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The City of Pittsburg advertised for Public Hearing, Tuesday, September 10, 2013, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of vacating the alley located in the 700 Block of West 4th Street described as beginning at the Southwest Corner of Lot 19, thence North 15 feet, thence East 37 feet, thence South 14.25 feet, thence West 37 feet, to the point of beginning in Joplin Addition to Pittsburg, Crawford County, Kansas. (Request of James Huebner).

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LOAN REQUEST - PITTSBURG COMMUNITY CHILD CARE LEARNING CENTER (PCCCLC) - The Economic Development Advisory Committee (EDAC) voted unanimously to recommend the Governing Body grant the request submitted by the Pittsburg Community Child Care Learning Center for a ten-year loan in the amount of \$35,000 from the Revolving Loan Fund with a 1.25% fixed interest rates and repayment not to begin until the 11th month following draw-down.

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DISPOSITION OF BIDS - Staff is recommending approval of the low bid meeting specifications submitted by Polston Construction, Inc., of Lamar, Missouri, based on their bid of \$86,823.00 for the Meadowbrook Mall Sanitary Sewer Extension Project.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, September 10, 2013
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Jim Akins of the First United Methodist Church
- b. Flag Salute Led by the Mayor
- c. Proclamation - Constitution Week - Received by Frances Smith
- d. Public Input

CONSENT AGENDA:

- a. Approval of the August 27, 2013, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1182, amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2013 Edition of the "Standard Traffic Ordinance for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed and repealing Ordinance No. G-1168. **Second Reading - ROLL CALL VOTE.**
- c. Approval of Ordinance No. G-1183 amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2013 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1169. **Second Reading - ROLL CALL VOTE.**
- d. Approval of the Downtown Facade Grant Advisory Committee's recommendation to award a facade grant in the amount of \$375 to Lori Horton for her building located at 602 North Broadway (Celebrations by Lori) to purchase new signage for the business, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- e. Approval of the Downtown Facade Grant Advisory Committee's recommendation to award a facade grant in the amount of \$1,855 to Roger and Heather Horton for their building located at 311 North Broadway (Sweet Designs Cakery) to purchase new signage for the business, a fresh coat of paint and general repair, and authorize the Mayor to sign the appropriate documents on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, September 10, 2013
5:30 PM

- f. Approval of the Downtown Facade Grant Advisory Committee's recommendation to award a facade grant in the amount of \$1,327.90 to Betty Farris for her building located at 412 North Broadway (Harry's Cafe) to purchase a new awning for the business, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- g. Approval of the Downtown Facade Grant Advisory Committee's recommendation to award a facade grant in the amount of \$6,007 to Phil Minton for his building located at 621 North Broadway (Madill's) to purchase new windows, paint, and mason work to rebuild block bottom on the north side, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- h. Approval of final payment in the amount of \$9,222.80 to Bennett, Inc., of Lamar, Missouri, for the Taylor Branch Sanitary Sewer Replacement Project.
- i. Approval of staff recommendation to post both sides of West 10th Street from Walnut Street to Catalpa Street and East Quincy Street from Broadway Street to Rouse Street as "No Parking" and, if approved, authorize the City Attorney to prepare the necessary Ordinance.
- j. Approval of the application submitted by Danielle Sharpe for a 2013 Cereal Malt Beverage License for Smokey Racks BBQ, Inc., located at 4022 1/2 Parkview Drive, and direct the City Clerk to issue the license.
- k. Approval of staff recommendation to award the bid for the sale of real estate at 213 East Quincy to the highest bidder, Tammy Nagel, of Pittsburg, in the amount of \$43,333.33 and, if approved, authorize the Mayor to sign the Contract for Sale and Purchase of Real Estate.
- l. Approval of staff recommendation to deed Abruzzo Builders, Inc. Lot #10 in the Lincoln Square Development and authorize the Mayor to sign the Development Agreement, Certificate of Restrictions, and Quit Claim Deed on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, September 10, 2013
5:30 PM

- m. Approval of the Appropriation Ordinance for the period ending September 10, 2013, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

PUBLIC HEARING:

- a. ALLEY VACATION - The City of Pittsburg advertised for Public Hearing, Tuesday, September 10, 2013, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of vacating the alley located in the 700 Block of West 4th Street described as beginning at the Southwest Corner of Lot 19, thence North 15 feet, thence East 37 feet, thence South 14.25 feet, thence West 37 feet, to the point of beginning in Joplin Addition to Pittsburg, Crawford County, Kansas. (Request of James Huebner). **Following Public Hearing, approve or disapprove request and, if approved, direct the City Attorney to prepare the necessary Order.**

CONSIDER THE FOLLOWING:

- a. LOAN REQUEST - PITTSBURG COMMUNITY CHILD CARE LEARNING CENTER (PCCCLC) - The Economic Development Advisory Committee (EDAC) voted unanimously to recommend the Governing Body grant the request submitted by the Pittsburg Community Child Care Learning Center for a ten-year loan in the amount of \$35,000 from the Revolving Loan Fund with a 1.25% fixed interest rates and repayment not to begin until the 11th month following draw-down. **Approve or disapprove recommendation of the Economic Development Advisory Committee and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**
- b. DISPOSITION OF BIDS - Staff is recommending approval of the low bid meeting specifications submitted by Polston Construction, Inc., of Lamar, Missouri, based on their bid of \$86,823.00 for the Meadowbrook Mall Sanitary Sewer Extension Project. **Approve or disapprove low bid and, if approved, authorize the Mayor and City Clerk to execute the contract documents when prepared.**

**CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, September 10, 2013
5:30 PM**

NON-AGENDA REPORTS & REQUESTS:

- a. Director of Finance Jamie Clarkson will present the bi-monthly budget report as of August 31, 2013.

ADJOURNMENT

Office of the Mayor

CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: September 17th, 2013, marks the two hundred twenty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

Whereas: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd, as Constitution Week.

Now, Therefore, I, Michael E. Gray, Mayor of the City of Pittsburg, Kansas, do hereby proclaim the week of September 17 – 23, 2013, as

CONSTITUTION WEEK IN PITTSBURG

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Dated this 10th day of September, 2013.

ATTEST:

CITY CLERK

MAYOR

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 27th, 2013

A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, August 27th, 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, Monica Murnan and Patrick O'Bryan.

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

Mayor Gray led the flag salute.

APPROVAL OF MINUTES – AUGUST 13th, 2013 - On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the August 13th, 2013, City Commission Meeting minutes as submitted. Motion carried.

ORDINANCE NO. G-1182 – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved Ordinance No. G-1182, amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2013 Edition of the "Standard Traffic Ordinance for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed and repealing Ordinance No. G-1168, on first reading. Motion carried.

ORDINANCE NO. G-1183 – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved Ordinance No. G-1183, amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2013 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1169, on first reading. Motion carried.

ORDINANCE NO. S-1005 – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved Ordinance No. S-1005, levying a special assessment against the lots or parcels of land on which a public nuisance was located, to pay the cost of abating the nuisance, on second reading with the following roll call vote: Yea: Gray, Ketterman, Munsell, Murnan, and O'Bryan. Motion carried.

ORDINANCE NO. S-1006 – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved Ordinance No. S-1006, levying a special assessment against the lots or parcels of land on which refuse matter was located, to pay the cost of making the premise safe and hygienic, on second reading with the following roll call vote: Yea: Gray, Ketterman, Munsell, Murnan, and O'Bryan. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 27th, 2013

ORDINANCE NO. S-1007 – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved Ordinance No. S-1007, levying a special assessment against the lots or parcels of land on which existed weeds or obnoxious vegetable growth, to pay the cost of cutting or removing said growth, on second reading with the following roll call vote: Yea: Gray, Ketterman, Munsell, Murnan, and O'Bryan. Motion carried.

ORDINANCE NO. S-1008 – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved Ordinance No. S-1008, granting an ad valorem tax exemption to Miller's Inc., pursuant to the City of Pittsburg's Policy and Procedures adopted November 10, 1987, as authorized by Section 13, Article 11, of the Constitution of the State of Kansas, on first and only reading. Motion carried.

LOAN PAYMENT FORGIVENESS – COMMUNITY HEALTH CENTER OF SOUTHEAST KANSAS – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved staff recommendation to forgive the 2013 loan payment in the amount of \$123,891.53 for the Community Health Center of Southeast Kansas (CHCSEK), as the required thresholds for forgiveness have been met and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

LOAN PAYMENT FORGIVENESS – RON AND DORA WARE – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved staff recommendation to forgive the 2013 loan payment in the amount of \$5,458.86 for Ron and Dora Ware, as the required thresholds for forgiveness have been met and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

LEAGUE OF KANSAS MUNICIPALITIES VOTING DELEGATES – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the appointment of Monica Murnan, John Ketterman, Chuck Munsell and Patrick O'Bryan as voting delegates and Tammy Nagel as an alternate voting delegate to represent the City at the League of Kansas Municipalities Annual Meeting scheduled for October 12th through 14th, 2013, in Overland Park, Kansas. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the Appropriation Ordinance for the period ending August 27th, 2013, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Gray, Ketterman, Munsell, Murnan and O'Bryan. Motion carried.

SPECIAL PRESENTATION - SUMMER READING PROGRAM - Library Director Bev Clarkson provided an overview of the 2013 summer reading program.

2013 STREET PROGRAM MILLING (WALNUT AND JOPLIN) – On motion of Ketterman, seconded by Munsell, the Governing Body approved Change Order No. 1 reflecting an increase of \$114,182.10, making a new contract construction amount of \$153,732.15, for the 2013 Street Program Milling Project. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 27th, 2013

NON-AGENDA REPORTS & REQUESTS:

STREET UPDATE - Director of Public Works Bill Beasley stated that paving in the Grand Oaks Addition will be complete on August 28th. Crews will then move to 7th Street and to Walnut Street to begin repairs.

CUSTOMER SERVICE COUNTER - Director of Human Resources Megan Fry and Utility Office Manager Karen Munsell provided information regarding the City Hall Customer Service Counter.

EVERYBODY PLAYS SWING SET RIBBON CUTTING - Director of Parks and Recreation Kim Vogel announced that a ribbon cutting would be held at 3:30 p.m. on August 28th, 2013, in Schlanger Park for the Everybody Plays Swing Set.

ADJOURNMENT: On motion of O'Bryan, seconded by Murnan, the Governing Body adjourned the meeting at 6:01 p.m. Motion carried.

Michael E. Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: September 4, 2013

SUBJECT: September 10, 2013 Agenda Item
Façade grant applications

Four applications have been received for phase III of the downtown matching façade grant program. The program's guidelines cap the amount eligibility at \$100 per foot, per building, with additional consideration given to buildings with side display windows and rear entrances facing a city parking lot.

The downtown façade grant advisory committee met on August 4 and recommended the following amounts for each applicant:

Lori Horton – Celebrations by Lori, 602 N. Broadway. New signage. Project cost: \$750; Amount recommended by committee: \$375

Roger & Heather Horton – Sweet Designs Cakery, 311 N. Broadway. New signage, fresh coat of paint and general repair. Project cost: \$3,710; Amount recommended by committee: \$1,855

Betty Farris – Harry's Café, 412 N. Broadway. New awning. Project cost: \$2,655.80; Amount recommended by committee: \$1,327.90

Phil Minton – Madill's building, 621 N. Broadway. New windows, paint, mason work to rebuild block bottom on north side. Project cost: \$12,014; Amount recommended by committee: \$6,007

Please place these items on the agenda for the City Commission meeting scheduled for Tuesday, September 10, 2013. Action being requested is the approval or denial of the façade grant advisory committee recommendations and, if approved, authorize the Mayor to sign the appropriate documents.



Downtown Revitalization Façade Improvement Grant Application

Date of Application: 08 / 14 / 2013

Applicant Information

Applicant Name: Lori Horton

Business Name: Celebrations by Lori

Street Address: 602 N. Broadway

City: Pittsburg State: KS Zip: 66762

Building Information

Address of building where work is to be done: same

Name of building owner (if different from above): John Kutz

Building renter(s)/occupants: Celebrations by Lori

Financial Information

Total amount of project: \$ 750.⁰⁰

Total grant amount applied for: \$ 375.⁰⁰

Guidelines:

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

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

Owner/Renter Matching Fund Source:

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

Description of Improvements

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

New signage on west (Broadway facing) side of building.



