINION BRUSH CO	E	5/15/2013			999999		1,301.54
0823	TOUCHTON ELECTRIC INC	E	5/15/2013			999999		244.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0837	BLACKBURN MANUFACTURING CO	E	5/15/2013			999999		195.54
0843	LAB SAFETY SUPPLY INC	E	5/15/2013			999999		111.60
0844	HY-FLO EQUIPMENT CO	E	5/15/2013			999999		181.61
0953	J A SEXAUER INC	E	5/15/2013			999999		247.33
0968	LEE ENTERPRISES	E	5/15/2013			999999		466.00
1013	SAFETY FIRST SUPPLY CO., LLC	E	5/15/2013			999999		89.13
1050	KPERS	D	5/10/2013			999999		27,750.41
1075	COASTAL ENERGY CORP	E	5/15/2013			999999		14,267.18
1188	SIMPSONS DATA SERVICES INC	E	5/15/2013			999999		14.95
1299	STRUKEL ELECTRIC INC	E	5/15/2013			999999		296.00
1327	KBI	D	5/16/2013			999999		20.00
1478	KANSASLAND TIRE OF PITTSBURG	E	5/15/2013			999999		1,303.27
1490	ESTHERMAE TALENT	E	5/15/2013			999999		25.00
1619	MIDWEST TAPE	E	5/15/2013			999999		69.97
1633	FISHNET SECURITY INC	E	5/15/2013			999999		152.52
1792	B&L WATERWORKS SUPPLY INC	E	5/15/2013			999999		574.95
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	5/15/2013			999999		222.63
2027	COLLEEN BROOKS	E	5/15/2013			999999		37.50
2111	DELL MARKETING L.P.	E	5/15/2013			999999		7,440.57
2137	VAN WALL GROUP	E	5/15/2013			999999		250.28
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	5/15/2013			999999		1,086.72
2767	BRENNTAG SOUTHWEST, INC	E	5/15/2013			999999		1,680.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2825	KANSAS DEPT OF ADMINISTRATION	E	5/15/2013			999999		622.46
2960	PACE ANALYTICAL SERVICES INC	E	5/15/2013			999999		862.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	5/15/2013			999999		150.00
3248	AIRGAS USA LLC	E	5/15/2013			999999		2,882.91
3802	BRENNTAG MID-SOUTH INC	E	5/15/2013			999999		4,121.25
3971	FASTENAL COMPANY	E	5/15/2013			999999		359.36
3972	WASHINGTON ELECTRONICS INC	E	5/15/2013			999999		93.00
4133	T.H. ROGERS HOMECENTER	E	5/15/2013			999999		107.39
4183	BARBIZON LIGHT OF THE ROCKIES	E	5/15/2013			999999		435.84
4307	HENRY KRAFT, INC.	E	5/15/2013			999999		202.84
4363	MOMAR INC	E	5/15/2013			999999		78.08
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	5/15/2013			999999		130.41
4447	CMC INC	E	5/15/2013			999999		180.70
4638	SOUND PRODUCTS	E	5/15/2013			999999		46.35
4711	RANDOM HOUSE, INC.	E	5/15/2013			999999		142.50
4895	4W METAL BUILDING SUPPLY CO, I	E	5/15/2013			999999		184.10
5049	CRH COFFEE INC	E	5/15/2013			999999		40.55
5275	US LIME COMPANY-ST CLAIR	E	5/15/2013			999999		7,778.53
5302	EMEDCO INC	E	5/15/2013			999999		527.64
5464	TURN-KEY MOBILE INC	E	5/15/2013			999999		10,413.90
5552	NATIONAL SIGN CO INC	E	5/15/2013			999999		368.04
5581	KOAM	E	5/15/2013			999999		980.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5590	HD SUPPLY WATERWORKS, LTD.	E	5/15/2013			999999		21,571.39
5610	I-CON SOLUTIONS INC	E	5/15/2013			999999		537.85
5635	LASER EQUIPMENT INC	E	5/15/2013			999999		84.00
5640	CORRECT CARE SOLUTIONS LLC	E	5/15/2013			999999		478.45
5904	TASC	D	5/10/2013			999999		6,807.58
6117	ALEXANDER OPEN SYSTEMS, INC	E	5/15/2013			999999		87.50
6175	HENRY C MENGHINI	E	5/15/2013			999999		45.00
6341	INDUSTRIAL SEALING & LUBRICATI	E	5/15/2013			999999		493.22
6389	PROFESSIONAL TURF PRODUCTS LP	E	5/15/2013			999999		291.30
6415	ING FINANCIAL ADVISORS	D	5/10/2013			999999		4,479.00
6495	CIVICPLUS	E	5/15/2013			999999		2,450.00
6524	ELLIOTT EQUIPMENT COMPANY	E	5/15/2013			999999		146.65
6528	GALE GROUP/CENGAGE	E	5/15/2013			999999		594.17
6718	NATIONAL SCREENING BUREAU	E	5/15/2013			999999		298.00
6805	WELLNESS INNOVATIONS & NURSING	E	5/15/2013			999999		4,785.17
6952	ADP INC	D	5/17/2013			999999		604.08

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	55	168,789.12	0.00	170,007.59
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	10	139,651.61	0.00	139,651.61
EFT:	102	146,108.27	0.00	146,108.27
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	1 VOID DEBITS	1,218.47		
	VOID CREDITS	1,218.47	2,436.94	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: 80144	TOTALS:	168	455,767.47	0.00	455,767.47
BANK: 80144	TOTALS:	168	455,767.47	0.00	455,767.47	

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0015	BME, INC.	E	5/20/2013			999999		25,488.00
0050	DEENA HALLACY	E	5/20/2013			999999		151.25
0075	RYAN'S DRIVE-THRU CLEANER	E	5/20/2013			999999		614.75
0105	PITTSBURG AUTOMOTIVE INC	E	5/20/2013			999999		76.97
0113	DITCH WITCH OF KANSAS UNDERCON	E	5/13/2013			999999		1,699.87
0201	SPICER-ADAMS WELDING, INC.	E	5/13/2013			999999		45.00
0253	TAMARA N NAGEL	E	5/20/2013			999999		39.00
0332	PITTCRAFT PRINTING	E	5/20/2013			999999		87.00
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	5/13/2013			999999		1,084.00
0577	KANSAS GAS SERVICE	E	5/13/2013			999999		18,017.98
0589	BERRY TRACTOR & EQUIPMENT	E	5/13/2013			999999		883.04
0866	AVFUEL CORPORATION	E	5/20/2013			999999		25,243.76
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	5/20/2013			999999		26,966.71
2352	DONNA PASHIA	E	5/13/2013			999999		637.00
2433	THE MORNING SUN	E	5/20/2013			999999		683.34
2707	THE LAWNSCAPE COMPANY, INC.	E	5/13/2013			999999		647.50
2841	KDHE	E	5/13/2013			999999		487.00
2921	CSG SYSTEMS INC	E	5/13/2013			999999		5,546.27
4022	THOMAS W. HETER	E	5/13/2013			999999		123.40
4133	T.H. ROGERS HOMECENTER	E	5/13/2013			999999		3.18
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	5/13/2013			999999		47.00
4970	ERIC VANCE	E	5/20/2013			999999		932.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5482	JUSTIN HART	E	5/20/2013			999999		59.99
6309	TAMMY FRYE	E	5/20/2013			999999		400.00
6595	AMAZON.COM	E	5/13/2013			999999		11,181.51
6630	PATRICK WALKER	E	5/13/2013			999999		49.99
6816	DEFFENBAUGH OF ARKANSAS LLC	E	5/13/2013			999999		933.74
6962	LATHROP CONSTRUCTION, INC.	E	5/20/2013			999999		147,672.18

* * 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:	28	269,801.43	0.00	269,801.43
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: EFT	TOTALS:	28	269,801.43	0.00	269,801.43
BANK: EFT	TOTALS:		28	269,801.43	0.00	269,801.43
REPORT TOTALS:			205	725,568.90	0.00	725,568.90

Passed and approved this 28th day of May, 2013.

