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BROADWAY AND 20TH INTERSECTION IMPROVEMENTS -
Staff is requesting Governing Body approval of the acquisition of properties necessary for the Broadway and 20th Intersection Improvements Project.

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YMCA EXPANSION PROJECT - The Economic Development Advisory Committee is recommending approval of a request submitted by the Pittsburg Family YMCA for a commitment from the City of up to \$50,000 to assist with the repair or relocation of an underground storm drain that needs to be addressed during the 4,000 square foot , planned expansion of the YMCA's gymnastics area.

YMCA	81
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KWPCRF PROJECT NO. C20 1656 01 – Staff is requesting Governing Body approval of the Second Amendment to the Loan Agreement for the Kansas Water Pollution Control Revolving Fund (KWPCRF) to the City of Pittsburg for the wastewater treatment improvements to increase the Loan Amount by \$500,000 for a total Loan Amount of \$4,500,000 and to adjust the semi-annual loan repayment amount from \$129,715.61 (\$259,431.22 per year) to \$139,566.37 (\$279,132.74 per year) beginning with the repayment dated March 1, 2015.

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PURCHASE OF PIERCE PUMPER TRUCK - Staff is requesting authorization to purchase a Pierce Pumper Truck in the amount of \$656,584.27 by accepting the quote submitted by Community National Bank for a ten-year lease/purchase agreement at the rate of 2.46% with an annual payment of \$74,865.53.

Pumper Truck Info	95
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PURCHASE OF SELF CONTAINED BREATHING APPARATUS (SCBA) - Staff is requesting authorization to purchase 54 Scott SCBA air packs, 108 Scott SCBA 5500 psi bottles, a 5500 psi Scott cascade air compressor, and associated equipment for use by the Pittsburg Fire Department in the amount of \$344,695.00 by accepting the quote submitted by Community National Bank for a ten-year lease/purchase agreement at the rate of 2.46% with an annual payment of \$39,303.07.

SCBA Info. 104

PURCHASE OF BUNKER GEAR - Staff is requesting authorization to purchase seven sets of NFPA compliant bunker gear and associated equipment for use by the Pittsburg Fire Department from 1st Due, of Bartlett, Kansas, in an amount of \$16,746.45.

Bunker Gear Info 111

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, February 25, 2014
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Jay Gilchrist of Via Christi
- b. Flag Salute Led by the Mayor
- c. Presentation of the Platinum AAA Traffic Safety Award by Jim Hanni, Executive Vice President of the AAA Allied Group.
- d. Proclamation - Amy Tripp Day
- e. Public Input

CONSENT AGENDA:

- a. Approval of the February 11, 2014, City Commission Meeting minutes.
- b. Approval of the Economic Development Advisory Committee's recommendation to support the Kelce College of Business Economic Research Proposal at an investment level of \$10,000 for one year.
- c. Approval of the Economic Development Advisory Committee's recommendation to forgive the first loan installment valued at \$247,471.25 to be made by Fireworks Leasing, LLC, as they have complied with the job creation requirements set forth in the forgivable loan documents and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.
- d. Approval of the Economic Development Advisory Committee's recommendation to grant 2014 tax abatement renewals to Aspenwood Directories (Names and Numbers), HI1 (Holiday Inn), and Miller's Inc.
- e. Approval of the Services Agreement between The Sanborn Map Company, Inc., Crawford County, Kansas and the City of Pittsburg for aerial photography as part of a consortium with Bourbon County, Kansas, with the City's share being \$20,160.30.
- f. Approval of the Agreement between PKHLS Architecture and the City of Pittsburg to provide architectural design services for the Armory Building FEMA Shelter at a cost of \$7,500 and, if approved, authorize the Mayor to sign the Agreement on behalf of the City of Pittsburg.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, February 25, 2014
5:30 PM

- g. Approval of staff request to waive the City Bid Policy to purchase a Polygraph Examination System from a single-source supplier and associated computer equipment using City of Pittsburg purchasing contracts, and if approved, direct staff to issue the necessary purchase orders for the equipment purchases.
- h. Approval of staff recommendation to award a bid for the purchase of three (3) Dodge Charger police package vehicles to Landmark Dodge of Independence, Missouri based on their low bid of \$70,478.37 total, and to award a bid for the purchase of an SUV for the Investigations Division to Shawnee Mission Ford of Shawnee, Kansas based on their low bid of \$25,586 and, if approved, authorize staff to issue the necessary purchase orders.
- i. Approval of the Appropriation Ordinance for the period ending February 25, 2014, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

EXECUTIVE SESSION:

- a. EXECUTIVE SESSION - An Executive Session is necessary for preliminary discussions relating to the acquisition of real property. **Motion to recess into Executive Session for approximately 30 minutes for preliminary discussions relating to the acquisition of real property.**

CONSIDER THE FOLLOWING:

- a. BROADWAY AND 20TH INTERSECTION IMPROVEMENTS - Staff is requesting Governing Body approval of the acquisition of properties necessary for the Broadway and 20th Intersection Improvements Project. **Approve or disapprove staff request.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, February 25, 2014
5:30 PM

- b. YMCA EXPANSION PROJECT - The Economic Development Advisory Committee is recommending approval of a request submitted by the Pittsburg Family YMCA for a commitment from the City of up to \$50,000 to assist with the repair or relocation of an underground storm drain that needs to be addressed during the 4,000 square foot , planned expansion of the YMCA's gymnastics area. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**
- c. KWPCRF PROJECT NO. C20 1656 01 – Staff is requesting Governing Body approval of the Second Amendment to the Loan Agreement for the Kansas Water Pollution Control Revolving Fund (KWPCRF) to the City of Pittsburg for the wastewater treatment improvements to increase the Loan Amount by \$500,000 for a total Loan Amount of \$4,500,000 and to adjust the semi-annual loan repayment amount from \$129,715.61 (\$259,431.22 per year) to \$139,566.37 (\$279,132.74 per year) beginning with the repayment dated March 1, 2015. **Approve or disapprove the Second Amendment to the Loan Agreement and, if approved, pass Ordinance No. S-1013 on FIRST AND ONLY READING authorizing the execution of the Second Amendment to the Loan Agreement; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the Second Amendment to the Loan Agreement.**
- d. PURCHASE OF PIERCE PUMPER TRUCK - Staff is requesting authorization to purchase a Pierce Pumper Truck in the amount of \$656,584.27 by accepting the quote submitted by Community National Bank for a ten-year lease/purchase agreement at the rate of 2.46% with an annual payment of \$74,865.53. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
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- e. PURCHASE OF SELF CONTAINED BREATHING APPARATUS (SCBA) - Staff is requesting authorization to purchase 54 Scott SCBA air packs, 108 Scott SCBA 5500 psi bottles, a 5500 psi Scott cascade air compressor, and associated equipment for use by the Pittsburg Fire Department in the amount of \$344,695.00 by accepting the quote submitted by Community National Bank for a ten-year lease/purchase agreement at the rate of 2.46% with an annual payment of \$39,303.07. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

- f. PURCHASE OF BUNKER GEAR - Staff is requesting authorization to purchase seven sets of NFPA compliant bunker gear and associated equipment for use by the Pittsburg Fire Department from 1st Due, of Bartlett, Kansas, in an amount of \$16,746.45. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

- a. Staff will provide a review of City Codes regarding the abatement of nuisance trees, hedges, and shrubbery in the City.

ADJOURNMENT

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: Amy Tripp is a student at Pittsburg State University majoring in Social Work; and

Whereas: Ms. Tripp is a passionate supporter of the Pittsburg Fire Department that goes above and beyond to remind her fellow citizens to not take first responders for granted; and

Whereas: A special recognition ceremony for Pittsburg Firefighters was single-handedly organized by Ms. Tripp in 2013; and

Whereas: Ms. Tripp recently organized a fundraising effort to benefit the Pittsburg Fire Department; and

Whereas: The Pittsburg Fire Department has used the funds donated by Ms. Tripp to purchase seventy-five smoke detectors to be distributed to citizens throughout the Pittsburg community.

Now, Therefore, I, Michael E. Gray, Mayor of the City of Pittsburg, Kansas, do hereby proclaim Tuesday, February 25th, 2014, as

AMY TRIPP DAY IN PITTSBURG

and call upon all citizens to recognize Ms. Tripp as we express our sincere appreciation and gratitude in honoring her for her outstanding service to the City of Pittsburg.

Dated this 25th day of February, 2014.

ATTEST:

City Clerk

Mayor

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 11th, 2014

A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, February 11th, 2014, 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.

Mike Hart of the Trinity Baptist Church provided the invocation.

Mayor Gray led the flag salute.

PUBLIC INPUT –

SOUTH ROUSE TRAIL DISCUSSION – City Manager Daron Hall stated that he placed this discussion under "Public Input" on this agenda to allow citizens the opportunity to speak to City Commissioners regarding the proposed South Rouse Trail Project. Mayor Gray reminded those participating to keep their comments brief and to be respectful of others.

Robert Wood, 1008 Mill Road, spoke against the proposed trail. Mr. Wood suggested shoulders be placed on Rouse, along with a sidewalk.

Thomas Tyler, 1307 Cedar Crest Drive, spoke in favor of a multi-use trail on South Rouse in regard to the safety it will provide. Mr. Tyler suggested the speed limit on South Rouse be examined and adjusted accordingly.

Roger Wood, 701 Thomas, spoke against the proposed trail. Mr. Wood suggested a sidewalk be placed on Rouse, and that the Centennial sidewalk to Ron's Grocery Store be addressed before the South Rouse Trail. City Manager Daron Hall stated that the City does not own property on Centennial to allow the City to extend the sidewalk.

Gina Pinamonti, 706 Mill Road, spoke in favor of the proposed trail and the safety it will provide to those utilizing the trail.

Orville Grotheer, 2811 South Rouse, spoke against the proposed trail, citing the increased taxes the trail will place on the adjacent property owners.

Tim Mangan, 3110 Pinnacle Lane, spoke against the proposed trail, citing the increased taxes the trail will place on the adjacent property owners.

Joanna Rhodes, 2901 Woodgate Terrace, spoke in favor of the proposed trail and the connectivity it will provide to citizens to various points throughout town.

Bill Wilper, 902 Centennial, spoke against the proposed trail and the proposed funding of the trail. Mr. Wilper suggested a sidewalk, similar in width to what is on Centennial, be placed on South Rouse.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 11th, 2014

Public Input (continued)

Sarah Kunkle, 1011 Amber Drive, spoke in favor of the proposed trail, citing a successful trail project she was involved with with in Springfield, Missouri.

Ken Waltrip, 2906 South Rouse, spoke against the proposed trail. Mr. Waltrip suggested a five-foot sidewalk be installed along South Rouse instead of a ten-foot trail.

Kim Scripsick, 3203 Grand Oaks Drive, spoke in favor of the proposed trail, citing the safety it would provide to citizens.

APPROVAL OF MINUTES – JANUARY 28th, 2014 - On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the January 28th, 2014, City Commission Meeting minutes as submitted. Motion carried.

CEREAL MALT BEVERAGE LICENSE – SUPER MERCADO YOSELIN – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the applications submitted by J. Manuel Pavon for Cereal Malt Beverage Licenses for Super Mercado Yoselin for consumption on the premises and for sale in the original and unopened container at 1610 South Broadway for the year 2014 and directed the City Clerk to issue the two licenses. Motion carried.

BROADWAY AND CENTENNIAL INTERSECTION IMPROVEMENTS PROJECT – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved KDOT's Authority to Award Contract and Commitment of Funds for the Broadway and Centennial Intersection Improvements Project, KDOT Project No. 19 KA-2617-01;HSIP-A261(701), awarding a contract to Bryant & Bryant Construction, Inc., of Halstead, Kansas, based on their low bid of \$925,288.58, and commitment of City matching funds in the amount \$118,000.00 and authorized the Mayor to execute the Resolution on behalf of the City. Motion carried.

AIRPORT CAPITAL IMPROVEMENTS PLAN – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved staff recommendation to submit a 5-year Airport Capital Improvements Plan (ACIP) to the Federal Aviation Administration (FAA) for possible future funding and authorized the City Manager to execute the new ACIP data sheets on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the Appropriation Ordinance for the period ending January 28th, 2014, 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.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 11th, 2014

CEREAL MALT BEVERAGE LICENSE – DAVID YEAMANS - On motion of O'Bryan, seconded by Ketterman, the Governing Body approved the application submitted by David Yeamans, dba Pat's Lounge, 501 East 7th Street, for a Cereal Malt Beverage License for consumption on the premises for the year 2014 and directed the City Clerk to issue the license. Motion carried.

WAIVER OF PERMIT FEES – STILWELL HERITAGE AND EDUCATION FOUNDATION – Commissioner Munsell moved to approve the request submitted by John Kutz of the Stilwell Heritage and Education Foundation to waive building permit fees in the amount of approximately \$570.00 for the foundation stabilization of the Stilwell Hotel located at 703 North Broadway, and to further waive any other fees that could be charged by the City to any non-profit agency, including City-owned facility rental fees. Motion died for lack of a second.

WAIVER OF PERMIT FEES – STILWELL HERITAGE AND EDUCATION FOUNDATION – On motion of O'Bryan, seconded by Murnan, the Governing Body approved the request submitted by John Kutz of the Stilwell Heritage and Education Foundation to waive building permit fees in the amount of approximately \$570.00 for the foundation stabilization of the Stilwell Hotel located at 703 North Broadway. Motion carried with Munsell voting in opposition.

SPECIAL PRESENTATION - SALES TAX STREET IMPROVEMENTS - Director of Public Works Bill Beasley provided information on the 2013 Sales Tax Street Improvements Projects. Mr. Beasley also provided a list of proposed 2014 Sales Tax Street Improvements Projects.

20th AND BROADWAY INTERSECTION IMPROVEMENT PROJECT – On motion of O'Bryan, seconded by Gray, the Governing Body approved the Economic Development Advisory Committee's (EDAC) recommendation to use funds in the amount of \$60,000 from the Revolving Loan Fund (RLF) toward the 20th and Broadway Intersection Improvement Project and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

ORDINANCE NO. G-1198 – On motion of Ketterman, seconded by Munsell, the Governing Body approved Ordinance No. G-1198, amending Section 34-40 of the Pittsburg City Code concerning open burning in the City of Pittsburg, Kansas, on first and only reading. Motion carried.

NON-AGENDA REPORTS & REQUESTS –

Mayor Gray noted that the review of City Codes regarding the abatement of nuisance trees, hedges, and shrubbery in the City will take place at a future City Commission meeting.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 11th, 2014

NON-AGENDA REPORTS & REQUESTS (continued) -

Commissioner Ketterman noted that he has received phone calls that citizens watching Commission Meetings on tv are having difficulties hearing meeting proceedings. City Manager Hall indicated that staff would investigate the problem.

ADJOURNMENT: On motion of O'Bryan, seconded by Gray, the Governing Body adjourned the meeting at 6:41 p.m. Motion carried.

Michael E. Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Chamber President/Economic Development Director

DATE: February 19, 2014

SUBJECT: February 25, 2014 Agenda Item
Kelce College of Business economic research proposal

At its February 12, 2014, meeting, the EDAC considered a request to help fund production of a quarterly economic indicators report from the PSU Kelce College of Business. Dr. Michael Davidsson, an economic researcher in the Kelce College, produced a sample report last year that was very well received by the Pittsburg business community. This proposal submitted by PSU would allow continuing research and production of this report on a quarterly basis. The EDAC voted unanimously to recommend supporting the project at an investment level of \$10,000 for one year. The proposal also shows that the Kelce College of Business is providing \$24,507 worth of in-kind services to support the project.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 25, 2014. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



KELCE
COLLEGE OF BUSINESS
Pittsburg State University

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www.pittstate.edu/kelce

January 27, 2014

Mr. Blake Benson, President
Pittsburg Area Chamber of Commerce
117 West Fourth Street
Pittsburg, KS 66762

Dear Blake,

Last month, the Pittsburg State University Kelce College of Business published the inaugural issue of “The Pittsburg Micropolitan Area Economic Report.” This publication fills an information void in our region by providing a snapshot of vital business and economic statistics needed by business decision-makers, non-profit organization leaders, and public officials. In addition to presenting a look at current trends across a number of important statistics, the publication provides informed expert analysis and insights into what these trends mean for the Pittsburg area and its future.

Given the importance of this outreach effort and its long-term positive effects on the community, the Kelce College of Business is committed to continuing to provide this service on a quarterly basis to the Pittsburg area. The first issue of the report was underwritten through the support of four local financial institutions that purchased advertising space (Arvest Bank, Commerce Bank, Kansas Teachers Community Credit Union, and University Bank). Over the long-run, additional resources are required to reach those businesses and organizations that will benefit from the report’s content.

We hereby request that the Economic Development Advisory Committee consider the allocation of funds to support the production and distribution of “The Pittsburg Micropolitan Area Economic Report.” Attached is a proposed budget for the report and the production of a Pittsburg area economic projection and forecast. The report will be distributed to 700 businesses and organizations in Pittsburg and the immediate surrounding area each calendar quarter. For one year, we request a \$10,000 commitment. Please note that this is based on the assumption of continued advertising revenue. Allocation of funds above or below this request would alter accordingly the reliance on selling advertising.

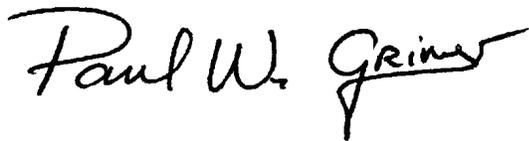
Also attached is a separate page outlining the direct commitment that the university and the Kelce College are making toward this public service project. Twenty percent of Professor Michael Davidsson’s time and a half-time student worker provided by the Office of Graduate and Continuing Studies are currently allocated to the report and the research that supports it. No attempt has been made to capture the additional indirect costs of space, utilities, equipment use, and office supplies that also support the project.

Benson / page 2

Professor Davidson and I are available to answer any questions or concerns you may have with this request.

Thank you for your support and consideration. The Kelce College of Business is committed to partnering with the City of Pittsburg and the Pittsburg Area Chamber of Commerce in furthering the economic development of our community.

Sincerely,

A handwritten signature in black ink that reads "Paul W. Grimes". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Paul W. Grimes, Dean
Kelce College of Business
Pittsburg State University

Pittsburg Micropolitan Area Economic Report
Proposed Annual Budget

Direct Expenditures

Production Costs

Printing: \$2.70 per unit x 700 units x 4 quarterly issues	\$7,560
Mailing: \$0.51 per unit x 700 units x 4 quarterly issues	\$1,428
Graphic Design and Layout: \$800 x 4 quarterly issues	\$3,200
Industry Projection Data and Miscellaneous Expenses	<u>\$ 600</u>
Subtotal	\$12,788

Economic Data Acquisition Costs

640 Micros / Industry and Company Analysis	\$ 600
Major Employer Supplier Analysis	\$ 600
Pittsburg Projection / National Forecast Data	<u>\$3,000</u>
Subtotal	\$4,200

Total Costs \$16,988

Revenues

Advertisements: 4 @ \$500 x 4 quarterly issues	\$8,000
Requested Economic Development Funding	\$10,000

Total Revenues \$18,000

Pittsburg Micropolitan Area Economic Report
Pitt State and Kelce College of Business In-Kind Contributions

Faculty Time: 20% salary @ \$75,000	\$15,000
Fringes @ ((% of time x salary base x 18.8%) + \$10,233 x % of time))	\$4,867
Student Worker Time: 20 hours per week @ \$7.25 x 32	<u>\$4,640</u>
Total	<u>\$24,507*</u>

*Does not reflect indirect overhead expenditures including physical space, utilities, equipment use, and office supplies.