Downtown Revitalization Façade Improvement Grant Application

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

Sign Replacement & installation

Please attach the following:

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

Is a building permit required for the project?

yes no

If yes, describe: _____

Project Timetable:

Date work is to start:

09	13	2013
----	----	------

Date work is to be completed:

09	13	2013
----	----	------

appx.

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

yes no

If yes, have you received State historical review?

If no, have you inquired about the approval process?

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

New or Expanding Business Information

Will your building improvements create any new jobs?

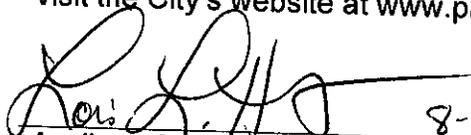
Not at this time.

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

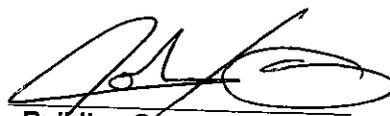
N/A

Additional Incentive Program

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


Applicant Signature

8-13-13
Date


Building Owner Signature

8/27/13
Date

Celebrations By Lori

CUSTOMER PROOF

SPECIFICATIONS:

- Custom Cut Cake Logo
- Vinyl applied to Audi Panel
- 3 Layer Vinyl Background on Audi Panel

"CELEBRATIONS BY" Custom Cut Vinyl Applied to Background

"Lori" Custom Cut Audi Panel Stud Mounted 2" From Background For Dimension

NOTES:

DESIGN BY:
Keldi Rae Cooper





Downtown Revitalization Façade Improvement Grant Application

Date of Application: 8/27/13

Applicant Information

Applicant Name: Heather Horton & Roger Horton
Business Name: Sweet Designs Cakery
Street Address: 311 N Broadway
City: Pittsburg State: KS Zip: 66743

Building Information

Address of building where work is to be done: same as above
Name of building owner (if different from above): _____
Building renter(s)/occupants: _____

Financial Information

Total amount of project: \$ 3,710
Total grant amount applied for: \$ 1,855

Guidelines:

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

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

Owner/Renter Matching Fund Source:

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

Description of Improvements

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

Remove & move the old sign. Replace window signage. Paint & Repair the facade. New sign along front. We will hang planters with year round plants next to table & chairs. We will get the lights to work on sign as well.



Downtown Revitalization Façade Improvement Grant Application

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

Pay for portion of sign, Paint & general repair.
Scaffolding Rental, Plants, electrical work on the
outside light, etc.

Please attach the following:

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

Is a building permit required for the project?

yes no

If yes, describe:

Maybe. We are unsure but assume we
might need one for the scaffolding on the sidewalk.

Project Timetable:

Date work is to start:

/ /

A.S.A.P

Date work is to be completed:

/ /

" "

(This depends on the approval. We would like to start and finish as soon as possible)

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

yes no

If yes, have you received State historical review? - in the past.

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

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

New or Expanding Business Information

Will your building improvements create any new jobs?

Only to make our existing business look good & hopefully increase business.

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

Additional Incentive Program

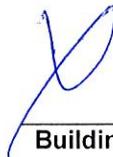
The Neighborhood Revitalization Program may provide property tax rebates for improvements over \$10,000. For more information, call Deena Hallacy at 232-1210 or visit the City's website at www.pittks.org.



Applicant Signature

8/20/13

Date



Building Owner Signature

Date

SWEET DESIGNS CAKERY

CUSTOM CAKES, DESSERTS & ICE CREAM



Awarded the 2013
Kansas Emerging
Small Business of the Year

INFO@SWEETDESIGNSCAKERY.COM

620.231.2253



Let Your
APRIL
SHINE

Downtown Revitalization Facade Improvement Grant Application

Sweet Designs Cakery would like to update our facade in order to improve the overall look of our building and brighten up the downtown a little more. We hope to make our shop more visible and attract new customers and draw more people downtown. We applied for a facade grant in the past to help get our business up and running. Five years into our business we are wanting a new and fresh look to keep up with changing trends and to help brighten up downtown Pittsburg.

We would like to include a new sign in our bid. We will move our old sign off to the side above the side door and replace the front with a full link colorful building sign with our logo and the items we specialize in listed. We will also add a banner at the bottom of the large window including our phone number. The same type of colored banner will go on the display window including our email information. The letters on the door will also be re-done. Please see attached pictures.

To put in our part we will use sweat equity by preparing the facade for the sign including a fresh coat of paint and anything else needed. We will also get the lights working outside above the sign on our own. We plan to also pay for part of the signage and the paint, etc. needed for this project. There will also be a small sign above the cooler display case inside the shop that we will replace along with 2 planters for outside on either side of our table and chairs that will have year round plants.

We have recently updated the inside by taking out a case and installing a new countertop, hanging a large ice cream cone and a large whisk from the ceiling. This facade grant would help us to get to the point that we want to be with our building on the outside as it is on the inside.. A vibrant, thriving business downtown Pittsburg.

Please see the attached pictures of our proposal along with the run down of expenses and a bid from CDL Electric Sign Division.

Thank you for your consideration! We appreciate all of your support.

CDL

Electric Co., Inc.
SIGN DIVISION

Kelci Cooper

cell: 620-704-0968 work: 620-231-6420 fax: 620-231-6421
kelci.rae@cdl-electric.com

Heather & Roger Horton		8/12/13
Received By		Date
Sweet Designs Cakery 311 N. Broadway 231-2253		9/12/13
Business	Quotation #	Valid Until
Description	Materials	
Remove and Re Install Existing Hanging Rot Iron Sign Remove and Replace Existing Vinyl Window/Door Graphics 12'x4' Custom Cut Alu Panel With Vinyl Storefront Sign		
Comments		Cost
	Materials	\$1200.00
	Labor	\$1000.00
	Total	\$2200.00
Customer _____	Kelci Cooper _____	Tax Not Included

Description	Expense
New Signage from CDL Electric	\$2200
Estimated Painting Materials: 2-3 Gal. Paint (good quality outdoor) Brushes and Rollers Scaffolding Rental	\$350
Other Facade Improvement Materials Estimates: LED Light Bulbs x 2 for above lights Plants and pots, etc. Indoor signage	\$200
Sweat Equity Estimated 24 Hrs 2 people @ \$20 per hr. Preping for sign & painting installing LED lights & electric installing indoor signage installing planaters with plants	\$960
TOTAL ESTIMATE	\$3710

Possible addition: if funds allow, a light up "OPEN" sign.

These and ESTIMATES and actual cost may vary slightly. Sweat equity estimate collect by a survey of professional painters and contractors per hour.



Downtown Revitalization Façade Improvement Grant Application

687-3793

Date of Application: 08 | 16 | 13

Applicant Information

Applicant Name: Betty Harris

Business Name: H.B.S. dba Harry's Cafe

Street Address: 412 N. Bdwy

City: Pittsburg State: Kansas Zip: 66762

Building Information

Address of building where work is to be done: Harry's Cafe

Name of building owner (if different from above): 412 N. Bdwy

Building renter(s)/occupants: _____

Financial Information

Total amount of project: \$ 2655.80

Total grant amount applied for: \$ 1327.90

Guidelines:

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

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

Owner/Renter Matching Fund Source:

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

Description of Improvements

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



Downtown Revitalization Façade Improvement Grant Application

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

Replace Awning Cover

Please attach the following:

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

Is a building permit required for the project?

yes no

If yes, describe:

Replace Awning Cover

Project Timetable:

Date work is to start:

09 04 13
09/04/13

Date work is to be completed:

09/17/13

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

yes no

If yes, have you received State historical review?

If no, have you inquired about the approval process?

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

New or Expanding Business Information

Will your building improvements create any new jobs?

NO

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

Additional Incentive Program

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

Betty Harris
Applicant Signature

8/16/13
Date

Betty Harris
Building Owner Signature

8/16/13
Date



Downtown Revitalization Façade Improvement Grant Application

Date of Application: 7 / 31 / 13

Applicant Information

Applicant Name: Phil Minton

Business Name: ~~Madillo's~~ Jock's N. Fed Ln

Street Address: ~~621 N Broadway~~ 523 N Broadway

City: Pittsburg State: ks Zip: 66762

Building Information

Address of building where work is to be done: 621 N. Broadway

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

Building renter(s)/occupants: Madillo's

Financial Information

Total amount of project: \$ ~~11,675.00~~ 12,014.00

Total grant amount applied for: \$ ~~5,837.50~~ 6,007.00

Guidelines:

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

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

Owner/Renter Matching Fund Source:

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

Description of Improvements

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

(See Attached)



Downtown Revitalization Façade Improvement Grant Application

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

ALL will go toward the project

Please attach the following:

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

Is a building permit required for the project?

yes no

If yes, describe: will need permit for Block work & New windows

Project Timetable:

Date work is to start:

10/17/2013

Date work is to be completed:

10/11/2013

(will be worked out with tenant)

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

yes no

If yes, have you received State historical review?

If no, have you inquired about the approval process?

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

New or Expanding Business Information

Will your building improvements create any new jobs?

(N)

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

Additional Incentive Program

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

[Signature]
Applicant Signature

7/31/13
Date

[Signature]
Building Owner Signature

7/31/13
Date

**Phil Minton
523 N. Broadway
Pittsburg, KS. 66762
(620) 231-3552
(620) 231-3514 FAX**

7/31/13

**FAÇADE APPLICATION
621 N Broadway**

Description of Improvements:

**New windows on entire store front. Glass Depot. \$8539.00
Replacing all gold window frames and windows.**

**Mason work to rebuild block bottom on North side. Lusker Masonary
Reattach the marble front to the new block. Cost TBD est \$1500***

**Paint store front. Paint and labor: \$875.00
120' front and 10' around side.**

**Misc: replace rotted boards on store front \$350.00
And rotted plywood on side.**

**Cost to build temporary walls while work is \$750.00
Being done. Supply's and labor**

TOTAL PROJECT: \$12,014.00

***There will be some unkown cost at this point in time
Until we can look at the clay support blocks below the existing frames.
I have had my engineer look at the problem but we will not know until
Work begins.**

Glass Depot, LLC

Commercial and Residential Glazing Specialists

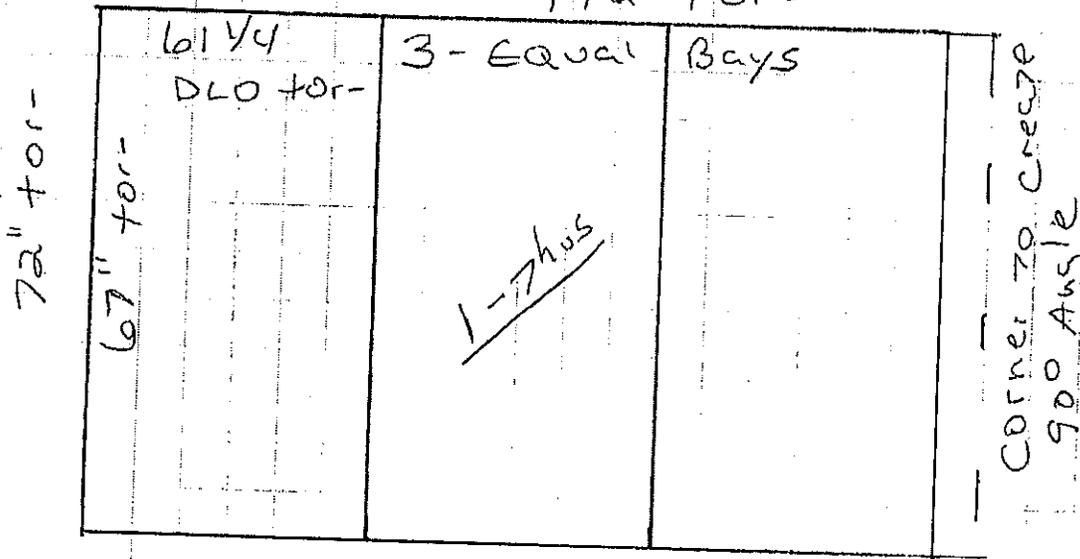
2029 S. Santa Fe
Chanute, KS 66720
620.431.9955