Michael E. Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk



FINANCE AND ADMINISTRATION
201 West 4th Street · Pittsburg KS 66762

(620) 231-4100
www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Director of Finance

DATE: May 21, 2013

SUBJECT: Fiscal year 2012 audit report and acceptance of Comprehensive Annual Financial Report (CAFR)

Please place this item on the May 28, 2013 City Commission agenda. Karen Linn of Berberich Trahan & Co., P.A., will be attending the meeting to provide an overview and answer questions.

cc: Tammy Nagel, City Clerk

(Published in The Morning Sun on June 14th, 2013.)

ORDINANCE NO. S-1003

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$_____ AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2013A, OF THE CITY OF PITTSBURG, KANSAS, UNDER THE AUTHORITY OF ARTICLE 12, SECTION 5, OF THE CONSTITUTION OF THE STATE OF KANSAS, HOME RULE ORDINANCE NO. HR-4 OF THE CITY, K.S.A. 12-101, AND K.S.A. 10-101 TO 125, INCLUSIVE, ALL AS AMENDED.

WHEREAS, the Governing Body of the City of Pittsburg, Crawford County, Kansas (the "City") pursuant to K.S.A. 75-37,125, as amended, entered into a Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp ("Banc of America") dated as of November 13, 2007, (the "Lease/Purchase Agreement") in connection with certain energy conservation measures in the maximum amount of \$1,826,933.00 to finance energy conservation measures undertaken to improve facilities and instrumentalities of the City (the "Project"); and

WHEREAS, the City wishes to refinance and prepay the Lease/Purchase Agreement on October 1, 2013, in the total amount of \$1,380,183.83 (consisting of principal in the amount of \$1,339,873.13, accrued interest in the amount of \$27,460.70, and prepayment premium in the amount of \$12,850) and permanently finance the Project, with proceeds of general obligation bonds of the City; and

WHEREAS, pursuant to Article 12, Section 5, of the Constitution of the State of Kansas, K.S.A. 12-101, and Home Rule Ordinance No. HR-4 of the City, the City deems it necessary and advisable to issue its general obligation bonds in the principal amount of \$_____ to refinance and prepay the Lease/Purchase Agreement and permanently finance the Project;

WHEREAS, pursuant to Home Rule Ordinance No. HR-4 of the City adopted by its governing body May 28, 2013, the completion of the Project was authorized and/or ratified and affirmed in accordance with both the plans and specifications therefore on file with the City Clerk of the City and the Act; and

WHEREAS, in accordance with all of the foregoing, the City deems it necessary and advisable to issue and sell its General Obligation Bonds, Series 2013A, in the aggregate principal amount of _____ Dollars (\$_____) to refinance and prepay the Lease/Purchase Agreement and permanently refinance the Project.

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

Section 1. That for the purpose of providing funds to refinance and prepay the Lease/Purchase Agreement, permanently finance the costs of the Project, and pay the costs of issuing the bonds herein authorized, there is hereby authorized and directed to be issued General Obligation Bonds of the City in the aggregate principal amount of _____ Dollars (\$_____) (the "Bonds") as provided by Article 12, Section 5, of the Constitution of the State of Kansas, K.S.A. 12-101, Home Rule Ordinance No. HR-4 of the City, and Article 1 of Chapter 10, Kansas Statutes Annotated, all as

amended. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such form, shall be subject to redemption and payment prior to the maturity thereof and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution of the Governing Body of the City adopted the same date as the date of the passage and approval of this Ordinance (the "Resolution").

Section 2. That the Mayor and City Clerk are hereby authorized to prepare and execute the Bonds and when so executed, the Bonds shall be registered as required by law and the Governing Body shall annually make provisions for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same shall become due by levying a tax upon all the taxable property of the City.

Section 3. That the City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the Resolution all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 4. That if any portion or provision of this Ordinance or the Bonds shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provisions shall not effect any of the remaining provisions of this Ordinance or the Bonds but this Ordinance and said Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 5. That the Bonds shall be issued and sold to the purchaser thereof in accordance with both their bid for the purchase thereof and the terms and conditions of this Ordinance.

Section 6. That this Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

PASSED by the Governing Body and approved by the Mayor this 11th day of June 2013.

CITY OF PITTSBURG, KANSAS

Michael E. Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk

(SEAL)

INTEROFFICE MEMORANDUM

To: DARON HALL, TAMMY NAGEL
From: DEENA HALLACY
CC:
Date: MAY 16, 2013
Subject: **AGENDA ITEM: LINCOLN SQUARE DEVELOPMENT**
DEEDS TO: HOME CENTER CONSTRUCTION, BLU SKYE PROPERTIES,
AND MATT HESS

Three builders are now ready to proceed with the final closing on the lots they have selected to build on in Lincoln Square Development.

Drawings have been reviewed and approved by the Codes Division. One builder was anxious about getting started and has completed a considerable amount of the early structure. The two other builders are waiting until the deeds are signed to begin.

Home Center Construction is building on Lot #5 in Lincoln Square Development. The Blu Skyes Properties will be building on Lot #1. And Matt Hess will be building on his selected lot #9, which is an interior lot. The Development Agreements have been signed by all builders for these lots. The Development Agreement commits the builders to begin the building of the structure within three months after signing and calls for completion within six months. The Development Agreement has been reviewed and approved by the City Attorney and has safeguards which covers the City in the case any builder fails to perform.

A platte of the development is attached for your review and information.

Please place this item on the agenda for review and approval.

**LINCOLN SQUARE
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT, hereinafter referred to as "Agreement", made this 14th day of MAY, 2013, by and between, the City of Pittsburg, Kansas, hereinafter referred to as "City" and HOME CENTER CONSTRUCTION, INC. hereinafter referred to as "Developer", whose address is 420 W. ATKINSON, PITTSBURG, KS 66762.

City hereby covenants and agrees that if the Developer shall perform the covenants and agreements hereinafter mentioned on the Developer's part to be performed, then the City will cause to be conveyed to the Developer, in fee simple, clear of all encumbrances, except for easements and restrictions of record, by a municipal warranty deed, to the following described property in Pittsburg, Crawford County, Kansas, to-wit:

Lot No. 5 in Lincoln Square Addition, a sub-division of the City of Pittsburg, Kansas according to the recorded plat thereof.

Restrictions and covenants placed upon the property by the City are attached hereto, incorporated herein and made a part hereof.

Developer hereby covenants that it is duly licensed to construct residential housing by the City and shall maintain its licensure in good standing during construction of the residence which is the subject of this Agreement.

CONSIDERATION

Developer agrees to commence the construction of a single family residence upon the above described property no later than ninety (90) days of the date of entering into this Agreement, and complete construction, including a Certificate of Occupancy being issued, within one hundred eighty (180) days from the date of entering into this Agreement. Developer further agrees that the single family residence, hereinafter referred to as the "residence", shall include three (3) bedrooms, two (2) baths, a carport or garage and completed landscaping. All drawings and construction plans shall be approved by the City's Codes Department prior to entering into this Agreement. No changes shall be made to the construction plans and drawings without the prior written approval of the City.

