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Approval of the Appropriation Ordinance for the period ending March 24, 2010, subject to the release of HUD expenditures when funds are received.

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ENVIRONMENTAL RELEASE AND INDEMNITY AGREEMENT
 - Metso Mineral Corporation has requested the City of Pittsburg sign an Environmental Release and Indemnity Agreement in consideration of the cost for preparing legal documents to deed a 20-foot wide railroad spur to the City of Pittsburg.

Metso Agreement CC Memo 71
 Environmental Release and Indemnity Agreement 72

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 23, 2010
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Father Tom Stroot of Our Lady of Lourdes Catholic Church
- b. Flag Salute Led by the Mayor
- c. Proclamation declaring March 2010 as American Red Cross Month in Pittsburg
- d. Proclamation declaring March 2010 as Census Month in Pittsburg
- e. Public Input

REORGANIZATION OF THE BOARD OF COMMISSIONERS:

- a. Mayor Elected from Members of the Governing Body.
- b. New Mayor Sworn In and Seated by the City Clerk.
- c. Presentation of Ceremonial Gavel to outgoing Mayor Draper.
- d. President of the Board of Commissioners Elected from Members of the Governing Body.
- e. President of the Board Sworn In and Seated by City Clerk.

CONSENT AGENDA:

- a. Approval of the minutes of the March 9, 2010, City Commission Meeting.
- b. Approval of Ordinance No. G-1089 providing for the change of certain areas from R-2 Two-Family Residential to IP-2 Planned Medium Industrial and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg. (Miller's Professional Imaging) **First Reading, if the Governing Body concurs.**
- c. Approval of Ordinance No. G-1090 amending Section 78-73 of the Pittsburg City Code to designate and establish Homer Street from Quincy Avenue to Centennial Drive, as a trafficway connection, as defined by K.S.A. 12-686, all within the City limits of Pittsburg, Kansas. **First Reading, if the Governing Body concurs.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 23, 2010
5:30 PM

- d. Approval of Change Order 1 requesting 17 additional weather days be added to the Pittsburg Historic Library East Entry Vestibule Project making a new substantial completion date of March 27, 2010.
- e. Approval of Change Order 2 requesting 17 additional weather days be added to the Pittsburg Historic Library East Entry Vestibule Project making a new substantial completion date of April 9, 2010.
- f. Approval of a Supplemental Agreement between the City of Pittsburg and Professional Engineering Consultants, P.A. to provide construction administration services for the Memorial Auditorium Entry Stair Replacement Project on the basis of Standard Hourly Rates plus reimbursable expenses for a not-to-exceed total fee of \$1,500 and authorize the Mayor to sign the Supplemental Agreement on behalf of the City of Pittsburg.
- g. Approval of the appointment of Patrick O'Bryan as a member of the Governance Board for the Joplin Prosperity Initiative.
- h. Approval of staff recommendation to submit an application for construction of an ultra-high speed broadband fiber network, and authorization for the Mayor to sign the appropriate documents.
- i. Approval of Residential Lease Agreement for property owned by the City of Pittsburg at 213 E. Quincy for a 14-month period to terminate on May 31st, 2011 for total rent due in the amount of \$14,000 which shall be paid in monthly installments of \$1,000 and a security deposit in the amount of \$1,000 and authorize the Mayor to sign the lease agreement on behalf of the City of Pittsburg.
- j. Approval of the application submitted by Pat and Jamie Sponsel for a Dance Hall License for Faces located at 202 North Locust and direction for the City Clerk to issue the license.
- k. Approval of staff request to incorporate new language into Policy Numbers 206, 210 and 302 of the Employee Handbook regarding employment categories and position classifications, hours of work and overtime and compensatory time to reflect that firefighters will be paid on a 14 day, 106 hour basis.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 23, 2010
5:30 PM

- I. Approval of a subordination agreement for Laura Chappel to allow her to refinance her home, and authorization for the Mayor to sign the appropriate documents on behalf of the City.

- m. Approval of the Appropriation Ordinance for the period ending March 24, 2010, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

CONSIDER THE FOLLOWING:

- a. ENVIRONMENTAL RELEASE AND INDEMNITY AGREEMENT - Metso Mineral Corporation has requested the City of Pittsburg sign an Environmental Release and Indemnity Agreement in consideration of the cost for preparing legal documents to deed a 20-foot wide railroad spur to the City of Pittsburg. **Approve or disapprove request and, if approved, authorize the Mayor to sign the Environmental Release and Indemnity Agreement on behalf of the City of Pittsburg.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: Each year during the month of March, we formally recognize the Pioneer Chapter of the American Red Cross and its essential role in Pittsburg and Crawford County; and

Whereas: For more than 90 years, Pittsburg and Crawford County have relied on the expertise of the American Red Cross in disaster relief; and

Whereas: The Pittsburg Branch Office makes every effort to save lives long before tragedy strikes by helping individuals and entire communities learn to prepare for disasters; and

Whereas: The Pioneer Chapter also serves as the bridge between more than 500 generous blood donors and millions of patients in need each year; and

Whereas: Without the help of the volunteers, who constitute 100% of the total work force in Pittsburg, the Pioneer Chapter would not be able to fulfill the humanitarian mission that is the cornerstone of the organization.

Now, Therefore, I, Rudy Draper, Mayor of the City of Pittsburg, Kansas, do hereby proclaim March 2010 as

AMERICAN RED CROSS MONTH IN PITTSBURG, KANSAS

and encourage all citizens to support this organization's noble humanitarian mission.

Dated this 23rd day of March, 2010

ATTEST:

CITY CLERK

MAYOR

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: An accurate census count is vital to our community and residents' well-being by helping planners determine where to locate schools, day care centers, roads and public transportation, hospitals and other facilities, and achieve an accurate and complete count of the nation's growing and changing population; and

Whereas: More than \$400 billion per year in federal and state funding is allocated to states and communities based, in part, on census data; and

Whereas: Census data helps determine how many seats each state will have in the U.S. House of Representatives and often is used to redistrict state legislatures, county and city councils and voting districts; and

Whereas: The 2010 Census creates jobs that stimulate economic growth and increase employment; and

Whereas: The information collected by the census is confidential and protected by law.