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Chamber President/Economic Development Director

DATE: February 19, 2014

SUBJECT: February 25, 2014 Agenda Item
Fireworks Leasing, LLC forgivable loan

On November 1, 2012, the City of Pittsburg entered into a \$700,000 forgivable loan agreement with Fireworks Leasing, LLC, to help facilitate the acquisition and renovation of the former Superior Industries building at 1500 East 27th Street. In return, Fireworks Leasing, LLC, agreed to a job creation schedule to be considered each year over a three-year period in order to qualify for loan forgiveness.

The contract called for Fireworks Leasing to have created five additional jobs no later than November 1, 2013, to have the first loan installment forgiven. The first loan installment is valued at \$247,471.25. At its February 12, 2014, meeting, the EDAC reviewed employee information submitted by Fireworks Leasing, LLC, and concluded the company had complied with the job creation requirements.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 25, 2014. Action being requested is approval or denial of the EDAC recommendation to forgive the loan payment of \$247,471.25 and, if approved, authorize the Mayor to sign the appropriate documents.



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Chamber President/Economic Development Director

DATE: February 19, 2014

SUBJECT: February 25, 2014 Agenda Item
Property tax abatement renewals

At its February 12, 2014, meeting, the EDAC considered annual renewals of tax abatements for the following properties:

Company Name	Docket #	Original Exemption Year	Current Year	Exemption Ends in Year
Aspenwood Directories	2007-7936-IRBX	2008	2014 / 7 of 8	2015
HI1	2010-1664-IRBX	2009	2014 / 6 of 8	2016
Miller's, Inc.	2013-5552-EDX	2013	2014 / 2 of 10	2022

All of the original tax abatements were based on capital improvements. The renewals for Aspenwood Directories (Names and Numbers), HI1 (Holiday Inn Express) and Millers, Inc. have met the basic criteria for renewals based on capital investment.

The Economic Development Advisory Committee voted to pass a motion to forward to the Governing Body a recommendation approving the annual tax abatement renewals for Aspenwood Directories (Names and Numbers), HI1 (Holiday Inn Express) and Miller's, Inc.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 25, 2014. Action being requested is approval or denial of the EDAC recommendation to approve the annual tax abatement renewals and authorize the Mayor to sign the appropriate documents.

CONFIDENTIAL

ANNUAL RENEWAL APPLICATION
For the Tax Year 2014
Tax Exemption/Tax Exemption Incentive
CITY OF PITTSBURG, KANSAS

NOTE: Valuation cannot be changed between September 1 and December 31 because the County's Valuation Level has been certified to the State by the County Appraiser.

Applicant's Name: Aspenwood Directories Inc

Address: 1225 E. Centennial Pittsburg Ks 66762

Date: January 24 2014
Month Day Year

1. In order to verify employment, please attach your Kansas Unemployment Quarterly Tax Return to this ANNUAL RENEWAL APPLICATION in order to facilitate the City's review of this request.
2. State the amount of property taxes which are currently due and payable for:

a.	Land	\$	_____
b.	Tangible Personal Property	\$	_____
c.	Improvements	\$	<u>2347.20</u>
d.	Special Assessments	\$	_____

3. Are any of these taxes delinquent? NO

ADMINISTRATIVE COMMITTEE REVIEW INFORMATION

1. Initial exemption granted for Level 8, 8 years commencing in 2009.
2. Annual renewal exemptions granted by the City in 2010, 2011, 2012 and 2013.
3. The support documents submitted (Item No. 1) indicate:
(no change in capital investment or jobs which would cancel or increase the exemption as initially granted)
4. Administrative Review Committee Recommendation:
 - a. Renew the exemption
 - b. Cancel the exemption per Section _____

ADMINISTRATIVE COMMITTEE

By _____
(Chairman)

ANNUAL CLAIM FOR EXEMPTION FROM PROPERTY TAXATION

To Be Filed with the County Appraiser on or before March 1st

See other side for instructions

Name & Address of Taxpayer:

County:

Crawford

Aspenwood Directories Inc

Parcel I.D. No.:

1225 E Centennial

Personal Prop No.:

Pittsburg Ks 66262

Tax Year:

2014

County Use Only

Description on file Check if Yes
If Yes mail copy of form and written statement to PVD

NOTICE

This Annual Claim for Exemption by law must be accompanied by:

- (1) A Written Statement See instructions, other side and
- (2) A Description/List of Exempt Property See instructions, other side

1. I (we) Aspenwood Directories Inc do hereby file a claim for property tax exemption for the tax year 2014, on the attached list of property.

2. The basis for the exemption is:

State Board of Tax Appeals Order, Docket No. 2007-7986-1RBX

3. The State Board Order indicates that the property is exempt pursuant to:

- A. K.S.A. 79-201a *Second* (Industrial Revenue Bond-Funded Property)
- B. Article 11, Section 13 of the Kansas Constitution
- C. K.S.A. 79-221 (Certain Leased Property)
- D. Other _____ (explain).

4. The period of exemption set forth in the Board's Order is:

Jan 1, 2008 through Dec 31, 2015.

5. If the property is only partially exempt or if a payment in lieu of tax must be made, please attach the agreement and/or uniform policy setting forth the terms.

6. Are you filing a claim for any property acquired after the Board of Tax Appeals issued the order exempting disclosed in number 2 above? NO. If yes, please explain why you believe this property is exempt.

7. Has the ownership of the property for which you are filing a claim for exemption changed in the past year? NO. If yes, attach a full explanation.

8. Has the use of the property for which you are filing a claim for exemption changed in since the Board determined that it was exempt? NO. If yes, attach a full explanation.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature

Ken Brock

Date:

1/24/14

Name & Title

Ken Brock, President

Phone:

620-231-4000

- 1. "A Written Statement"**
 - a. There have been no changes from the original application**
- 2. "A Description/List of Exempt Property"**
 - a. There have been no changes from the original application**

BILL NO: 025070

CRAWFORD COUNTY TREASURER

PAID TAX RECEIPT: 2013

REF NO: B-0975

JOE GRISOLANO

RECEIPT NO: B08640

TAXING UNIT: 011

PO BOX 96

GIRARD KANSAS 66743

DATE PAID: 12/23/2013

620-724-8222

CITY/TWP NO: PIT 01633

DESCRIPTION OF PROPERTY

MACH & EQUIP	1ST HLF PD	2,347.20
CHEV 84	INTEREST	.00
	TOTAL	2,347.20

TAX BODY	LEVY	TAXES	NOTES
STATE	1.500	47.11	PD BY NAMES AND NUMBERS
COUNTY	49.754	1,562.67	
PIT - CITY	45.532	1,430.07	
USD - 250	51.518	1,618.09	
WILD EXT #14	1.161	36.46	
TOTAL	149.465	4,694.40	

CLASS	APPRAISED	ASSESSED	
MTR VEH	620	186	\$13.90
K-64 MCH/EQP	124,888	31,222	\$2,333.30
TOTAL	125,508	31,408	\$2,347.20

K.W. BROCK/ASPENWOOD DIRECTORIES

PO BOX 1479
PITTSBURG, KS 66762-1479

KEEP FOR INCOME TAX PURPOSES

CITY OF PITTSBURG, KANSAS
ANNUAL RENEWAL APPLICATION RIDER

1. I (we) do hereby verify that the building and machinery and/or equipment listed on the APPLICATION FOR TAX EXEMPTION are still in use at the same location.
2. I (we) do hereby verify that the ownership of the company at the time of the APPLICATION FOR TAX EXEMPTION is still under the same ownership.
3. I (we) do hereby verify that all taxes are current.

DATED this 24th day of Jan, 2014.

Aspenwood Directories Inc

Company Name

By: Ken Brock

Name: Ken Brock

Title: President

ANNUAL CLAIM FOR EXEMPTION FROM PROPERTY TAXATION

To Be Filed with the County Appraiser on or before March 1st

See other side for instructions

Name & Address of Taxpayer:

H11 PITTSBURG LLC
4009 Parkview Dr
PITTSBURG, KS 66762

County:

Crawford

Parcel I.D. No.:

019-203-07-0-40-02-004,02

Personal Prop No.:

Tax Year:

2014

County Use Only	
Description on file	Check if Yes
If Yes mail copy of form and written statement to PVD	

NOTICE

This Annual Claim for Exemption by law must be accompanied by:

- (1) A Written Statement See instructions, other side and
- (2) A Description/List of Exempt Property See instructions, other side

1. I (we) H11 PITTSBURG LLC, do hereby file a claim for property tax exemption for the tax year 2014 on the attached list of property.

2. The basis for the exemption is:

State Board of Tax Appeals Order, Docket No. 2010-1664-IRBX

3. The State Board Order indicates that the property is exempt pursuant to:

- A. K.S.A. 79-201a Second (Industrial Revenue Bond-Funded Property)
- B. Article 11, Section 13 of the Kansas Constitution
- C. K.S.A. 79-221 (Certain Leased Property)
- D. Other _____ (explain).

4. The period of exemption set forth in the Board's Order is:

2009 through 2017

5. If the property is only partially exempt or if a payment in lieu of tax must be made, please attach the agreement and/or uniform policy setting forth the terms.

6. Are you filing a claim for any property acquired after the Board of Tax Appeals issued the order exempting disclosed in number 2 above? NO. If yes, please explain why you believe this property is exempt.

7. Has the ownership of the property for which you are filing a claim for exemption changed in the past year? NO. If yes, attach a full explanation.

8. Has the use of the property for which you are filing a claim for exemption changed in since the Board determined that it was exempt? NO. If yes, attach a full explanation.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature

[Signature]
ROBERT PATZLAK
OWNER

Name & Title

Date:

1-28-14

Phone:

913-707-8305

EXEMPT REAL PROPERTY FORM

Supplemental page

If more than one building exists on a parcel identification number (PIN), please report only one building on each copy of the Exempt Real Property Form. The requested information is parcel specific. Make as many copies of this form as is necessary to report your exempt real property.

Firm Name: HJ Prospects LLC Parcel Id. #: 019-203-07-0-40-02-004,02-0

Docket Number: 2010-11064-1723X Exempt Period: 2009-2016 2010-2017

Legal Description:

Lot number two (2) and the west one hundred twenty seven (27) feet of lot number three (3) in "Comfort Estates" an addition to the City of Pittsburg, Crawford County, Kansas according to the recorded plat thereof

Is land acquisition associated with this exemption? Yes No

If land acquisition is associated with this exemption, then provide the following information:

What date was the land purchased? 2008

What was the purchase price of the land? \$ 380,739.78

- If this is an Industrial Revenue Bond (IRB) exemption, provide the amount of bond funds spent on this parcel of land associated with this docket number: 380,739.78

If an improvement(s) is/are associated with this exemption, then provide the following information:

Building name and number (if applicable): _____

Description of the improvement: 73 room Holiday Inn Express

Date of completion: 2009

Total square footage of the improvement: _____

Provide the total cost of the improvement attributable to the exemption under this docket number: \$ 3,827,901.23

- If this is an Industrial Revenue Bond (IRB) exemption, provide the amount of bond funds spent on the improvement associated with this docket number: 3,827,901.23

If an in-lieu-of payment agreement is associated with this exemption provide the following information:

Amount of in-lieu-of tax payment for 2014 for this parcel: \$ 7500.00
Please attach a copy of the in-lieu-of tax agreement.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature [Signature]
Name & Title ROGER RATZLAFF

Date: 1-28-14
Phone: 913-707-8305

OWNER

Instructions

1. Who must file an Annual Claim for Exemption?

K.S.A. 79-210 requires owners of property that is exempt for a specified period of years to file an annual claim for exemption, except for property exempted under:

- (1) K.S.A. 79-201g (dam and reservoir land) or
- (2) K.S.A. 79-201d Second (farm storage and drying equipment).

Owners of property exempted for economic development purposes pursuant to Article 11, Section 13 of the Kansas Constitution, or property exempted by virtue of being funded with industrial revenue bonds pursuant to K.S.A. 79-201a Second must file an annual claim for exemption.

2. When must the Annual Claim for Exemption be filed?

The annual claim for exemption must be filed with the county appraiser on or before March 1st. The failure to file the annual claim for exemption may be just cause for the county appraiser to be in doubt as to whether the property continues to meet the terms and conditions of exemption. When in doubt, the county appraiser must construe in favor of taxation. (See Directive No. 92-025).

3. What items must accompany an Annual Claim for Exemption?

A written statement from the clerk of the city or county originally approving the exemption, and a description/list of the exempt property.

4. What is a "Written Statement?"

K.S.A. 79-210 requires the annual claim for exemption to include a written statement signed by the clerk of the city or county approving the exemption. The written statement from the city or county clerk must indicate whether the property sought to be exempt continues to meet all the terms and conditions of exemption.

Each year, the applicant should obtain a written statement from the appropriate city or clerk indicating whether the terms and conditions of exemption continue to be satisfied. The written statement should be submitted to the county appraiser along with the annual claim for exemption.

The terms and conditions of exemption should also be submitted to the county appraiser. It is acceptable to just submit the terms and conditions to the county appraiser once during the period of exemption, not every year, unless the terms and conditions are revised. When revisions occur, they should be submitted to the county appraiser by the following March 1st, along with the annual claim for exemption.

5. What constitutes a "Description/List of Exempt Property?"

The description/list of exempt property that is submitted with the annual claim should be the description and/or list of property that was issued with the State Board of Tax Appeals Order. If the description of the item(s) listed by the Board is vague, the applicant must provide further information. The description/list of exempt property should include (complete the exempt real property form):

1. The legal description of any land exempted and the date it was acquired;
2. A brief description of any improvements (i.e., buildings) and the date they were completed;
3. A list of all exempt personal property setting forth for each item:
 - a. A brief description
 - b. The date of purchase
 - c. Whether the item was purchased new or used
 - d. The age at the date of purchase
 - e. The purchase price (exclude sales tax or freight & installation that are charged separately)

Note: only the property specifically exempted by the State Board of Tax Appeals qualifies for exemption. Property purchased subsequent to the Board's order and not addressed therein is not exempt.

CITY OF PITTSBURG, KANSAS
ANNUAL RENEWAL APPLICATION RIDER

1. I (we) do hereby verify that the building and machinery and/or equipment listed on the APPLICATION FOR TAX EXEMPTION are still in use at the same location.
2. I (we) do hereby verify that the ownership of the company at the time of the APPLICATION FOR TAX EXEMPTION is still under the same ownership.
3. I (we) do hereby verify that all taxes are current.

DATED this 28 day of JAN, 2014.

H11 PITTSBURG LLC
PORTELL & RATZLAFF

Company Name

By: RC R

Name: Roger C RATZLAFF JR

Title: OWNER

CONFIDENTIAL

ANNUAL RENEWAL APPLICATION
For the Tax Year 2014
Tax Exemption/Tax Exemption Incentive
CITY OF PITTSBURG, KANSAS

NOTE: Valuation cannot be changed between September 1 and December 31 because the County's Valuation Level has been certified to the State by the County Appraiser.

Applicant's Name: HI1 PITTSBURG LLC
Address: 4009 PARKVIEW DR
Date: JAN 28 2014
Month Day Year

1. In order to verify employment, please attach your Kansas Unemployment Quarterly Tax Return to this ANNUAL RENEWAL APPLICATION in order to facilitate the City's review of this request.
2. State the amount of property taxes which are currently due and payable for:
 - a. Land \$ _____
 - b. Tangible Personal Property \$ _____
 - c. Improvements \$ _____
 - d. Special Assessments \$ _____
3. Are any of these taxes delinquent? NO

ADMINISTRATIVE COMMITTEE REVIEW INFORMATION

1. Initial exemption granted for Level 8, 8 years commencing in 2009.
2. Annual renewal exemptions granted by the City in 2010, 2011, 2012 and 2013.
3. The support documents submitted (Item No. 1) indicate:
(no change in capital investment or jobs which would cancel or increase the exemption as initially granted)
4. Administrative Review Committee Recommendation:
 - a. Renew the exemption
 - b. Cancel the exemption per Section _____

ADMINISTRATIVE COMMITTEE

By _____
(Chairman)

ANNUAL CLAIM FOR EXEMPTION FROM PROPERTY TAXATION

To Be Filed with the County Appraiser on or before March 1st

See other side for instructions

Name & Address of Taxpayer: Miller's Inc.
610 E. Jefferson St.
Pittsburg, KS 66762

County: Crawford

Parcel I.D. No.: 019-209-29-0-40-09-001.00-0

Personal Prop No.: _____

Tax Year: 2014

County Use Only
Description on file Check if Yes
If Yes mail copy of form and written statement to PVD

NOTICE

This Annual Claim for Exemption by law must be accompanied by:

- (1) A Written Statement See instructions, other side and
- (2) A Description/List of Exempt Property See instructions, other side

1. I (we) Miller's Inc., do hereby file a claim for property tax exemption for the tax year 2014, on the attached list of property.
2. The basis for the exemption is:
Kansas Court of Tax Appeals Order, Docket No. 2013-5552 EDX.
3. The Court Order indicates that the property is exempt pursuant to:
 - A. K.S.A. 79-201a *Second* (Industrial Revenue Bond-Funded Property)
 - B. Article 11, Section 13 of the Kansas Constitution
 - C. K.S.A. 79-221 (Certain Leased Property)
 - D. Other KSA 2012 Supp 79-213 (explain).
4. The period of exemption set forth in the Court's Order is:
January 1, 2013 through December 31, 2022.
5. If the property is only partially exempt or if a payment in lieu of tax must be made, please attach the agreement and/or uniform policy setting forth the terms.
6. Are you filing a claim for any property acquired *after* the Kansas Court of Appeals issued the order exempting disclosed in number 2 above? No. If yes, please explain why you believe this property is exempt.
7. Has the *ownership* of the property for which you are filing a claim for exemption changed in the past year? No. If yes, attach a full explanation.
8. Has the *use* of the property for which you are filing a claim for exemption changed in since the Court determined that it was exempt? NO. If yes, attach a full explanation.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature Marcia Sorrick Date: 2/5/14
Name & Title Marcia Sorrick, CFO Phone: 620-235-2217

EXEMPT REAL PROPERTY FORM

Supplemental page

If more than one building exists on a parcel identification number (PIN), please report only one building on each copy of the Exempt Real Property Form. The requested information is parcel specific. Make as many copies of this form as is necessary to report your exempt real property.

Firm Name: Miller's Inc. Parcel Id. #: 019-209-29-0-40-09-001-00-0

Docket Number: 2013 5552 EDX Exempt Period: Jan 1, 2013 - Dec 31, 2022

Legal Description:
Real Estate and Improvements -- A 30,160 s.f. building expansion known as 610 E. Jefferson St., Pittsburg, KS, located on parcel ID No. 019-209-29-0-40-09-001-00-0

Is land acquisition associated with this exemption? Yes * No

If land acquisition is associated with this exemption, then provide the following information:

What date was the land purchased? _____

What was the purchase price of the land? \$59,940

¶ If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on this parcel of land associated with this docket number:

If an improvement(s) is/are associated with this exemption, then provide the following information:

Building name and number (if applicable): Miller's Inc. (expansion)

Description of the improvement: 30,160 sf building expansion

Date of completion: October 2012

Total square footage of the improvement: 30,160

Provide the total cost of the improvement attributable to the exemption under this docket number: \$4,878,704

¶ If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on the improvement associated with this docket number:

If an in-lieu-of payment agreement is associated with this exemption provide the following information:

Amount of in-lieu-of tax payment for _____ for this parcel: \$22,793.22
Please attach a copy of the in-lieu-of tax agreement.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature Marcia Sorrick

Date: 2/5/14

Name & Title Marcia Sorrick, CFO

Phone: 620-235-2217

CITY OF PITTSBURG, KANSAS
ANNUAL RENEWAL APPLICATION RIDER

1. I (we) do hereby verify that the building and machinery and/or equipment listed on the APPLICATION FOR TAX EXEMPTION are still in use at the same location.
2. I (we) do hereby verify that the ownership of the company at the time of the APPLICATION FOR TAX EXEMPTION is still under the same ownership.
3. I (we) do hereby verify that all taxes are current.