104 E. 1st
Pittsburg, KS 66762
620.231.6500

Frame A

Center Frame

192 +/-



1 3/4 x 4 1/2 Clear Finish Frames
1/4" Cl. Tempered Glass

Remove old Frames + Glass
Install new Frames + Glass

South & 4 - Center Frames

Labor + Materials \$ 6,027.⁰⁰/₁₀₀

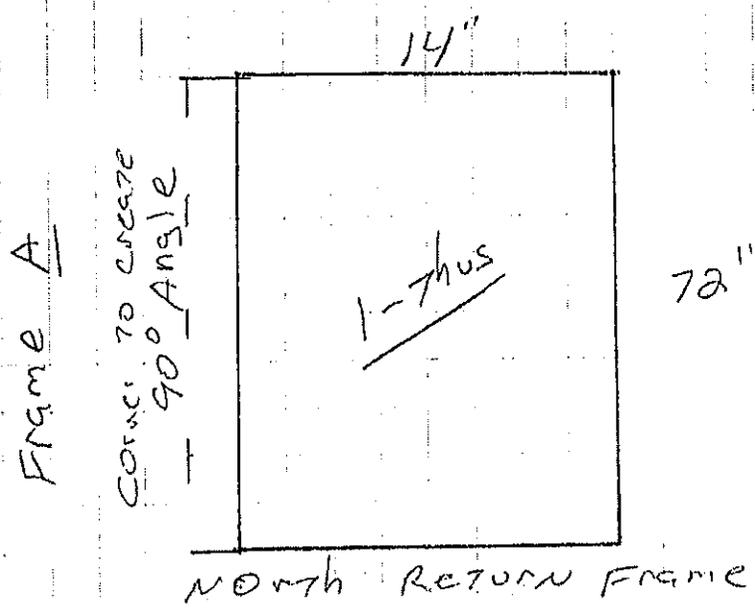
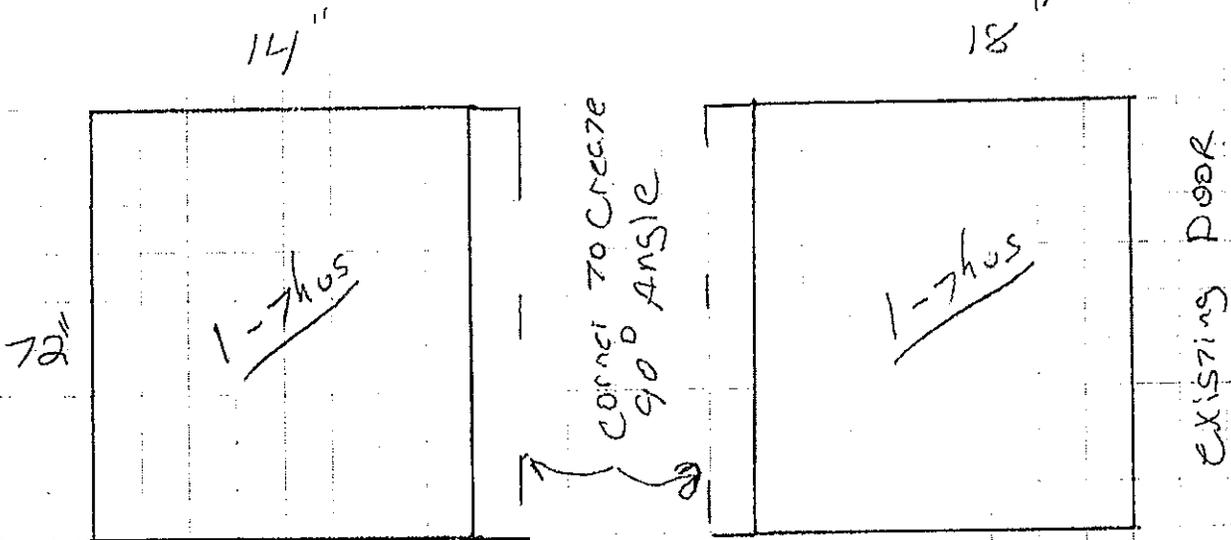
Glass Depot, LLC

Commercial and Residential Glazing Specialists

2029 S. Santa Fe
Chanute, KS 66720
620.431.9955

104 E. 1st
Pittsburg, KS 66762
620.231.6500

3 - center Return Frames



Glass Depot, LLC

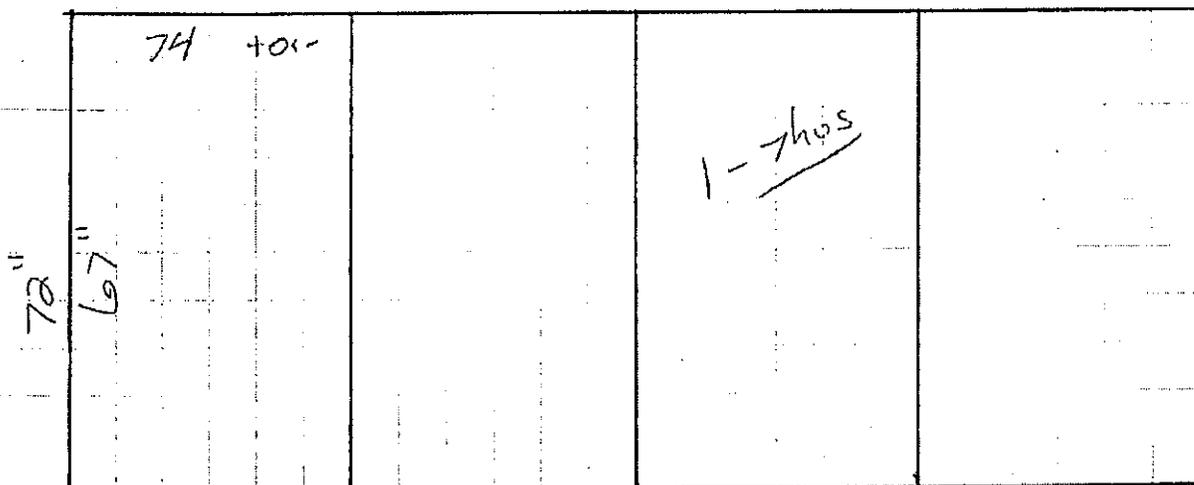
Commercial and Residential Glazing Specialists

2029 S. Santa Fe
Chanute, KS 66720
620.431.9955

104 E. 1st
Pittsburg, KS 66762
620.231.6500

South Frame

230" + or -



1 3/4 x 4 1/2 Clear Single

1/4\" cl. temp glass

Remove old glass & frame +
Install new.

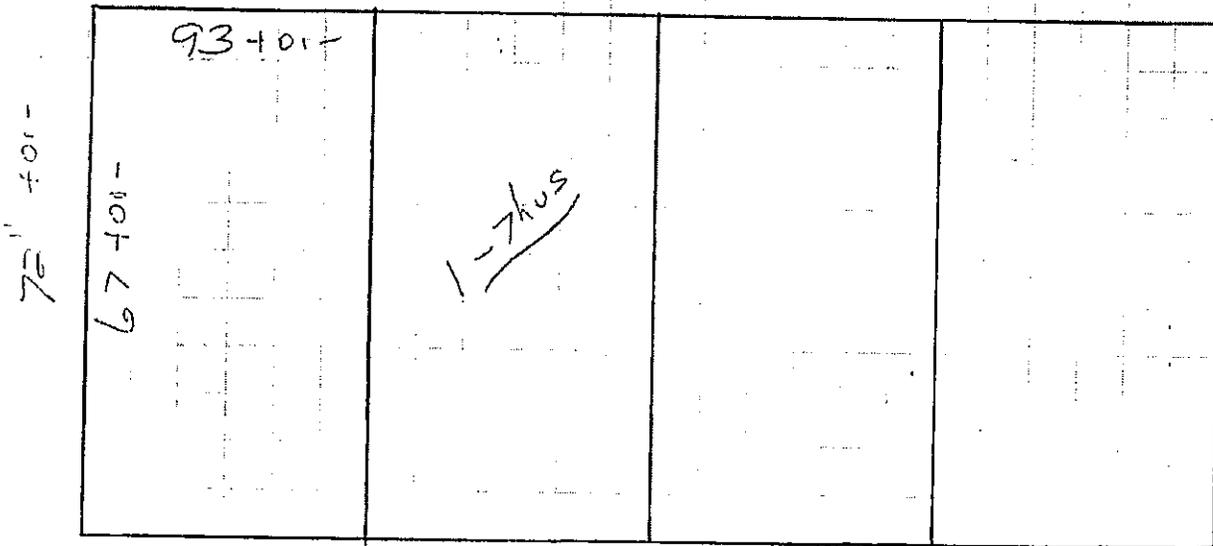
Glass Depot, LLC

Commercial and Residential Glazing Specialists

2029 S. Santa Fe
Chanute, KS 66720
620.431.9955

104 E. 1st
Pittsburg, KS 66762
620.231.6500

North Frame
288" + or -



1 3/4 x 4 1/2 clear finish

1/4" J. temp glass

Remove old glass + frame + installed
new frame when ready

labor + materials

\$ 2,512⁰⁰

A. Lusker Masonary LLC
453 S. 210th St.
Frontenac, KS 66743
620-231-9899

7/2/2013

RE: 623 N. Broadway – Madill's

Here is the estimate to rebuild the block bottoms to receive the new windows and to reattach the marble front to the new block.

Estmiate - \$1500



DEPARTMENT OF PUBLIC UTILITIES (620) 240-5126
303 Memorial Drive · Pittsburg KS 66762 www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: September 3, 2013

SUBJECT: Agenda Item – September 10, 2013
Final Payment
Taylor Branch Sanitary Sewer Replacement Project
KWPCRF Project No. C20 1656 01

Bennett, Inc., of Lamar, Missouri, has completed all work for the Taylor Branch Sanitary Sewer Replacement Project and is now requesting final payment in the amount of \$9,222.80, which is basically the retainage remaining on the project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 10, 2013. Action necessary will be approval or disapproval of the final payment due the contractor in the amount of \$9,222.80. If you recall, the funding for this project is being paid through a State revolving loan funded by KDHE.

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

Attachment: Final Payment Documents

Bennett, Inc. Application for Payment No. 3 (FINAL)
 To: City of Pittsburg Kansas
 Contract for: Taylor Branch Sanitary Sewer Replacement
 For Work Accomplished through the date of: 8/19/2013

Items	Units	QTY	Unit Price	Totals	Worked CnWork Completed		Completed and		0%	
					Prior to App	This Period	Qty	Amount		Stored to Date
1 Mobilization	LS	1	\$7,000.00	\$7,000.00			\$0.00	1	\$7,000.00	100.00%
2 Traffic Control	LS	1	\$2,000.00	\$2,000.00			\$0.00	1	\$2,000.00	100.00%
3 Erosion Control	LS	1	\$2,000.00	\$2,000.00			\$0.00	1	\$2,000.00	100.00%
4 Clearing and Grubbing	LS	1	\$500.00	\$500.00			\$0.00	1	\$500.00	100.00%
5 Site Restoration	LS	1	\$2,500.00	\$2,500.00		1	\$2,500.00	1	\$2,500.00	100.00%
6 18" Sewer pipe	LF	291	\$68.00	\$19,788.00			\$0.00	291	\$19,788.00	100.00%
7 18" Sewer pipe (in 30" Casing Pipe)	LF	80	\$68.00	\$5,440.00			\$0.00	80	\$5,440.00	100.00%
8 30" Casing Pipe **** CO	LF	80					\$0.00		\$0.00	ERR
8a Concrete Pipe Casing	LF	80	\$187.50	\$15,000.00			\$0.00	80	\$15,000.00	100.00%
9 Standard Manhole (Type A)	EA	1	\$5,000.00	\$5,000.00			\$0.00	1	\$5,000.00	100.00%
10 Standard Manhole (Type B)	EA	1	\$5,000.00	\$5,000.00			\$0.00	1	\$5,000.00	100.00%
11 4" Sanitary Sewer Service Line	LS	1	\$3,000.00	\$3,000.00			\$0.00	1	\$3,000.00	100.00%
12 Abandon Existing Sewers and Manhole	LS	1	\$2,500.00	\$2,500.00			\$0.00	1	\$2,500.00	100.00%
				\$69,728.00	Total		\$2,500.00		\$69,728.00	100.00%
									\$2,500.00	
									\$6,722.80	
									\$9,222.80	
									\$60,505.20	
									\$0.00	

Project: Taylor Branch Sanitary Sewer Replacement KWPCRF Project No. C20 1656 01

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications of Payment numbered 1 through 2 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

The undersigned CONTRACTOR certifies that to the best of his knowledge, information, and belief, the WORK covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for WORK for which previous Certificates of Payment were issued and payments received from the OWNER, and that current payments shown herein are now due.