DEED

The deed shall be delivered to Developer upon approval of construction plans and drawings by the City's Code Department, receipt of proof of financing necessary to construct the residence, and execution of this Agreement. Provided however, should Developer fail to commence construction of the residence within ninety (90) days of entering into this Agreement, then the transfer of the above described real estate shall be rendered null and void and Developer shall convey the real estate back to the City by warranty deed.

KANSAS HOUSING RESOURCE CORPORATION GRANT

Developer understands and acknowledges that the Kansas Housing Resource Corporation grant available for qualified home buyers expires if construction is not complete and a Certificate of Occupancy issued within one hundred eighty (180) days from the date of transfer of the deed from the City to the Developer. Upon prior written approval of the City, and at the sole discretion of the City, extensions up to an additional ninety (90) days may be granted for circumstances beyond the Developer's control that delay completion of the construction.

INSURANCE

Developer shall procure, obtain and maintain insurance to protect the Developer, as well as the City and each parties' agents, officials, officers, and employees from damages resulting from errors, omissions and negligent acts of Developer, its agents, officers, employees and subcontractors in the performance of the work to be performed pursuant to this Agreement. The policies of insurance shall include as a minimum:

A) Worker's Compensation and Employer Liability coverage with an "all states" endorsement. Said insurance policies shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall not be less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000.00 each occurrence

B) Motor vehicle liability coverage of at least \$1,000,000.00 combined single limits liability coverage for bodily injury, death, personal injury or property damage; and

C) A comprehensive commercial general liability policy, including an endorsement for products liability and completed operations, protecting against all claims arising from injury or death to persons (other than Developer's employees) or damage to property of the City or others arising out of any error, omission or negligent act of Developer, its agents, officers, employees or subcontractors in connection with Developer's work pursuant to this Agreement. The liability limit shall not be less than \$1,000,000.00 per occurrence for bodily injury, death and property damage.

Satisfactory certificates of insurance shall be filed with the City Clerk prior to the Developer performing work on the premises. No policy insuring only "claims made" during its policy term will be acceptable. In addition, insurance policies applicable hereto shall contain a provision providing that the City shall be given thirty (30) days advance written notice by any insurance company before such policy is substantially changed or cancelled.

INDEMNIFICATION AND HOLD HARMLESS

The Developer expressly agrees and covenants that it will hold and save harmless and indemnify the City and its agents, officials, officers, employees and authorized representatives from any and all causes of action, penalties, fines, losses, costs, liabilities, expenses, attorney fees, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Developer, its employees and subcontractors. The Developer shall also insert in its contracts with each subcontractor a clause that requires the subcontractor to also indemnify and hold harmless the City and its agents, officials, officers, employees and authorized representatives from any and all causes of action, penalties, fines, losses, costs, liabilities, expenses, attorney fees, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of all subcontracts by the subcontractor and its employees.

TAXES

Taxes and assessments for the year 2012 and all previous years, if any, shall be paid by the City. Taxes and assessments for the year 2013 and all subsequent years shall be paid by the Developer.

SITE CONDITIONS

The City shall provide a sewer and water hookup to the premises, and has completed a Phase I Environmental Assessment of the property which is attached hereto and made a part hereof. The City makes no representations or warranties regarding site conditions and the Developer shall be solely responsible for and assumes the risk of any adverse site conditions.

TREES

The Developer shall not remove any trees from the premises without the prior written approval of the City.

CURBING AND SIDEWALKS

The Developer shall be responsible for and repair all damage to existing sidewalks and curbing which occur while performing work on the premises.

DEFAULT

In the event Developer fails to comply with any terms of this Agreement, then this Agreement shall, at the sole option of the City, be rendered null and void, where upon all rights of the Developer hereunder shall terminate, and the City shall be entitled to exclude Developer from the premises and retain possession of said real estate and enter into an agreement with another Developer to complete development of the premises. Upon said election all parties shall be released from further liability hereunder. If the City does not exercise its option to terminate this

Agreement as set further above, the City may pursue such other rights and remedies as it may have and shall be entitled to in law and in equity.

ASSIGNMENT

The Developer shall have not have right or authority to sell or convey any interest in the above described real estate prior to closing without the prior written consent of the City.

BINDING NATURE

This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement of the parties hereto and any prior oral or written agreement or understanding between the parties relating to the work described above is merged herein and shall be of no separate force and effect and this Agreement shall only be changed, modified, or discharged by written agreement signed by each party hereto.

EXCLUSIVE LAW AND VENUE

Developer agrees that this Agreement shall be governed by Kansas law and consents to the exclusive jurisdiction and venue of the Crawford County, Kansas District Court for any dispute that may arise out of, or under, this Agreement.

COUNTERPARTS

This Agreement shall be executed in two (2) counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

City of Pittsburg, Kansas

HOME CENTER CONSTRUCTION, INC.

By: _____
MICHAEL E. GRAY, MAYOR

By:  _____
BILL WARLOP, PRESIDENT

Attest:

Tammy Nagel, City Clerk

Amendment Number 1
CERTIFICATE OF RESTRICTIONS
RELATING TO THE PLAT OF LINCOLN SQUARE ADDITION
A SUB-DIVISION OF THE CITY OF PITTSBURG, KS

The City of Pittsburg, owners of all of the lots in Lincoln Square Addition, a sub-division of the City of Pittsburg, Kansas, as filed and recorded in the office of the Register of Deeds of Kansas, do hereby establish and certify the following restrictions relating to the lots of said sub-division.

The lots and parcels of land aforesaid will not be given away, sold, leased, conveyed, or in anyway alienated unto any person or entity except subject to the terms and conditions of the income restrictions identified under the Moderate Income Housing Program through the State of Kansas. Approved qualified buyers selected shall be provided assistance for down payment and closing costs. Each buyer shall be provided; 1) a forgivable loan in the amount of \$7,500.00 from the Presbyterian Church Fund to assist with closing costs and down payment assistance secured by a second mortgage for a period of five years; and 2) a grant from Kansas Housing Resource Corporation in the amount of \$10,000 to assist with closing costs and down payment assistance with no restrictions.

1. No building shall be erected, placed or altered upon any lot until the construction plans and specifications and a plan showing the location of the structures have been approved by the Zoning Administrator or his designated agent, as to the quality of workmanship and materials, building codes, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot near to any street or property line unless similarly approved.
2. The lots in said sub-division shall be subject to all restriction contained in this document and all zoning and building codes of the City of Pittsburg. The restriction and other codes will be enforced by the appropriate city officials and any variance, exceptions, or appeal from the decision of the Zoning Administrator may be to the Board of Zoning Appeals as specified in the City's Zoning Code.
3. The following minimum requirements as to spacing, area, and width shall be observed:
 - A. The minimum floor area in a one-floor structure, exclusive of basement, garages, open porches, terraces, and patios shall not be less than 1100 square feet.
 - B. The structure shall pass any testing that may be required by the State of Kansas Housing Resource Corporation for compliance with the

2006 Energy Conservation Code or the Energy Star Program and with the accessibility standards identified in K.S.A. 58-1401, et seq.

- C. Each primary residence shall include at least a covered one car parking space within or outside the structure.
 - D. All off-street parking spaces and access drives shall be paved with concrete or asphalt.
5. The structures in this sub-division shall be site built new construction constructed of unused building materials.
 6. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until such time an instrument has been signed by all of the then owners of the lots as they are recorded, agreeing to change said covenants in whole or in part.