DATED this 5th day of Feb., 2014.

Miller's Inc.

Company Name

By: Marcia Sorrick

Name: Marcia Sorrick, CFO

(Published in The Morning Sun on August 30th, 2013)

ORDINANCE NO. S-1008

AN ORDINANCE 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.

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

Section 1: In accordance with the City's Policy and Procedures adopted on November 10, 1987, the Governing Body finds that the City has received the tax exemption application fee of \$250.00, has published notice in the official city newspaper at least seven (7) days prior to this date, has held the hearing as stated in said notice, the costs and benefits analysis has been completed and reviewed, and has received a favorable recommendation from the Economic Development Revolving Loan Fund (Sales Tax) Advisory Committee relating to the request of Miller's, Inc. for an ad valorem tax exemption on the following:

IMPROVEMENTS: See that part of the Miller's, Inc. tax exemption application marked and attached hereto as Attachment A which is incorporated herein by reference.

The improvements are located at 610 East Jefferson Street, Pittsburg, Crawford County, Kansas, and more particularly described as follows:

REAL PROPERTY: See that part of the Miller's, Inc. tax exemption application marked and attached hereto as Attachment A which is incorporated herein by reference.

Section 2: For good and sufficient reasons, including the findings that it is in the best interests of the public welfare, that the property for which the exemption is granted will be used exclusively for the purposes specified in Section 13 of Article 11 of the Kansas Constitution, and that the recommendation of the Economic Development Revolving Loan Fund (Sales Tax) Advisory Committee should be accepted, Miller's, Inc. is hereby granted an ad valorem tax exemption starting with the 2013 tax year on said real estate, personal property and

improvements for a period of up to ten (10) years subject to the following criteria and conditions:

a) Miller's, Inc. make a payment in lieu of taxes based upon its personal property and the aforesaid real estate as the same existed and was valued for the most recent year prior to completing the aforesaid improvements (a copy of the assessment sheets for that year being attached hereto) in accordance with Section 9 of the City's said Policy and Procedures;

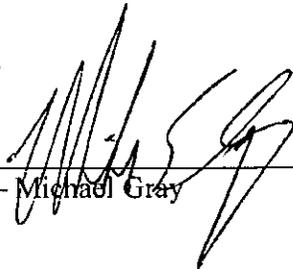
b) Miller's, Inc. submit the necessary information and a renewal application signed by a duly authorized representative of Miller's, Inc. prior to February 1st of each year for the City to annually review the tax exemption/incentive pursuant to the schedule set forth in Section 15 of said Policy and Procedures, a copy of which has been received by Miller's, Inc.; and

c) Miller's, Inc. pay the annual renewal fee of \$100.00 and continue to be in compliance with the conditions and provisions of said Policy and Procedures.

Section 3: Upon receipt of the exemption application to be filed with the County Appraiser, the City Clerk shall provide Miller's, Inc. with a published copy of this Ordinance for the applicant's use in filing its initial request for the tax exemption.

Section 4: This Ordinance shall take effect from and after its passage and its publication in the official city newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, THIS 27th DAY OF August, 2013.

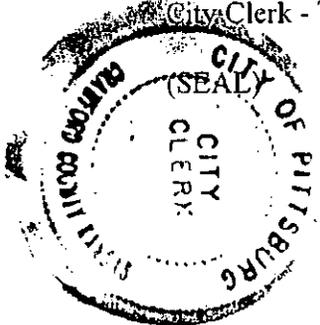


Mayor – Michael Gray

ATTEST:



City Clerk - Tammy Nagel



(Published in the morning Sun on August 30th, 2013)

ORDINANCE NO. 5-1008

AN ORDINANCE 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.

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

Section 1: in accordance with the City's Policy and Procedures adopted on November 10, 1987, the Governing Body finds that the City has received the tax exemption application fee of \$250.00, has published notice in the official city newspaper at least seven (7) days prior to this date, has held the hearing as stated in said notice, the costs and benefits analysis has been completed and reviewed, and has received a favorable recommendation from the Economic Development Revolving Loan Fund (Sales Tax) Advisory Committee relating to the request of Miller's, Inc. for an ad valorem tax exemption on the following: 1

IMPROVEMENTS: See that part of the Miller's, Inc. tax exemption application marked and attached hereto as Attachment A, which is incorporated herein by reference. The improvements are located at 610 East Jefferson Street, Pittsburg, Crawford County, Kansas, and more particularly described as follows:

REAL PROPERTY: See that part of the Miller's, Inc. tax exemption application marked and attached hereto as Attachment A which is incorporated herein by reference.

5241

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS
CRAWFORD COUNTY

} SS.

Andrew Nash, being first duly sworn, Deposes and says:

That he is Editor of The Morning Sun, a daily Newspaper printed in the State of Kansas, and published in and of general circulation in Crawford County, Kansas, with a general paid circulation on a daily basis in Crawford County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a weekly published at least weekly 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Pittsburg, Kansas, in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one (1), consecutive day, the first publication thereof being made as aforesaid on the 30th day of August, 2013 with subsequent publications being made on the following dates:

- 2nd _____ 5th _____
- 3rd _____ 6th _____
- 4th _____ 7th _____

Andrew Nash
Editor

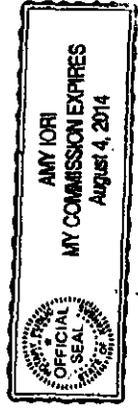
Subscribed and sworn to before me this 3rd day of September 2013

Amy Iori
Notary Public

My commission expires: 8/4/2014

Printer's fee: \$ 102.10

Additional copies \$ _____



Section 2: For good and sufficient reasons, including the findings that it is in the best interests of the public welfare, that the property for which the exemption is granted will be used exclusively for the purposes specified in Section 13 of Article 11 of the Kansas Constitution, and that the recommendation of the Economic Development Revolving Loan Fund (Sales Tax) Advisory Committee should be accepted, Miller's, Inc. is hereby granted an ad valorem tax exemption starting with the 2013 tax year on said real estate, personal property and improvements for a period of up to ten (10) years subject to the following criteria and conditions:

a) Miller's, Inc. make a payment in lieu of taxes on said real estate, personal property and the said real estate as the same existed and was valued for the most recent year prior to completing the aforesaid improvements (a copy of the assessment sheets for that year being attached hereto) in accordance with Section 9 of the City's said Policy and Procedures;

b) Miller's, Inc. submit the necessary information and a renewal application signed by a duly authorized representative of Miller's, Inc. prior to February 1st of each year for the City to annually review the tax exemption/incentive pursuant to the schedule set forth in Section 15 of said Policy and Procedures, a copy of which has been received by Miller's, Inc.; and

c) Miller's, Inc. pay the annual renewal fee of \$100.00 and continue to be in compliance with the conditions and provisions of said Policy and Procedures.

Section 3: Upon receipt of the exemption application to be filed with the County Appraiser, the City Clerk shall provide Miller's, Inc. with a published copy of this Ordinance for the applicant's use in filing its initial request for the tax exemption.

Section 4: This Ordinance shall take effect from and after its passage and its publication in the official city newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, THIS 27th DAY OF August, 2013.

Mayor - Michael Gray

ATTEST:

City Clerk - Tammy Nagel (SEAL)



DEPARTMENT OF PUBLIC UTILITIES

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: February 17, 2014

SUBJECT: Agenda Item – February 25, 2014
Sanborn Services Agreement
Bourbon-Crawford Orthophotography

Periodically, every so many years, aerial photography is obtained by Crawford County. The City of Pittsburg has participated in the past in the collection of this information. The proposed contractor, Sanborn Map Co., Inc., is headquartered in Colorado Springs Colorado. Crawford County and Bourbon County have agreed to share these costs. Crawford County's cost is \$40,320.60 mapping 590 square miles and Bourbon County's cost is \$43,395.90 mapping 635 square miles. Half of the cost for the orthophotography will be the responsibility of the City of Pittsburg with a total proposed contract of \$20,160.30. Funding for these services will be split between the various divisions of the Utilities and Public Works Departments.

The deliverables include:

- 6" color orthophotography by tile in Geo Tiff format or something similar.
- 6" color mosaic in MrSid or ER Mapper format.
- Optional Near-Infrared imagery by tile and mosaic (no additional cost) if onshore option chosen.
- Optional 4-band imagery R, G, B, NIR (no additional cost) if onshore option chosen.
- Ground control survey points in Esri shapefile or AutoCAD format.
- FGDC compliant metadata in xml format.
- Survey and aerial imagery report in digital (pdf) and hardcopy format.

Please note that the files will be Esri shapefile or AutoCAD format which is compatible with the orthophotography we are currently using.

MEMO TO: DARON HALL
FEBRUARY 17, 2014
PAGE TWO

This information is critical to be periodically updated, as our community is constantly changing and evolving, and is one of the few ways we have available to us to keep track of the altering landscape.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 25th, 2014. Action necessary will be approval or disapproval of the Services Agreement.

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

Attachments: Sanborn Services Agreement



SERVICES AGREEMENT

This Services Agreement (this "Agreement") is entered into as of the ____ day of **December, 2013** ("Effective Date") by and between The Sanborn Map Company, Inc., a Delaware corporation ("Sanborn"), and **Crawford County, Kansas and the City of Pittsburg** (separately and collectively, the "CLIENT"). There are no third parties to this Agreement nor any third party rights or benefits either expressed or implied.

RECITALS

Sanborn is in the business of creating specialized geographic information solutions products and services.

CLIENT wishes to enter into this Agreement with Sanborn in order to secure products and services from Sanborn.

CLIENT and Sanborn acknowledge the Agreement consists of the following, which are listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A Sanborn's Proposal and Fee Proposal dated October 31, 2013 for Aerial Imagery for City of Pittsburg and Crawford County, Kansas – Offshore Option, as modified and Exhibit B Compensation

NOW, THEREFORE, CLIENT and Sanborn mutually agree as follows:

Article 1 Services.

1.1 Sanborn agrees to perform those services for CLIENT that are specified in Exhibit A (the "Services") and shall deliver to CLIENT those deliverables specified in Exhibit A (the "Deliverables"). *Additional* Services and Deliverables shall be defined by CLIENT as Purchase Orders from time to time as its needs dictate. The *additional* Purchase Orders shall contain, at a minimum: (i) any "flow down" provisions from another buyer authorized to make purchases under this Agreement, if applicable, (ii) specifications, (iii) list of deliverable items and shipment instructions, (iv) acceptance criteria, and (v) schedule of deliverables. Sanborn

shall respond to such Purchase Order request(s) with a price quotation. This Agreement and any Purchase Orders issued hereunder must be signed by authorized representatives of each party with the authority to bind their respective organizations. Execution of this Agreement, or a Purchase Order issued hereunder, by both parties shall constitute a notice to proceed with the Services.

1.2 Sanborn shall use its commercially reasonable efforts to render services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry. Sanborn shall not be restricted in its use of subcontractors and suppliers (including, but not limited to, any socio-economically disadvantaged companies as defined in the U.S. System for Award Management (SAM) and/or the Small Business Administration (SBA); and any of Sanborn's qualified acquisition subcontractors) as Sanborn, in its sole discretion determines are necessary to meet its obligations under this Agreement or any Purchase Order issued hereunder.

1.3 Neither party shall be liable in damages or have the right to terminate this Agreement or any Purchase Order issued hereunder for any delay or default in performing if such delay or default is caused by events of Force Majeure. Force Majeure shall mean any events or actions beyond the reasonable control of either CLIENT or Sanborn preventing or delaying the execution of or compliance with any of the terms and conditions contained in this Agreement or any Purchase Order issued hereunder including but not limited to strikes, lockouts, labor shortages, actions or inactions of independent subcontractors and suppliers, power shortages, wars, acts of God, and governmental regulations, including the restrictions imposed by air traffic control personnel with authority over airspace required for flight operations, restricting normal operations, weather or atmospheric conditions that are not conducive for the collection of aerial imagery or terrain data in a manner that is necessary to meet or exceed the requirements of any Deliverable and inability of CLIENT to provide any specified Sources in a timely manner. Sources shall mean all information and/or materials as may be defined in this Agreement or any Purchase Order issued hereunder required to be provided by CLIENT to Sanborn for the performance of the Services.

1.4 Sanborn shall be the sole and exclusive owner of all right, title and interest in and to the work materials and Deliverables until such time as Sanborn has received full and final payment of all outstanding invoices with respect to the performance of the Services and delivery of the Deliverables hereunder. At such time as payment in full has been rendered to Sanborn, CLIENT shall have such rights, title, and interest in and to the Deliverables.

1.5 To the extent that the work materials and Deliverables are considered public domain information, Sanborn shall enjoy all rights to utilize the work materials and/or Deliverables in its business practices, without restriction. To the extent that the work materials and Deliverables are not considered public domain information, CLIENT hereby grants to Sanborn a limited, non-exclusive, nontransferable, royalty-free, worldwide, perpetual license to copy, use, create derivative works of, use derivative works of, and distribute copies of the derivative works of, same unless specified otherwise in this Agreement or any Purchase Order(s) issued hereunder. Any Products that are purchased through this Agreement or any Purchase Order issued hereunder that are the property of a third party shall be subject to the owner's license agreements.

1.6 The parties mutually agree that the database design(s) for CLIENT, if applicable, shall be as contained in the specifications in Exhibit A, and each Purchase Order issued hereunder.

1.7 The parties mutually agree that the standards for quality validation of the Deliverables shall be as contained in the Acceptance Criteria of Exhibit A, and each Purchase Order issued hereunder. CLIENT shall be responsible for evaluating and determining the adherence of the Deliverables to the Acceptance Criteria or calculating error rates for the Deliverable units under this Agreement or any Purchase Order issued hereunder within thirty (30) days of receipt. To the extent that CLIENT assigns or contracts some or all of this responsibility to any third party ("Agent") such assignment or contracting of the responsibility shall not relieve CLIENT of responsibility and liability for all acts and omissions which may constitute CLIENT's default or breach of this Agreement.

1.8 CLIENT's point of contact for Sanborn shall be:

For Crawford County, Kansas:

Kyle Nelson
GIS Director
Crawford County, KS
111 E. Forest
Girard, KS 66743
(620) 724-7155
kylnel@gmail.com

For the City of Pittsburg:

Robert Hough
GIS Manager
City of Pittsburg
201 W. 4th St, City Hall
Pittsburg, KS 66762
(620) 231-4100
Robert.hough@pittks.org

Sanborn's point of contact for CLIENT shall be:

Luiz Cortes
General Manager
Sanborn
6701 Carmel Road, Suite 301
Charlotte, NC 28226
(704) 347-4552
lcortes@sanborn.com

Article 2 Compensation. CLIENT shall pay Sanborn for the Deliverables and performance of the Services in accordance with the terms specified in Exhibit B. If CLIENT is tax exempt, it shall issue a tax exempt certificate to Sanborn upon execution of this Agreement.

Article 3 Independent Contractor Status.

3.1 Sanborn is an independent contractor and no employees, associates or agents of Sanborn shall be deemed to be an employee, associate or agent of CLIENT, or vice-versa. CLIENT and Sanborn are not and shall not be considered as employer/employee, joint adventurers, partners, or one as agent of the other under this Agreement, and neither shall have power to bind or obligate the other.

Article 4 Term and Termination.

4.1 This Agreement shall remain in effect from the date contained herein until terminated by either party by giving thirty (30) days' written notice to the other party. Upon the date so specified, Sanborn shall immediately terminate all activities on behalf of CLIENT. Notwithstanding any such termination, CLIENT shall in no event be released from its obligation to pay Sanborn for all Services performed and those in process at the time of such termination, and Deliverables delivered prior to such termination.

4.2 The provisions of Articles 1-6 shall survive any termination of this Agreement.

Article 5 Indemnification

5.1 By CLIENT. CLIENT agrees to indemnify, defend and hold harmless Sanborn and Sanborn's directors, officers, shareholders, employees, agents and affiliates from and against any and all third party actions, claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs (collectively, "Claims") arising out of or related to the acts, errors or omissions of CLIENT or any of CLIENT's officers, directors, employees, Agents or affiliates in connection with the performance of its obligations under this Agreement.

5.2 By Sanborn. Sanborn agrees to indemnify, defend and hold harmless CLIENT and CLIENT's directors, officers, shareholders, employees, agents and affiliates from and against any and all Claims arising out of or related to the acts, errors or omissions of Sanborn or any of Sanborn's officers, directors, employees, agents or affiliates in connection with the performance of its obligations under this Agreement.

5.3 Conditions of Indemnification of Third Party Claims. The obligations and liabilities of the parties hereunder with respect to Claims resulting from the assertion of liability by third parties shall be subject to the following terms and conditions:

(a) In the event that any claim or demand for which one party would be liable to the other hereunder (the "Indemnified Party" and the "Indemnifying Party" as applicable), is asserted against or sought to be collected by a third party, the Indemnified Party shall promptly notify the Indemnifying Party of such claim or demand, specifying the nature of such claim or demand and the amount or the estimated amount thereof (which estimate shall not be conclusive of the final amount of such claim or demand) (the "Claim Notice"). The Indemnifying Party

shall have ten (10) days from its receipt of the Claim Notice (the “Notice Period”) to notify the Indemnified Party (1) whether or not the Indemnifying Party disputes its liability to the Indemnified Party hereunder with respect to such claim or demand, and (2) if it does not dispute such liability, whether or not it desires, at its sole cost and expense, to defend the Indemnified Party against such claim or demand; provided, however, that the Indemnified Party is hereby authorized prior to and during the Notice Period to file any motion, answer or other pleading that it shall deem necessary or appropriate to protect its interests. In the event that the Indemnifying Party notifies the Indemnified Party within the Notice Period that Indemnifying Party desires to defend against such claim or demand, then except as hereinafter provided, the Indemnifying Party shall have the right to defend the Indemnified Party by appropriate proceedings, which proceedings shall be promptly settled or prosecuted to a final conclusion in such a manner as to avoid any risk of an Indemnified Party becoming subject to liability for any other matter. If, in the reasonable opinion of an Indemnified Party, any such claim or demand involves an issue or matter that could have a material adverse effect on the business, operations, assets, properties or prospects of an Indemnified Party or an affiliate of an Indemnified Party, such Indemnified Party shall have the right to control the defense or settlement of any such claim or demand, and its reasonable costs and expenses thereof shall be included as part of the indemnification obligations of the Indemnifying Party hereunder. If the Indemnifying Party disputes its liability with respect to such claim or demand or elects not to defend against such claim or demand, whether by not giving timely notice as provided above or otherwise, then the amount of any such claim or demand, or, if the same be contested by the Indemnifying Party or by an Indemnified Party (but the Indemnified Party shall not have any obligation to contest any such claim or demand), then that portion thereof as to which such defense is unsuccessful, shall be presumptively deemed to be a liability of the Indemnifying Party hereunder (subject, if the Indemnifying Party has timely disputed liability, to a determination that the disputed liability is covered by these indemnification provisions).