I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any materials, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the Owner or its agents, and the OWNER's ENGINEER or its agents, in addition to the regular items set forth in the Contract as dated, executed between myself and the OWNER, and in the CHANGE ORDERS for work issued by the OWNER in writing as provided there under, except as I hereby make claim for additional compensation and/or extension or time, as set forth on the itemized statement attached hereto.

Payment of the AMOUNT DUE THIS APPLICATION is requested.

8-28-13
Dated

By Shere L. McWilliams
Contractor

Payment of the AMOUNT DUE THIS APPLICATION is recommended.

9-4-13
Dated

By Bene R. R. R. R. R.
Engineer

Payment of the above AMOUNT DUE THIS APPLICATION is approved.

Dated

By _____
Owner

**CONSENT OF SURETY
TO REDUCTION IN OR
RELEASE OF RETAINAGE**

PROJECT: PEC No. 334-07E03-031-0830

TO: City of Pittsburg, Kansas
201 W 4th St
Pittsburg, KS 66762

CONTRACT FOR: Taylor Branch Sanitary Sewer
Replacement-KWPCRF
C20 1656 01
CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the American Safety Casualty Insurance Company,
100 Galleria Pkwy SE, Ste 700, Atlanta, GA 30339, Surety
on bond of Bennett, Inc., 103 NE 15th Lane, Lamar, MO 64759, Contractor,
hereby approves the reduction in or partial release of retainage to the Contractor, as follows:

Final Release of Retainage

The Surety agrees that such ~~reduction in or partial~~ total release of retainage to the Contractor shall not relieve the Surety of any of its obligations to:

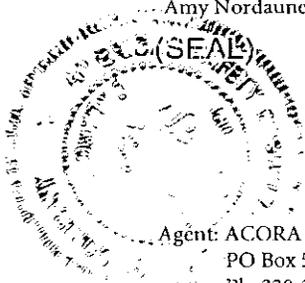
City of Pittsburg, Kansas

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company,
the Surety, has hereunto set its hand this 26th day of August, 20013.

ATTEST: Amy Nordaune
Amy Nordaune, Witness



Agent: ACORA Surety & Insurance Services LLC
PO Box 506, Montevideo, MN 56265
Ph: 320-269-8546

American Safety Casualty Insurance Company

Surety

Ron Kaihoi
Signature of Authorized Representative

Ron Kaihoi, Attorney-in-Fact
Title



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

RON KAIHOI & JACK ANDERSON OF MONTEVIDEO, MN

Its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES

provided that n bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

THREE MILLION(\$3,000,000) DOLLARS***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company of the 25th day of April, 2012.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bands, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company: (i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 25th day of April, 2012.

Attest:

Ambuj Jain signature and name



Joseph D. Scallo, Jr. signature and name

STATE OF GEORGIA
COUNTY OF COBB

On this 25th day of April, 2012, before me personally came Joseph D. Scallo, Jr. to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, duly authorized as described in and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is the corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto

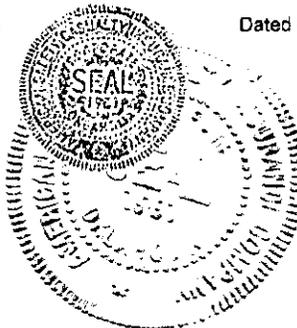


Bertson Lee Jeffress signature and name

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this 26th day of August, 2013



Ambuj Jain signature and name



To: City Clerk
City of Pittsburg
Pittsburg, KS 66762.

Project: Taylor Branch Sanitary Sewer Replacement

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

Contractor : Bennett H, Inc
By: Sheri L. McWilliams Sheri L. McWilliams
Title: President
Seal: No seal

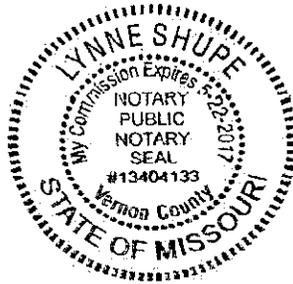
State of Missouri
County of Barton

On this 21 day of August 2013, before me, a Notary Public in and for the
aforementioned County and State, personally appeared, Sheri L. McWilliams

to me known to be the identical person who executed the above statement.

Lynne Shupe
Notary Public

My Commission Expires: 05/31/2017



The American Safety Casualty Insurance Company, on bond for the above project hereby approves the final payment shall not relieve the Surety Company of any of its obligations to the City of Pittsburg as set forth in the Surety Company's bond.

In Witness this 26th day of August, 2013.



American Safety Casualty Insurance
Company

Ron Kaihoi

Signature of Authorized Representative
Ron Kaihoi, Attorney-in-Fact

ATTORNEY-IN-FACT

~~RESIDENT AGENCY~~

cc: Engineering Division



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: September 3, 2013

SUBJECT: Agenda Item – September 10, 2013
Requests for No Parking

The Traffic Advisory Board has reviewed parking in two different areas of the City to determine if no parking should be established.

In reviewing any request for no parking, the Traffic Advisory Board considers the width of the street, history of vehicular accidents in the area and any other extenuating circumstances. Prior to making a recommendation to the City Commission, the Engineering Division notifies area property owners of the request and provides time for their input. After reviewing the above-listed facts, the Traffic Advisory Board recommended the establishment of the following no parking areas:

1. No parking on both sides of W. 10th Street from Walnut to Catalpa. This area was the result of a request submitted by a property owner living on this street indicating that the parking of cars on the street hindered the travel of emergency vehicles, provided a restriction to the convenient flow of traffic and does not allow them to safely exit their properties. This recommendation was based on the fact that this street is a narrow 19-foot wide street that does not allow for the safe passage of vehicles.

MEMO TO: DARON HALL
SEPTEMBER 3, 2013
PAGE TWO

2. The second request for consideration was submitted by the City to provide no parking on both sides of E. Quincy from Broadway to Rouse. The portion of this street from Broadway to Joplin is scheduled for street improvements in 2015 and will be constructed as a three lane road without additional width for parking. The east end of Quincy has open ditches along the roadway and is not wide enough to provide parking. This street is classified as a major trafficway, and most of the City's major trafficways are post for no parking. There are currently several off roadway parking areas along this section of Quincy and parking in these areas will be permitted as long as they are off the roadway.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 10, 2013. Action being requested is approval or disapproval of the no parking requests and, if approved, direct the City Attorney to prepare the necessary Ordinance.

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



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: September 4, 2013

SUBJECT: Agenda Item – September 10, 2013
Sale of Real Estate
213 East Quincy

Originally, the City of Pittsburg had offered the house at 213 E. Quincy for sale to the highest bidder over a minimum of \$50,000. After the City failed to receive a bid based on the minimum bid requirement, the City Commission approved the sale of the property to the highest bidder. The City staff has shown the property several times and has received four (4) bids for the property (see attached bid tabulation). After reviewing the bids, City staff is recommending the sale of the property to the highest bidder, Tammy Nagel, in the amount of \$43,333.33.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 10, 2013. Action necessary will be to approve or disapprove the sale of the property and, if approved, authorize the Mayor to sign the Contract for Sale and Purchase of Real Estate.

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

Attachment Bid Tabulation
Contract for Sale and Purchase of Real Estate



The City of Pittsburg, Kansas

**Recapitulation of Bids
Contract for Sale and Purchase of Real Estate**

Name and Address of Bidder	Amount Bid
Nacoma Q. Oehme 1110 E. 540 th Ave. Pittsburg, Kansas 66762	\$42,000.00
Pasteur Properties 1401 N. Broadway Pittsburg, Kansas 66762	\$41,250.00
Tammy Nagel 2607 S. Taylor Pittsburg, Kansas 66762	\$43,333.33
Vernon Pearson 506 Elmwood Lane Pittsburg, Kansas 66762	\$35,100.00

Contract for Sale and Purchase of Real Estate

The City of Pittsburg, hereinafter called "Seller" hereby accepts the Bid of the person(s) or business entity set forth below, hereinafter called "Buyer", for the purchase of the real estate located at 213 E. Quincy, Pittsburg, Kansas, to-wit:

Name: Tammy Nagel

Address: 2607 South Taylor

City/State/Zip: Pittsburg, Kansas 66762

Phone: 620-249-4727

Buyer hereby agrees to purchase the real estate located at 213 East Quincy, Pittsburg, Kansas, and more particularly described in the Notice to Prospective Purchasers, upon the conditions and terms as follows:

Purchase Price	\$ <u>43,333³³</u>
Less Initial Deposit	- \$1,000.00
Amount due at Closing	\$ <u>42,333³³</u>

The Initial Deposit shall be held by Seller pending closing of the sale. The amount due at closing shall be paid by cashier's check.

At least ten (10) days prior to the closing of the sale Seller shall, at its own expense provide to Buyer a title insurance commitment. In the event the title insurance commitment reveals any valid exceptions, and Buyer objects to the same in writing, within five (5) days thereafter, Seller shall have a time period not to exceed forty-five (45) days in which to remove such valid exceptions and the closing date will be extended for ten (10) days after written notice to Buyer that such exceptions have been removed. If Seller is unable to remove such exceptions within the time specified, the deposit money shall be returned to Buyer, this Contract shall be rendered null and void and neither party shall have any further rights or obligations hereunder.

Subject to the aforesaid curative period, this sale shall be closed within thirty (30) days after the date of entering into this Contract. Closing shall take place at the offices of the closing/title agent selected by the Seller. Time is of the essence with respect to the closing.

Contract for Sale and Purchase of Real Estate
Page Two

Seller shall convey title to the real estate at closing by municipal warranty deed. Real estate taxes and any other assessments relating to the property shall be prorated as of the closing date. Buyer shall be responsible for the cost of recording the deed and any loan closing costs. Seller shall pay all title insurance related expenses and the cost of preparing the deed.

Buyer acknowledges that the Seller has not made any representations, guarantees or warranties concerning the real estate. Buyer assumes full responsibility for investigating the real estate and its condition prior to the execution of this Contract. Buyer waives any inspections not made prior to execution of this Contract.

Buyer acknowledges that Buyer has personally inspected the real estate prior to executing this Contract. Buyer is entering into this Contract solely based on Buyer's inspection and knowledge and is accepting the real estate in its existing, "as-is", "where is" and "with all faults" condition.

In the event Buyer fails or refuses to close this transaction within the time period set forth herein above, the deposit amount shall be retained by Seller as agreed upon liquidated damages. If for any reason other than an inability to deliver title as required herein, Seller fails or refuses to close this transaction, Buyer shall have as a sole and exclusive remedy the right to terminate this Contract and receive the return of the deposit amount. In no event shall Buyer have any right to make a claim against Seller for damages of any kind or nature.

This Contract is not contingent upon Buyer obtaining financing.

This Contract may not be assigned by Buyer without the prior written consent of Seller.

No agreements, unless incorporated in this Contract, shall be binding upon the Seller.

This Contract is entered into and to be performed in the State of Kansas, and shall be construed in accordance with Kansas law.

It is acknowledged by Buyer that housing built before 1978 is covered by the Residential Lead-Based Paint Hazard Reduction Act, and pursuant to this law Buyer must execute a lead-based paint hazards disclosure and acknowledgment form which is attached hereto and marked Attachment A. Buyer further acknowledges receipt of a copy of the pamphlet "Protect Your Family From Lead Paint In Your Home."