Now, Therefore, I, Rudy Draper, Mayor of the City of Pittsburg, Kansas, do hereby proclaim the month of March 2010 as

CENSUS 2010 MONTH IN PITTSBURG

and encourage residents to support the U.S. Census Bureau in helping ensure a full and accurate count in 2010.

Dated this 23rd day of March, 2010.

ATTEST:

CITY CLERK

MAYOR

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
March 9, 2010

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, March 9th, 2010, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Rudy Draper presiding and the following members present: Pamela Henderson, Patrick O'Bryan, and William H. Rushton. Commissioner Marty Beezley was absent.

Mary Cash of the Community of Christ provided the invocation.

Mayor Draper led the flag salute.

PUBLIC INPUT –

Interim Director of Parks and Recreation Jeff Wilbert, along with members of Boy Scout Pack 151, informed the Governing Body that local Boy Scouts, under the direction of Lisa Kramer, will be working to clean Lakeside Park in the near future.

APPROVAL OF MINUTES – FEBRUARY 23rd, 2010 - On motion Henderson, seconded by O'Bryan, the Governing Body approved the minutes of the February 23rd, 2010, City Commission Meeting as submitted. Motion carried. Absent: Beezley.

VACATION ORDER – On motion of Henderson, seconded by O'Bryan, the Governing Body approved an Order vacating a portion of a platted utility easement described as follows: Beginning 10 feet North and 10 feet West of the Southeast Corner of Lot 24, Saia's Mt. Carmel First Addition; thence 206.30 feet West; thence 20 feet South to a point that is 10 feet South and 206.30 feet east of the Northwest Corner of Lot 23; thence 206.30 feet East; thence 20 feet North to the point of beginning; all located in the City of Pittsburg, Crawford County, Kansas. (Crawford County Mental Health) Motion carried. Absent: Beezley.

ORDINANCE NO. G-1088 – On motion of Henderson, seconded by O'Bryan, the Governing Body approved Ordinance No. G-1088 defining group homes and group residences; adding group homes to the list of allowed uses in all residential districts; eliminating the maximum square footage allowance for accessory buildings in all residential districts; and establishing a maximum lot coverage allowance in all residential districts by amending and supplementing Zoning Ordinance No. G-663, on second reading with the following roll call vote: Draper, Henderson, O'Bryan, and Rushton. Motion carried. Absent: Beezley.

EMPLOYEE HANDBOOK REVISION – POLICY NUMBER 302 – On motion of Henderson, seconded by O'Bryan, the Governing Body approved staff request to incorporate new language into Policy Number 302 of the Employee Handbook regarding overtime and compensatory time. Motion carried. Absent: Beezley.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
March 9, 2010

HOUSING REHABILITATION LOAN – WHETZEL – 613 WEST 3rd STREET - On motion of Henderson, seconded by O'Bryan, the Governing Body approved a housing rehabilitation loan application for Troy and Angela Whetzel of 613 West 3rd Street in the amount of \$10,000 to be used for specific items. Motion carried. Absent: Beezley.

DOWNTOWN LIVING LOAN – PASTEUR PROPERTIES – 106 WEST 3rd STREET – On motion of Henderson, seconded by O'Bryan, the Governing Body approved a Downtown Living Loan application submitted by Pasteur Properties in the amount of \$36,000 for renovation of three second story apartments at 106 West 3rd Street. Motion carried. Absent: Beezley.

SALE OF SURPLUS PHONE EQUIPMENT – On motion of Henderson, seconded by O'Bryan, the Governing Body approved staff recommendation to award the bid for the sale of surplus phone equipment to Kansas Communications Systems, Inc. of Chanute, Kansas, based on their high bid of \$675.00. Motion carried. Absent: Beezley.

INFRASTRUCTURE DEVELOPMENT PROJECT – SOUTHEAST INDUSTRIAL PARK – On motion of Henderson, seconded by O'Bryan, the Governing Body approved the recommendation of the Economic Development Advisory Committee to fund an infrastructure development project in the Southeast Industrial Park with Revolving Loan Funds in an amount not to exceed \$150,000. Motion carried. Absent: Beezley.

APPROPRIATION ORDINANCE – On motion of Henderson, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending March 10th, 2010, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Draper, Henderson, O'Bryan and Rushton. Motion carried. Absent: Beezley.

CLEAN AIR LAW - City Attorney Henry Menghini provided an overview of the recently passed State law prohibiting smoking in most public places.

ENGINEERING SERVICES AGREEMENT - PUBLIC UTILITIES MAINTENANCE BUILDING – On motion of O'Bryan, seconded by Rushton, the Governing Body approved the Engineering Services Agreement provided by PKHLS Architecture, P.A. for the design and contract administration of the Public Utilities Maintenance Building for an amount not to exceed \$23,500 (KWPCRF Project No. C20 1818 01A), and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried. Absent: Beezley.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
March 9, 2010

REQUEST TO REZONE – On motion of O'Bryan, seconded by Henderson, the Governing Body approved the recommendation of the Planning and Zoning Commission to grant the request submitted by Miller's Professional Imaging to rezone the 600 Blocks of East Monroe and East Madison from R-2 Two-Family Residential to IP-2 Planned Medium Industrial, and directed the preparation of the necessary ordinance. Motion carried. Absent: Beezley.

CONDITIONAL USE FOR DOG KENNEL – On motion of Henderson, seconded by Rushton, the Governing Body disapproved the recommendation of the Planning and Zoning Commission to grant the request submitted by Karen S. Clark for a Conditional use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to keep more than 4 dogs as pets only at 1131 West 2nd Street with certain stipulations being imposed. Motion carried. Absent: Beezley.

PROGRESSIVE PRODUCTS TAX EXEMPTION – This item was removed from the agenda, as it has been resolved.

NON-AGENDA REPORTS AND REQUESTS:

GIRARD FIRE – Commissioner Marty Beezley, although absent from the meeting, asked Interim City Manager John VanGorden to thank the members of the Pittsburg Fire Department for their response to the recent fire in Girard, Kansas.