In witness whereof, the undersigned owner of all of the lots in Lincoln Square Addition of the City of Pittsburg, Crawford County, Kansas, have hereunto set their hands this _____ day of MAY, 2013.

MICHAEL E. GRAY
Mayor, City of Pittsburg

ATTESTED:

Tammy Nagel, City Clerk/Administrator

(STATE OF KANSAS)
(COUNTY OF CRAWFORD)

Be it remembered that on this _____ day of MAY, 2013, MICHAEL E. GRAY, Mayor of the City of Pittsburg and TAMMY NAGEL, City Clerk/Administrator who are personally known to me, appeared before me, a notary public in and for the County and state aforesaid and executed the above instrument in writing as their own free will for the purposes set forth therein.

Notary Public

My Appointment Expires:

**LINCOLN SQUARE
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT, hereinafter referred to as "Agreement", made this 13th day of MAY, 2013, by and between, the City of Pittsburg, Kansas, hereinafter referred to as "City" and BLU SKYE PROPERTIES, LLC., hereinafter referred to as "Developer", whose address is 937 SOUTHRIDGE, BAXTER SPRINGS, KS 66713 .

City hereby covenants and agrees that if the Developer shall perform the covenants and agreements hereinafter mentioned on the Developer's part to be performed, then the City will cause to be conveyed to the Developer, in fee simple, clear of all encumbrances, except for easements and restrictions of record, by a municipal warranty deed, to the following described property in Pittsburg, Crawford County, Kansas, to-wit:

Lot No. 1 in Lincoln Square Addition, a sub-division of the City
of Pittsburg, Kansas according to the recorded plat thereof.

Restrictions and covenants placed upon the property by the City are attached hereto, incorporated herein and made a part hereof.

Developer hereby covenants that it is duly licensed to construct residential housing by the City and shall maintain its licensure in good standing during construction of the residence which is the subject of this Agreement.

CONSIDERATION

Developer agrees to commence the construction of a single family residence upon the above described property no later than ninety (90) days of the date of entering into this Agreement, and complete construction, including a Certificate of Occupancy being issued, within one hundred eighty (180) days from the date of entering into this Agreement. Developer further agrees that the single family residence, hereinafter referred to as the "residence", shall include three (3) bedrooms, two (2) baths, a carport or garage and completed landscaping. All drawings and construction plans shall be approved by the City's Codes Department prior to entering into this Agreement. No changes shall be made to the construction plans and drawings without the prior written approval of the City.

DEED

The deed shall be delivered to Developer upon approval of construction plans and drawings by the City's Code Department, receipt of proof of financing necessary to construct the residence, and execution of this Agreement. Provided however, should Developer fail to commence construction of the residence within ninety (90) days of entering into this Agreement, then the transfer of the above described real estate shall be rendered null and void and Developer shall convey the real estate back to the City by warranty deed.

KANSAS HOUSING RESOURCE CORPORATION GRANT

Developer understands and acknowledges that the Kansas Housing Resource Corporation grant available for qualified home buyers expires if construction is not complete and a Certificate of Occupancy issued within one hundred eighty (180) days from the date of transfer of the deed from the City to the Developer. Upon prior written approval of the City, and at the sole discretion of the City, extensions up to an additional ninety (90) days may be granted for circumstances beyond the Developer's control that delay completion of the construction.

INSURANCE

Developer shall procure, obtain and maintain insurance to protect the Developer, as well as the City and each parties' agents, officials, officers, and employees from damages resulting from errors, omissions and negligent acts of Developer, its agents, officers, employees and subcontractors in the performance of the work to be performed pursuant to this Agreement. The policies of insurance shall include as a minimum:

A) Worker's Compensation and Employer Liability coverage with an "all states" endorsement. Said insurance policies shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall not be less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000.00 each occurrence

B) Motor vehicle liability coverage of at least \$1,000,000.00 combined single limits liability coverage for bodily injury, death, personal injury or property damage; and

C) A comprehensive commercial general liability policy, including an endorsement for products liability and completed operations, protecting against all claims arising from injury or death to persons (other than Developer's employees) or damage to property of the City or others arising out of any error, omission or negligent act of Developer, its agents, officers, employees or subcontractors in connection with Developer's work pursuant to this Agreement. The liability limit shall not be less than \$1,000,000.00 per occurrence for bodily injury, death and property damage.

Satisfactory certificates of insurance shall be filed with the City Clerk prior to the Developer performing work on the premises. No policy insuring only "claims made" during its policy term will be acceptable. In addition, insurance policies applicable hereto shall contain a provision providing that the City shall be given thirty (30) days advance written notice by any insurance company before such policy is substantially changed or cancelled.

INDEMNIFICATION AND HOLD HARMLESS

The Developer expressly agrees and covenants that it will hold and save harmless and indemnify the City and its agents, officials, officers, employees and authorized representatives from any and all causes of action, penalties, fines, losses, costs, liabilities, expenses, attorney fees, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Developer, its employees and subcontractors. The Developer shall also insert in its contracts with each subcontractor a clause that requires the subcontractor to also indemnify and hold harmless the City and its agents, officials, officers, employees and authorized representatives from any and all causes of action, penalties, fines, losses, costs, liabilities, expenses, attorney fees, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of all subcontracts by the subcontractor and its employees.

TAXES

Taxes and assessments for the year 2012 and all previous years, if any, shall be paid by the City. Taxes and assessments for the year 2013 and all subsequent years shall be paid by the Developer.

SITE CONDITIONS

The City shall provide a sewer and water hookup to the premises, and has completed a Phase I Environmental Assessment of the property which is attached hereto and made a part hereof. The City makes no representations or warranties regarding site conditions and the Developer shall be solely responsible for and assumes the risk of any adverse site conditions.

TREES

The Developer shall not remove any trees from the premises without the prior written approval of the City.

CURBING AND SIDEWALKS

The Developer shall be responsible for and repair all damage to existing sidewalks and curbing which occur while performing work on the premises.

DEFAULT

In the event Developer fails to comply with any terms of this Agreement, then this Agreement shall, at the sole option of the City, be rendered null and void, where upon all rights of the Developer hereunder shall terminate, and the City shall be entitled to exclude Developer from the premises and retain possession of said real estate and enter into an agreement with another Developer to complete development of the premises. Upon said election all parties shall be released from further liability hereunder. If the City does not exercise its option to terminate this

Agreement as set further above, the City may pursue such other rights and remedies as it may have and shall be entitled to in law and in equity.

ASSIGNMENT

The Developer shall have not have right or authority to sell or convey any interest in the above described real estate prior to closing without the prior written consent of the City.

BINDING NATURE

This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement of the parties hereto and any prior oral or written agreement or understanding between the parties relating to the work described above is merged herein and shall be of no separate force and effect and this Agreement shall only be changed, modified, or discharged by written agreement signed by each party hereto.

EXCLUSIVE LAW AND VENUE

Developer agrees that this Agreement shall be governed by Kansas law and consents to the exclusive jurisdiction and venue of the Crawford County, Kansas District Court for any dispute that may arise out of, or under, this Agreement.

COUNTERPARTS

This Agreement shall be executed in two (2) counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

City of Pittsburg, Kansas

BLU SKYE PROPERTIES, LLC.

By: _____
MICHAEL E. GRAY, MAYOR

By:  _____
JOSEPH P. SKYE

Attest:

Tammy Nagel, City Clerk

KANSAS QUIT CLAIM DEED

On this ____ day of May, 2013, City of Pittsburg, Kansas, a municipal corporation, (“Grantor”) Quitclaims to Blu Skye Properties, LLC, a Kansas limited liability company, (“Grantee”) all of its interest in the following described real estate in Crawford County, Kansas:

Lot No. 1 in Lincoln Square Addition, a sub-division of the City of Pittsburg, Kansas according to the recorded plat thereof.

for the sum of One Dollar (\$1.00) and other good and valuable consideration.