**Contract for Sale and Purchase of Real Estate
Page Three**

Buyer - Tammy Nagel

Signature: Tammy Nagel

Title: _____

Printed Name: Tammy Nagel

Date: August 26, 2013

Seller – The City of Pittsburg, Kansas

Signature: _____

Printed Name: _____

Date: _____

Bid Form

I/We, of Tammy Nagel
(Name of Person(s) or Business Entity)

do hereby agree to purchase the real estate located at 213 East Quincy, Pittsburg, Kansas, without any warranty of any kind, and "as-is", "where is" and with "all faults" for the amount of \$ 43,333³³ (Forty Three Thousand Three Hundred Thirty Three dollars). An Initial Deposit in the amount of One Thousand Dollars and No Cents (\$1,000.00) is enclosed with this bid.

I/We do further agree, in the event I/We are the successful bidder, to the terms and conditions of sale as set forth in the "Notice to Prospective Purchasers" and "Contract for Sale and Purchase of Real Estate".

Individual(s) or Business Entity

Name Tammy Nagel

Address 2607 South Taylor

City Pittsburg

State Kansas

Zip Code 66762

Telephone No. 620-249-4727

By Tammy Nagel
(Authorized Signature)

Title _____

Date August 26, 2013

Dollars and Thirty Three Cents

INTEROFFICE MEMORANDUM

To: DARON HALL, TAMMY NAGEL
From: LACIE COTTRELL
CC:
Date: SEPTEMBER 5TH, 2013
Subject: **AGENDA ITEM: LINCOLN SQUARE DEVELOPMENT**
DEED TO: ABRUZZO BUILDERS, INC. (LOT # 10)

The City of Pittsburg has been awarded a grant for the Moderate Income Housing Program (MIH) by the State of Kansas, for the development of a block of land owned by the City at 18th and Locust. Ten quality homes meeting all program requirements will be built by area builders and will be available for sale to homebuyers that qualify under the Moderate Income Housing Program guidelines.

Approved qualified buyers selected 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 \$10,000.00 to assist with closing costs and down payment assistance with no restrictions.

One builder, Abruzzo Builders, Inc., is ready to proceed with the final closing to build on Lot #10 in Lincoln Square Development. Drawings have been reviewed and approved by the Codes Department and the Development Agreement for Lot #10 has been signed by the builder, Abruzzo Builders, Inc.

The Development Agreement commits the builder to begin the construction 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 plat of the Lincoln Square Development highlighting Lot #10 is attached for your review and information. Included for the Mayor's signature are the Lot #10 Development Agreement, Certificate of Restrictions, and the Kansas Quit Claim Deed of Lot #10 from the City of Pittsburg to the builder, Abruzzo Builders, Inc.

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

**LINCOLN SQUARE
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT, hereinafter referred to as "Agreement", made this 30th day of August, 2013, by and between, the City of Pittsburg, Kansas, hereinafter referred to as "City" and ABRUZZO BUILDERS, INC., hereinafter referred to as "Developer", whose address is 1403 E. 4TH, 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. 10 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

(ABRUZZO BUILDERS, INC.)

By: _____
MICHAEL E. GRAY, MAYOR

By: *Dilaud Benlagu, President*
(Name and Title of Authorized Representative)

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 10th day of **September, 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 10th day of **September, 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 10th day of **September, 2013**, City of Pittsburg, Kansas, a municipal corporation, ("Grantor") Quitclaims to **ABRUZZO BUILDERS, INC.**, a Kansas corporation, ("Grantee ") all of its interest in the following described real estate in Crawford County, Kansas:

Lot No. 10 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 10th day of September, 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: _____

KANSAS QUIT CLAIM DEED

On this 10th day of **September, 2013**, City of Pittsburg, Kansas, a municipal corporation, ("Grantor") Quitclaims to **ABRUZZO BUILDERS, INC.**, a Kansas corporation, ("Grantee ") all of its interest in the following described real estate in Crawford County, Kansas:

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THE CITY OF PITTSBURG, KANSAS

By: _____
Mayor, Michael E. Gray

ATTEST:

City Clerk, Tammy Nagel

STATE OF KANSAS)
) ss:
CRAWFORD COUNTY)

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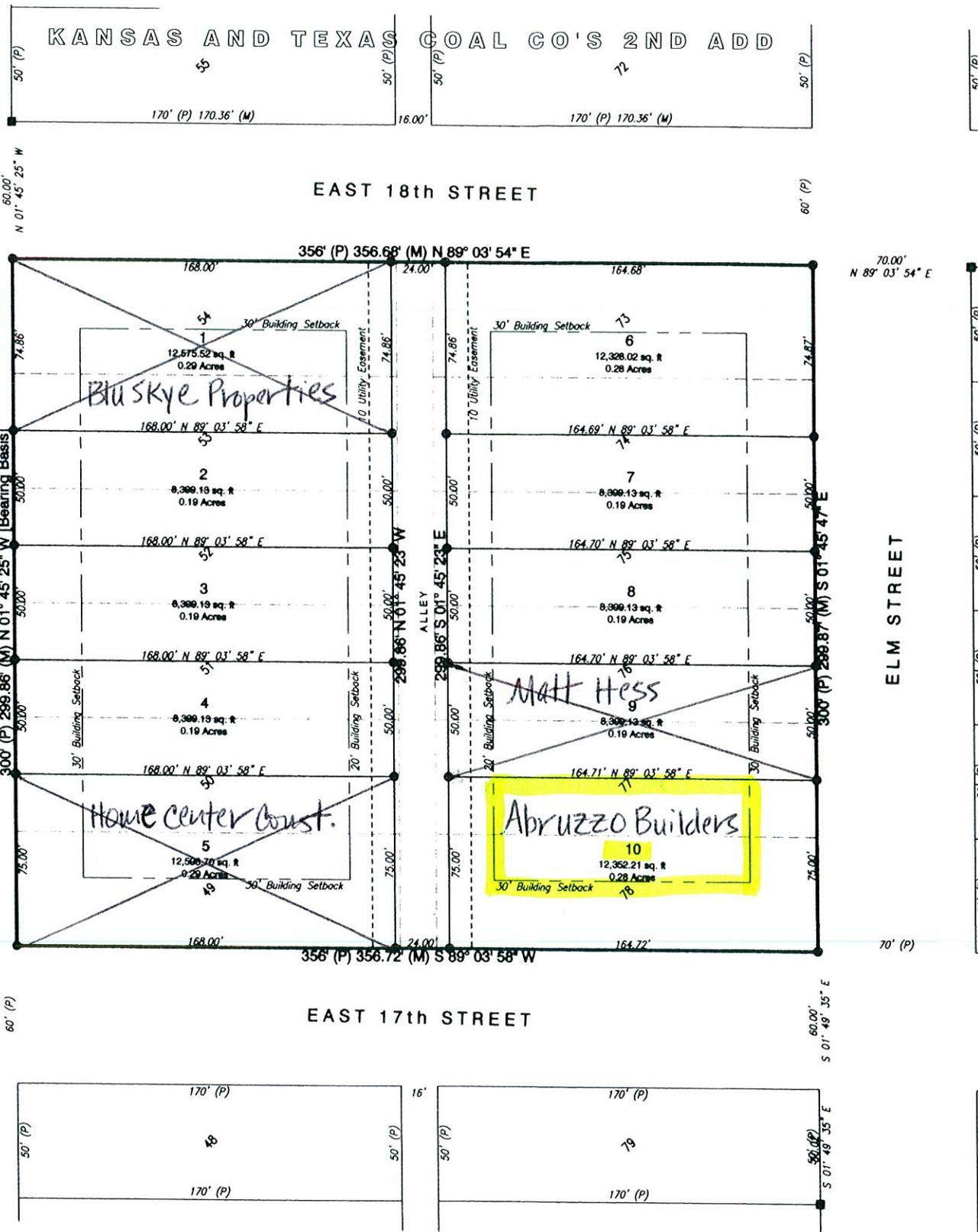
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above written.

Notary Public

My Appointment Expires: _____

LINCOLN SQUARE

A REPLAT OF LOTS 49 THRU 54 AND LOTS 73 THRU 78



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	8/23/2013			171354		

* * 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:	1 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: *	TOTALS:	1		0.00	0.00	0.00
BANK: *	TOTALS:	1		0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2699	ROBERT BERRY	R	8/23/2013			171351		2,000.00
7059	SCOTT BURGESS	R	8/23/2013			171352		1,200.00
4263	COX COMMUNICATIONS KANSAS LLC	R	8/23/2013			171353		1,482.46
1	JOHNS, ROY JR	R	8/23/2013			171355		110.00
6409	JONES HERITAGE REALTORS	R	8/23/2013			171356		225.00
7007	MANPOWER	R	8/23/2013			171357		764.40
6922	ROBERT D MCDANIEL	R	8/23/2013			171358		1,950.00
6987	ROBERT E NANCE	R	8/23/2013			171359		19,200.00
0175	REGISTER OF DEEDS	R	8/23/2013			171360		94.44
0175	REGISTER OF DEEDS	R	8/23/2013			171361		32.58
6957	U.S. BANK	R	8/23/2013			171362		248.95
1	CLELLAND, THOMAS	R	8/23/2013			171363		113.00
7002	LARRY EWING	R	8/26/2013			171364		22,700.00
7060	PHILIPPE & MERRI TERESA ACCAD	R	8/26/2013			171366		1,448.77
5904	TASC	R	8/26/2013			171367		1,551.00
7060	PHILIPPE & MERRI TERESA ACCAD	R	8/28/2013			171369		6,979.55
3516	CITY OF PITTSBURG	R	8/28/2013			171370		8,208.00
1	CARLTON, TRAVIS	R	8/30/2013			171371		70.00
3516	CITY OF PITTSBURG	R	8/30/2013			171372		200.00
4263	COX COMMUNICATIONS KANSAS LLC	R	8/30/2013			171373		32.12
7062	DST SYSTEMS, INC	R	8/30/2013			171374		100.00
1	DURKIN, TIMOTHY	R	8/30/2013			171375		100.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	FT. SCOTT RECREATION	R	8/30/2013			171376		75.00
7047	JOPLIN DIESEL SERVICE, INC	R	8/30/2013			171377		437.35
0175	REGISTER OF DEEDS	R	8/30/2013			171378		16.00
0175	REGISTER OF DEEDS	R	8/30/2013			171379		13.20
0349	UNITED WAY OF CRAWFORD COUNTY	R	8/30/2013			171380		105.87
1108	WESTAR ENERGY	R	8/30/2013			171381		118.00
5371	PITTSBURG FAMILY YMCA	R	8/30/2013			171382		78.22
2004	AIRE-MASTER OF AMERICA, INC.	R	9/03/2013			171384		15.91
6545	CENTER POINT INC	R	9/03/2013			171385		208.38
5283	CLASS LTD	R	9/03/2013			171386		50.46
5759	COMMUNITY HEALTH CENTER OF SEK	R	9/03/2013			171387		43.71
5857	CREATIVE PRODUCT SOURCING INC	R	9/03/2013			171388		816.39
7055	CROWN BEDS, INC	R	9/03/2013			171389		1,119.00
0020	FRANK FLETCHER, LLC	R	9/03/2013			171390		734.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	9/03/2013			171391		148.35
6750	HW LOCHNER, BWR DIVISION	R	9/03/2013			171392		1,400.89
6409	JONES HERITAGE REALTORS	R	9/03/2013			171393		225.00
6308	PITTSBURG TITLE LLC	R	9/03/2013			171394		1,300.00
2509	POWERPLAN	R	9/03/2013			171395		153.07
6894	R.M.I. GOLF CARTS	R	9/03/2013			171396		37.89
6716	SID BOEDEKER SAFETY SHOE SERVI	R	9/03/2013			171397		120.00
5908	CHRISTOPHER DAVIS	R	9/03/2013			171398		248.13