SPECIAL MEETING – It was the consensus of the Governing Body to hold a Special Meeting at 5:30 p.m. on Tuesday, March 30th to reorganize the Board of Commissioners.

EXECUTIVE SESSION - On motion of Henderson, seconded by O'Bryan, the Governing Body recessed into Executive Session not to exceed 30 minutes for discussion regarding items deemed confidential in the attorney client relationship. Motion carried. Absent: Beezley.

The Governing Body recessed into Executive Session at 6:15 p.m.

The Governing Body reconvened into Special Session at 6:15 p.m.

Mayor Draper announced that no decisions were made and no votes were taken during the Executive Session.

OFFICIAL MINUTES
OF THE
GOVERNING BODY
OF THE
CITY OF PITTSBURG, KANSAS
March 9, 2010

ADJOURNMENT: On motion of Rushton, seconded by Henderson, the Governing Body adjourned the meeting at 6:15 p.m. Motion carried. Absent: Beezley.

Rudy Draper, Mayor

ATTEST:

Tammy Nagel, City Clerk

(Published in The Morning Sun on _____, 2010)

ORDINANCE NO. G-1089

AN ORDINANCE, providing for the change of certain areas from R-2 Two-Family Residential to IP-2 Planned Medium Industrial and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg.

WHEREAS, the Planning and Zoning Commission of the City of Pittsburg, Kansas, has filed their report with the Board of Commissioners of the City of Pittsburg, Kansas, recommending amendment of said Ordinance relating to area and use zoning for Planned Medium Industrial (IP-2), and amendment of the Zoning District Boundary Map.

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

Section 1. That the IP-2 Planned Medium Industrial, as defined by the Zoning Ordinance, is hereby amended and supplemented to include the following described real estate in the City of Pittsburg, Crawford County, Kansas, to-wit:

Lots 1 thru 22, Block 3, Bonview Addition

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

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

ADOPTED AND APPROVED this ____ day of _____, 2010.

Mayor –

ATTEST:

City Clerk - Tammy Nagel

(SEAL)



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: March 15, 2010

SUBJECT: Agenda Item – March 23, 2010
Ordinance No. G-1090
Homer Street – Designation as Trafficway Connection

It is apparent by the current condition of Homer Street between Ford and Deill in front of George Nettels School that something will have to be done with this street. In the past, the City has made several failed attempts to patch sections of this street. In these attempts, the City has found that only a few inches under the asphalt surface there is unsuitable soil. This soil extends to a depth that becomes impractical to remove and replace in small sections. The staff is developing plans for the repair of the street, which will require removal of the existing asphalt and approximately 8-12 inches of soil to be replaced with rock placed on a geo-fabric mat and subsequently re-asphalted.

To fund this project, it will be necessary to issue General Obligation Bonds. To qualify for the City paying 100% of the cost of this project, Homer Street will need to be designated as a trafficway connection between Quincy Avenue and Centennial Drive, which are both designated as main trafficways.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 23, 2010. Action necessary will be to approve or disapprove proposed Ordinance No. G-1090 and, if approved, authorize the Mayor to sign on behalf of the City.

Attachment: Ordinance No. G-1090

cc: Tammy Nagel, City Clerk
Project File
Memo File

(Published in the Morning Sun on _____, 2010)

ORDINANCE NO. G-1090

AN ORDINANCE, amending Section 78-73 of the Pittsburg City Code to designate and establish Homer Street from Quincy Avenue to Centennial Drive, as a trafficway connection, as defined by K.S.A. 12-686, all within the City limits of Pittsburg, Kansas.

WHEREAS, the Governing Body of the City of Pittsburg, Kansas, has found that Homer Street between Quincy Avenue and Centennial Drive, meet the criteria set forth in K.S.A. 12-686 for designation as a trafficway connection and therefore should be designated as such.

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

Section 1. Section 78-73 of the Pittsburg City Code is hereby amended to read as follows:

Sec. 78-73. Main trafficways, trafficway connections, or through highways and/or streets.

(a) The streets enumerated in this subsection (a) are hereby designated as main trafficways, trafficway connections or through highways:

Atkinson

Atkinson Road from North Broadway Avenue to 210th Avenue - main trafficway.

Broadway

Broadway from the north City limits to the south City limits - through street.
Broadway from the north City limits to the south City limits - main trafficway.

Centennial Drive

Centennial Drive from the west City limits to the east City limits - main trafficway.

Ford Street

East Ford Avenue from the east curblineline of South Broadway east to the west curblineline of South Rouse Avenue - main trafficway.

Georgia

Georgia from Quincy to Twelfth Street - through street.

Home

Home Street between East Fourteenth Street and East Twentieth Street - trafficway connection.

Homer Street

Homer Street between Quincy Avenue and Centennial Drive – trafficway connection.

Jefferson

Jefferson from Broadway to the west City limits - through street.

Jefferson Street from Rouse to the alley between Broadway Street and Walnut Street - main trafficway.

Joplin

Joplin from the north City limits to the south City limits - through street.

Joplin Street from Atkinson Road to Centennial Drive - main trafficway.

Locust Street

Locust Street between the south curb line of 10th Street and the north curb line of Jefferson Street, for a distance of approximately 6,052 feet - trafficway connection.

Michigan

Michigan from 20th Street to north City limits - through street.

Pine Street

Pine Street between the south curb line of 20th Street and the north curb line of 2nd Street, for a distance of approximately 6,053.8 feet - trafficway connection.

Quincy

Quincy from the west City limits to the east City limits – main trafficway.

Rouse

Rouse Street from the north City limits to the south City limits - main trafficway.

Walnut

Walnut Street from 20th Street to Quincy - through street.

Walnut Street from West Rose to West 20th Street - main trafficway.

Washington

East Washington from South Joplin to South Rouse - main trafficway.

4th Street

4th Street from the east City limits to the west City limits - through street.

4th Street from U.S. 69 Bypass to the intersection of Free King Highway - main trafficway.

2nd Street

West 2nd Street between the west curb line of North Broadway Street and the east curb line of North Walnut Street, for a distance of approximately 782 feet - trafficway connection.

7th Street

7th Street from Broadway to the east City limits - through street.
7th Street between the west curb line of Joplin Street and the east curb line of Walnut Street, for a distance of approximately 2,132.3 feet - trafficway connection.