SUBJECT TO: Easements, restrictions, reservations special assessments and rights-of-way of record, if any.

THE CITY OF PITTSBURG, KANSAS

By: _____
Mayor, Michael E. Gray

ATTEST:

City Clerk, Tammy Nagel

STATE OF KANSAS)
) ss:
CRAWFORD COUNTY)

BE IT REMEMBERED, that on this ____ day of _____, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael E. Gray, Mayor of the City of Pittsburg, Kansas, a Municipal corporation duly incorporated and existing under and by virtue of the laws of Kansas; and Tammy Nagel, City Clerk of said City, who are personally known to me to be the same persons who executed as such officers the within instruments of writing on behalf of said City and such person duly acknowledged the execution of the same to be the act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above written.

Notary Public

My Appointment Expires: _____

Amendment Number 1
CERTIFICATE OF RESTRICTIONS
RELATING TO THE PLAT OF LINCOLN SQUARE ADDITION
A SUB-DIVISION OF THE CITY OF PITTSBURG, KS

The City of Pittsburg, owners of all of the lots in Lincoln Square Addition, a sub-division of the City of Pittsburg, Kansas, as filed and recorded in the office of the Register of Deeds of Kansas, do hereby establish and certify the following restrictions relating to the lots of said sub-division.

The lots and parcels of land aforesaid will not be given away, sold, leased, conveyed, or in anyway alienated unto any person or entity except subject to the terms and conditions of the income restrictions identified under the Moderate Income Housing Program through the State of Kansas. Approved qualified buyers selected shall be provided assistance for down payment and closing costs. Each buyer shall be provided; 1) a forgivable loan in the amount of \$7,500.00 from the Presbyterian Church Fund to assist with closing costs and down payment assistance secured by a second mortgage for a period of five years; and 2) a grant from Kansas Housing Resource Corporation in the amount of \$10,000 to assist with closing costs and down payment assistance with no restrictions.

1. No building shall be erected, placed or altered upon any lot until the construction plans and specifications and a plan showing the location of the structures have been approved by the Zoning Administrator or his designated agent, as to the quality of workmanship and materials, building codes, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot near to any street or property line unless similarly approved.
2. The lots in said sub-division shall be subject to all restriction contained in this document and all zoning and building codes of the City of Pittsburg. The restriction and other codes will be enforced by the appropriate city officials and any variance, exceptions, or appeal from the decision of the Zoning Administrator may be to the Board of Zoning Appeals as specified in the City's Zoning Code.
3. The following minimum requirements as to spacing, area, and width shall be observed:
 - A. The minimum floor area in a one-floor structure, exclusive of basement, garages, open porches, terraces, and patios shall not be less than 1100 square feet.
 - B. The structure shall pass any testing that may be required by the State of Kansas Housing Resource Corporation for compliance with the

2006 Energy Conservation Code or the Energy Star Program and with the accessibility standards identified in K.S.A. 58-1401, et seq.

C. Each primary residence shall include at least a covered one car parking space within or outside the structure.

D. All off-street parking spaces and access drives shall be paved with concrete or asphalt.

5. The structures in this sub-division shall be site built new construction constructed of unused building materials.

6. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until such time an instrument has been signed by all of the then owners of the lots as they are recorded, agreeing to change said covenants in whole or in part.

In witness whereof, the undersigned owner of all of the lots in Lincoln Square Addition of the City of Pittsburg, Crawford County, Kansas, have hereunto set their hands this _____ day of MAY, 2013.

MICHAEL E. GRAY
Mayor, City of Pittsburg

ATTESTED:

Tammy Nagel, City Clerk/Administrator

(STATE OF KANSAS)
(COUNTY OF CRAWFORD)

Be it remembered that on this _____ day of MAY, 2013, MICHAEL E. GRAY, Mayor of the City of Pittsburg and TAMMY NAGEL, City Clerk/Administrator who are personally known to me, appeared before me, a notary public in and for the County and state aforesaid and executed the above instrument in writing as their own free will for the purposes set forth therein.

My Appointment Expires:

Notary Public

**LINCOLN SQUARE
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT, hereinafter referred to as "Agreement", made this 20th day of MAY, 2013, by and between, the City of Pittsburg, Kansas, hereinafter referred to as "City" and MATT HESS, hereinafter referred to as "Developer", whose address is 220 W. ADAMS, PITTSBURG, KS 66762.

City hereby covenants and agrees that if the Developer shall perform the covenants and agreements hereinafter mentioned on the Developer's part to be performed, then the City will cause to be conveyed to the Developer, in fee simple, clear of all encumbrances, except for easements and restrictions of record, by a municipal warranty deed, to the following described property in Pittsburg, Crawford County, Kansas, to-wit:

Lot No. 9 in Lincoln Square Addition, a sub-division of the City of Pittsburg, Kansas according to the recorded plat thereof.

Restrictions and covenants placed upon the property by the City are attached hereto, incorporated herein and made a part hereof.

Developer hereby covenants that it is duly licensed to construct residential housing by the City and shall maintain its licensure in good standing during construction of the residence which is the subject of this Agreement.

CONSIDERATION

Developer agrees to commence the construction of a single family residence upon the above described property no later than ninety (90) days of the date of entering into this Agreement, and complete construction, including a Certificate of Occupancy being issued, within one hundred eighty (180) days from the date of entering into this Agreement. Developer further agrees that the single family residence, hereinafter referred to as the "residence", shall include three (3) bedrooms, two (2) baths, a carport or garage and completed landscaping. All drawings and construction plans shall be approved by the City's Codes Department prior to entering into this Agreement. No changes shall be made to the construction plans and drawings without the prior written approval of the City.

DEED

The deed shall be delivered to Developer upon approval of construction plans and drawings by the City's Code Department, receipt of proof of financing necessary to construct the residence, and execution of this Agreement. Provided however, should Developer fail to commence construction of the residence within ninety (90) days of entering into this Agreement, then the transfer of the above described real estate shall be rendered null and void and Developer shall convey the real estate back to the City by warranty deed.

KANSAS HOUSING RESOURCE CORPORATION GRANT

Developer understands and acknowledges that the Kansas Housing Resource Corporation grant available for qualified home buyers expires if construction is not complete and a Certificate of Occupancy issued within one hundred eighty (180) days from the date of transfer of the deed from the City to the Developer. Upon prior written approval of the City, and at the sole discretion of the City, extensions up to an additional ninety (90) days may be granted for circumstances beyond the Developer's control that delay completion of the construction.

INSURANCE

Developer shall procure, obtain and maintain insurance to protect the Developer, as well as the City and each parties' agents, officials, officers, and employees from damages resulting from errors, omissions and negligent acts of Developer, its agents, officers, employees and subcontractors in the performance of the work to be performed pursuant to this Agreement. The policies of insurance shall include as a minimum:

A) Worker's Compensation and Employer Liability coverage with an "all states" endorsement. Said insurance policies shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall not be less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000.00 each occurrence

B) Motor vehicle liability coverage of at least \$1,000,000.00 combined single limits liability coverage for bodily injury, death, personal injury or property damage; and

C) A comprehensive commercial general liability policy, including an endorsement for products liability and completed operations, protecting against all claims arising from injury or death to persons (other than Developer's employees) or damage to property of the City or others arising out of any error, omission or negligent act of Developer, its agents, officers, employees or subcontractors in connection with Developer's work pursuant to this Agreement. The liability limit shall not be less than \$1,000,000.00 per occurrence for bodily injury, death and property damage.