(b) In the event that an Indemnified Party should have a claim against an Indemnifying Party hereunder that does not involve a claim or demand being asserted against or sought to be collected from it by a third party, the Indemnified Party shall promptly send a Claim Notice with respect to such claim to the Indemnifying Party; provided, that the failure to so notify shall not limit the Indemnified Party’s right to indemnification unless such failure materially adversely affects the ability of the Indemnifying Party to defend such claim and then only to such extent. If the Indemnifying Party does not notify the Indemnified Party within the Notice Period that it disputes such claim, the amount of such claim shall be presumptively deemed a liability of the Indemnifying Party hereunder.

5.4 Participation; Cooperation. The Indemnified Party will at all times also have the right to participate fully in the defense at its own expense unless the third party Claim is made both against an Indemnifying Party and an Indemnified Party and the Indemnified Party has been advised by counsel that there are legal defenses available to such Indemnified Party that are materially different from those available to the Indemnifying Party, in which case the fees and expenses of one counsel in respect of such claim incurred by the Indemnified Party will be paid by Indemnifying Party. The parties will cooperate in the defense of all third-party Claims that may give rise to indemnifiable Claims hereunder. In connection with the defense of any claim, each party will make available to the party controlling such defense, any books, records or other documents within its control that are reasonably requested in the course of such defense.

5.5 Limitation on Damages. Notwithstanding any other provision of this Agreement, neither party will be liable to the other for any punitive, indirect, special, consequential or incidental damages whatsoever. Sanborn's maximum aggregate liability to CLIENT shall be limited to the aggregate dollar value of fees paid to Sanborn by CLIENT pursuant to the terms hereof. EXCEPT FOR THE EXPRESS WARRANTIES MADE OR REFERENCED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY ITEMS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

Article 6 Miscellaneous.

6.1 This Agreement is made in the State of Kansas, and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

6.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, the City of Pittsburg, Crawford County, Kansas.

6.3 This Agreement and its Exhibits contains the entire agreement between CLIENT and Sanborn and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties as described in sections 6.9 and 6.10.

6.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

6.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

6.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

6.7 Notice required under this Agreement shall be in writing and either personally delivered; sent by certified mail, return receipt requested; sent by common courier (i.e., UPS, FedEx), with proof of delivery; or sent electronically (i.e., Facsimile, Email), with delivery/read receipt/confirmation, to CLIENT at its principal executive offices or to Sanborn, Attention: Corporate Contracts at the last address filed by it in writing with CLIENT.

6.8 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors. This Agreement may be assigned by Sanborn or CLIENT to any successor.

6.9 This Agreement may only be modified through written amendment or Change Request Form as described in section 6.10, and signed by authorized representatives of the parties.

6.10 The Exhibits to this Agreement and any Purchase Order(s) issued hereunder may only be modified through the Change Request process which requires that any change to the specifications, deliverables, acceptance criteria, delivery schedule, fees or invoicing and payment terms be clearly quantified and reduced to writing utilizing a Change Request Form, and signed by authorized representatives of the parties.

6.11 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

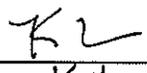
6.12 The parties acknowledge that certain equipment, products, software and technical information provided pursuant to this Agreement may be subject to United States export laws and regulations and agrees that any use or transfer of such items must be authorized by the appropriate United States government agency. The parties shall not directly or indirectly use, distribute, transfer or transmit any item and/or information (even if incorporated into other equipment, products, software or technical information) except in compliance with United States export laws and regulations.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

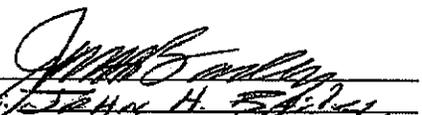
THE SANBORN MAP COMPANY, INC.

By:  Jan 7, 2014
Name: Luiz Cortes
Title: General Manager

CRAWFORD COUNTY, KANSAS

By: 
Name: Kyle Nelson
Title: GIS Director

CITY OF PITTSBURG

By: 
Name: James H. Smith
Title: President & CEO

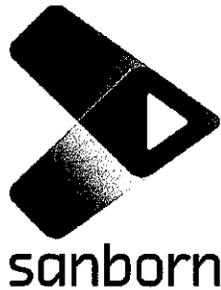


EXHIBIT A

Services and Deliverables

1. Sanborn's Proposal and Fee Proposal dated October 31, 2013 for Aerial Imagery for City of Pittsburg and Crawford County, Kansas – Offshore Option, modified as follows:

The following shall replace the "Deliverables include:" section in its entirety:

- 6" natural color (3-bands) orthophotography by tile (5,000 x 5,000) in GeoTiff format
- 6" natural color mosaic in MrSid format for the (5,000 x 5,000) GeoTiff files and:
 - Township and Range tiles in Sid format
 - Mosaic for City of Pittsburg
 - Mosaic for City of Arma
 - Mosaic for City of Girard
 - Mosaic for County
- Ortho DEM in ASCII or ERDAS Imagine format
- Ground control survey points in Esri shapefile format
- FGDC compliant metadata in xml format
- Survey and aerial imagery report in digital (pdf) and hardcopy format



EXHIBIT B

Compensation

CLIENT shall pay, and Sanborn agrees to accept as full consideration for its Services and Deliverables under Exhibit A of this Agreement, the firm-fixed price of Forty thousand Three hundred Twenty dollars and Sixty cents (**\$40,320.60**).

Mobilization costs in the amount of 10% of the total price will be invoiced and paid upon execution of this Agreement for all expenses incurred to collect the aerial data necessary for the project. Invoices shall be submitted thereafter on a monthly basis based upon the percentage of work completed.

CLIENT agrees that fifty percent (50%) of each invoice shall be submitted to Crawford County, Kansas and fifty percent (50%) of each invoice shall be submitted to the City of Pittsburgh for payment.

Payment terms are thirty (30) days from receipt of invoice. There shall be no retainage of any invoiced amount.

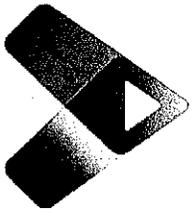
Should any of CLIENT's payments be delayed by more than thirty (30) days from their due date, Sanborn shall have the right to take any one or more of the following actions:

- Stop-work without further obligation, liability, damages or penalty until all past-due payments are received;
- Collect interest on past-due payments in accordance with applicable laws and regulations;
- File appropriate liens against Services and Deliverables for which payment has not been received;
- Terminate this Agreement and collect all payments due in accordance with section 4.1 using all methods available at law and in equity.

CLIENT shall pay, and Sanborn agrees to accept as full consideration for any *additional* Services and Deliverables under this Agreement, invoices for work performed at CLIENT's request through mutually negotiated Purchase Orders.

For any Purchase Orders that are not firm-fixed price, CLIENT shall be responsible for all costs and expenses incident to the performance of Services for CLIENT, including but not limited to,

all costs of equipment provided by Sanborn, all travel, food, lodging, all fees, fines, licenses, bonds or taxes required of or imposed against Sanborn and all other of Sanborn's costs of doing business.



sanborn

Corporate Headquarters
1935 Jamboree Drive
Suite 100
Colorado Springs, CO 80920

Phone: 719.593.0093
Toll-Free: 1.866.726.2676
Fax: 719.528.5093
www.sanborn.com

9 20, 160 30

October 31, 2013

Kyle Nelson
GIS Director
Crawford County, KS
111 E. Forest
Girard, KS 66743

Robert Hough
GIS Manager
City of Pittsburg, KS
201 W. 4th St, City Hall
Pittsburg, KS 66762

Re: Contractual Pricing for Aerial Imagery for City of Pittsburg and Crawford County, Kansas

Dear Mr. Nelson and Mr. Hough:

Thank you for providing Sanborn the opportunity to provide contractual price to the City of Pittsburg and Crawford County, Kansas for aerial photography as part of a consortium with Bourbon County, KS.

The price to acquire and deliver color orthophotography at 6" resolution is shown below. Acquisition will take place during the spring 2014 leaf-off season. Crawford County will provide recently delivered bare-earth LiDAR DTM and classified LAS files to Sanborn at no charge to be used in the ortho-rectification process. Products will be delivered approximately six months after completion of acquisition of aerial imagery. Acquisition is projected to take place in March 2014; this would put delivery no later than September 2014.

Acquisition and production parameters:

- Spring 2014 leaf-off season
- Sun-angle above 30-degrees
- Minimal clouds, haze, smoke, or fog below the plane
- Streams within their normal banks
- No snow on the ground
- Data delivered in coordinate system:
 - State Plane Kansas South
 - NAD83
 - Horizontal units in Feet
 - Or client defined projection and datum
- 6" resolution imagery
- Optional NIR imagery at no cost if onshore price is chosen
- Aerial imagery ortho-rectified to the existing LiDAR data for the county

Deliverables include:

- 6" color orthophotography by tile in GeoTiff format or something similar
- 6" color mosaic in MrSid or ER Mapper format
- Optional Near-Infrared imagery by tile and mosaic (no additional cost) if onshore option chosen
- Optional 4-band imagery R, G, B, NIR (no additional cost) if onshore option chosen
- Ground control survey points in Esri shapefile or AutoCAD format
- FGDC compliant metadata in xml format
- Survey and aerial imagery report in digital (pdf) and hardcopy format

Sanborn has provided a cost for the production work to be performed on-shore (United States) or off-shore (either China or India, Sanborn choice) as specified below. Near-Infrared (NIR) imagery can be delivered at no additional charge if the onshore option (United States) is chosen for the production phase of the project. If the offshore option (either China or India, Sanborn choice) is chosen for the production work, then no NIR option is available without an additional fee.

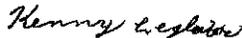
(Please choose which option you would like to use.)

Orthoimagery	Onshore		Offshore		Sq Miles
	\$/Mile	Total	\$/Mile	Total	
Crawford County 6 Inch	\$91.02	\$53,701.80	\$68.34	\$40,320.60	590
Bourbon County 6 inch	\$91.02	\$57,797.70	\$68.34	\$43,395.90	635

Please contact me, Mr. Kenny Legleiter, Director Strategic Accounts at office (913) 608-5360, cell (913) 449-4198, or email at klegleiter@sanborn.com if you have questions or need further explanation on anything stated in this letter.

Please do not distribute this document out publicly, but you may share it with employees of Bourbon County, Fort Scott, City of Pittsburg, and Crawford County, Kansas.

Sincerely,



Kenny Legleiter
Director Strategic Accounts
Office (913) 608-5360
Cell (913) 449-4198
klegleiter@sanborn.com



DEPARTMENT OF PUBLIC UTILITIES

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: February 17, 2014

SUBJECT: Agenda Item – February 25, 2014
Architectural Design Services
Armory Building FEMA Shelter

PKHLS Architecture has prepared and submitted for approval an Agreement between itself and the City of Pittsburg to provide architectural design services for the above-referenced project. The project will consist of architectural design and construction drawings for an above grade storm shelter to be designed according to FEMA requirements. The structure shall be placed adjacent to the existing Armory Building located at 15th and Pine and shall consist of an open area to accommodate 100 (+/-) occupants serving as a public storm shelter and the necessary amenities to satisfy FEMA requirements. PKHLS Architecture is proposing to provide these services for a lump sum fee of \$7,500.00.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 25th, 2014. Action necessary will be approval or disapproval of the Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City of Pittsburg.

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

Attachments: PKHLS Architectural Services Agreement



101 South Star Street
El Dorado, KS 67042
T 316.321.4774
F 316.321.7991

110 East Fourth Street
Newton, KS 67114
T 316.283.9280
F 316.283.9282

February 20, 2014

Vince E. Haines

Mr. John Bailey
City of Pittsburg
201 West 4th Street
Pittsburg, KS 66762-0688

Lester L. Limón

David A. Stewart

Re: Armory Building
FEMA Shelter

Mr. Bailey,

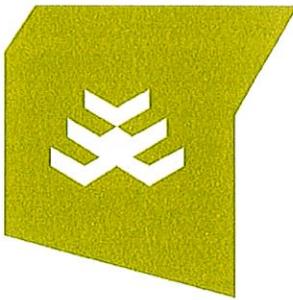
Thank you for the opportunity to provide Architectural Services for your project in Pittsburg, KS. This letter shall serve as the Agreement between PKHLS Architecture (PKHLS) and the City of Pittsburg (Client) to provide architectural design services for the above mentioned project.

A. Summary of Project

The project consists of Architectural design and construction drawings for an above grade storm shelter and shall be designed according to FEMA requirements. The structure shall be placed adjacent to the existing City owned Armory Building located at 15th Street and North Pine Street. The project shall consist of open area to accommodate 100 occupants in a public storm shelter to include the necessary amenities to satisfy FEMA requirements.

B. Scope of Services

1. Preliminary Design
 - a. Research FEMA regulations and determine applicable standards for an above grade storm shelter.
 - b. Review project standards and incorporate additional requirements as requested by the Client.
 - c. Develop Preliminary Floor Plan and Site Plan for review by Client.
 - d. Coordinate Preliminary Floor Plan and Site Plan requirements with Civil, Structural, Mechanical, and Electrical Engineers (Consulting Engineers)
 1. Civil, Structural, Mechanical, and Electrical Engineers shall be contracted under separate agreement with the Client, and are not a part of this Agreement.



2. Design Development
 - a. Develop Preliminary Floor Plan and Site Plan as approved by the Client.
 - b. Coordinate the Design Development with the Client's Consulting Engineers.
 - c. Coordinate third party Architectural Non-Structural Review per FEMA regulations.
 1. Third Party Architectural Non-Structural Review is included within this Agreement.
 - d. Develop Estimate of Probable Construction Cost.
3. Construction Documents
 - a. Develop detailed drawings.
 1. Architectural construction drawings.
 2. Bid specifications.
 3. Coordinate and assist with Plan Review for Building Permit.
 - b. Construction drawings and specifications shall be prepared by an Architect licensed in the State of Kansas.
 - c. Coordinate with Consulting Engineers as necessary.
 - d. Coordinate Third Party Architectural Non-Structural Review.
4. Bid Negotiation
 - a. Solicite competitive bids from General Contractors.
 - b. Provide plan and design interpretation during bidding.
 - c. Provide addenda as required for competitive bidding.
 - d. Review bids and provide recommendation to the Client.
5. Construction Observation
 - a. On site observation.
 1. Conduct three site visits as mutually agreed upon with Client.
 - b. Evaluate construction changes.
 - c. Review pay requests.
 - d. Provide project closeout and punch list.

C. Compensation

PKHLS Architecture proposes to provide the above outlined services for a lump sum fee of Seven Thousand Five Hundred Dollars (\$7,500.00).

1.	Design Development	\$ 500.00
2.	Construction Documents	\$ 4,500.00
3.	Bid Solicitation & Negotiation	\$ 1,000.00
4.	Construction Observation	\$ 1,500.00



D. Exclusions

The following services or items are not included in the scope of work:

1. Environmental assessments and reports.
2. Special testing required for construction.
3. Permit and review fees.
4. Topographic or boundary survey.

E. Reimbursable Expenses

The following items shall be reimbursed to PKHLS at a rate of actual cost plus ten percent (10%):

1. Printing.
2. Postage.
3. Mileage.
4. Permits and plan review fees.

F. Terms of Payments

1. PKHLS shall submit statement for payment on or about the 15th of each month for services rendered the previous calendar month.
2. Payment is due within 15 days of date of statement.
3. Statements not paid within thirty (30) days shall accrue interest at a rate of 1.5% per month.

G. Schedule

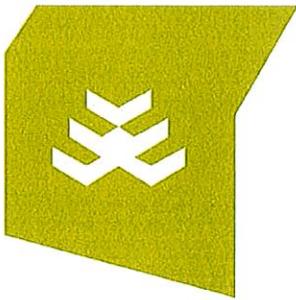
PKHLS Architecture proposes to begin the scope of work upon receipt of an executed copy of this agreement. PKHLS will work with the Client to complete the project on a mutually agreed schedule. PKHLS understands that the project has been funded through FEMA resources and that the project must proceed as quickly as possible.

H. Responsibility of Client

The Client agrees to provide the following, pursuant to PKHLS accomplishing the Scope of Services as outlined herein:

1. Access to the existing building for review by the Architect.
2. Existing conditions.
3. Utility requirements.

This letter and the "Standard Conditions" attached hereto comprise the entire agreement between the Client and PKHLS. They may be altered by supplemental agreement.



Thank you again for considering PKHLS Architecture. Please feel free to contact me if you have questions or need additional information. Return receipt of executed copy of this letter will serve as our contract and Notice to Proceed with the work.

Respectfully Submitted,

David A. Stewart, AIA
Principal
PKHLS Architecture

Accepted by:

Signature: _____

Printed Name: _____

Title: _____

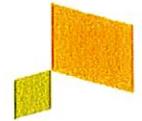
Date: _____

Encl: PKHLS 2014 Hourly Fee Schedule
Standard Conditions



101 South Star Street
 El Dorado, KS 67042
 T 316.321.4774
 F 316.321.7991

110 East Fourth Street
 Newton, KS 67114
 T 316.283.9280
 F 316.283.9282



2014 HOURLY FEE SCHEDULE

Vince E. Haines

Lester L. Limón

David A. Stewart

Principals:	Vince Haines	\$120.00 / hr
	Lester Limón	\$120.00 / hr
	David Stewart	\$120.00 / hr
Architect II:		\$100.00 / hr
Architect I:		\$ 80.00 / hr
Architect Intern:		\$ 65.00 / hr
Architectural Technician:		\$ 50.00 / hr
Construction Supervisor (other than above staff):		\$ 45.00 / hr
Clerical:		\$ 40.00 / hr
Large Format Printing - In-House:		
24" x 36" plot/copy		\$3.75 / \$5.00 / sheet
30" x 42" plot/copy		\$4.50 / \$8.00 / sheet
Half-size plot/copy		\$3.00 / sheet
Xerox Duplication - In-House:		
Black/White		\$.10 / page
Color		\$.25 / page
Postage and Handling:		Cost plus 10%
Mileage:		IRS allowed rate
Consultants (including reimbursable expenses):		Invoiced costs plus 10%

Defying gravity since 1952!

www.pkhls-architecture.com

PKHLS Architecture, P.A. STANDARD CONDITIONS

1. **STANDARD OF CARE:** PKHLS Architecture, PA, its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "PKHLS") shall provide professional services to Client, ("Client") according to the agreed upon scope of services. PKHLS will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.
2. **USE OF DOCUMENTS:** Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PKHLS is prohibited. PKHLS shall retain ownership thereof.
3. **INSURANCE:** PKHLS and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PKHLS will maintain Professional Liability Insurance for PKHLS' negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.
4. **NO GUARANTEE:** PKHLS does not provide a warranty or guarantee, express or implied for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. PKHLS does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner whether or not included in the contract documents shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.
5. **INDEMNIFICATION/HOLD HARMLESS:** PKHLS agrees to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from PKHLS' negligent acts, errors, or omissions through services provided pursuant to this Agreement by PKHLS or anyone for whom PKHLS is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PKHLS, its employees and sub-consultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PKHLS is not obligated to indemnify the Client in any manner whatsoever for the Clients' own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of PKHLS and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.
6. **ASSIGNMENT OR SUBLETTING OF CONTRACT:** Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without prior written consent of PKHLS. This Agreement shall be binding upon the Client, its successors and assigns.
7. **NON PAYMENT/TERMINATION OF AGREEMENT:** If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PKHLS may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PKHLS has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PKHLS for the value of services rendered up to the time of termination.
8. **DIFFERING SITE CONDITIONS:** The conditions at the site are the responsibility of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PKHLS shall not be liable for site/building conditions, which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold PKHLS harmless from all claims for Differing Site Conditions, provided PKHLS performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.
9. **EXTRA WORK:** Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.
10. **FORCE MAJEURE:** The Client shall not hold PKHLS responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PKHLS, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.
11. **AGREEMENT SOLELY FOR PARTIES' BENEFIT:** This agreement is solely for the benefit of PKHLS and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PKHLS or Client in favor of such third parties.
12. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, PKHLS' total liability to Client is limited to the PKHLS' fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability. In no event shall PKHLS be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

INTEROFFICE MEMORANDUM

To: City Manager Daron Hall
Chief Mendy Hulvey

From: Lieutenant Tim Tompkins

CC:

Date: Thursday, February 6, 2014

Subject: Polygraph Examination Instrument Purchase

Per your direction, I have met with Detective John Harrison in reference to purchasing a Polygraph Examination Instrument and all ancillary equipment needed to support the system. As you know, Detective Harrison is a currently certified polygraph examiner. In speaking with Investigator Harrison, he indicated he is trained on and has used exclusively the Lafayette Polygraph Instrument system. This system is the brand used by certified polygraph examiners in Kansas State agencies including the Kansas Fire Marshall's Office where Detective Harrison was working prior to being hired by our agency, as well as members of the Kansas Highway Patrol and the Kansas Bureau of Investigations.