9th Street

9th Street from Broadway to the west City limits - through street.

10th Street

10th Street from Broadway to the east City limits - through street.

14th Street

East 14th Street from Rouse to Free King Highway - main trafficway.

20th Street

20th Street from the east City limits to the west City limits - through street.
East 20th Street - main trafficway.

21st Street and 23rd Street

East 21st Street between the west curb line of North Rouse Street and the easternmost edge of the East 23rd Street overpass, for a distance of approximately 1,419 feet and East 23rd Street between the easternmost edge of the East 23rd Street overpass and the east curb line of North Broadway Street, for a distance of approximately 3,938 feet - trafficway connection.

27th Street Terrace

27th Street Terrace from North Rouse Street east a distance of 4,567.87 feet to the City limits - main trafficway.

(b) Every driver of a vehicle or other conveyance traveling on any street intersecting any through street designated in subsection (a) of this Section shall stop such vehicle or other conveyance at the place where such street meets the prolongation of the nearest property line of such through street, subject, however, to the direction of any traffic control sign or any police officer at such intersection. Where a through street is intersected by a through street, the traffic on each street shall come to a full stop before proceeding across the intersected street, except that traffic on a through street which has been designated as a state or federal highway shall not be required to stop at the intersection with another through street.

(c) The City Commission may, by resolution duly published, designate any other street or portions of streets as through streets and cause there to be placed and maintained on each and every street intersecting a through street, standard stop signs of such type and uniformity as to conform to this chapter and the specifications contained in the "Manual and Specifications for Uniform System of Traffic Control Devices on Streets and Highways in Kansas."

Section 2. That this Ordinance shall take effect and shall be in force from and after its passage and publication in the official City newspaper.

PASSED AND APPROVED this ____ day of _____, 2010.

Mayor –

ATTEST:

City Clerk – Tammy Nagel



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: March 15, 2010

SUBJECT: Agenda Item – March 23, 2010
Change Order's 1 and 2
Pittsburg Library East Entry Project

The City has received the attached Change Order's 1 and 2 for the above-referenced project. These change orders are for additional days to be added to the project due to weather delays. Work was originally scheduled to be substantially complete on March 15, 2010. Change Order 1 adds 17 days (making a new substantial completion date of March 27, 2010). Change Order 2 also adds an additional 17 days establishing a new substantial completion date of April 9, 2010. Due to the amount of freezing temperatures, snow and winter weather encountered this year, the staff feels these days are justified and would request approval by the City Commission.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 23, 2010. Action being requested is to approve or disapprove these change orders and, if approved, authorize the Mayor to sign them on behalf of the City of Pittsburg.

Attachment: Change Orders 1 and 2

cc: Tammy Nagel, City Clerk
Andrew J. Huyett, Building Official
Project File
Memo File

AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address): Pittsburg Historic Library East Entry Vestibule	CHANGE ORDER NUMBER: 001 DATE: March 02, 2010	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Tri-State Building & Supply Company 816 E. Jefferson Pittsburg, Kansas 66762	ARCHITECT'S PROJECT NUMBER: 08014 CONTRACT DATE: November 10, 2009 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- Per the Owner-Contractor Contract, the Date of Commencement of Work is stated as November 16, 2009. The Contractor bid 120 calendar days for substantially completing the work, for a March 15, 2010 finish date. Per the attached Change Order No. 1 from Tri-State Building, they are requesting 17 weather days to be added to this date. Per Specification Section 011000-3 1.8 Work Restrictions, Paragraph B, On-Site Work Hours are limited to Monday through Friday, except as otherwise indicated. Weekend weather days will not be allowed at this point in time. The new Substantial Completion Date will be March 27, 2010.

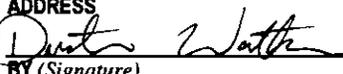
The original Contract Sum was	\$ 114,367.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 114,367.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 114,367.00

The Contract Time will be increased by Twelve (12) days.

The date of Substantial Completion as of the date of this Change Order therefore is March 27, 2010

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Williams Spurgeon Kuhl & Freshnock Architects, Inc. ARCHITECT (Firm name)	Tri-State Building & Supply Company CONTRACTOR (Firm name)	City of Pittsburg, Kansas OWNER (Firm name)
110 Armour Road, North Kansas City, Missouri 64116 ADDRESS	816 E. Jefferson, Pittsburg, Kansas 66762 ADDRESS	201 W. Fourth Street, Pittsburg, Kansas 66762 ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
DUSTIN WATKINS (Typed name)	DANNY J. AREK (Typed name)	(Typed name)
DATE	3/5/10 DATE	DATE

Note: all days should be accepted as this is a calendar day job not work day

P.O. Box 1416
Pittsburg, KS 66762

Phone: 620-231-5260
Fax: 620-231-0575

TITLE: December Weather Days

Date: 1-12-2010

PROJECT: Pittsburg Public Library

Contract NO:

TO: Attn: Rick Kuhl / Dustin Watkins

DESCRIPTION OF CHANGE

See Below

Item	Description	Days	Unit Price	Tax Amount	Net Amount
1.)	12-13-09 (weather day) Wet and muddy conditions.	1.00		\$0.00	
2.)	12-14-09 (weather day) Freezing conditions 20F, windhill 0F	1.00		\$0.00	
3.)	12-15-09 (weather day) Freezing conditions 18F, windhill 0F	1.00		\$0.00	
4.)	12-18-09 Waiting on City to provide dirtwork test results before we can continue	1.00		\$0.00	
5.)	12-19-09 Waiting on City to provide dirtwork test results before we can continue	1.00		\$0.00	
6.)	12-20-09 Waiting on City to provide dirtwork test results before we can continue	1.00		\$0.00	
7.)	12-21-09 Waiting on City to provide dirtwork test results before we can continue	1.00		\$0.00	
8.)	12-22-09 Waiting on City to provide dirtwork test results before we can continue.	1.00		\$0.00	
9.)	12-23-09 (weather day) Rain, wet and muddy conditions. Waiting on City to provide dirtwork test results before we can continue.	1.00		\$0.00	
10.)	12-24-09 (weather day) Freezing conditions, rain, sleet, then 4" of snow 18F. Waiting on City to provide dirtwork test results before we can continue.	1.00		\$0.00	
11.)	12-25-09 (weather day) Freezing ground conditions, rain and sleet 18F. Waiting on City to provide dirtwork test results before we can continue.	1.00		\$0.00	
12.)	12-26-09 (weather day) Freezing ground conditions, 19F. Waiting on City to provide dirtwork test results before we can continue.	1.00		\$0.00	
13.)	12-27-09 (weather day) Freezing ground conditions, 18F. Waiting on City to provide dirtwork test results before we can continue.	1.00		\$0.00	
14.)	12-28-09 (weather day) Freezing ground conditions, 22F. Waiting on City to provide dirtwork test results before we can continue.	1.00		\$0.00	
15.)	12-29-09 (weather day) Freezing ground conditions, 20F. Waiting on City to provide dirtwork test results before we can continue.	1.00		\$0.00	
16.)	12-30-09 (weather day) Freezing ground conditions, and snow 31F. Waiting on City to provide dirtwork test results before we can continue.	1.00		\$0.00	

17.)	12-31-09 (weather day) Freezing ground conditions, and snow 17F. Waiting on City to provide dirtwork test results before we can continue.	1.00	\$0.00	
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Unit Cost: \$0.00
Tax Amount: \$0.00
Total Change To Contract: \$0.00

The Original Contract Sum was	\$114,367.00
Net Changes to Contract Previously Approved	\$0.00
The Contract Sum Previous to This Change Order was.....	\$114,367.00
Net Changes to Contract by This Change Order.....	\$0.00
The New Contract Sum Including This Change Order.....	\$114,367.00

ACCEPTED:

WSKF
 By: *Dustin Watkins*
 Rick Kuhl / Dustin Watkins

Tri-State Building & Supply Co., Inc
 By: *Coby Cowan*
 Coby Cowan

Date: 1-27-10

Date: 1-14-10



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Pittsburg Historic Library East Entry Vestibule	CHANGE ORDER NUMBER: 002 DATE: March 02, 2010	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Tri-State Building & Supply Company 816 E. Jefferson Pittsburg, Kansas 66762	ARCHITECT'S PROJECT NUMBER: 08014 CONTRACT DATE: November 10, 2009 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- Per attached Change Order No. 2 from Tri-State Building, they are requesting 17 weather days to be added to the substantial completion date. Per Specification Section 011000-3 1.8 Work Restrictions, Paragraph B, On-Site Work Hours are limited to Monday through Friday, except as otherwise indicated. Weekend weather days will not be allowed at this point in time. The new Substantial Completion Date will be April 9, 2010.

The original Contract Sum was	\$ 114,367.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 114,367.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 114,367.00

The Contract Time will be increased by Thirteen (13) days.

The date of Substantial Completion as of the date of this Change Order therefore is April 09, 2010

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Williams Spurgeon Kuhl & Freshnock Architects, Inc.	Tri-State Building & Supply Company	City of Pittsburg, Kansas
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
110 Armour Road, North Kansas City, Missouri 64116	816 E. Jefferson, Pittsburg, Kansas 66762	201 W. Fourth Street, Pittsburg, Kansas 66762
ADDRESS	ADDRESS	ADDRESS
<i>Dustin Watkins</i>	<i>Danny J. Arck</i>	
BY (Signature)	BY (Signature)	BY (Signature)
DUSTIN WATKINS	DANNY J. ARCK	
(Typed name)	(Typed name)	(Typed name)
3/2/10	3/5/10	
DATE	DATE	DATE

Note: All days should be accepted as this is a calendar day job not work day!

TRI-STATE BUILDING

CHANGE ORDER

No. 2

P.O. Box 1416
Pittsburg, KS 66762

Phone: 620-231-5260
Fax: 620-231-0575

TITLE: January Weather Days 2010

Date: 2-10-2010

PROJECT: Pittsburg Public Library

Contract NO:

TO: Attn: Rick Kuhl / Dustin Watkins

DESCRIPTION OF CHANGE

See Below

Item	Description	Days	Unit Price	Tax Amount	Net Amount
1.)	1-1-10 (weather day) Freezing conditions 12F, windchill -3F	1.00		\$0.00	
2.)	1-2-10 (weather day) Freezing conditions 7F, windchill -5F.	1.00		\$0.00	
3.)	1-3-10 (weather day) Freezing conditions 12F, snow 3".	1.00		\$0.00	
4.)	1-4-10 (weather day) Freezing conditions 4F.	1.00		\$0.00	
5.)	1-5-10 (weather day) Freezing conditions 4F, snow.	1.00		\$0.00	
6.)	1-6-10 (weather day) Freezing conditions 14F, snow.	1.00		\$0.00	
7.)	1-7-10 (weather day) Freezing conditions 3F, snow.	1.00		\$0.00	
8.)	1-8-10 (weather day) Freezing conditions -2F.	1.00		\$0.00	
9.)	1-9-10 (weather day) Freezing conditions 5F.	1.00		\$0.00	
10.)	1-10-10 (weather day) Freezing conditions -2F.	1.00		\$0.00	
11.)	1-11-10 (weather day) Frozen ground 23F.	1.00		\$0.00	
12.)	1-21-10 (weather day) Rain all day, to wet to work.	1.00		\$0.00	
13.)	1-27-10 (lost day) Began excavating trench footing in AM and uncovered 3" conduit in footing area. Stopped work and informed architect.	1.00		\$0.00	
14.)	1-28-10 (lost day) Waiting on instruction from architect in regard to footing.	1.00		\$0.00	
15.)	1-29-10 (lost day/weather day) Waiting on instruction from architect in regard to footing, and rained all day.	1.00		\$0.00	
16.)	1-30-10 (lost day) Waiting on instruction from architect in regard to footing.	1.00		\$0.00	
17.)	1-31-10 (lost day) Waiting on instruction from architect in regard to footing.	1.00		\$0.00	

Unit Cost: \$0.00
Tax Amount: \$0.00
Total Change To Contract: \$0.00

The Original Contract Sum was	\$114,367.00
Net Changes to Contract Previously Approved	\$0.00
The Contract Sum Previous to This Change Order was.....	\$114,367.00
Net Changes to Contract by This Change Order.....	\$0.00
The New Contract Sum Including This Change Order.....	\$114,367.00

ACCEPTED:

WSKF

By: _____
Rick Kuhl / Dustin Watkins

Date: _____

Tri-State Building & Supply Co., Inc

By: Cody J. Cowan
Cody Cowan

Date: 2-10-10



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: March 15, 2010

SUBJECT: Agenda Item – March 23, 2010
Supplemental Agreement
Memorial Auditorium Entry Stair Replacement Project

PEC has completed the design plans and specifications for the Memorial Auditorium Entry Stair Replacement Project. This project has been let and Home Center Construction received Notice to Proceed to commence work on or before March 15, 2010.