Satisfactory certificates of insurance shall be filed with the City Clerk prior to the Developer performing work on the premises. No policy insuring only "claims made" during its policy term will be acceptable. In addition, insurance policies applicable hereto shall contain a provision providing that the City shall be given thirty (30) days advance written notice by any insurance company before such policy is substantially changed or cancelled.

INDEMNIFICATION AND HOLD HARMLESS

The Developer expressly agrees and covenants that it will hold and save harmless and indemnify the City and its agents, officials, officers, employees and authorized representatives from any and all causes of action, penalties, fines, losses, costs, liabilities, expenses, attorney fees, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Developer, its employees and subcontractors. The Developer shall also insert in its contracts with each subcontractor a clause that requires the subcontractor to also indemnify and hold harmless the City and its agents, officials, officers, employees and authorized representatives from any and all causes of action, penalties, fines, losses, costs, liabilities, expenses, attorney fees, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of all subcontracts by the subcontractor and its employees.

TAXES

Taxes and assessments for the year 2012 and all previous years, if any, shall be paid by the City. Taxes and assessments for the year 2013 and all subsequent years shall be paid by the Developer.

SITE CONDITIONS

The City shall provide a sewer and water hookup to the premises, and has completed a Phase I Environmental Assessment of the property which is attached hereto and made a part hereof. The City makes no representations or warranties regarding site conditions and the Developer shall be solely responsible for and assumes the risk of any adverse site conditions.

TREES

The Developer shall not remove any trees from the premises without the prior written approval of the City.

CURBING AND SIDEWALKS

The Developer shall be responsible for and repair all damage to existing sidewalks and curbing which occur while performing work on the premises.

DEFAULT

In the event Developer fails to comply with any terms of this Agreement, then this Agreement shall, at the sole option of the City, be rendered null and void, where upon all rights of the Developer hereunder shall terminate, and the City shall be entitled to exclude Developer from the premises and retain possession of said real estate and enter into an agreement with another Developer to complete development of the premises. Upon said election all parties shall be released from further liability hereunder. If the City does not exercise its option to terminate this

Agreement as set further above, the City may pursue such other rights and remedies as it may have and shall be entitled to in law and in equity.

ASSIGNMENT

The Developer shall have not have right or authority to sell or convey any interest in the above described real estate prior to closing without the prior written consent of the City.

BINDING NATURE

This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement of the parties hereto and any prior oral or written agreement or understanding between the parties relating to the work described above is merged herein and shall be of no separate force and effect and this Agreement shall only be changed, modified, or discharged by written agreement signed by each party hereto.

EXCLUSIVE LAW AND VENUE

Developer agrees that this Agreement shall be governed by Kansas law and consents to the exclusive jurisdiction and venue of the Crawford County, Kansas District Court for any dispute that may arise out of, or under, this Agreement.

COUNTERPARTS

This Agreement shall be executed in two (2) counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

City of Pittsburg, Kansas

MATT HESS

By: _____
MICHAEL E. GRAY, MAYOR

By: *Matt Hess*
MATT HESS

Attest:

Tammy Nagel, City Clerk

Amendment Number 1
CERTIFICATE OF RESTRICTIONS
RELATING TO THE PLAT OF LINCOLN SQUARE ADDITION
A SUB-DIVISION OF THE CITY OF PITTSBURG, KS

The City of Pittsburg, owners of all of the lots in Lincoln Square Addition, a sub-division of the City of Pittsburg, Kansas, as filed and recorded in the office of the Register of Deeds of Kansas, do hereby establish and certify the following restrictions relating to the lots of said sub-division.

The lots and parcels of land aforesaid will not be given away, sold, leased, conveyed, or in anyway alienated unto any person or entity except subject to the terms and conditions of the income restrictions identified under the ~~Moderate Income Housing Program through the State of Kansas. Approved~~ qualified buyers selected shall be provided assistance for down payment and closing costs. Each buyer shall be provided; 1) a forgivable loan in the amount of \$7,500.00 from the Presbyterian Church Fund to assist with closing costs and down payment assistance secured by a second mortgage for a period of five years; and 2) a grant from Kansas Housing Resource Corporation in the amount of \$10,000 to assist with closing costs and down payment assistance with no restrictions.

1. No building shall be erected, placed or altered upon any lot until the construction plans and specifications and a plan showing the location of the structures have been approved by the Zoning Administrator or his designated agent, as to the quality of workmanship and materials, building codes, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot near to any street or property line unless similarly approved.
2. The lots in said sub-division shall be subject to all restriction contained in this document and all zoning and building codes of the City of Pittsburg. The restriction and other codes will be enforced by the appropriate city officials and any variance, exceptions, or appeal from the decision of the Zoning Administrator may be to the Board of Zoning Appeals as specified in the City's Zoning Code.
3. The following minimum requirements as to spacing, area, and width shall be observed:
 - A. The minimum floor area in a one-floor structure, exclusive of basement, garages, open porches, terraces, and patios shall not be less than 1100 square feet.
 - B. The structure shall pass any testing that may be required by the State of Kansas Housing Resource Corporation for compliance with the

2006 Energy Conservation Code or the Energy Star Program and with the accessibility standards identified in K.S.A. 58-1401, et seq.

- C. Each primary residence shall include at least a covered one car parking space within or outside the structure.
 - D. All off-street parking spaces and access drives shall be paved with concrete or asphalt.
5. The structures in this sub-division shall be site built new construction constructed of unused building materials.
 6. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until such time an instrument has been signed by all of the then owners of the lots as they are recorded, agreeing to change said covenants in whole or in part.

In witness whereof, the undersigned owner of all of the lots in Lincoln Square Addition of the City of Pittsburg, Crawford County, Kansas, have hereunto set their hands this _____ day of MAY, 2013.

MICHAEL E. GRAY
Mayor, City of Pittsburg

ATTESTED:

Tammy Nagel, City Clerk/Administrator

(STATE OF KANSAS)
(COUNTY OF CRAWFORD)

Be it remembered that on this _____ day of MAY, 2013, MICHAEL E. GRAY, Mayor of the City of Pittsburg and TAMMY NAGEL, City Clerk/Administrator who are personally known to me, appeared before me, a notary public in and for the County and state aforesaid and executed the above instrument in writing as their own free will for the purposes set forth therein.

Notary Public

My Appointment Expires:

KANSAS QUIT CLAIM DEED

On this _____ day of May, 2013, City of Pittsburg, Kansas, a municipal corporation, (“Grantor”) Quitclaims to Matt Hess, an individual, (“Grantee”) all of its interest in the following described real estate in Crawford County, Kansas:

Lot No. ____ in Lincoln Square Addition, a sub-division of the City of Pittsburg, Kansas according to the recorded plat thereof.

for the sum of One Dollar (\$1.00) and other good and valuable consideration.

SUBJECT TO: Easements, restrictions, reservations, special assessments and rights-of-way of record, if any.

THE CITY OF PITTSBURG, KANSAS

By: _____
Mayor, Michael E. Gray

ATTEST:

City Clerk, Tammy Nagel

STATE OF KANSAS)
) ss:
CRAWFORD COUNTY)

BE IT REMEMBERED, that on this ____ day of _____, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael E. Gray, Mayor of the City of Pittsburg, Kansas, a Municipal corporation duly incorporated and existing under and by virtue of the laws of Kansas; and Tammy Nagel, City Clerk of said City, who are personally known to me to be the same persons who executed as such officers the within instruments of writing on behalf of said City and such person duly acknowledged the execution of the same to be the act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above written.