While there are other brands of polygraph instruments available, I would recommend we focus on purchasing the Lafayette system, as that is what Detective Harrison is most familiar with, as well as it being the same system used by investigators in Kansas should he need to seek a second opinion when interpreting a test result. Therefore, I have researched the necessary system components and have received purchase quotes for a polygraph examination system. The Lafayette Polygraph instrument is available only through the Lafayette company and their sales representatives, therefore City Bid requirements for purchasing would not apply. The ancillary computer equipment used with the polygraph system was quoted by City I.T. Staff. Following is a summation of the purchase price:

Lafayette LX-5000 Polygraph Examination Instrument System	\$ 5,262.50
Stationary Subject Chair with Arm, Feet, and Seat Sensors	\$ 2,000.00
Examiner Headset for LX-5000	\$ 475.25
Pneumo-Chest Sensor extension	\$ 8.50

System Pricing Continued:

Dell Precision M6800 Laptop Computer	\$ 1,469.97
HP Laser Jet Printer and Web Camera	\$ 560.36
Polygraph Instrument Shipping	<u>\$ 125.00</u>

Total Polygraph Instrument and Equipment: \$ 9,901.58

The purchase price noted above includes all sensors, ancillary equipment and instrument software, computer and printer equipment necessary for Detective Harrison to conduct a complete polygraph examination. We chose also to quote portable equipment including a laptop computer so that Detective Harrison can perform examinations outside our agency as any need might arise. Should you have any questions, please contact me.

INTEROFFICE MEMORANDUM

To: City Manager Daron Hall
Chief Mendy Hulvey

From: Lieutenant Tim Tompkins

CC:

Date: Wednesday, February 19, 2014

Subject: Vehicle Bid Dispositions

As you know, for the past several years the Police Department has utilized the State of Kansas purchasing contract to purchase Dodge Chargers for our marked patrol car fleet. Unfortunately, in 2014 the contract was awarded to another vendor and Charger police package vehicles were not included in the current contract award. Therefore, we solicited competitive bids for the purchase of marked patrol cars as part of our yearly vehicle replacement.

For FY2014, the police department requested \$90,000 from Sales Tax Capital Outlay funds to purchase three police package vehicles and necessary equipment to outfit the patrol vehicles. Additionally, as part of the Sales Tax Initiative, the police department sought to purchase an SUV to be assigned to the expanded investigations division. The funding for this purchase will be through the sales tax initiative revenues.

Bids were solicited for this purchase of three Dodge Charger police package vehicles and one SUV, with six interested businesses submitting bids for the patrol cars and nine bidders submitting bids for the SUV. The bids were received and reviewed according to bid policy. Following is a summation of the bids received with the low bidder noted in bold for each purchase:

Patrol Cars

Landmark Dodge, Inc.
1900 Noland Road
Independence, Missouri 64055

\$23,492.79 per vehicle
\$70,478.37 Total

Joe Watt Police Cars
P. O. Box 924
Vinita, Oklahoma 74301

\$26,220 per vehicle
\$78,660 Total

Briggs Dodge
3001 S. Kansas Avenue
Topeka, Kansas 66611

\$26,135 per vehicle
\$78,405 Total

Fletcher Chrysler, Dodge, Jeep
3111 E. 32nd Street
Joplin, Missouri 64804

\$25,431 per vehicle
\$76,293 Total

Davis-Moore Automotive
6205 E. Kellogg
Wichita, Kansas 67218

\$23,750 per vehicle
\$71,250 Total

Davis-Moore Automotive (2nd)
6205 E. Kellogg
Wichita, Kansas 67218

\$24,112 per vehicle
\$72,336 Total

Overland Park Jeep Dodge Chrysler
8775 Metcalf Avenue
Overland Park, Kansas 66212

\$23,990 per vehicle
\$71,970 Total

SUV Purchase

Landmark Dodge, Inc.
1900 S. Nolan Road
Independence, Missouri 64055

\$27,013 Total

Overland Park Jeep Dodge Chrysler
8775 Metcalf Avenue
Overland Park, Kansas 66212

\$27,700 Total

Mike Carpino Ford
P. O. Box 48
Columbus, Kansas 66725

\$25,908 Total

Pittsburg Ford
1097 S. 69 highway
Pittsburg, Kansas 66762

\$29,302 Total (XLT model)
\$27,083 Total (Base model)

Briggs Dodge
3001 S. Kansas Avenue
Topeka, Kansas 66611

\$25,896 Total

Fletcher Chrysler, Dodge, Jeep
3111 E. 32nd Street
Joplin, Missouri 64804

\$27,355 Total

**Shawnee Mission Ford
11501 Shawnee Mission Parkway
Shawnee, Kansas 66203**

\$25,586 Total

Davis-Moore Automotive
6205 E. Kellogg
Wichita, Kansas 67218

\$27,555 Total

Olathe Ford Sales, Inc.
1845 E. Santa Fe
Olathe, Kansas 66062

\$26,434 Total

Staff reviewed all bids received and found all bids were submitted as required and met vehicle bid specifications. Therefore, staff would make the following recommendations:

The bid for purchase of three Dodge Charger Patrol cars be awarded to Landmark Dodge of Independence, Missouri based on their low bid of \$70,478.37.

The bid for the purchase of an SUV for the Investigations Division be awarded to Shawnee Mission Ford of Shawnee, Kansas based on their low bid of \$25,586.

Should you have any questions concerning my recommendation, please contact me at your convenience.



**Recapitulation of Bids
Purchase of three 2014 Dodge Chargers
Police Department
Tuesday, February 18th, 2014 - 2:00 p.m.**

Name & Address of Bidder	Total Amount Bid	Days for Delivery
Landmark Dodge, Inc. 1900 South Noland Independence, Missouri 64055	\$70,478.37	Now - 120
Joe Watt Police Cars P.O. Box 924 Vinita, Oklahoma 74301	\$78,660.00	-
Briggs Dodge Topeka 3001 South Kansas Avenue Topeka, Kansas 66611	\$78,405.00	60-90
Fletcher Chrysler Dodge Jeep & Ram 3111 East 32 nd Street Joplin, Missouri 64804	\$76,293.00	90
Davis-Moore Automotive 6205 East Kellogg Wichita, Kansas 67218	\$71,250.00	1
	\$72,336.00	60
Overland Park Jeep Dodge Chrysler 8775 Metcalf Overland Park, Kansas 66212	\$71,970.00	90-120



Recapitulation of Bids
Purchase of a 2014 SUV - Police Department
Tuesday, February 18th, 2014 - 2:00 p.m.

Name & Address of Bidder	Total Amount Bid	Days for Delivery
Landmark Dodge, Inc. 1900 South Noland Independence, Missouri 64055	\$27,013.00	90-120
Overland Park Jeep Dodge Chrysler 8775 Metcalf Overland Park, Kansas 66212	\$27,700.00	90-120
Mike Carpino Ford, Inc. P.O. Box 48 Columbus, Kansas 66725	\$25,908.00	60-120
Pittsburg Ford 1097 South Highway 69 Pittsburg, Kansas 66762	\$29,302.00 \$27,083.00	- -
Briggs Dodge Topeka 3001 South Kansas Avenue Topeka, Kansas 66611	\$25,896.00	60-90
Fletcher Chrysler Dodge Jeep & Ram 3111 East 32 nd Street Joplin, Missouri 64804	\$27,355.00	90
Shawnee Mission Ford 11501 Shawnee Mission Parkway Shawnee, Kansas 66203	\$25,586.00	90-120
Davis-Moore Automotive 6205 East Kellogg Wichita, Kansas 67218	\$27,555.00	60-75
Olathe Ford Sales, Inc. 1845 East Santa Fe Olathe, Kansas 66062	\$26,434.00	60-100

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6922	ROBERT D MCDANIEL							
6922	ROBERT D MCDANIEL							
	M-CHECK	UNPOST	V 2/07/2014			172203		711.50
	C-CHECK		V 2/07/2014			172260		
	C-CHECK		V 2/07/2014			172261		
	C-CHECK		V 2/07/2014			172273		
	C-CHECK		V 2/07/2014			172274		
	C-CHECK		V 2/07/2014			172275		
	C-CHECK		V 2/07/2014			172276		
	C-CHECK		V 2/07/2014			172277		
	C-CHECK		V 2/07/2014			172279		
	C-CHECK		V 2/07/2014			172280		
	C-CHECK		V 2/07/2014			172281		

* * 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:	11	VOID DEBITS 0.00 VOID CREDITS 711.50	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		11	0.00	0.00	0.00
BANK: *	TOTALS:	11	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0523	AT&T	R	2/07/2014			172259		3,739.14
1	BERNAL, DANIEL LOPEZ	R	2/07/2014			172262		429.00
4263	COX COMMUNICATIONS KANSAS LLC	R	2/07/2014			172263		1,399.09
3466	KANSAS DEPT OF AGRICULTURE	R	2/07/2014			172264		335.00
1	LOPEZ, FELIPE LUIS	R	2/07/2014			172265		429.00
6817	LYNN JENKINS OFFICE SUPPLY ACC	R	2/07/2014			172266		63.00
6922	ROBERT D MCDANIEL	R	2/07/2014			172267		711.50
6987	ROBERT E NANCE	R	2/07/2014			172268		20,000.00
6858	KEN NORDYKE	R	2/07/2014			172269		10.00
0175	REGISTER OF DEEDS	R	2/07/2014			172270		12.00
0175	REGISTER OF DEEDS	R	2/07/2014			172271		39.59
5589	VERIZON WIRELESS SERVICES, LLC	R	2/07/2014			172272		7,697.04
1108	WESTAR ENERGY	R	2/07/2014			172278		102,622.31
3465	KANSAS DEPARTMENT OF TRANSPORT	R	2/12/2014			172283		118,000.00
3516	CITY OF PITTSBURG	R	2/14/2014			172301		100.00
4263	COX COMMUNICATIONS KANSAS LLC	R	2/14/2014			172302		73.33
6994	D&D CONSTRUCTION	R	2/14/2014			172303		17,200.00
5280	KANSAS BOARD OF TAX APPEALS	R	2/14/2014			172304		400.00
2877	KDHE - BUREAU OF WATER	R	2/14/2014			172305		25.00
2877	KDHE - BUREAU OF WATER	R	2/14/2014			172306		25.00
1050	KPERS	R	2/14/2014			172307		542.08
1	MEZA, MARIE	R	2/14/2014			172308		1,050.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0175	REGISTER OF DEEDS	R	2/14/2014			172309		16.00
0175	REGISTER OF DEEDS	R	2/14/2014			172310		9.00
0175	REGISTER OF DEEDS	R	2/14/2014			172311		32.00
1	RIDDLE, ANNA	R	2/14/2014			172312		250.00
7135	STEPHANIE GARRISON	R	2/14/2014			172313		16.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	2/14/2014			172314		88.25
5589	VERIZON WIRELESS SERVICES, LLC	R	2/14/2014			172315		193.32
5371	PITTSBURG FAMILY YMCA	R	2/14/2014			172316		112.14
7136	ZACK DAINTY	R	2/14/2014			172317		16.00
2876	A-PLUS CLEANERS & LAUNDRY	R	2/18/2014			172319		809.00
2004	AIRE-MASTER OF AMERICA, INC.	R	2/18/2014			172320		15.91
6396	RONALD K ALBERTINI	R	2/18/2014			172321		280.00
6276	B&H CONSTRUCTION CO INC	R	2/18/2014			172322		2,525.00
5966	BOBCAT OF SPRINGFIELD, INC	R	2/18/2014			172323		1,432.13
0748	CONRAD FIRE EQUIPMENT INC	R	2/18/2014			172324		39.36
6828	GENERAL ATOMICS INT'L SERVICES	R	2/18/2014			172325		1,829.26
0021	CUES	R	2/18/2014			172326		187.24
7034	DEZURIK, INC	R	2/18/2014			172327		969.45
7116	EMC INSURANCE COMPANIES	R	2/18/2014			172328		500.00
0118	FED EX	R	2/18/2014			172329		33.79
2019	GFOA	R	2/18/2014			172330		150.00
0082	K.D.A.	R	2/18/2014			172331		160.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0089	KANSAS ASSOCIATION CHIEFS OF P	R	2/18/2014			172332		190.00
5673	KANSAS ASSOCIATION OF AIRPORTS	R	2/18/2014			172333		100.00
1991	KANSAS OFFICE OF STATE FIRE MA	R	2/18/2014			172334		210.00
6656	KNIPP EQUIPMENT INC	R	2/18/2014			172335		612.00
6750	HW LOCHNER, BWR DIVISION	R	2/18/2014			172336		12,911.06
6594	NORTHERN LIGHTS DISPLAY LLC	R	2/18/2014			172337		345.00
7126	RASCHIG USA, INC	R	2/18/2014			172338		23,758.00
7096	RED GIANT OIL, INC	R	2/18/2014			172339		547.40
6716	SID BOEDEKER SAFETY SHOE SERVI	R	2/18/2014			172340		120.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	2/18/2014			172341		382.00
7099	TASER INERNATIONAL, INC.	R	2/18/2014			172342		162.71
4841	THE BOLTON LAW FIRM, LLC	R	2/18/2014			172343		409.20
6957	U.S. BANK	R	2/18/2014			172344		263.56
0011	AMERICAN ELECTRIC INC	E	2/12/2014			999999		57.47
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	2/12/2014			999999		229.76
0046	ETTINGERS OFFICE SUPPLY	E	2/12/2014			999999		12,381.66
0055	JOHN'S SPORT CENTER	E	2/12/2014			999999		747.43
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	2/12/2014			999999		3,078.48
0063	LOCKE WHOLESALE SUPPLY	E	2/12/2014			999999		88.03
0065	KONE INC.	E	2/12/2014			999999		2,846.19
0077	THE LITTLE SHOP OF FLOWERS	E	2/12/2014			999999		45.00
0078	SUPERIOR LINEN SERVICE	E	2/12/2014			999999		417.39

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0084	INTERSTATE EXTERMINATOR, INC.	E	2/12/2014			999999		487.00
0087	FORMS ONE	E	2/12/2014			999999		1,284.80
0088	D & H LEASING INC	E	2/12/2014			999999		265.90
0101	BUG-A-WAY INC	E	2/12/2014			999999		50.00
0105	PITTSBURG AUTOMOTIVE INC	E	2/12/2014			999999		2,668.24
0112	MARRONES INC	E	2/12/2014			999999		244.85
0117	THE MORNING SUN	E	2/12/2014			999999		236.93
0145	BROADWAY LUMBER COMPANY, INC.	E	2/12/2014			999999		431.58
0154	BLUE CROSS & BLUE SHIELD	D	2/06/2014			999999		59,306.61
0154	BLUE CROSS & BLUE SHIELD	D	2/07/2014			999999		4,964.69
0154	BLUE CROSS & BLUE SHIELD	D	2/14/2014			999999		7,894.62
0181	INGRAM	E	2/12/2014			999999		29.66
0183	PRO-PRINT INC	E	2/12/2014			999999		69.00
0199	KIRKLAND WELDING SUPPLIES	E	2/12/2014			999999		70.75
0200	SHERWIN WILLIAMS COMPANY	E	2/12/2014			999999		371.60
0224	KDOR	D	2/11/2014			999999		1,234.68
0224	KDOR	D	2/13/2014			999999		4,379.39
0292	UNIFIRST CORPORATION	E	2/12/2014			999999		165.40
0294	COPY PRODUCTS, INC.	E	2/12/2014			999999		1,884.11
0300	PITTSBURG FORD-MERCURY, INC.	E	2/12/2014			999999		1,765.69
0321	KP&F	D	2/14/2014			999999		38,886.09
0329	O'MALLEY IMPLEMENT CO INC	E	2/12/2014			999999		78.98

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0335	CUSTOM AWARDS PLUS INC	E	2/12/2014			999999		38.85
0339	GENERAL MACHINERY	E	2/12/2014			999999		708.40
0375	CONVENIENT WATER COMPANY	E	2/12/2014			999999		65.00
0420	CONTINENTAL RESEARCH CORP	E	2/12/2014			999999		158.32
0422	HIGHSMITH, LLC	E	2/12/2014			999999		296.52
0436	ZEP MANUFACTURING COMPANY, INC	E	2/12/2014			999999		118.10
0455	LARRY BARRETT BODY * FRAME * T	E	2/12/2014			999999		1,616.10
0507	SOUTHEAST KANSAS REGIONAL PLAN	E	2/12/2014			999999		5,691.60
0512	CALIFORNIA CONTRACTORS SUPPLIE	E	2/12/2014			999999		361.20
0534	TYLER TECHNOLOGIES INC	E	2/12/2014			999999		390.00
0585	MOLLE MC AUTOMOTIVE INC	E	2/12/2014			999999		401.53
0589	BERRY TRACTOR & EQUIPMENT	E	2/12/2014			999999		568.59
0659	PAYNES INC	E	2/12/2014			999999		32.50
0728	ICMA	D	2/14/2014			999999		948.93
0785	REDICO INDUSTRIAL SUPPLY INC	E	2/12/2014			999999		144.00
0823	TOUCHTON ELECTRIC INC	E	2/12/2014			999999		60.00
0844	HY-FLO EQUIPMENT CO	E	2/12/2014			999999		343.30
0867	CUMMINS CENTRAL POWER LLC	E	2/12/2014			999999		568.55
1050	KPERS	D	2/14/2014			999999		35,864.24
1327	KBI	E	2/12/2014			999999		17,211.00
1478	KANSASLAND TIRE OF PITTSBURG	E	2/12/2014			999999		1,946.98
1490	ESTHERMAE TALENT	E	2/12/2014			999999		25.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1875	CITY DIRECTORIES	E	2/12/2014			999999		872.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	2/12/2014			999999		3,988.45
2111	DELL MARKETING L.P.	E	2/12/2014			999999		999.90
2841	KDHE	E	2/12/2014			999999		1,147.00
2960	PACE ANALYTICAL SERVICES INC	E	2/12/2014			999999		803.00
3126	W.W. GRAINGER, INC	E	2/12/2014			999999		173.70
3142	COMMUNITY MENTAL HEALTH CENTER	E	2/12/2014			999999		150.00
3248	AIRGAS USA LLC	E	2/12/2014			999999		3,012.34
3802	BRENNTAG MID-SOUTH INC	E	2/12/2014			999999		2,790.00
3971	FASTENAL COMPANY	E	2/12/2014			999999		1,019.99
3972	WASHINGTON ELECTRONICS INC	E	2/12/2014			999999		2,370.42
4133	T.H. ROGERS HOMECENTER	E	2/12/2014			999999		90.43
4307	HENRY KRAFT, INC.	E	2/12/2014			999999		241.28
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	2/12/2014			999999		8.94
4501	JAMES D PATTERSON	E	2/12/2014			999999		6.00
4638	SOUND PRODUCTS	E	2/12/2014			999999		47.74
4698	THE MORNING SUN	E	2/12/2014			999999		158.07
4711	PENGUIN RANDOM HOUSE, LLC	E	2/12/2014			999999		52.50
4766	ACCURATE ENVIRONMENTAL	E	2/12/2014			999999		158.11
5185	FERGUSON ENTERPRISES INC	E	2/12/2014			999999		5,505.81
5275	US LIME COMPANY-ST CLAIR	E	2/12/2014			999999		4,093.11
5340	COMMERCE BANK TRUST	E	2/07/2014			999999		119,918.29