Andy Huyett is the Project Manager for the City on this project and will be making the daily visits to the site to check on the construction progress. The City has asked PEC, however, to review the shop drawings submitted by the contractor on this project. We have also asked that they be involved in reviewing the exterior wall of the Memorial Auditorium to evaluate the proposed waterproofing as specified in the plans and specifications and determine its effectiveness at preventing moisture from entering the building. PEC has submitted a supplemental agreement providing that their fees will be based on an hourly rate from attachment B-1 to this supplemental agreement. The staff is anticipating there will only be a few hours' worth of involvement from PEC.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 23, 2010. Action necessary will be to approve or disapprove the supplemental agreement and, if approved, authorize the Mayor to sign on behalf of the City.

Attachment: PEC Supplemental Agreement

cc: Tammy Nagel, City Clerk
Andrew J. Huyett, Building Official
Project File
Memo File

11 March 2010

Mr. Bill Beasley, Director of Public Works
City of Pittsburg
201 W. 4th
Pittsburg, Kansas 66762

Reference: Supplemental Agreement - Entry Stair Replacement
PEC Project No. 334-07E03-024-0830

Dear Mr. Beasley:

This letter is written to serve as a supplemental agreement between the City of Pittsburg, Kansas (CITY), and Professional Engineering Consultants, P.A. (PEC) to provide construction administration services for the replacement of the main entry stairs at Pittsburg Municipal Auditorium.

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

A. Scope of Services

1. Attend meetings as requested by the City of Pittsburg
2. Review of shop submittals by the Contractor.
3. Provide onsite construction observation as requested by the City of Pittsburg.

B. Responsibility of CITY

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

1. n.a.

C. Exclusions

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. n.a.

D. Payment Provisions

Professional Engineering Consultants, P.A., proposes to perform the
aforedescribed Scope of Services on the basis of Standard Hourly Rates
(copy attached), plus reimbursable expenses, for a not-to-exceed total fee
of \$ 1,500.

- CAD machine time will be billed as a reimbursable expense at \$16.00/per hour.
- Reimbursable expenses shall include printing and travel outside of Pittsburg, Kansas.

Unless otherwise agreed upon, billings will be made once a month for work completed the previous month.

E. Time of Performance

PEC proposes to begin work on the PROJECT following receipt of an executed copy of this agreement.

This letter, the "Standard Conditions" and "Standard Hourly Rates" attached hereto comprise the entire agreement between the CITY and PEC. They may be altered only by Supplemental Agreement.

Thank you for contacting us to provide design services on the subject PROJECT. Should you have questions or if additional information is required, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our contract and notice to proceed with the work.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Bruce D. Remsberg, P.E.
Pittsburg Office Manager

ACCEPTED: City of Pittsburg, Kansas

By: _____

Title: _____

Date: _____

1. **STANDARD OF CARE:** Professional Engineering Consultants, P.A., its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "PEC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. PEC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.
2. **USE OF DOCUMENTS:** Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited. PEC shall retain ownership thereof.
3. **INSURANCE:** PEC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.
4. **NO GUARANTEE:** PEC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. PEC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.
5. **INDEMNIFICATION/HOLD HARMLESS:** PEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from PEC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by PEC or anyone for whom PEC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PEC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PEC is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of PEC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.
6. **DISPUTES:** Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.
7. **ASSIGNMENT OR SUBLETTING OF CONTRACT:** Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement shall be binding upon the Client, its successors and assigns.
8. **NON PAYMENT/TERMINATION OF AGREEMENT:** If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PEC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PEC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PEC for the value of services rendered up to the time of termination.
9. **DIFFERING SITE CONDITIONS:** The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PEC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold PEC harmless from all claims for Differing Site Conditions, provided PEC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.
10. **EXTRA WORK:** Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.
11. **FORCE MAJEURE:** The Client shall not hold PEC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PEC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.
12. **AGREEMENT SOLELY FOR PARTIES' BENEFIT:** This agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.
13. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, PEC's total liability to Client is limited to the greater of \$50,000 or two times PEC's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability. In no event shall PEC be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
6. **DISPUTES:** Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be

HOURLY RATE SCHEDULE
ATTACHMENT B.1

<u>Title</u>	<u>Hourly Rate</u>
Principal Engineer 3.....	\$125.00
Principal Engineer 2.....	\$120.00
Principal Engineer 1.....	\$115.00
Project Manager 5.....	\$110.00
Project Manager 4.....	\$105.00
Project Engineer 5.....	\$102.00
Project Engineer 4.....	\$92.00
Project Engineer 3.....	\$82.00
Project Engineer 2.....	\$75.00
Design Engineer 3.....	\$70.00
Design Engineer 2.....	\$65.00
Design Engineer 1.....	\$55.00
Landscape Arch. 3.....	\$75.00
Land Use Planner 3.....	\$92.00
Land Use Planner 1.....	\$65.00
Design Technician Supervisor 3.....	\$80.00
Design Technician Supervisor 2.....	\$60.00
Design Technician 5.....	\$78.00
Design Technician 4.....	\$68.00
Design Technician 3.....	\$58.00
Drafter/CAD Operator 4.....	\$58.00
Drafter/CAD Operator 3.....	\$50.00
Drafter/CAD Operator 2.....	\$44.00
Drafter/CAD Operator 1.....	\$38.00
Balance Technician Supervisor 3.....	\$68.00
Balance Technician 5.....	\$68.00
Balance Technician 4.....	\$64.00
Balance Technician 3.....	\$58.00
Land Surveyor 4.....	\$88.00
Land Surveyor 3.....	\$70.00
Land Surveyor 2.....	\$60.00
Party Chief 4.....	\$55.00
Instrument Man 3.....	\$50.00
Instrument Man 2.....	\$48.00
Survey Assistant 2.....	\$44.00
Survey Assistant 1.....	\$32.00