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7063	WICHITA CORING AND CUTTING	R	9/03/2013			171399		1,684.00
0026	STANDARD INSURANCE COMPANY	D	9/03/2013			999999		1,269.24
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	8/28/2013			999999		1,088.47
0046	ETTINGERS OFFICE SUPPLY	E	8/28/2013			999999		643.67
0055	JOHN'S SPORT CENTER	E	8/28/2013			999999		18.64
0063	LOCKE WHOLESALE SUPPLY	E	8/28/2013			999999		398.76
0078	SUPERIOR LINEN SERVICE	E	8/28/2013			999999		36.35
0087	FORMS ONE	E	8/28/2013			999999		818.72
0101	BUG-A-WAY INC	E	8/28/2013			999999		90.00
0105	PITTSBURG AUTOMOTIVE INC	E	8/28/2013			999999		1,391.99
0112	MARRONES INC	E	8/28/2013			999999		442.55
0117	THE MORNING SUN	E	8/28/2013			999999		230.38
0129	PROFESSIONAL ENGINEERING CONSU	E	8/28/2013			999999		14,120.00
0133	JIM RADELL CONSTRUCTION INC	E	8/28/2013			999999		32,665.54
0145	BROADWAY LUMBER COMPANY, INC.	E	8/28/2013			999999		647.38
0154	BLUE CROSS & BLUE SHIELD	D	8/23/2013			999999		38,046.88
0154	BLUE CROSS & BLUE SHIELD	D	8/30/2013			999999		15,915.59
0154	BLUE CROSS & BLUE SHIELD	D	9/03/2013			999999		28,032.06
0163	O'REILLY AUTOMOTIVE INC	E	8/28/2013			999999		31.65
0194	KANSAS STATE TREASURER	D	8/30/2013			999999		3,374,997.50
0199	KIRKLAND WELDING SUPPLIES	E	8/28/2013			999999		116.51
0200	SHERWIN WILLIAMS COMPANY	E	8/28/2013			999999		541.74

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0202	CLIFF HIX ENGINEERING INC	E	8/28/2013			999999		156.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	8/28/2013			999999		144.80
0272	BO'S 1 STOP INC	E	8/28/2013			999999		230.14
0276	JOE SMITH COMPANY, INC.	E	8/28/2013			999999		238.61
0292	UNIFIRST CORPORATION	E	8/28/2013			999999		46.85
0300	PITTSBURG FORD-MERCURY, INC.	E	8/28/2013			999999		1,733.78
0306	CASTAGNO OIL CO INC	E	8/28/2013			999999		750.00
0312	HACH COMPANY	E	8/28/2013			999999		2,215.93
0321	KP&F	D	8/30/2013			999999		34,796.01
0329	O'MALLEY IMPLEMENT CO INC	E	8/28/2013			999999		500.73
0337	CROSS-MIDWEST TIRE	E	8/28/2013			999999		136.50
0339	GENERAL MACHINERY	E	8/28/2013			999999		5,145.81
0345	VICTOR L PHILLIPS CO	E	8/28/2013			999999		438.35
0347	LYNN'S QUICK LUBE	E	8/28/2013			999999		47.45
0375	CONVENIENT WATER COMPANY	E	8/28/2013			999999		20.00
0434	UNITED LABORATORIES	E	8/28/2013			999999		189.58
0516	AMERICAN CONCRETE CO INC	E	8/28/2013			999999		176.00
0671	BAUGHER EQUIPMENT INC	E	8/28/2013			999999		339.57
0726	PITTSBURG STATE UNIVERSITY	E	8/28/2013			999999		11,327.80
0728	ICMA	D	8/30/2013			999999		948.93
0746	CDL ELECTRIC COMPANY INC	E	8/28/2013			999999		2,904.20
0823	TOUCHTON ELECTRIC INC	E	8/28/2013			999999		40.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0844	HY-FLO EQUIPMENT CO	E	8/28/2013			999999		282.00
1050	KPERS	D	8/30/2013			999999		29,867.94
1089	LABETTE COMMUNITY COLLEGE	E	8/28/2013			999999		500.00
1478	KANSASLAND TIRE OF PITTSBURG	E	8/28/2013			999999		224.36
1923	AUTOZONE	E	8/28/2013			999999		55.78
2027	COLLEEN BROOKS	E	8/28/2013			999999		50.00
2035	O'BRIEN ROCK CO., INC.	E	8/28/2013			999999		4,553.92
2767	BRENNTAG SOUTHWEST, INC	E	8/28/2013			999999		1,620.00
2960	PACE ANALYTICAL SERVICES INC	E	8/28/2013			999999		1,167.00
3126	W.W. GRAINGER, INC	E	8/28/2013			999999		123.71
3248	AIRGAS USA LLC	E	8/28/2013			999999		2,828.48
3376	ALL STAR PRO GOLF INC	E	8/28/2013			999999		192.80
3571	LARRY'S DIESEL REPAIR LLC	E	8/28/2013			999999		5,307.64
3971	FASTENAL COMPANY	E	8/28/2013			999999		9.48
3972	WASHINGTON ELECTRONICS INC	E	8/28/2013			999999		1,124.23
4126	EMERGENCY MEDICAL PRODUCT INC	E	8/28/2013			999999		198.99
4133	T.H. ROGERS HOMECENTER	E	8/28/2013			999999		110.06
4262	KDHE	E	8/26/2013			999999		551,330.76
4307	HENRY KRAFT, INC.	E	8/28/2013			999999		127.38
4354	LIFESTYLE LEASING INC	E	8/28/2013			999999		1,200.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	8/28/2013			999999		179.23
4791	SPRINGSTED INCORPORATED	E	8/28/2013			999999		21,621.62

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4970	ERIC VANCE	E	8/28/2013			999999		1,417.50
5275	US LIME COMPANY-ST CLAIR	E	8/28/2013			999999		4,399.71
5295	SPRINGFIELD BLUEPRINT	E	8/28/2013			999999		106.80
5340	COMMERCE BANK TRUST	E	8/30/2013			999999		37,185.92
5566	VINYLPLEX INC	E	8/28/2013			999999		5,072.48
5581	KOAM, LLC	E	8/28/2013			999999		565.00
5590	HD SUPPLY WATERWORKS, LTD.	E	8/28/2013			999999		1,467.55
5640	CORRECT CARE SOLUTIONS LLC	E	8/28/2013			999999		35.00
5855	SHRED-IT USA INC	E	8/28/2013			999999		57.25
6117	ALEXANDER OPEN SYSTEMS, INC	E	8/28/2013			999999		1,740.00
6175	HENRY C MENGHINI	E	8/28/2013			999999		1,365.00
6232	ASPHALT & FUEL SUPPLY LLC	E	8/28/2013			999999		28,108.12
6402	BEAN'S TOWING & AUTO BODY	E	8/28/2013			999999		525.00
6415	ING FINANCIAL ADVISORS	D	8/30/2013			999999		4,587.00
6952	ADP INC	D	8/23/2013			999999		2,871.62
6952	ADP INC	D	8/30/2013			999999		2,441.70
7044	NELROD COMPANY	E	8/28/2013			999999		1,989.00
7050	KRIZ-DAVIS CO.	E	8/28/2013			999999		286.72

** T O T A L S **	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	45	77,959.09	0.00	77,959.09
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	11	3,533,774.47	0.00	3,533,774.47
EFT:	72	757,209.97	17.03CR	757,192.94
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	128	4,368,943.53	17.03CR	4,368,926.50
BANK: 80144	TOTALS:	128	4,368,943.53	17.03CR	4,368,926.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0083	WATER PRODUCTS INC	R	8/26/2013			171365		491.48
0011	AMERICAN ELECTRIC INC	E	9/03/2013			999999		1,906.51
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	9/03/2013			999999		1,400.00
0063	LOCKE WHOLESALE SUPPLY	E	8/26/2013			999999		12.87
0063	LOCKE WHOLESALE SUPPLY	E	9/03/2013			999999		232.31
0075	RYAN'S DRIVE-THRU CLEANER	E	8/26/2013			999999		18.90
0163	O'REILLY AUTOMOTIVE INC	E	9/03/2013			999999		113.94
0199	KIRKLAND WELDING SUPPLIES	E	9/03/2013			999999		75.50
0201	SPICER-ADAMS WELDING, INC.	E	9/03/2013			999999		100.00
0317	KUNSHEK CHAT & COAL CO, INC.	E	9/03/2013			999999		1,790.30
0337	CROSS-MIDWEST TIRE	E	9/03/2013			999999		415.00
0516	AMERICAN CONCRETE CO INC	E	9/03/2013			999999		1,336.25
0597	MIDWEST MINERALS INC	E	9/03/2013			999999		1,250.06
0746	CDL ELECTRIC COMPANY INC	E	8/26/2013			999999		260.00
0806	JOHN L CUSSIMANIO	E	8/26/2013			999999		245.00
0866	AVFUEL CORPORATION	E	8/26/2013			999999		35.00
0866	AVFUEL CORPORATION	E	9/03/2013			999999		28,167.55
1238	SEWARD ELECTRIC, INC.	E	8/26/2013			999999		130.26
2767	BRENNTAG SOUTHWEST, INC	E	9/03/2013			999999		1,652.40
2921	DP2 BILLING SOLUTIONS, LLC	E	8/26/2013			999999		4,509.97
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	8/26/2013			999999		233.47
4711	PENGUIN RANDOM HOUSE, LLC	E	8/26/2013			999999		63.75

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5552	NATIONAL SIGN CO INC	E	9/03/2013			999999		376.85
5609	RON WHITE	E	8/26/2013			999999		70.00
5855	SHRED-IT USA INC	E	9/03/2013			999999		34.34
6875	DARON HALL	E	8/26/2013			999999		192.50
6959	JERALD L STEFFENHAGEN SR	E	8/26/2013			999999		210.00
7028	MATTHEW L. FRYE	E	8/26/2013			999999		400.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	491.48	0.00	491.48
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	27	45,232.73	0.00	45,232.73
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	45,724.21	0.00	45,724.21
BANK: EFT	TOTALS:	28	45,724.21	0.00	45,724.21	

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2519	EAGLE BEVERAGE CO INC	R	8/21/2013			171338		128.00
2519	EAGLE BEVERAGE CO INC	R	8/26/2013			171368		447.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	575.00	0.00	575.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: MAN	TOTALS:	2	575.00	0.00	575.00
BANK: MAN	TOTALS:	2	575.00	0.00	575.00	
REPORT TOTALS:	159	4,415,242.74	17.03CR	4,415,225.71		

Passed and approved this 10th day of September, 2013.

Michael E. Gray, Mayor

ATTEST:

Joye VanGorden, Deputy City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

ALL DEPARTMENT HEADS

FROM: TROY GRAHAM
Assistant Director of Public Works

DATE: September 4, 2013

SUBJECT: Request to Vacate an Alley

The Planning and Zoning Commission, in its meeting of August 19, 2013, considered a request submitted by James Huebner to vacate the alley located in the 700 Block of West 4th Street described as beginning at the Southwest Corner of Lot 19, thence North 15 feet, thence East 37 feet, thence South 14.25 feet, thence West 37 feet, to the point of beginning in Joplin Addition to Pittsburg, Crawford County, Kansas (see attached map).

The property proposed to be vacated was deeded to the City in 1932. It appears to have been done in error as there currently is a platted alley immediately south of the property. The property which was deeded as an alley only extends across one lot. Mr. Huebner has indicated he is interested in selling the property and currently there is a garage on the section of property to be vacated. He would like to correct this discrepancy before selling the property.

After reviewing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body approval to vacate this alley. This request has also been reviewed by City Staff and was found to have no adverse effect on City operations if vacated. This recommendation will be presented to the Governing Body for their consideration during a **PUBLIC HEARING** scheduled for Tuesday, September 10, 2013. Action being requested is to review this request and, if approved, direct the City Attorney to prepare the necessary Order.