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5420	AQUIONICS INC	E	2/12/2014			999999		1,623.69
5486	DUSTIN WALKER	E	2/12/2014			999999		340.00
5552	NATIONAL SIGN CO INC	E	2/12/2014			999999		753.15
5668	COUNTRYSIDE ANIMAL HOSPITAL OF	E	2/12/2014			999999		89.36
5706	S THOMPSON LLC	E	2/12/2014			999999		887.50
5725	RED THE UNIFORM TAILOR INC	E	2/12/2014			999999		473.52
5855	SHRED-IT USA INC	E	2/12/2014			999999		500.82
5904	TASC	D	2/14/2014			999999		7,600.26
6175	HENRY C MENGHINI	E	2/12/2014			999999		360.00
6193	JOHNSEN CORROSION ENGINEERING,	E	2/12/2014			999999		3,021.00
6415	ING FINANCIAL ADVISORS	D	2/14/2014			999999		3,502.00
6805	WELLNESS INNOVATIONS & NURSING	D	2/13/2014			999999		2,950.00
6952	ADP INC	D	2/07/2014			999999		587.65
7121	GRAY MANUFACTURING, INC	E	2/12/2014			999999		1,904.00
7123	RECREONICS, INC	E	2/12/2014			999999		192.72
7128	SWABY MFG	E	2/12/2014			999999		161.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	57	324,576.86	0.00	324,576.86
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	12	168,119.16	0.00	168,119.16
EFT:	79	218,669.73	14.45CR	218,655.28
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		148	711,365.75	14.45CR	711,351.30
BANK: 80144	TOTALS:	148	711,365.75	14.45CR	711,351.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0011	AMERICAN ELECTRIC INC	E	2/10/2014			999999		192.50
0011	AMERICAN ELECTRIC INC	E	2/18/2014			999999		629.25
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	2/10/2014			999999		1,289.00
0105	PITTSBURG AUTOMOTIVE INC	E	2/18/2014			999999		469.58
0194	KANSAS STATE TREASURER	E	2/10/2014			999999		4,259.00
0196	SPRING RIVER MENTAL HEALTH & W	E	2/10/2014			999999		25.00
0199	KIRKLAND WELDING SUPPLIES	E	2/10/2014			999999		6.00
0337	CROSS-MIDWEST TIRE	E	2/10/2014			999999		1,827.85
0339	GENERAL MACHINERY	E	2/10/2014			999999		56.80
0345	VICTOR L PHILLIPS CO	E	2/10/2014			999999		249.46
0577	KANSAS GAS SERVICE	E	2/18/2014			999999		37,930.98
0589	BERRY TRACTOR & EQUIPMENT	E	2/18/2014			999999		249.90
0620	APCO INTERNATIONAL, INC.	E	2/18/2014			999999		92.00
0746	CDL ELECTRIC COMPANY INC	E	2/18/2014			999999		359.52
0844	HY-FLO EQUIPMENT CO	E	2/18/2014			999999		1,300.00
1327	KBI	E	2/10/2014			999999		278.00
2767	BRENNTAG SOUTHWEST, INC	E	2/10/2014			999999		1,621.80
2921	DP2 BILLING SOLUTIONS, LLC	E	2/10/2014			999999		4,538.54
3142	COMMUNITY MENTAL HEALTH CENTER	E	2/10/2014			999999		25.00
3971	FASTENAL COMPANY	E	2/18/2014			999999		565.57
4618	TRESA NOYES	E	2/10/2014			999999		628.00
5129	VANCE BROTHERS, INC.	E	2/10/2014			999999		900.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5195	FERN AND ANGERMAYER LLC	E	2/10/2014			999999		600.00
5275	US LIME COMPANY-ST CLAIR	E	2/10/2014			999999		4,029.05
5482	JUSTIN HART	E	2/10/2014			999999		59.99
5800	INFRASTRUCTURE TECHNOLOGIES LL	E	2/10/2014			999999		4,890.00
6192	KATHLEEN CERNE	E	2/10/2014			999999		600.00
6198	CHARLES HOSMAN	E	2/10/2014			999999		2,890.00
6630	PATRICK WALKER	E	2/10/2014			999999		49.99
6936	HAWKINS INC	E	2/18/2014			999999		393.92
7028	MATTHEW L. FRYE	E	2/10/2014			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	2/18/2014			999999		36.00
7043	DREXEL TECHNOLOGIES	E	2/18/2014			999999		186.50
7131	PITTSBURG FARMERS MARKET, INC	E	2/10/2014			999999		41,000.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	34	112,630.36	1.16CR	112,629.20
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: EFT TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	34	112,630.36	1.16CR	112,629.20
BANK: EFT TOTALS:	34	112,630.36	1.16CR	112,629.20

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0021	CUES	R	2/07/2014			172282		1,302.96
6716	SID BOEDEKER SAFETY SHOE SERVI	R	2/14/2014			172318		120.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	1,422.96	0.00	1,422.96
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:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			2	1,422.96	0.00	1,422.96
BANK: MAN	TOTALS:		2	1,422.96	0.00	1,422.96
REPORT TOTALS:			195	825,419.07	15.61CR	825,403.46

Passed and approved this 25th day of February, 2014.

Michael E. Gray, Mayor

ATTEST:

Joye VanGorden, Deputy City Clerk



Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: February 19, 2014

SUBJECT: Agenda Item – February 25, 2014
ROW Acquisition
Broadway and 20th Intersection Improvements
KDOT Project No. 19 U-0065-01

In accordance with procedures for right-of-way acquisition established for State and Federal funded projects, City staff has sent a written offer for the right-of-way acquisition to those property owners who own property needed for the Broadway and 20th Intersection Improvements Project. This offer was determined by the appraisal of the property by a certified appraiser. Along with the written offer for the acquisition of the easements, staff included information about the appraisal process and a brochure explaining their rights.

The City was able to acquire many of the tracts of land at the appraisal price. There were several tracts of land where the property owner submitted justification for additional compensation. The staff has negotiated a counteroffer for these properties based on the justification. Below you will find the listing of the tracts of land necessary for the construction of the Broadway and 20th Intersection Improvements, the owner(s) and the amount of compensation for the easements.

TRACT	OWNER	OFFER TYPE	AMOUNT
1	Michael Creel	A	\$ 435.00
2	James Vaughn	A	\$ 200.00
3	Mark Strasser	A	\$ 200.00
4-7	Thomas Loughmiller	C	\$19,595.00
8	Cole WG Pittsburg KS DST (Walgreens)	C	\$22,866.00
10	Robert Revell	A	\$ 200.00
11	Hilary Unruh	C	\$ 500.00

DARON HALL
FEBRUARY 19, 2014
PAGE TWO

TRACT	OWNER	OFFER TYPE	AMOUNT
12	Doris K. Castagno Living Trust (Jim's Steak House)	C	\$ 60,000.00
14	Family Video	C	\$ 6,185.00
15	Reyes Garcia Rueda	A	\$ 200.00
16	Scott Lechner	A	\$ 200.00
TOTAL EASEMENTS			\$110,581.00

A - Accepted Appraised Amount
C - Accepted Counteroffer

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 25th, 2014. Action being requested is to approve or disapprove the acquisition of properties necessary for the Broadway and 20th Intersection Improvements Project.

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



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Chamber President/Economic Development Director

DATE: February 19, 2014

SUBJECT: February 25, 2014 Agenda Item
YMCA expansion project

At its February 12, 2014, meeting, the EDAC considered a request from the Pittsburg Family YMCA to help with a 4,000 square foot, planned expansion of the gymnastics area. While preparing for construction, the YMCA's contractor (Tri-State Building) discovered an underground storm drain issue that will cost approximately \$50,000 to repair or move. This estimate was provided by the City's utilities division.

The EDAC took into consideration that the Revolving Loan Fund (RLF) has been utilized in the past to assist with infrastructure issues related to an expanding business and that the YMCA does not plan to request any additional incentives related to their expansion. The EDAC ultimately voted unanimously to recommend commitment of up to \$50,000 to assist specifically with the underground storm drain issue.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 25, 2014. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



DEPARTMENT OF PUBLIC UTILITIES

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: February 10, 2014

SUBJECT: Agenda Item – February 25, 2014
Second Amendment to the Loan Agreement
Wastewater Treatment Improvements
KWPCRF Project No. C20 1656 01

The Kansas Department of Health and Environment has provided the City with the Second Amendment to the Loan Agreement for the Kansas Water Pollution Control Revolving Fund (KWPCRF) to the City of Pittsburg for the wastewater treatment improvements project. This Amendment increases the Loan Amount by \$500,000 for a total Loan Amount of \$4,500,000 to reflect additional scope of work for the project (construction of communications capabilities between its pump stations, treatment plants and associated critical components of the Utilities Department) and also adjusts the repayment schedule in Exhibit B to reflect the increase in the Loan Amount. The semi-annual loan repayment amount will be increased from \$129,715.61 (\$259,431.22 per year) to \$139,566.37 (\$279,132.74 per year) beginning with the repayment dated March 1, 2015.

Since this Amendment increases the Loan Amount and repayment amount, it will be necessary for the Governing Body to pass Ordinance No. S-1013 on FIRST AND ONLY READING authorizing the execution of the Second Amendment to the Loan Agreement; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the Second Amendment to the Loan Agreement.

MEMO TO: DARON HALL
FEBRUARY 10, 2014
PAGE TWO

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 25th, 2014. Action necessary will be approval or disapproval of the Second Amendment to the Loan Agreement and, if approved, pass Ordinance No. S-1013 on FIRST AND ONLY READING authorizing the Mayor to execute the Second Amendment to the Loan Agreement; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the Second Amendment to the Loan Agreement.

In addition, it will also be necessary for the City Attorney to execute the Form of Opinion of Municipality's Counsel and the City Clerk should provide an excerpt of the minutes regarding the Governing Body's decision in this regard when the executed documents are returned to KDHE.

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

Attachments: Second Amendment to the Loan Agreement
 Ordinance No. S-1013

=====

SECOND AMENDMENT TO THE
LOAN AGREEMENT

By and Between

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS

AND

PITTSBURG, KANSAS
KWPCRF PROJECT NO.: C20 1656 01

ORIGINAL LOAN AGREEMENT
EFFECTIVE AS OF APRIL 15, 2005

AMENDMENT NO.: 2
EFFECTIVE AS OF JANUARY 23, 2014

=====

Second Amendment to
the Loan Agreement by and between the
Kansas Department of Health and Environment
Acting on Behalf of the State of Kansas
and Pittsburg, Kansas
Effective as of January 23, 2014

WHEREAS, the City of Pittsburg, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of April 15, 2005 (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the Municipality, KWPCRF Project No. C20 1656 01; and

WHEREAS, the Municipality and KDHE hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, pursuant to Section 6.04 of the Loan Agreement, this Second Amendment to the Loan Agreement has been duly authorized and approved by the Kansas Development Finance Authority (attached hereto as Exhibit 1).

WHEREAS, this Second Amendment to the Loan Agreement is entered into and effective as of January 23, 2014;

THEREFORE, the Loan Agreement is amended as follows:

SECTION 1. Article II, Loan Terms, Section 2.01, Amount of Loan and Exhibit(s) B, F and G of the LOAN AGREEMENT BY AND BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND PITTSBURG, KANSAS is hereby amended to read as set forth on the pages attached hereto.

SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Second Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of January 23, 2014.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By Robert Masum
Secretary

"KDHE"

Date: 1/31/2014

PITTSBURG, KANSAS

By _____
Title: _____

(Seal)

ATTEST:

By _____
Title: _____

The "Municipality"

Date: _____

CONSENT OF THE KANSAS DEVELOPMENT FINANCE AUTHORITY
FOR EXECUTION OF THE SECOND AMENDMENT TO THE LOAN AGREEMENT
BY AND BETWEEN
THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
AND PITTSBURG, KANSAS

WHEREAS, pursuant to the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 et seq. (the "Act"), the State of Kansas has established the Kansas Water Pollution Control Revolving Fund for the purposes of the Federal Water Quality Act of 1987 to be administered and managed by the Secretary of the Kansas Department of Health and Environment ("KDHE"); and

WHEREAS, the Kansas Development Finance Authority (the "Authority"), the Kansas Department of Administration, and the Secretary of KDHE have entered into an Inter-Agency Agreement dated as of March 1, 1999, and a Pledge Agreement as amended, pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for Wastewater Treatment Projects and to pledge the interest portion of the Loan Repayments received pursuant to such Loan Agreements and certain other revenues to the Authority and the Authority, in turn, pledges its rights to the Revenues under the Agreement to the payment of the principal of, premium, if any, and interest on the Bonds issued for the purpose of loaning the proceeds thereof to the participating municipalities; and

WHEREAS, based on said Pledge Agreement, KDHE has entered into a Loan Agreement effective April 15, 2005 with Pittsburg, Kansas (the Municipality) for the benefit of KWPCRF Project No. C20 1957 01; and

WHEREAS, KDHE has expressed the need and intent to amend certain provisions and exhibits of said Loan Agreement with the Municipality in the form as set forth in a Second Amendment to the Loan Agreement as attached hereto; and

WHEREAS, pursuant to Section 6.04 of the Loan Agreement, the Authority must consent, in writing, to any amendment, supplement or modifications to the Loan Agreement.

WITNESSETH, the Kansas Development Finance Authority hereby agrees as follows:

- (1) The Authority acknowledges receipt of the Second Amendment to the Loan Agreement between the Kansas Department of Health and Environment and Pittsburg, Kansas effective as of January 23, 2014;
- (2) The Authority consents to the execution of the Second Amendment to the Loan Agreement by KDHE and the Municipality.

KANSAS DEVELOPMENT FINANCE AUTHORITY

By Re L Fink
Executive Vice-President

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, KDHE will loan an amount not to exceed ~~Four Million Dollars [\$4,000,000]~~ Four Million Five Hundred Thousand Dollars (\$4,500,000) to the Municipality to pay the costs of the Project described in Exhibit A hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (Exhibit B hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. An amendment to Exhibit B must be accomplished by an Amendment to the Loan Agreement executed by all parties.

EXHIBIT B

LOAN REPAYMENT SCHEDULE (See Page 7)

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue.

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

Loan Repayment Schedule

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in Section 2.02 hereof.

KANSAS WATER POLLUTION CONTROL REVOLVING LOAN FUND

Project Principal: 4,481,517.90
 Interest During Const.: 16,751.56
 Service Fee During Const.: 1,730.54
 Gross Loan Costs: 4,500,000.00

Estimated Draws - Actual Interest Rate
 Amortization of Loan Costs - AMENDED

Prepared for:
 City of Pittsburg, Project No. C20 1656-01

1/23/2014 Gross Rate: 2.67%
 Service Fee Rate: 0.25% 1st Payment Date: 3/1/2008
 Loan Interest Rate: 2.42% Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	3/1/2008	4,500,000.00	12,972.82	115,402.62	1,340.17	129,715.61	4,384,597.38
2	9/1/2008	4,384,597.38	13,459.23	114,865.96	1,390.42	129,715.61	4,269,731.42
3	3/1/2009	4,269,731.42	14,386.42	113,842.99	1,486.20	129,715.61	4,155,888.43
4	9/1/2009	4,155,888.43	16,324.23	111,704.99	1,686.39	129,715.61	4,044,183.44
5	3/1/2010	4,044,183.44	16,686.91	111,304.85	1,723.85	129,715.61	3,932,878.59
6	9/1/2010	3,932,878.59	20,729.55	106,844.58	2,141.48	129,715.61	3,826,034.01
7	3/1/2011	3,826,034.01	25,756.90	101,297.87	2,660.84	129,715.61	3,724,736.14
8	9/1/2011	3,724,736.14	25,758.64	101,295.95	2,661.02	129,715.61	3,623,440.19
9	3/1/2012	3,623,440.19	24,532.96	102,648.25	2,534.40	129,715.61	3,520,791.94
10	9/1/2012	3,520,791.94	23,372.58	103,928.50	2,414.53	129,715.61	3,416,863.44
11	3/1/2013	3,416,863.44	29,408.08	97,269.51	3,038.02	129,715.61	3,319,593.93
12	9/1/2013	3,319,593.93	30,429.51	96,142.55	3,143.55	129,715.61	3,223,451.38
13	3/1/2014	3,223,451.38	39,003.76	86,682.54	4,029.31	129,715.61	3,136,768.84
14	9/1/2014	3,136,768.84	37,954.90	87,839.75	3,920.96	129,715.61	3,048,929.09
15	3/1/2015	3,048,929.09	36,892.04	98,863.17	3,811.16	139,566.37	2,950,065.92
16	9/1/2015	2,950,065.92	35,695.80	100,182.99	3,687.58	139,566.37	2,849,882.93
17	3/1/2016	2,849,882.93	34,483.58	101,520.44	3,562.35	139,566.37	2,748,362.49
18	9/1/2016	2,748,362.49	33,255.19	102,875.73	3,435.45	139,566.37	2,645,486.76
19	3/1/2017	2,645,486.76	32,010.39	104,249.12	3,306.86	139,566.37	2,541,237.64
20	9/1/2017	2,541,237.64	30,748.98	105,640.84	3,176.55	139,566.37	2,435,596.80
21	3/1/2018	2,435,596.80	29,470.72	107,051.15	3,044.50	139,566.37	2,328,545.65
22	9/1/2018	2,328,545.65	28,175.40	108,480.29	2,910.68	139,566.37	2,220,065.36
23	3/1/2019	2,220,065.36	26,862.79	109,928.50	2,775.08	139,566.37	2,110,136.86
24	9/1/2019	2,110,136.86	25,532.66	111,396.04	2,637.67	139,566.37	1,998,740.82
25	3/1/2020	1,998,740.82	24,184.76	112,883.18	2,498.43	139,566.37	1,885,857.64
26	9/1/2020	1,885,857.64	22,818.88	114,390.17	2,357.32	139,566.37	1,771,467.47
27	3/1/2021	1,771,467.47	21,434.76	115,917.28	2,214.33	139,566.37	1,655,550.19
28	9/1/2021	1,655,550.19	20,032.16	117,464.77	2,069.44	139,566.37	1,538,085.42
29	3/1/2022	1,538,085.42	18,610.83	119,032.93	1,922.61	139,566.37	1,419,052.49
30	9/1/2022	1,419,052.49	17,170.54	120,622.01	1,773.82	139,566.37	1,298,430.48
31	3/1/2023	1,298,430.48	15,711.01	122,232.32	1,623.04	139,566.37	1,176,198.16
32	9/1/2023	1,176,198.16	14,232.00	123,864.12	1,470.25	139,566.37	1,052,334.04
33	3/1/2024	1,052,334.04	12,733.24	125,517.71	1,315.42	139,566.37	926,816.33
34	9/1/2024	926,816.33	11,214.48	127,193.37	1,158.52	139,566.37	799,622.96
35	3/1/2025	799,622.96	9,675.44	128,891.40	999.53	139,566.37	670,731.56
36	9/1/2025	670,731.56	8,115.85	130,612.11	838.41	139,566.37	540,119.45
37	3/1/2026	540,119.45	6,535.45	132,355.77	675.15	139,566.37	407,763.68
38	9/1/2026	407,763.68	4,933.94	134,122.73	509.70	139,566.37	273,640.95
39	3/1/2027	273,640.95	3,311.06	135,913.26	342.05	139,566.37	137,727.69
40	9/1/2027	137,727.69	1,666.51	137,727.69	172.17	139,566.37	0.00
		Totals	856,284.95	4,500,000.00	88,459.21	5,444,744.16	

(Published in The Morning Sun on _____, 2014)

ORDINANCE NO. S-1013

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO THE LOAN AGREEMENT BETWEEN PITTSBURG, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established the Revolving Loan Fund Program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, Pittsburg, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a wastewater collection, pumping, and treatment system (the "System"); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

The project consists of a phased sanitary sewer collection system rehabilitation project. The project also includes construction of a system to allow electronic communication between sewage pumping stations, wastewater treatment facilities, and associated critical components of the City Public Utilities Department (the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000) (the "Loan") in order to finance the Project; and

WHEREAS, the Governing Body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Second Amendment to the Loan and to enter into a Second Amendment to the Loan Agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Second Amendment to the Loan Agreement.