HOURLY RATE SCHEDULE

Page 2

<u>Title</u>	<u>Hourly Rate</u>
3 Man Survey Crew	\$175.00
2 Man Survey Crew	\$140.00
2 Man Survey Crew w/Robot.....	\$150.00
1 Man Survey Crew w/Robot.....	\$110.00
Field Engineer 3	\$75.00
Inspector Supervisor 3	\$70.00
Inspector 5	\$68.00
Inspector 4	\$62.00
Inspector 3	\$54.00
Lab Technician Supervisor 3	\$66.00
Lab Technician 4.....	\$58.00
Lab Technician 3.....	\$50.00
Lab Technician 2.....	\$46.00
Lab Technician 1.....	\$34.00
Administrative Assistant Supervisor 4.....	\$52.00
Administrative Assistant 3	\$48.00
Clerk Typist 2	\$40.00
Clerk Typist 1	\$32.00
Computer Programmer.....	\$68.00
Technical Writer 3	\$52.00
Word Processing Technician 4	\$50.00
Computer CADD	\$16.00
GPS	\$50.00

REIMBURSABLES:

Outside Consultants	Cost plus 10%
In-House Consultant	Labor Cost Times 2.0
Reproduction & Photography	Cost plus 10%
Equipment Rental.....	Cost plus 10%
Material	Cost plus 10%
Truck Mileage	\$0.60/Mile
Auto Mileage	\$0.55/Mile
Car Rental and Fuel	Cost
Per Diem	Cost
Telephone (Long Distance).....	No Charge
Fax.....	No Charge
Postage (Regular Mail)	No Charge
Deliveries and Overnight Mail.....	Cost plus 10%

6/3/08



Interoffice Memorandum

TO: John Van Gorden
FROM: Mark Turnbull
DATE: March 9, 2010
SUBJECT: Board Appointment Joplin Prosperity Initiative

The City Commission voted to join the Joplin Prosperity Initiative. The City of Pittsburg's level of support provides an automatic seat on the Governance Board for the JRPI.

An organizational meeting of the Governance Board was held on March 10, 2010 at 3:30 p.m. at the Joplin Area Chamber Office. Patrick O'Brian attended as a representative of the City. Action is requested to appoint a representative of the City of Pittsburg to the JPI Board.

Please consider appointing a representative to this governing board.



Interoffice Memorandum

TO: John Van Gorden
FROM: Mark Turnbull
DATE: March 12, 2010
SUBJECT: Google Broadband Application

Staff has developed an application which will be jointly submitted for funding of a tri-state broadband fiber network. Multiple organizations including municipalities, businesses, schools, utility companies and interested citizens have joined forces to work on a major internet project proposed by Google, Inc. entitled, "Google Fiber for Communities".

Joplin, Missouri is the primary submitting community. Cities including Carthage, Webb City, Galena, Baxter Springs, Neosho, Miami Oklahoma and others will attach applications in support of constructing this regional fiber network. Construction of the network will be assumed by Google.

Staff requests the commission consider the application and if favorably considered authorize the Mayor to sign appropriate documents.



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: March 15, 2010

SUBJECT: Agenda Item – March 23, 2010
Lease Agreement
213 E. Quincy

The City of Pittsburg purchased the property at 213 E. Quincy in November of 2009. The property became available for sale and the City staff knew the importance of this property for the East Quincy Street Improvements Project. The projected bid date for this project is February 2013 and it is anticipated no construction work would occur for 3-6 months after the bid date. City staff would, therefore, like to lease this property until it is necessary to involve this property with the improvements to Quincy Street.

After consulting with a local realtor, the staff has set a rental rate of \$1,000 per month for this property. We have been contacted by four students attending PSU who wish to rent this structure. The City has been in contact with their parents and prepared a lease agreement guaranteed by the parents for the leasing of this structure. We have also requested a \$1,000 damage deposit be held by the City for damages that may occur to the structure during the leasing period.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 23, 2010. Action necessary will be to approve or disapprove the lease agreement and, if approved, authorize the Mayor to sign on behalf of the City.

The proposed lease agreement is for a 14-month period. It's possible this structure could become available for lease again before the commencement of this project. The staff is also requesting authorization for the City Manager to approve future leases for 213 E. Quincy.

MEMO TO: JOHN D. VANGORDEN
MARCH 15, 2010
PAGE TWO

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

Attachment: Lease Agreement

cc: Tammy Nagel, City Clerk
Project File
Memo File

RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT, executed between _____, hereinafter called TENANTS; and The City of Pittsburg, Kansas, the OWNER of property located at 213 E. Quincy, in Pittsburg, Crawford County, Kansas.

TERM: The term of this Agreement shall be for 14 months, and the Agreement shall terminate on the 31st day of May, 2011.

RENT: The total rent due under this Agreement is Fourteen Thousand Dollars (\$14,000.00) which shall be paid in monthly installments of One Thousand Dollars (\$1,000.00) in advance, commencing on the 1st day of April, 2010, and a like payment on or before the 1st day of each month thereafter. **PROVIDED, HOWEVER,** if any monthly payment is not received within five (5) days of the due date then, Tenants shall pay a \$5.00 per day late charge as and for additional rent for that month. In the event that Tenants default in paying the monthly rent installments and /or late charges required by this Agreement within three (3) days after receiving a three (3) day written notice to pay or quit from Owner, the total remaining amount due and owing hereunder shall be immediately due and payable. Possession of the premises on the first (1st) day of any month renders Tenants liable for the full month's rent unless otherwise agreed to otherwise in writing by Owner.