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

Attachment: Map

cc: Henry Menghini, City Attorney
Bill Beasley, Director of Public Works
Tammy Nagel, City Clerk
Memo File

CRAWFORD COUNTY

608 W 4TH

332'(s)

604 W 4TH

48.33'

602 W 4TH 5

52.67'

3.5'

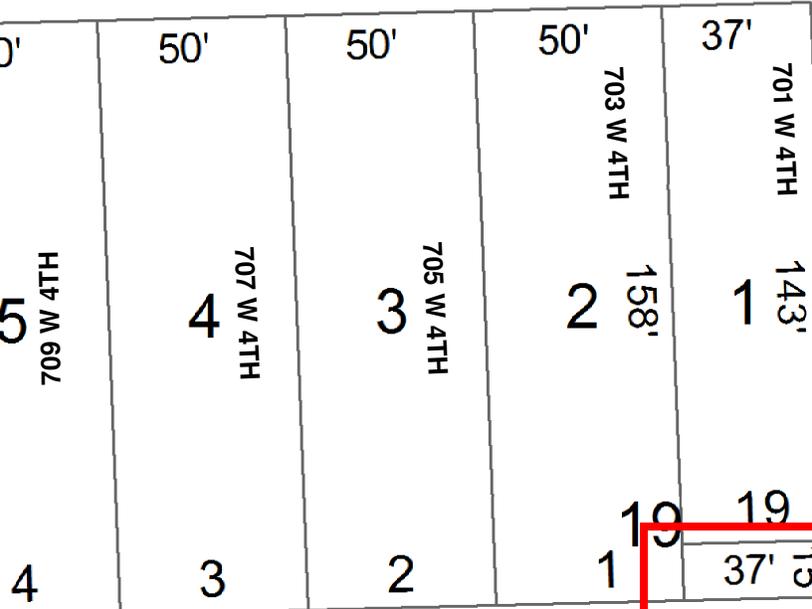
70 4TH

607 W 4TH

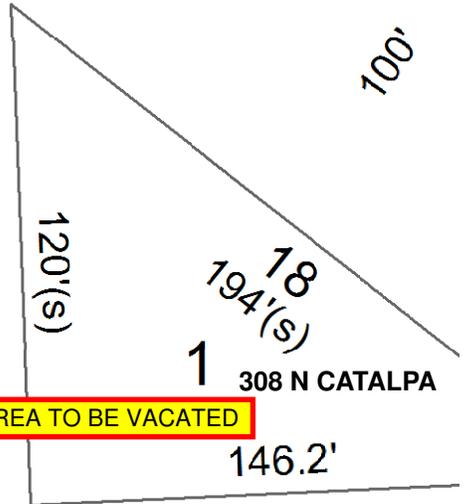
CITY OF PITTSBURG

70'

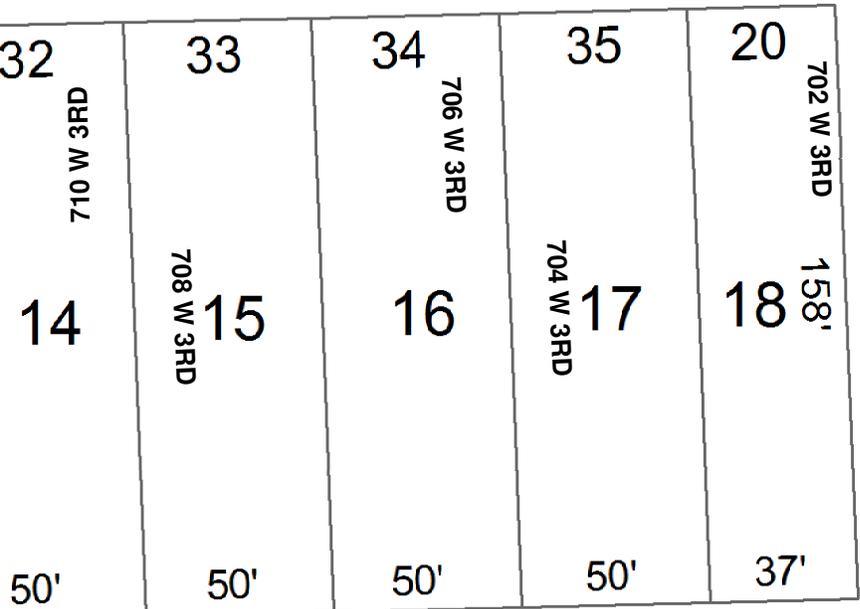
100'



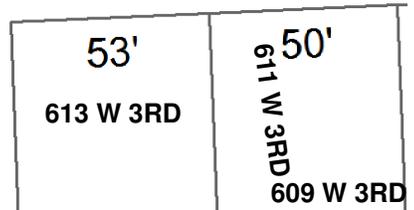
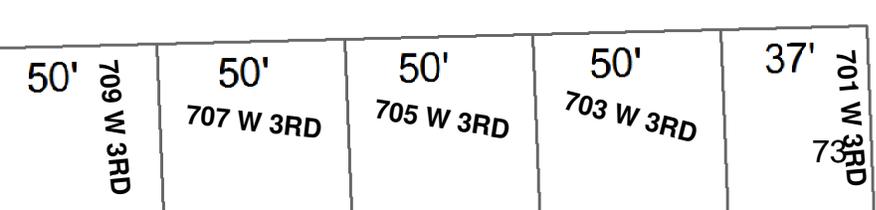
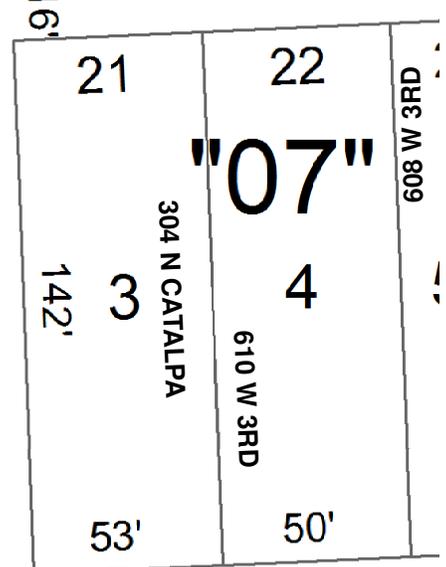
AREA TO BE VACATED



15.67' Catalpa



60' 3RD





Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Chamber President/Economic Development Director

DATE: September 4, 2013

SUBJECT: September 10, 2013 Agenda Item
Pittsburg Community Child Care Learning Center loan request

The Pittsburg Community Child Care Learning Center (PCCCLC) has submitted a request for a \$35,000 loan from the Revolving Loan Fund. The request is the final piece of a project valued at more than \$320,000 that will enable the PCCCLC to expand and increase their capacity. The PCCCLC, which has been in business for 41 years but has never owned their building, wishes to purchase and renovate an existing building at 502 East 20th Street. USDA-Rural Development is providing \$274,000 of the total project cost with a combined direct loan of \$224,000 and a grant of \$50,000.

The Pritchett Foundation has also granted \$11,800 toward the project to construct a bike path and purchase rubber mulch for the playground.

Highlights of the project include:

- Addition of two full time jobs as enrollment increase merits
- Addition of 20 child care spots
- Renovation of vacant building
- Utilizing a local construction company for building improvements
- Support of local businesses by providing safe, reliable day care services for employees' children

The EDAC considered the project and has unanimously recommended that the City of Pittsburg provide Pittsburg Community Child Care Learning Center with a \$35,000

loan at 1.25% fixed rate over 10 years with repayment not to begin until the 11th month following draw-down.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 10, 2013. Action being requested is the approval or denial of the EDAC and recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

Pittsburg Community Child Care Learning Center, Inc. Application for City of Pittsburg RLF Summary

Pittsburg Community Child Care Learning Center, Inc. (PCCCLC) is requesting \$35,000 in gap financing and working capital on a total \$321,800 project for the purchase and renovation of an existing building located at 502 East 20th Street, Pittsburg. Requested terms are for Prime-2 points or 1.25% fixed rate over 10 years with repayment not to begin until the 11th month following draw-down. A subordinate mortgage position behind USDA is offered as collateral. As a not-for-profit PCCCLC has not individual personal guarantor but will offer the organizational guaranty.

USDA-Rural Development is providing \$274,000 of the total project costs with a combined direct loan of \$224,000 and grant of \$50,000. Pritchett Foundation has granted \$11,800 toward the project: \$3,000 for a bike path which was outlined in the original construction specs and \$8,800 for rubber mulch on the playground for a fall surface and shade structures which will be installed by volunteers. USDA allocated all available funds at the time of application but could not cover the entire project construction amount and has provided a letter which is included in the business plan confirming this circumstance.

PCCCLC has been in existence in Pittsburg as a not-for-profit for 41 years, since 1972 and has never owned a permanent location. The Center has never engaged in long-term debt, but after relocating three times in the last ten years, the Board has determined that long-term it would be less expensive to own and maintain a permanent location than to pay relocation costs every three years on average. PCCCLC has traditionally cared for 31 children ages 2 to 5 years, but in the current temporary location in the activity center of Zion Lutheran Church, they have had to restrict enrollment to 24 children. The new location will allow expansion to 44 children.

For several years, PCCCLC has held a total of approximately \$20,000 in savings to help cover events such as the recent relocations and unexpected costs. However, the savings figure currently is down to approximately \$12,000 due to out-of-pocket fees associated with this project, all of which will be reimbursed to PCCCLC through the closing of the USDA loan. Ratio analysis provided in the business plan will show that outside sources of cash are the primary providers of the financing on this project, but repayment ability is strong and quick and current ratios are strong.

Benefits to the City of Pittsburg provided by PCCCLC's expansion include:

- Addition of two full time jobs as increase in enrollment merits
- Addition of 20 child care spots
- Renovating and occupying a formerly vacant building
- Putting dollars into the community during the renovation with a local construction company
- Support of local businesses by providing safe, reliable day care services for employees' children

There is a continuing need for quality child care in the community; particularly for children aged two and younger. PCCCLC will be adding 20 spots, many of them for this age group. Employers in the area will benefit since when parents have quality care for their children, they will be able to seek employment and perform better for their employer. Parents with good child care arrangements are more reliable employees, thus improving ultimate profitability and positive environments for their employers.

Having quality child care also affects a company's decision to locate in a community; thus being a benefit to the community and the City of Pittsburg. Quality child care options and employment possibilities also affect a family's decision of where to live. Bringing more families into the City of Pittsburg is a definite positive.



APPLICATION FOR LOAN
CITY OF PITTSBURG, KANSAS
ECONOMIC DEVELOPMENT REVOLVING LOAN FUND
(SALES TAX)

I. GENERAL INFORMATION

1.	Pittsburg Community Child Care Learning Ctr	August 27, 2013
	Name of Applicant Firm	Date of Request
2.	106 W. Jackson, Pittsburg, KS 66762	620-231-6390
	Firm Address	Firm Phone Number
3.	Names and addresses of all persons or corporation who would be obligated as either applicant or personal guarantors of loans: not-for-profit corporation; not required	
	Name	Address
	Name	Address
4.	Names and addresses of the principal officers and directors of the applicant:	
	Lorene Hoffman, Director	1121 E. 126 Hwy, Pittsburg, KS 66762
	Name	Address
	Amy Nesselrode, Chairperson	20t Elmwood Drive, Pittsburg, KS 66762
	Name	Address
	Marcie Riley, Secretary	1412 N. Grand, Pittsburg, KS 66762
	Name	Address
5.	Nature of applicant's business: <u>Child Care Center</u>	
6.	The products to be assembled or manufactured or service to be rendered: <u>Child care will be provided for 44 children ages 12 months to 5 years. Kindergarten readiness skills will be provided.</u>	
7.	Jason Wiske	620-231-1550
	Applicant's Attorney	Phone Number
8.	SEK Small Business Development Center	620-235-4933
	Applicant's Financial Advisor	Phone Number

9. Lorene Hoffman 620-231-6390
Applicant's Accountant Phone Number
10. Estimated amount of loan: \$ 35,000
11. Number of years to retire loan: 10
12. List previous loans and credit references:
Currently have a bridge loan with University Bank that purchased the building. Rural Dev loan
will repay it. Credit references: Westar Energy, Kansas Gas Service, KTCCU, University Bank