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

Section 1. Authorization of Second Amendment to the Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Second Amendment to the Loan Agreement, with an effective date of January 23, 2014, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Second Amendment to the Loan Agreement") to finance the Project

Costs (as defined in the Second Amendment to the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Second Amendment to the Loan Agreement in substantially the form presented to the Governing Body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Second Amendment to the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement, provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and the Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Second Amendment to the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Second Amendment to the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper.

PASSED by the Governing Body of the City on February 25th, 2014 and signed and **APPROVED** by the Mayor.

(SEAL)

Mayor – Michael E. Gray

ATTEST:

Deputy City Clerk – Joye VanGorden

[APPROVED AS TO FORM ONLY.]

City Attorney – Henry C. Menghini

INTEROFFICE MEMORANDUM

To: DARON HALL
City Manager

From: MIKE SIMONS
Fire Chief

Date: February 19, 2014

Subject: [Agenda Item – February 25, 2014](#)
Purchase of Pierce Pumper / Lease-purchase agreement

In association with the passing of the Public Sales Tax Initiative in 2013, I am requesting approval for the purchase of a Pierce Velocity PUC Pumper and associated equipment. In October of 2013, I established a committee of seven Pittsburg Firefighters to investigate options for equipment, vendors, and bids for the purchase of a pumper (fire truck). Several different manufacturers were investigated which included product demonstrations. Manufacturers included Pierce, E-1, Smeal, and Rosenbauer. References were contacted from various Fire Departments across the State and region to verify the quality of the different brands and manufacturers.

Currently, we have several different brands of apparatus within our fleet. This includes a Smeal Quint, a Rosenbauer Quint, a Pierce 110' aerial platform, and three Pierce Pumpers. The Pierce apparatus have consecutively proven themselves to be superior in quality, longevity, and maintenance requirements. Pierce offers the unique quality of being a sole source provider. This means that every component of the apparatus is manufactured and assembled by Pierce. This improves the maintenance, repair, warranty, and longevity of the apparatus.

It is my recommendation to purchase the Pierce pumper through the buying cooperative of HGAC (Houston-Galveston Area Council). A brief description of the HGAC organization is "A Government-to-Government procurement service available nationwide. Governmental entities have been procuring products and services through HGACBuy for over 30 years. As a unit of local government assisting other local governments, HGACBuy strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals. All contracts available to members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state

statutes. All units of local government, including non-profits providing governmental services, are eligible to join HGACBuy." (www.h-gac.com). There are several Kansas government organizations that have participated in the buying cooperative including Parsons, Lawrence, Manhattan, Kansas City, Overland Park, Leawood, and Garden City. Specifications and pricing is secured through HGAC.

Due to the financial structure of how the sales tax is collected, it is my recommendation to purchase this equipment through a lease / purchase agreement with a leasing agency. This equipment will be the property of the City of Pittsburg throughout the terms of the lease and remain the property of the City of Pittsburg after the lease has been satisfied. An advantage of the proposed lease / purchase option is the reception of prepaid discounts which include an interest discount of \$16,680.73 and a chassis discount of \$9,190.00. We submitted a request for quote from financial institutions and received ten acceptable quotes. I have included a spreadsheet for your review. It is my recommendation to accept the quote from Community National Bank for a 10-year lease / purchase agreement at the rate of 2.46% and an annual payment of \$74,865.53. The proposed budget for the purchase of the apparatus was \$75,000.00 annually.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 25, 2014? Action necessary will be approval or disapproval of this request pending legal council's approval.

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



QUALITY FIRE APPARATUS

MANUFACTURING Inc.

P.O. BOX 2017
APPLETON, WI
54912

TEL. (920) - 832-3000

DATE
2/11/2014
INVOICE NUMBER
M044180

**CHIEF MIKE SIMONS
CITY OF PITTSBURG, KANSAS
205 WEST 7TH STREET
PITTSBURG, KS 66763**

YOUR ORDER NO. CONTRACT	OUR ORDER NO.	TERMS NET 15	DELIVERY DATE	VIA
-----------------------------------	---------------	------------------------	---------------	-----

ITEM	QTY.	DESCRIPTION	TOTAL AMOUNT
		ONE (1) PIERCE™ PUMPER MOUNTED ON A VELOCITY CHASSIS	\$ 682,455.00
		LESS: INTEREST DISCOUNT	(16,680.73)
		LESS: CHASSIS DISCOUNT	(9,190.00)
		NET DUE PIERCE	<u>\$ 656,584.27</u>



**REMIT PAYMENT TO:
PIERCE MANUFACTURING INC.
7751 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693**

ORIGINAL **97** INVOICE

**SEE ENCLOSED INSTRUCTIONS
FOR FURTHER INFORMATION**

City of Pittsburg, Kansas / breakdown of apparatus expense	
Description	Cost
Pierce Velocity PUC pumper	\$651,361.92
Loose fire equipment	\$31,093.08
Sub total of apparatus and equipment	\$682,455.00
Interest discount / Pierce	-\$16,680.73
Chassis discount / Pierce	-\$9,190.00
Total cost	\$656,584.27



Pittsburg Fire Department

Mike Simons, Fire Chief

911 W. 4th Street Pittsburg, KS 66762

Office: 620-230-5596 * Fax: 620-230-5574 * mike.simons@pittks.org

January 24, 2014

RE: Request for equipment leasing to purchase Quotes / Fire Apparatus

The City of Pittsburg, Kansas is seeking quotes from financial institutions for the financing of a new Pierce Velocity PUC pumper (fire truck) for the Pittsburg Fire Department. The specifics of the purchase are as follows:

- Total purchase price including the apparatus, loose equipment, and pre-pay discounts.
 - Performance bond is included in this price \$ 656,584.27
- 10-year lease / purchase
- 10 annual payments starting on February 1, 2015
- Quotes shall include the annual payment amount, payment schedule, and interest rate.
- Quotes shall include the bidders lease purchase agreement which will be subject to the provisions of KSA 10-1116b.
- All Quotes shall be viable for a minimum of 30-days from submission
- All Quotes must be submitted by noon, February 7, 2014 and be clearly marked "Equipment Lease Quote." Quotes received after noon on February 7, 2014 will not be considered.
- Two copies of your quote shall be submitted by mail to the following address:
 - The City of Pittsburg
 - ATTENTION: Mike Simons
 - P.O. Box 688
 - Pittsburg, Kansas 66762
- The City of Pittsburg, Kansas will evaluate the quotes and select the financial institution that best meets the needs of the City. The City reserves the right to reject any and all quotes and to waive irregularities.

Questions regarding this solicitation may be directed to Mike Simons, Fire Chief at 620-230-5596

Sincerely,

Michael Simons
Fire Chief
Pittsburg Fire Department
Office: 620-230-5596
mike.simons@pittks.org

City of Pittsburg, Kansas Fire Apparatus Quotes received February 7, 2014		
Leasing Agency	Apparatus / 10 year	
	Rate	Annual Payment
Community National Bank	2.46%	\$74,865.53
University Bank	5.65%	\$87,735.39
Labette	2.50%	\$75,000.33
Community Leasing	3.49%	\$78,738.79
Arvest	3.09%	\$77,300.51
U.S. Bank	2.55%	\$75,323.07
Landmark	3.89%	\$80,684.55
BMO Harris		\$75,329.02
Commerce Bank	2.62%	\$75,363.31
Oshkosh	2.75%	\$75,836.86

CONRAD FIRE EQUIPMENT, INC.

887 N. Jan-Mar Court Olathe, KS 66061
 www.CONRADFIRE.com
 (913) 780-5521
 (800) 779-5521
 (913) 780-5251 Fax

QUOTATION 125019

CUSTOMER NO.
1611

BILL TO:

PITTSBURG FIRE DEPT.
 911 W. 4TH STREET
 PITTSBURG, KS 66762

SHIP

PITTSBURG FIRE DEPT.
 911 W. 4TH STREET
 PITTSBURG, KS 66762

PHONE: 620/231-1870
 FAX: 620/230-5574

PAGE 1

DATE	SHIP VIA	F.O.B.	TERMS			
01/09/14	GROUND		NET 30 DAYS			
PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER			
LOOSE EQUIPMENT	01/09/14	137 137	125019			
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT		
ORDERED	SHIPPED					
6		AKB.1520 1 1/2" SABERJET NOZZLE W/PIST	723.87	4,343.22		
2		AKB.2126 2 1/2 x 1 1/2 Shutoff with Pistol Grip	382.35	764.70		
2		AKB.489-1 Plain Deluge Tip 2 1/2 F Pyro	201.82	403.64		
1		AKB.4445 MERCURY NOZZLE 500GPM	373.15	373.15		
1		ELB.00302111 B-97A 2.5" X (2) 2.5" WYE 2WAY	996.06	996.06		
1		ELB.02507401 2.5" X (2)1.5" GATED WYE, SNUB	201.21	201.21		
2		AKB.UL-4 4' Pike Pole with Standard Hoo	29.32	58.64		
2		AKB.UL-6 6' Pike Pole with Standard Hoo	43.13	86.26		
2		AKB.UL-8 8' Pike Pole with Standard Hoo	46.58	93.16		
2		AKB.PHY-6 "6# Pick Head Axe with 36"" Fi	51.16	102.32		
1		AKB.FHY-6 "6# Flat Head Axe with 36"" Fi	46.02	46.02		
2		AKB.TRI-30 30" TRI-BAR	155.82	311.64		
1		AKB.PPB-51 51"" Pinch Point Bar	36.21	36.21		
1		AKB.PPBH Pinch Point Bar Brackets	47.72	47.72		
2		AKB.AS-27D SCOOP SHOVEL	50.02	100.04		
1		FIH.BC-36 36" BOLT CUTTERS	67.86	67.86		
1		AKB.FSY-12 "12# Sledge Hammer with 36"" F	55.19	55.19		
2		R&B.HS-150 HIGH RISE HOSE STRAP	61.46	122.92		
1		KEY.RC50-400-25 5X25LDH W/5 STZ	250.97	250.97		
1		KOC.S54R545 5"STORZ X 4.5"NST F SWIV ADAPT	122.62	122.62		
1		KOC.S54R525 5" STORZ X 2.5" F NST SWIVEL	107.23	107.23		
1		KOC.S54L65 6"" Storz x 5"" NH Swivel	193.83	193.83		
		Long Handle Female				
2		KOC.K48-3 TRIPLE WRENCH SET	76.46	152.92		
2		NUC.13120 RUBBER MALLET, 2#	18.52	37.04		
2		KOC.KS34 SET OF 4 STRZ X SPANNER W HOLD	67.50	135.00		
Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL

"WE APPRECIATE YOUR BUSINESS"

RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.

CONRAD FIRE EQUIPMENT, INC.

887 N. Jan-Mar Court Olathe, KS 66061
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 (913) 780-5521
 (800) 779-5521
 (913) 780-5251 Fax

QUOTATION 125019

CUSTOMER NO.
1611

BILL TO:

PITTSBURG FIRE DEPT.
 911 W. 4TH STREET
 PITTSBURG, KS 66762

SHIP

PITTSBURG FIRE DEPT.
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PHONE: 620/231-1870
 FAX: 620/230-5574

PAGE 2

DATE	SHIP VIA	F.O.B.	TERMS			
01/09/14	GROUND		NET 30 DAYS			
PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER			
LOOSE EQUIPMENT	01/09/14	137 137	125019			
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT		
ORDERED	SHIPPED					
2		KOC.36R2525	2.5" DOUBLE MALE	13.40 26.80		
2		KOC.35R2525	2.5" DOUBLE SWIVEL FEMALE	22.11 44.22		
2		KOC.37R2515	2.5" X 1.5" REDUCER	15.29 30.58		
2		KOC.37R151	1.5"F X 1"M	14.03 28.06		
2		KEY.SP10-600PU-100	1" X 100' FORESTRY	115.00 230.00		
7		FOL.SC-12X14-10	12 X 14,10oz SALVAGE COVER	79.35 555.45		
2		FOL.HR3X20-18VINYL	3' X 20' HALL RUNNER, 18 VINYL	36.84 73.68		
1		VIZ.Q4T40-28R	4 SPRING CONES & WIRE/MESH TOT	150.87 150.87		
1		SLC-MS461-RESCUE	MS 461 RESUCE SAW	1,264.94 1,264.94		
1		SLC-TS-420	STIHL TS-420 SAW	1,114.31 1,114.31		
1		SIM.429101	2.5 LB ABC EXT. W/VEH BRKT	31.41 31.41		
1		SIM.431554	10# CO2 EXTINGUISHER	171.02 171.02		
1		SIM.434798	20# ABC DRY CHEM. EXTINGUISHER	99.76 99.76		
1		HAI.HHR-1	HOSE ROLLER	138.69 138.69		
1		HEH.HOSECLAMP	HEBERT HOSE CLAMP 6" INCH	301.21 301.21		
6		R&B.LDH-01YL	LG DIAMETER HOSE/HYDRANT STRAP	46.22 277.32		
1		CHM.CAD	CLASS A DRUM	733.54 733.54		
1		MSA-10088753	5600 W/STD CHARGER	6,000.00 6,000.00		
1		MSA-10096886	FIRE TRUCK KIT	0.00 0.00		
			2 RECHARGEABLE LITHIUM-ION BATTERIES, UNIVERSAL TRUCK CHARGER, RETRACTABLE LANYARD, CARABINER, AND INSTRUCTION CD.			
1		AMR.320200001000	AMK-24 24" SPREADER MAX OPEN	4,791.31 4,791.31		
1		AMR.8304210G000Z1	QUICK CPLG, MONO, FEMALE, DUST CA	233.78 233.78		
1		AMR.200201497000M	Cutter, AMK-25E, Speedway, Mon	3,328.76 3,328.76		
Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL

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QUOTATION 125019

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PAGE 3

DATE	SHIP VIA	F.O.B.	TERMS			
01/09/14	GROUND		NET 30 DAYS			
PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER			
LOOSE EQUIPMENT	01/09/14	137 137	125019			
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT		
ORDERED	SHIPPED					
1		AMR.110200373000M	AMK-30R PUSH-PULL RAM, MONO CPL	1,918.14	1,918.14	
1		AMR.391000001010	EXTND REACH SPREADER TIPS (EA)	339.66	339.66	
Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
31,093.08	0.00		31,093.08	0.00		31,093.08

"WE APPRECIATE YOUR BUSINESS"

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FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.

INTEROFFICE MEMORANDUM

To: DARON HALL

City Manager

From: MIKE SIMONS

Fire Chief

Date: February 19, 2014

Subject: [Agenda Item – February 25, 2014](#)

Purchase of SCBA (Self Contained Breathing Apparatus / Lease-purchase agreement)

In association with the passing of the Public Sales Tax Initiative in 2013, I am requesting approval for the purchase of 54 SCOTT SCBA air packs, 108 SCOTT SCBA 5500 psi bottles, a 5500 psi SCOTT cascade air compressor, and associated equipment. In October of 2013, I established a committee of six Pittsburg Firefighters to investigate options for equipment, vendors, and bids for the purchase of SCBA's. Several different manufacturers were investigated which included product demonstrations. Manufacturers included Drager, MSA, and SCOTT. References were contacted from various Fire Departments across the State and region to verify the quality of the different brands and manufacturers.

We narrowed the search down to two different vendors which included Conrad Fire Equipment (MSA) and Feld Fire (SCOTT). After much deliberation, it is my recommendation to replace our current 4500 psi SCOTT brand SCBA's and air compressor to 5500 psi SCOTT brand SCBA's and cascade air compressor. Since we currently operate with SCOTT brand equipment, there were some options that were not available from other manufacturers. This included a trade in for our existing SCOTT SCBA equipment and our cascade air compressor system. The trade in value for the equipment represents a savings \$24,000.00. The total bid price for all of the necessary SCOTT SCBA's and equipment, including the trade in discounts, comes to a total of \$344,695.00. Advantages to this recommendation include the following; \$24,000.00 trade in value, replacement for our existing 10-year old cascade air compressor, reduction in size and weight of bottle while not compromising the amount of air, improved safety of firefighters during emergency operations, and uniformity of all SCBA units across the department.

Due to the financial structure of how the sales tax is collected, it is my recommendation to purchase this equipment through a lease / purchase agreement with a leasing agency. This equipment will be the property of the City of Pittsburg throughout the terms of the lease and remain the property of the City of Pittsburg after the lease has been satisfied. We submitted a request for quote from financial institutions and received seven acceptable quotes. I have included a spreadsheet for your review. It is my recommendation to accept the quote from Community National Bank for a 10-year lease / purchase agreement at the rate of 2.46% and an annual payment of \$39,303.07. The proposed budget for the purchase of SCBA's was \$67,500.00 annually.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 25, 2014? Action necessary will be approval or disapproval of this request pending legal council's approval.