Notary Public

My Appointment 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: May 22, 2013

SUBJECT: Agenda Item – May 28, 2013
Disposition of Bids
ADA Ramp Construction

Bids were received on Tuesday, May 21st, 2013, for the construction of ADA ramps on Walnut Street (Quincy to 3rd Street), Joplin Street (4th Street to 6th Street) and Joplin Street (9th Street to 20th Street) (see attached bid tab sheet). This project consists of the construction of 438 square yards concrete sidewalk, 791 square yards ramps and 1,267 lineal feet of curb and gutter. The City received three (3) bids on this project. After reviewing the bids, City staff is recommending the bid be awarded to Sprouls Construction, Inc., of Lamar, Missouri, based on their low bid of \$178,799. The funding for this project will be paid by street sales tax funds.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 28th, 2013. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder as stipulated above and, if approved, authorize the Mayor to execute the contract documents once prepared.

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

Attachment: Bid Tabulation

BID TABULATION ADA RAMP CONSTRUCTION WALNUT STREET (QUINCY TO 3RD) JOPLIN STREET (4TH TO 6TH) JOPLIN STREET (9TH TO 20TH) Bid Opening: May 21, 2013; 2:00 PM				Sprouls Construction, Inc. 397 W. DD Hwy Lamar, MO 64759		Home Center Construction, Inc. 420 West Sykindon Pittsburg, KS 66762		Mission Construction Co., Inc. PO Box 321 St. Paul, KS 66771	
ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 9,000.00	\$ 9,000.00	\$ 20,000.00	\$ 20,000.00
2	Traffic Control	L.S.	1	4,000.00	4,000.00	15,600.00	15,600.00	5,000.00	5,000.00
3	Site Restoration	L.S.	1	4,000.00	4,000.00	13,650.00	13,650.00	3,500.00	3,500.00
4	Concrete Sidewalk	S.Y.	483	50.00	24,150.00	81.00	39,123.00	37.00	17,871.00
5	Concrete Ramps	S.Y.	791	100.00	79,100.00	90.00	71,190.00	200.00	158,200.00
6	Concrete Curb and Gutter	L.F.	1,267	47.00	59,549.00	30.00	38,010.00	35.00	44,345.00
PROJECT TOTAL					\$ 178,799.00		\$ 186,573.00		\$ 248,916.00



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: May 22, 2013

SUBJECT: Agenda Item – May 28, 2013
Emergency Generator at the Water Treatment Plant
Permission to Advertise for Design/Build Process

During the re-design of the Water Treatment Plant, a 1250 KW generator was included as part of the project design. The generator was bid as an add alternate. At the time the bids were considered, the add alternate was not accepted. The generator, as designed, would have tied up only one well and was designed to operate at 480 volts. The primary feed at the Water Treatment Plant is 4160 volts.

During the re-evaluation of the emergency generator, a decision was made to secure bidding via a Design/Build Process. The first part of the Design/Build Process is to develop a Design Memorandum wherein the generator voltage would be reviewed and an estimated cost developed for both generator operating voltages of 480 volts or 4160 volts. The major advantage for the 4160 volt generator is that it would allow all four wells to be operable and the remainder of the Water Treatment Plant to be completely powered. The 480 volt alternative would only power one well, which may not be sufficient during times of extreme duress. Preliminary evaluations indicate that the cost of the two alternatives is approximately equal.

The Design/Build Process will not mandate that the City proceed with the construction phase of the effort until preliminary costs have been reviewed, additional communication completed with the Kansas Department of Health and Environment and the City Commission proceeds with the award of the construction contract. The complete project is expected to be less than \$600,000 and we have sufficient bonding capacity remaining in the original loan for the Water Treatment Plant to incorporate these additional costs.

MEMO TO: DARON HALL
MAY 22, 2013
PAGE TWO

Staff recommends that the City Commission authorize proceeding with the advertising of the Design/Build Process per the attached documents.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 28, 2013. Action necessary will be approval or disapproval of staff's recommendation.

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

Attachment: Design/Build Services RFQ



**Design/Build Services for Emergency Power Generation
Water Treatment Plant
City of Pittsburg, Kansas**

1. Purpose of RFQ:

To solicit qualification statements from DESIGN/BUILD CONTRACTORS for the design and construction of Emergency Power Generation at the City of Pittsburg, Kansas Water Treatment Plant.

2. RFQ Description:

The City requests the assistance of a DESIGN/BUILD CONTRACTOR for the design and construction of **Emergency Power Generation** at the Water Treatment Plant including the preparation of a design memorandum, construction design plans, cost estimates, and permits as required. The City will pre-approve the supplier of the emergency power supplier via the design memorandum to be incorporated into the project by the DESIGN/BUILD CONTRACTOR. All costs associated with purchasing, shipping, installing, testing, start-up, and performance warranties of Emergency Power Generation and all other components provided by the pre-approved generation equipment manufactures shall be paid by the DESIGN/BUILD CONTRACTOR.

An Execution Model, including an organizational flowchart, is attached for information purposes only. The approved process and associated equipment manufacturer(s) shall contract directly with the selected DESIGN/BUILD CONTRACTOR as depicted in the attached Execution Model. The intent is to require that all equipment supplied by the equipment manufacturer(s) be compatible, correctly sized for the application, and electronically integrated into the SCADA system (wonderworks). Equipment shown on the SCADA system shall include the Hand/Off/Automatic status and control of the generator, and exercise cycles, fuel levels and status.

3. Project Background:

The City of Pittsburg has recently completed construction of an upgrade of the Water Treatment Plant serving the community. Emergency power was included as part of the original contract via addendum but not accepted by the City. Provisions have been made to include emergency power generation (480 volts) within the design. Portions of the components for adding a generator were installed as part of the original contract.

The underground conduits from generator location to generator distribution switchgear are in place. The conduits will require extension and turned up at the generator. The existing concrete will have to be modified for proper support of the new emergency generator. The EC Building will require a new generator distribution board and automatic

transfer switch. The conduits are installed from the EC Building Generator Switchboard to the Filter Building (7) 4" Plus (2) 2". The automatic throw over system exists in the Square D MDP at the Filter Building. The MDP at the Filter Building will require a site visit from a Square D representative to start up the automatic throw-over switch. A remote annunciator at the filter building will require wiring from the generator, remote start for the Filter Building power outage plus automatic start for the EC Building power outage.

A second alternative approach will be to supply a generator operating at 4160 volts and shall be sized as above to operate the entire plant and two wells on line at the same time. The same criteria shall be applied including a transfer switch, communication with SCADA systems and annunciator at the plant. The generator shall be located near the incoming service. Size of the generator shall be confirmed by the contractor in the design memorandum stage of the project after evaluation of all electrical loads.

The design memorandum should evaluate the type of generator and voltage best suited to support the facility during a power outage. The preparation of the design memorandum and a ***guaranteed maximum price (GMP)*** shall be presented in the design memorandum. Upon approval of the design memorandum and approval by the regulatory agencies, the contractor will proceed to construct the system as authorized by the City of Pittsburgh.

4. Facility Description and Design Parameters:

Emergency power shall be sufficient to power two wells located on the Water Treatment Plant site and all process equipment including the SCADA system. The single engine (diesel fuel) generator shall be a minimum of 1250 KW (480 volt) and or (4160 volt) although the contractor shall verify the sizing. The generator shall be complete, furnished and installed including a 2500 gallon fuel storage tank. The tank shall be filled at the time of construction and it is assumed approximately 700 gallons will be consumed in testing. The contractor shall not be required to replace fuel used in testing.