II. USE OF LOAN PROCEEDS

- | | |
|--|------------------|
| 1. Amount requested for purchase of land: | \$ <u>0</u> |
| 2. Amount requested for land improvements (bldgs): | \$ <u>30,000</u> |
| 3. Amount requested for machinery and equipment: | \$ <u>0</u> |
| 4. Capitalized debt service: | \$ <u>0</u> |
| 5. Loan closing costs: | \$ <u>0</u> |
| 6. Working capital: | \$ <u>5,000</u> |
| 7. Other (specify) | \$ <u>0</u> |
| TOTAL REQUEST: | \$ <u>35,000</u> |

III. LOAN PROPOSAL

- | | |
|--|-------------|
| 1. Will the loan refinance an existing project? | <u>No</u> |
| 2. Will the loan proceeds be used to expand or replace an existing facility? | <u>Yes</u> |
| 3. Is the applicant presently located in the City of Pittsburg? | <u>Yes</u> |
| 4. What type and size of building will be constructed?
<u>remodel one story slab, vinyl siding, steel roof, 4125SF</u> | <u></u> |
| 5. Name and address of contractor and/or architect:
<u>Architect: Rick Zingre 1019 Scott Ave, Fort Scott, KS 66701</u>
<u>*Contractor: Home Center Construction 420 W. Atkinson, Pittsburg, KS 66762</u>
<u>*pending award of bid upon securing total financing</u> | <u></u> |
| 6. What type of equipment will be financed? | <u>None</u> |

7. If the applicant will be in direct competition with local firms,
- (a) Name of firms: Family Resource Center, YMCA, Kids First
All have waiting lists for vacancies
-
- (b) Describe nature of the competition: All provide child care. There is a need for
additional child care in the area.
-

IV. LOAN ANALYSIS

1. Has a financial advisor submitted an analysis indicating the need for the loan, the advisability of the loan or benefit to the applicant of the loan?
Yes, see page 11 of Business Plan and Exhibit E
 (If yes, attach a copy to this application.)
2. Has additional financing, whether internally generated or through other loans, been arranged? (If yes, explain on an attached sheet) Yes, see page 9 of Business Plan
3. Has the applicant investigated conventional financing?
Yes
-

V. PROPOSED LOCATION

1. Location of the proposed facility: 502 E. 20th Pittsburg, KS 66762
2. If the facility is a proposed expansion or replacement of another plant, state size and location of current operations:
Currently located in Zion Lutheran Church 106 W. Jackson, Pittsburg, KS
with 24 children enrolled.
-
3. What percentage of the facility will be occupied by the applicant? 100%
4. Is the prospective location properly zoned? Yes
-

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

NA

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

None

VI. OWNERSHIP AND MANAGEMENT

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

501(c)3 Not-for-profit corporation

Note relationship to a parent company: None

2. What portion of the project is being financed from other company funds (in addition to this loan)?

\$ 286,800

Please explain USDA, Rural Development loan \$224,000 & grant \$50,000

Pritchett Trust \$11,800

Borrower contribution \$1,000

3. Describe all threatened or outstanding litigation

None

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

VII. MEASURE OF ECONOMIC GROWTH AND BENEFIT

1. What dollar amount of sales is contemplated? \$213,060

2. What percentage of sales will be sold locally? 100%

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

\$19,250

4. How many people will the project employ:

Type: Professional 8 total, 6 full-time, 2 part-time

Technical

Clerical

General Labor

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

4 full-time (5FTE)

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

35,000:2 = 17,500

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

1. Copies of applicant's financial statements for the past three years certified as correct by the owner or an authorized officer.
2. Applicant's most recent annual or quarterly financial report.
3. Interim financial statements, to date, for the current fiscal year.
4. Financial statements, current to date, for each personal guarantor, on forms, certified by a Certified Public Accountant or the guarantor.
5. Copies of both federal and state income tax returns filed by applicant and each personal guarantor during the past three years.
6. In certain cases, due to the size of the loan, audited financials may be required.
7. Completed business plan with three year financial projections.
8. Loan (if approved) must be personally guaranteed.

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

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

Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: September 4, 2013

SUBJECT: Agenda Item – September 10, 2013
DISPOSITION OF BIDS
Meadowbrook Mall Sanitary Sewer Extension Project

Bids were received on Tuesday, September 3, 2013, for the Meadowbrook Mall Sanitary Sewer Extension Project. This project includes the construction of 954 lineal feet of 10” sanitary sewer line, seven manholes, and related work to service the future Meadowbrook West Project located at the corner of Highway 69 Bypass and Centennial Drive.

Seven bids were received (see attached bid tabulation). After reviewing the bids received, City staff is recommending that the bid be awarded to Polston Construction, Inc., of Lamar, Missouri, based on their low bid meeting specifications in the amount of \$86,823.00. The Engineer’s Estimate for this project was \$175,312.00. Polston Construction, Inc. has performed satisfactorily for the City of Pittsburg on previous projects; therefore, the City believes they have the resources and expertise necessary to satisfactorily complete this project. If you recall, the EDAC approved the amount of up to \$250,000 in Revolving Loan Funds to make the necessary infrastructure improvements for the future Meadowbrook West Project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 10, 2013. Action necessary will be approval or disapproval of staff’s recommendation and, if approved, authorize the Mayor to sign the contract documents once prepared.

Attachment: PEC Recommendation Memo
Bid Tabulation

MEMO



TO: City of Pittsburg
201 W. Fourth
Pittsburg, KS 66762
ATTENTION: Mr. John Bailey, P.E., PhD
FROM: Bruce Remsberg, P.E.
REFERENCE: Award Recommendation

DATE: 9/4/13
PROJECT NO.: 13E29
PROJECT: Meadowbrook Mall Sanitary Sewer
Extension
COPIES TO: _____

Please advise immediately of any misconceptions or omissions you believe to be contained herein.

John,

We received bids for the above referenced project on Tuesday, September 3rd. There were a total of 7 bids received, all of which were responsive. A tabulation of these bids is attached.

Polston Construction, Inc of Lamar, Missouri was the Low Bidder with a total Bid of \$86,823.

Polston has performed satisfactorily for the City of Pittsburg on previous projects. We believe that they have the resources and expertise necessary to satisfactorily complete this project and therefore recommend that the Contract be awarded to Polston Construction, Inc.

Please let me know of any questions.

BID TABULATION-MEADOWBROOK MALL SANITARY SEWER EXTENSION
City of Pittsburg, Kansas



PEC Project No. 335-13E29-0830
Bid Opening: September 3, 2013 2:00 p.m.

ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	ENGINEER'S ESTIMATE		Polston Construction, Inc. PO Box 605 Lamar, MO 64759		T.C. Underground, Inc. 1908 W Laurel St, PO Box 261 Independence, KS 67301		Bennett, Inc. 103 NE 15th Lane Lamar, MO 64759		Heck & Wicker, Inc. 1900 Southern Blvd Parsons, KS 67357	
				UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION		
1	Mobilization	Lump Sum	1	\$ 15,000.00	\$ 15,000.00	\$ 2,300.00	\$ 2,300.00	\$ 4,200.00	\$ 4,200.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00
2	Erosion Control	Lump Sum	1	\$ 2,000.00	\$ 2,000.00	1,880.00	1,880.00	1,600.00	1,600.00	2,000.00	2,000.00	4,000.00	4,000.00
3	Site Restoration	Lump Sum	1	\$ 3,000.00	\$ 3,000.00	4,828.00	4,828.00	3,650.00	3,650.00	5,500.00	5,500.00	3,800.00	3,800.00
4	Traffic Control	Lump Sum	1	\$ 4,000.00	\$ 4,000.00	3,700.00	3,700.00	800.00	800.00	4,000.00	4,000.00	1,800.00	1,800.00
5	Contractor Construction Staking	Lump Sum	1	\$ 2,000.00	\$ 2,000.00	2,035.00	2,035.00	1,400.00	1,400.00	2,035.00	2,035.00	2,400.00	2,400.00
6	Pavement Removal	Sq. Yd.	56	\$ 10.00	\$ 560.00	21.00	1,176.00	10.00	560.00	10.00	560.00	68.31	3,825.36
7	Asphalt Pavement Replacement	Sq. Yd.	56	\$ 80.00	\$ 4,480.00	183.00	10,248.00	72.00	4,032.00	110.00	6,160.00	88.00	4,928.00
8	Aggregate Base (AB-3)(6")	Sq. Yd.	56	\$ 7.00	\$ 392.00	18.00	1,008.00	10.00	560.00	10.00	560.00	36.00	2,016.00
9	Precast Mahole ' Type A'	Each	7	\$ 5,000.00	\$ 35,000.00	2,500.00	17,500.00	3,025.00	21,175.00	3,250.00	22,750.00	3,992.00	27,944.00
10	10" Sewer Pipe	L.F.	954	\$ 70.00	\$ 66,780.00	24.00	22,896.00	39.00	37,206.00	45.00	42,930.00	45.10	43,025.40
11	8" Sewer Pipe	L.F.	755	\$ 50.00	\$ 37,750.00	22.00	16,610.00	37.00	27,935.00	43.00	32,465.00	42.91	32,397.05
12	Service Connection (Westco)	Lump Sum	1	\$ 3,000.00	\$ 3,000.00	1,427.00	1,427.00	1,840.00	1,840.00	1,500.00	1,500.00	850.00	850.00
13	Aggregate Ditch Lining D50 (6")	Tons	27	\$ 50.00	\$ 1,350.00	45.00	1,215.00	25.00	675.00	30.00	810.00	27.00	729.00
	Total				\$ 175,312.00		\$ 86,823.00		\$ 105,633.00		\$ 131,270.00		\$ 131,714.81

BID TABULATION-MEADOWBROOK MALL SANITARY SEWER EXTENSION
City of Pittsburg, Kansas

PEC Project No. 335-13E29-0830
Bid Opening: September 3, 2013 2:00 p.m.

ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	ENGINEER'S ESTIMATE		Sprouls Const. Inc. 397 W. Hwy DD Lamar, MO 64759		LaForge Construction Corp. 1715 S 59 Hwy, PO Box 676 Parsons, KS 67357		Tri-Star Utilities, Inc. PO Box 1012; 2109 W. Maple Independence, KS 67301			
				UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION		
1	Mobilization	Lump Sum	1	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 16,500.00	\$ 16,500.00	\$ 7,000.00	\$ 7,000.00		
2	Erosion Control	Lump Sum	1	2,000.00	2,000.00	3,000.00	3,000.00	2,000.00	2,000.00	2,500.00	2,500.00		
3	Site Restoration	Lump Sum	1	3,000.00	3,000.00	5,000.00	5,000.00	3,600.00	3,600.00	2,500.00	2,500.00		
4	Traffic Control	Lump Sum	1	4,000.00	4,000.00	4,000.00	4,000.00	1,000.00	1,000.00	4,000.00	4,000.00		
5	Contractor Construction Staking	Lump Sum	1	2,000.00	2,000.00	4,000.00	4,000.00	2,200.00	2,200.00	2,500.00	2,500.00		
6	Pavement Removal	Sq. Yd.	56	10.00	560.00	20.00	1,120.00	26.00	1,456.00	20.00	1,120.00		
7	Asphalt Pavement Replacement	Sq. Yd.	56	80.00	4,480.00	54.00	3,024.00	62.00	3,472.00	140.00	7,840.00		
8	Aggregate Base (AB-3)(6")	Sq. Yd.	56	7.00	392.00	54.00	3,024.00	14.00	784.00	33.00	1,848.00		
9	Precast Mahole ' Type A'	Each	7	5,000.00	35,000.00	4,000.00	28,000.00	2,800.00	19,600.00	6,500.00	45,500.00		
10	10" Sewer Pipe	L.F.	954	70.00	66,780.00	50	47,700.00	68	64,872.00	76	72,504.00		
11	8" Sewer Pipe	L.F.	755	50.00	37,750.00	40	30,200.00	64	48,320.00	70	52,850.00		
12	Service Connection (Westco)	Lump Sum	1	3,000.00	3,000.00	3,500.00	3,500.00	2,400.00	2,400.00	7,000.00	7,000.00		
13	Aggregate Ditch Lining D50 (6")	Tons	27	50.00	1,350.00	60.00	1,620.00	74.00	1,998.00	46.00	1,242.00		
	Total				\$ 175,312.00		\$ 159,188.00		\$ 168,202.00		\$ 208,404.00		