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

City of Pittsburg, Kansas Fire SCBA Quotes Received February 7, 2014		
Leasing Agency	SCBA / 10 year	
	Rate	Annual Payment
Community National Bank	2.46%	\$39,303.07
University Bank	5.65%	\$46,059.51
Labette	2.50%	\$39,410.65
Arvest	3.09%	\$40,581.38
U.S. Bank	2.55%	\$39,543.26
Landmark	4.79%	\$44,301.55
BMO Harris		\$39,600.80



Pittsburg Fire Department

Mike Simons, Fire Chief

911 W. 4th Street Pittsburg, KS 66762

Office: 620-230-5596 * Fax: 620-230-5574 * mike.simons@pittks.org

January 24, 2014

RE: Request for equipment leasing to purchase Quotes / SCBA

The City of Pittsburg, Kansas is seeking quotes from financial institutions for the financing of 54 SCBA (Self Contained Breathing Apparatus), 108 air cylinders, air compressor, and associated equipment for the Pittsburg Fire Department. The specifications of the quotes are as follows:

- Total purchase price including the SCBA, cylinders, and air compressor at 5500 psi: \$ 344,695.00
- Quotes shall include two lease options
 - Option #1:
 - 5-year lease / purchase
 - 5 annual payments starting on February 1, 2015
 - Option #2:
 - 10-year lease / purchase
 - 10 annual payments starting on February 1, 2015
- Quotes shall include the annual payment amount, payment schedule, and interest rate.
- Quotes shall include the bidders lease purchase agreement which will be subject to the provisions of KSA 10-1116b.
- All quotes shall be viable for a minimum of 30-days from submission
- All quotes must be submitted by noon, February 7, 2014 and be clearly marked "Equipment Lease Quote." Quotes received after noon on February 7, 2014 will not be considered.
- Two copies of your quotes shall be submitted by mail to the following address:
 - The City of Pittsburg
 - ATTENTION: Mike Simons
 - P.O. Box 688
 - Pittsburg, Kansas 66762
- The City of Pittsburg, Kansas will evaluate the quotes and select the financial institution that best meets the needs of the City. The City reserves the right to reject any and all quotes and to waive irregularities.

Questions regarding this solicitation may be directed to Mike Simons, Fire Chief at 620-230-5596

Sincerely,

Michael Simons
Fire Chief
Pittsburg Fire Department
Office: 620-230-5596
mike.simons@pittks.org



113 North Griffith Rd. • P.O. Box 625 • Carroll, Iowa 51401
 1330 NW Jefferson * Grain Valley, Missouri 64029
 Phone: 712-792-3143 • Fax: 712-792-6658 • WATS: 1-800-568-2403
 E-mail: sales@feldfire.com • Website: www.feldfire.com
 Member: NFPA, NAFED, I.A.F.C., I.F.A., I.F.C.A.

Chief Mike Simons,

Dear Sir,

I would like to thank you for the opportunity to earn your business and hope to serve you and your community in the future. Please accept the following as our revised proposal per your request for the air pack bid you recently sent out.

The following information is what I received to bid on some of the items with quantities you were requiring in your revision.

Scott- Air-Pak X3(NFPA 1981-82 2013 Compliant)

1. AV-3000 Mask (35)
2. X3 harness (54)
3. 4500psi-45min, 60min bottles
4. 5500psi-45min, 60min bottles
5. "Epic 3" electronic voice amplifier (30)
6. "EBSS" Emergency Breathing System
7. Revolve - Air Charge Station/Compressor System (5500psi Air-Paks)

Total SCBA 54, Bottles 108

1. X-3 Air Pack W/ Standard Hose, PASS, Dual EBSS 4500 PSI 60 Minute Cylinder

Qty.	Part Number	Description	Unit Price	Item Price
54	X3214021200202	X-3 AIR PACK W/ STANDARD HOSE, PASS, DUAL EBSS	\$ 4,240.00	\$ 228,960.00
35	201215-05	AV 3000 HT FACE PIECE W/RT SIDE BRACKET	\$ 245.00	\$ 8,575.00
30	201275-25	EPIC III VOICE AMPS	\$ 345.00	\$ 10,350.00
40	804723-01	4500 PSI CARBON CYLINDER 60 MINUTE	\$ 0.00	\$ 0.00
68	804723-01	4500 PSI CARBON CYLINDER 60 MINUTE	\$ 950.00	\$ 64,600.00
		TOTAL		\$ 312,485.00

2. X-3 Air Pack W/ Standard Hose, PASS, Dual EBSS 5500 PSI 60 Minute Cylinder

54	X3315021200202	X-3 AIR PACK W/ STANDARD HOSE, PASS, DUAL EBSS	\$ 4,465.00	\$ 241,110.00
35	201215-05	AV 3000 HT FACE PIECE W/RT SIDE BRACKET	\$ 245.00	\$ 8,575.00
30	201275-25	EPIC III VOICE AMPS	\$ 345.00	\$ 10,350.00
108	200972-01	5500 psi CYLINDER 60 MINUTE	\$ 995.00	\$ 107,460.00
1	AC0403362110	SIMPLE AIR ENCLOSED, 3 PHASE (208) COMPRESSOR 6000 PSI, 10 HP, CO/DP/CALKIT IN CHARGE STATION	\$ 0.00	\$ 0.00
1	AR4204A4001	4 BOTTLE WALL CASCADE	\$ 0.00	\$ 0.00
1	AF21101110401	REVOLVE AIR FILL STATION W/ CASCADE PANEL	\$ 0.00	\$ 0.00
1	INSTALL	COMPRESSOR INSTALL	\$ 1200.00	\$ 1200.00
1	TRADE IN	BAUER UNI II	\$ (10,000.00)	\$ (10,000.00)
		TOTAL		\$ 358,695.00

Trade in allowance is for all old air packs including cylinders and face pieces. Air Pak 50 and AP 75 units \$ 14,000.00

Proposal one total with trade in \$ 298,485.00
Proposal two total with trade in \$ 344,695.00

As always if you have questions, concerns, or simply need clarification please do not hesitate to call and I will do my best to resolve any issues that you may have. Thank you again for the opportunity to bid on this item and taking the time to review the proposal.

Respectfully Submitted,

Marty Mc Dermid

Scott Service Technician
1330 NW Jefferson St.
Grain Valley, MO. 64029
Office Toll Free 1- 800-568-2403
Cell Phone 816-956-2581
Fax 816-443-2864
E – Mail – marty@feldfire.com
Serving Kansas and Missouri

CONRAD FIRE EQUIPMENT, INC.

887 N. Jan-Mar Court Olathe, KS 66061
 www.CONRADFIRE.com
 (913) 780-5521
 (800) 779-5521
 (913) 780-5251 Fax

QUOTATION 124951

CUSTOMER NO.
1611

BILL TO:

PITTSBURG FIRE DEPT.
 911 W. 4TH STREET
 PITTSBURG, KS 66762

SHIP

PITTSBURG FIRE DEPT.
 911 W. 4TH STREET
 PITTSBURG, KS 66762

PHONE: 620/231-1870
 FAX: 620/230-5574

PAGE 1

DATE	SHIP VIA	F.O.B.	TERMS			
12/26/13	GROUND		NET 30 DAYS			
PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER			
SCBA	12/26/13	137 137	124951			
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT		
ORDERED	SHIPPED					
54		MSA-HD14C0B12AAB0 A-M7XTHD13C0B12AAB0 SCBA FIREHAWK M7XT SCBA -4500 -DBL PULL W/CHEST STRAP -SWIVELING LUMBAR PAD -60' SL CARBON W/AIR -CBRN FIREHAWK PTC, THREADED -NO EMERGENCY BREATHING -HYCAR MEDIUM FACEPIECE -MEDIUM NOSECUP -SPEED ON W/NECK STRAP -PASS W/THERMAL ALARM ACTIVATED -M7 I-HUD -NO CASE	4,150.00	224,100.00		
54		MSA-QUICKFILL M7XT CHEST MOUNTED QUICKFILL	170.00	9,180.00		
54		MSA-CLEARCOMMAMP M7XT CLEAR COMM AMP OPTION	290.00	15,660.00		
54		MSA-10127946-SP CYL/VALVE ASSY, 88 CUFT, LIGHTWE	865.00	46,710.00		
54		MSA-10111642 "HOSE KIT IN POUCH, QUICK-FILL	345.00	18,630.00		
54		MSA-EXTENDAIREII M7XT EXTENDAIRE II OPTION	262.50	14,175.00		
108		KFS.FE-900A SCBA HYDRO TEST	0.00	0.00		
		THE HYDRO TESTING TO BE DONE AT THE FIRST 5 YEAR MARK IS PART OF THIS BID AT NO CHARGE.				
Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
328,455.00	0.00	0.00	328,455.00	0.00		328,455.00
"WE APPRECIATE YOUR BUSINESS"						
RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.						



FIRE DEPARTMENT

911 West 4th Street · Pittsburg KS
66762

(620) 231-1870

www.pittks.org

INTEROFFICE MEMORANDUM

To: DARON HALL
City Manager

From: MIKE SIMONS
Fire Chief

Date: February 19, 2014

Subject: [Agenda Item – February 25, 2014](#)
Purchase of Bunker Gear

In association with the passing of the Public Sales Tax Initiative in 2013, I am requesting approval for the purchase of seven sets of NFPA compliant bunker gear and associated equipment. In October of 2013, I established a committee of seven Pittsburg Firefighters to investigate options for equipment, vendors, and bids for the purchase of NFPA compliant bunker gear. Several different manufacturers were investigated which included demonstrations of their products. Manufacturers included Firedex, Morning Pride, Globe, Viking, and Intertex. References were contacted from various Fire Departments across the State and region to verify the quality of the different brands and manufacturers.

After much deliberation, we requested bids from two vendors which included 1st Due Emergency Response (Firedex – brand) and Conrad Fire (Morning Pride – brand). I have included the written bids from each vendor and a spreadsheet which summarizes the bids by individual price. 1st Due Emergency Response (Firedex) came in lower at \$2,392.35 for each set of bunker gear. We determined that not only were they lower in price, but they also provided a higher grade of material. I have included a spreadsheet for your review which contains a breakdown of the different material qualities. Our current bunker gear material is “Gemini XT” and the material that was bid from Firedex is known as “PBI Max”. This material is lighter in weight which decreases the fatigue of the firefighters while offering superior tear strength, tensile strength, and thermal protection.

The original proposal for the sales tax initiative was for the revolving purchase of seven sets per year. This would ensure that we remain in compliance with the 5-year end of life, NFPA requirement, for our bunker gear. The proposed budget for this bunker gear was \$17,500.00 annually. The current bid of \$2,392.35 times seven sets comes to an annual total of \$16,746.45.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 25, 2014? Action necessary will be approval or disapproval of this request.

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

Bunker Gear Comparison		
	1st Due / Firedex	Conrad Fire / Morning Pride
Part Description	Price Each	Price Each
Coat	\$1,018.00	\$1,028.56
Pants	\$719.00	\$780.62
Helmet	\$228.00	\$220.00
Boots	\$259.00	\$280.00
Flashlight	\$64.40	\$52.50
Gloves	\$64.95	\$67.20
Nomax Hood	\$39.00	\$48.00
Total Bid:	\$2,392.35	\$2,476.88

Outer Shells at a Glance

Honeywell

Attributes	Nomex IIIA®	Advance™	Omni Yarnage™	Advance Ultra®	Armor 7.0™	Gemini XT	PBI Max™	Millenia™ XT
Fiber Content	93% Nomex® 5% Kevlar® 2% Carbon	60% Kevlar® 40% Nomex®	40% Kevlar® 30% Basofil® 30% Nomex®	60% Kevlar® 20% Nomex® 20% PBO	75% Kevlar® 25% Nomex®	55% Kevlar® 37% PBI 8% Filament**	65% Kevlar® 35% PBI	60% Technora® 40% PBO
Product Fabric Code	24xx	34xx	15xx	64xx	47xx	41xx	62xx	33xx
Weight (oz. / yd²)	7.5	7.2	7.8	7.5	7.0	7.5	7.0	7.5
Weave	Plain	Ripstop	Ripstop	Ripstop	Comfort-Twill	Plain	Comfort-Twill	Ripstop
Yarn	100% Spun	100% Spun	100% Spun	100% Spun	50% Spun/ 50% Filament	92% Spun/ 8% Filament	70% Spun/ 30% Filament	100% Spun
Warranty (years)	10	5	3	5	4	5	5	7
Taber Abrasion Resistance (ASTM D 3884, H-18 wheel, 500g weight)	Good	High	Good	High	Good	High	Good	High
Tear Strength (lbs) (ASTM D 5587, without slippage)	55 x 40	40 x 30	50 x 25	45 x 35	90 x 110	50 x 55	125 x 145	90 x 100
Tensile Strength After 10 Launderings (lbs) (ASTM D 5034)	340 x 320	450 x 400	365 x 275	565 x 560	555 x 505	380 x 345	420 x 445	570 x 565
Tensile Strength After a 10-Second TPP Exposure (lbs)	6 x 5	16 x 17	16 x 14	165 x 150	14 x 14	16 x 13	19 x 19	250 x 210
Resistance to Water Absorption (Modified AATCC 42)	Good	High	High	High	High	High	High	High
Flame Resistance (ASTM D 6413)	Moderate	Good	High	High	High	High	High	High
Thermal Protective Performance (cal / cm²) Tested with Crosstec® moisture barrier and Nomex® on Aramid batting inner liner (NFPA 1971)	39 - 42	39 - 42	44 - 47	40 - 43	39 - 42	38 - 41	40 - 43	38 - 41
Outer Shell Thermal Decomposition Temperature (°F)	660 - 750	660 - 960	750 - 1000	750 - 1000	660 - 960	800 - 1100	800 - 1100	1000 - 1200
Price Level	\$	\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$\$	\$\$\$\$	\$\$\$\$

* 8% black solution-dyed Fusion also available
**8% Vectran in natural; 8% Technora in black

Typical values contained herein based on laboratory tests. All values are averages, based on several determinations, and should be used as a reference only. Laboratory values may not be reliable for determining, evaluating, predicting, or describing performance under actual fire conditions, whether used alone or in combination with other products. Further information and actual reported values are available upon request.

To the best of our knowledge, the information contained herein is accurate. However, before using any of these products in actual firefighting situations, you must evaluate the product thoroughly, follow all instructions and undergo all training relating to such product, and determine if the product is suitable for the intended application. We have described the hazards of which we are aware, but we cannot guarantee that these are the only hazards. Failure to follow all product instructions and undergo all applicable training could lead to serious personal injury or death. Honeywell First Responder Products assumes no liability whatsoever for the accuracy or completeness of the information contained herein.

High: Far exceeds in relative performance.
Good: Exceeds in relative performance.
Moderate: Average in relative performance.

All weights are nominal.



CONRAD FIRE EQUIPMENT, INC.

887 N. Jan-Mar Court Olathe, KS 66061
 www.CONRADFIRE.com
 (913) 780-5521
 (800) 779-5521
 (913) 780-5251 Fax

QUOTATION 124782

CUSTOMER NO.
1611

BILL TO:

PITTSBURG FIRE DEPT.
 911 W. 4TH STREET
 PITTSBURG, KS 66762

SHIP

PITTSBURG FIRE DEPT.
 911 W. 4TH STREET
 PITTSBURG, KS 66762

PHONE: 620/231-1870
 FAX: 620/230-5574

PAGE 1

DATE	SHIP VIA	F.O.B.	TERMS			
11/20/13	GROUND		NET 30 DAYS			
PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER			
GLOVES/BOOTS/HELMETS	11/20/13	103 137	124782			
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT		
ORDERED	SHIPPED					
1		HW3.BT4201	4201 HYBRID BOOT W/POWER TOE	280.00	280.00	
1		HW3.BT5007	5007 14" LEATHER POWERTOEO BOOT	330.00	330.00	
1		HW4.GL-9550	FIREMATE KANGA/ELK GLOVE	70.00	70.00	
1		HW4.GL-SGKCG	SUPER GLOVE	95.00	95.00	
1		HW5.KSPITT00033	PITTSBURG HELMET, 3420KSPITT BLACK EV1 TRADITIONAL STD EAGLE FRONT HOLDER STD BRACKET STD REFLEXITE TRAPS STD EZ TOUCH EYE PROTECTION	220.00	220.00	
1		STR.90503	SURVIVOR LED AC/DC CHRGRS ORNG STEADY CHARGE INCLUDES ALKALINE (4AA) BATTERY PACK	110.00	110.00	
1		STR.90540	SURVIVOR LED ALKALINE/ORANGE	52.50	52.50	
1		TTL.PT-8TNSC-L	TITAN SHORT CUFF GLOVE - LARGE	67.20	67.20	
1		TTL.PT-8SC-L	PRO TECH 8 FUSION LARGE	48.00	48.00	
1		HW3.KSPITT00023	PITTSBURG, KS PANT KSPITT00023	780.62	780.62	
1		HW3.KSPITT00024	PITTSBURG, KS COAT KSPITT00024	1,028.56	1,028.56	
1		HW3.KSPITT00035	PITTSBURG, KS COAT, KSPITT00035	965.70	965.70	
MAXIMUM OF A 10% INCREASE IN PRICE PER YEAR, TYPICAL MANUFACTURER INCREASE VARIES FROM 3 TO 10 PERCENT.						
Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
4,047.58	0.00	0.00	4,047.58	0.00		4,047.58
"WE APPRECIATE YOUR BUSINESS"						
RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.						

"1st Due"

Emergency Response Solutions LLC.

1728 7000 Rd.

Bartlett, KS 67332

Phone 620-226-3520

Fax 620-226-3522

Email *Leighton@1stdue.com*

January 14, 2014

Pittsburg Fire Department PPE Response

Firedex Custom FX-R Pbi MAX Pant (PFD Spec) TPP=42.1 THL=283.1 \$719.00 each

- Firedex Custom FX-R Straight Waist Pant
- Gold Pbi MAX Outer Shell
- Glide 2 layer Thermal Liner
- Stedair 4000 Moisture Barrier
- Seam to Seam 1 layer foam Padded Knee, Reinforced with Black Arashield II
- 10" x 10" x 2" Fully Kevlar Lined Bellows Pockets
- XPFM Cargo Pocket Flap
- Removable velcro Kevlar Tool Pouch each Pocket
- Sewn In Suspender Attachments
- SPX-L X-Back, Quick Adjust padded suspenders with foldover attachment
- Dex-Flex Knee
- Dex Flex angled cuffs, Black Arashield II reinforced
- Dual take up straps with postman slide
- Lime Silver Lime Triple Trim

Firedex Custom FXR Pbi MAX Coat (PFD Spec) TPP=42.1 THL=283.1 \$1,018.00 each

- Firedex Custom FXR Cut Coat 28" to 35" graded length to torso, no tail
- Gold Pbi MAX Outer Shell
- Glide 2 layer Thermal Liner
- Stedair 4000 Moisture Barrier
- Radio Pocket with moisture barrier and double notched flap (any size, customer specify)
- Dual 'take-up' straps with postman slides on coat sides
- Inner Zipper out Velcro Closure
- Nomex Wristers with Thumb Loops
- Mic tab both sides
- Flashlight 'Snap & Strap'
- Fully Kevlar Lined Combination Cargo/Handwarmer Pockets
- XPFM Pocket Access
- Fleece lined Handwarmer Area
- Lime Silver Lime Triple Trim

Fire Helmet/Front Firedex 1910 Traditional Style Helmet with ESS Innerzone II \$228.00 each
Goggles, Both Nomex & Pbi Earlaps, Chinstrap with QD & Postman slide
Ratchet headband, Carved Brass Eagle, DE Williams Custom Leather 6" Front

Fire Boots Firedex FD100XL Premium Leather Bunker Boot \$259.00 per pair

Fire Hoods Firedex H61CXNBXL Deluxe Carbon Hood, Extra Long Bib \$39.00each

Fire Gloves Pro-Tech Titan Structural Firefighters Glove \$64.95 per pair

Streamlight Survivor Alkaline Flashlights, 140 Lumens \$64.40 each

Shipping Actual Freight Charges Will Apply

Pricing Valid Until March 1, 2014. Price will be guaranteed to increase no more than 3% per year

Thank you for the opportunity to bid on this equipment.