As shown in the attached Execution Model – Organizational Flowchart, the DESIGN/BUILD CONTRACTOR shall provide the following professional design services:

Design Memorandum	The DESIGN/BUILD CONTRACTOR shall evaluate and confirm the capacity of the required generator and voltage demands via review of all anticipated electrical loads. Any restriction of electrical loads shall be identified within the design memorandum. The DESIGN/BUILD CONTRACTOR shall provide at least three (3) bids for the supply of the emergency electrical generator. The City of Pittsburgh will approve the generator supplier and the DESIGN/BUILD CONTRACTOR shall include the chosen equipment in the <i>development of the <i>guaranteed maximum price (GMP)</i>.</i>
-------------------	--

Facility Engineering	Electrical, mechanical, and structural design, as needed, for all facilities, including exterior lighting systems; all electrical power and motor control systems; electrical connections; building and equipment; and all structural slabs, footings, foundations, stem walls, and cast-in-place tanks and misc. structures.
Geotechnical Engineering	On-site soils testing as needed for the design of footings, structural slabs, pavements, and associated sub-grades. Materials sampling and testing during construction shall be provided.
Architectural	Building design and specifications as needed.
Control System Design	The DESIGN/BUILD CONTRACTOR shall provide design and installation of all controls for the treatment facility. The DESIGN/BUILD CONTRACTOR shall insure the operation of the emergency power generation is controllable by the existing SCADA systems.

5. Invitation to Submit:

The City is seeking Statements of Qualifications from experienced qualified DESIGN/BUILD CONTRACTORS interested in providing design/build services for the Emergency Power Generation. The DESIGN/BUILD CONTRACTOR and his sub-contractors must be licensed to practice and perform work in the State of Kansas, be able to demonstrate proficiency for the project type, have experience with municipal clients, and be available to commence work immediately.

The project team shall have a single lead project manager who will be the prime contact selected to direct and coordinate the work of others, and be responsible for the schedule, submitting deliverables, completing construction and installations, and provide plant start-up services and coordination.

DESIGN/BUILD CONTRACTOR

The DESIGN/BUILD CONTRACTOR who is the prime CONTRACTOR may only submit one qualification statement and may not participate as a sub-consultant on any other proposal team.

SUB-CONTRACTORS AND CONSULTANTS

Regardless of discipline, firms that participate only as a sub-contractor or design consultant may do so with as many DESIGN/BUILD CONTRACTOR teams as desirable.

SUBMITTAL REQUIREMENTS

DESIGN/BUILD CONTRACTORS are asked to submit a Statement of Qualifications on behalf of their construction, design and management team for the Pittsburgh Emergency Power Generation. The composition of the team should be able to deliver on a scope of services required to fulfill the total project. The DESIGN/BUILD CONTRACTOR and his sub-contractors/consultants are asked to provide the following:

- a) Provide background information on your firm. Indicate how long the firm has been in operation, approximate size of staff, and what areas of expertise the firm offers. Identify the project manager and other key personnel who will work on the project.
- b) Explain your approach to designing and building facilities and project management. How is your internal staff selected? What is your method for coordinating various design and construction professionals who will assist your team? How do you interact with the client and keep them on task and the project on schedule?
- c) Identify sub-contractors and consultants who will be participating on your team. Indicate what their role will be and provide information regarding the key staff members from each firm and who will be responsible for their services.
- d) Provide contact references from other municipal clients for design/build projects starting with the most recent project. Provide a brief description of the design/build projects executed for each of these clients.
- e) Indicate your experience with Water Treatment Plant design and construction. Provide specific project examples in the form of written project briefs that should include photographs. Indicate which of the sub-contractors and consultants worked on which project and their roles.
- f) Provide an estimate of the total design/build cost range for the project and a billing rate schedule for all DESIGN/BUILD team personnel, including contractors and engineering consultants. Provide a separate estimate for developing and preparing a guaranteed maximum price (GMP) for the project. The estimated total design/build cost range shall be based on the information provided in this RFQ including attached treatment equipment performance specifications, a review of the site, attached site and concept layouts, and available chemical water quality information.

PLEASE NOTE: The top-ranked DESIGN/BUILD team shall prepare a guaranteed maximum price (GMP) for the project based on the findings of the equipment selection defined in the design memorandum. All fees and expenses necessary to prepare a design memorandum and guaranteed maximum price (GMP) shall be included in the DESIGN/BUILDER'S cost to install of the emergency power generator. If the project does not proceed forward, reimbursement of costs will be made for the development of the design memorandum and GMP and any materials, calculations, designs and

drawing shall become the property of the City of Pittsburg. The cost associated with the development of a design memorandum and GMP shall be defined in the contract documents. The City of Pittsburg shall have the right to negotiate with other Design/Build Contractors if the GMP is excessive in the opinion of the City. Authorization to proceed with the construction effort is dependent upon approval by the City of Pittsburg and the Kansas Department of Health and Environment.

g) Indicate your team’s ability to complete the project by fall of 2013.

6. Consultation Clarification:

DESIGN/BUILD CONTRACTORS are asked to direct all questions regarding this RFQ to:

John H. Bailey, P.E., PhD
Director of Public Utilities
City of Pittsburg, Kansas
(Cell telephone - 316-259-5746)

Based on the nature of the questions, the City may elect to issue an addendum and/or conduct a pre-RFQ meeting for prospective DESIGN/BUILD CONTRACTORS.

7. Interviews:

The City will conduct interviews with a shortlist of firms selected by the City Staff. The interviews will involve key project staff from the primary firm and their sub-contractors and consultants. Team members should be prepared to discuss, among other things, their approach to maintaining the project schedule, communicating with clients, coordinating project responsibilities, and identifying project risks which require the attention of the DESIGN/BUILD team and the client. Each interview will be limited to one hour in which the DESIGN/BUILD team will make a presentation of their team’s experience and strengths. The balance of the time will be devoted to questions, answers, and discussion.

9. Selection Process:

Representatives from the City of Pittsburg will review the qualification statements and perform interviews. The top ranked DESIGN/BUILD team will be asked to prepare a Design Memorandum and associated Guaranteed Maximum Price, (GMP). Pending City Staff approval of the GMP, the DESIGN/BUILD team will be asked to prepare the necessary contract agreements, bonds, and insurance for acceptance by the City Council.

10. Submittal Schedule:

Invitation to Submit..... June 3, 2013
Invitations will be distributed electronically by the City of Pittsburg to selected DESIGN/BUILD CONTRACTORS.

Deadline for Questions..... June 17, 2013
No clarification questions will be accepted after this date so that an addendum or any clarifications, if required,

may be prepared and distributed prior to submission.

Submission Deadline..... <i>Submit six copies of your Statement of Qualifications to the City Clerk by 4:00 p.m., Monday, May 30, 2013. Please also submit one electronic version via email or flash-drive.</i>	July 8, 2013
Interviews..... <i>(Time and place TBD)</i>	July 16, 2013
Recommendation to City Commission, Top Ranked Firm... <i>The approved DESIGN/BUILD CONTRACTOR shall be prepared to submit contract documents to the City on or before June 11, 2013 including, bonds and insurance, and fee for development of a Design Memorandum and Guaranteed maximum Price.</i>	July 23, 2013
Facility Completion Target Date	January , 2014

City of Pittsburg Emergency Power Generation

Execution Model – Organizational Flowchart