SECURITY DEPOSIT: The Tenants have deposited the sum of One Thousand Dollars (\$1,000.00) as a security deposit to be held by the Owner for application against payment of accrued rent and late charges, cleaning expenses and damages suffered by reason of Tenants' noncompliance with this Agreement. The Tenants understand and acknowledge that the Owner will suffer damages if this Agreement is terminated before the expiration date, which damages will be in addition to any loss the Owner might suffer by reason of being unable to re-lease the premises. The Tenants also understand that these additional damages might be difficult to calculate, but would include clean up costs, repair costs, overhead expenses attributable to advertising, bookkeeping, and similar costs. Therefore, the parties agree that if the Agreement is terminated before the expiration of the term provided for, the Owner shall be entitled to retain the security deposit as liquidated damages and not as a penalty in addition to any loss which Owner might suffer by reason of damages to the property or being unable to re-lease the premises. Provided, however, should Tenants not breach or terminate the Agreement before the expiration date, the Owner may retain only that portion of the deposit as is necessary to make it whole for any losses caused by Tenants for damages and/or clean-up expenses. The Tenants also agree and understand that the security deposit is not a prepayment of their last month's rent, does not constitute a trust fund, and may be deposited in any bank or depository selected by Owner, and may be commingled with Owner's funds and the Owner shall be under no obligation to pay or account to Tenants for any interest, earnings or increments accruing to the Owner from the use of any such security deposit.

UTILITIES: It is understood that the Tenants will be solely responsible for the payment of the following utilities: X Water and Sewer X Electricity X Gas X Cable and Internet Service.

If Tenants vacate the premises during the term of this Agreement, they shall not be relieved of their obligation to pay for any utilities which are necessary and proper to protect the leased premises. The Owner shall have the option, if Tenants have instructed the utility companies to discontinue the utility service, to pay the costs of keeping the utilities connected to the improvements in order to protect the property, with the cost of such utility bills to be a debt owing from Tenants to Owner, plus interest at twelve percent (12%) per annum thereon. Tenants further agree to place the above marked utilities in their names at the time of entering into possession of the leased premises and to maintain said utilities in their names until this Agreement is terminated.

RENEWAL: This Agreement shall automatically renew for additional twelve (12) month terms at the monthly rental rate of \$1,000.00 beginning June 1, 2011 and ending May 31, 2012 unless Owner or Tenants notify the other party in writing at least sixty (60) days prior to the expiration of the then current lease term that the party desires to terminate or renegotiate the terms of the then current Agreement. In the event such written notice is given by either party, then the current Agreement shall terminate at the expiration of the then current lease term and a new successor written Lease Agreement shall be required to reinstate Tenants' right of possession of the premises. Should Tenants hold over past the then current lease term without entering into a successor written Lease Agreement with Owner, said possession shall be unlawful and entitle Owner to recover from Tenants double the then current monthly rent for each month Tenants remain in possession of the premises. Nothing in the section shall prohibit Owner from exercising their right to file an action in the District Court of Crawford County to evict Tenants from the premises.

INSURANCE: The Tenants agree and understand that **Owner does not carry insurance to protect Tenants' personal furnishings, goods, belongings, and valuables from loss due to theft, fire, windstorm, or other casualties.** Tenants acknowledge the Owner has recommended that each tenant purchase appropriate insurance to protect the Tenants and their belongings in case of loss due to theft, fire, windstorm or other casualties. Tenants hereby release and discharge Owner from any liability from loss or damage due to theft, fire, windstorm or other casualties.

PESTS: The Tenants acknowledge that Owner has had the premises inspected and treated for roaches, fleas, termites, ants, mice and such other insects and pests prior to Tenants taking possession of the premises and, it is Tenants' duty to maintain the premises in such an insect and pest free condition during the entire term of this Agreement.

MOLD: The Tenants acknowledge that the premises have been cleaned and are free of mold and mildew upon Tenants taking possession of the premises and, it is, Tenants' duty to maintain the premises in such a mold and mildew free condition during the entire term of this Agreement.

REPAIRS: Any repairs required to be made by tenants pursuant to the terms of this Agreement shall only be made by licensed and insured contractors approved by Owner. The Tenants shall perform no such repairs on their own without prior written approval of Owner.

ILLEGAL DRUG ACTIVITY: Tenants, or any one of them, or a guest or guest(s) of Tenants shall not engage in the manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]). Violation of the above provision shall be good cause for termination of this Agreement by Owner upon thirty (30) days written notice to Tenants.

NOTICE: The Tenants are hereby notified that the contact name, business address and telephone number of the Owner is as follows:

OWNER: The City of Pittsburg, Kansas
Attn: Bill Beasley, Public Works Director
P.O. Box 688
Pittsburg, KS 66762
Phone: (620) 231-4170

OWNER'S AGREEMENTS: Except where prevented by an act of God, the failure of public utility services, or other conditions beyond the Owner's control, the Owner agrees:

- a. To comply with the requirements of applicable building and housing codes materially affecting health and safety. (This requirement takes precedence over each and all of the following requirements).
- b. To maintain the roof, the exterior walls, floors, and foundation in good and safe repair and condition, as well as, all electrical, plumbing, sanitary, heating and air conditioning systems; which obligation does not include the purchase or replacement of light bulbs, the painting of interior walls, repair of glass breakage, screen damage, or repair of any damage caused by Tenants or Tenants' guests.

TENANTS' AGREEMENTS: The Tenants agree:

- a. To keep and maintain the premises, fixtures, interior walls, and any other improvements thereon, clean, safe, and in good repair and condition.
- b. To remove from Tenants' premises all ashes, rubbish, garbage and other waste in a clean and safe manner. Tenants shall contract for weekly trash pickup service.
- c. To keep all plumbing fixtures in the premises as clean as their condition permits and repair all plumbing stoppages except those cause by tile or pipe breakage, root growth, or other cases beyond the control of the Tenants. Fiberglass tubs and showers and kitchen sinks shall only be cleaned with non-abrasive products.

- d. To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances provided.
- e. To be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of the Tenants or by any person, animal or pet on the premises at any time with the express or implied permission or consent of the Tenants.
- f. Not to make or permit noises or engage in conduct or allow any person on the premises, with the express or implied permission or consent of the Tenants, to make or permit noises or engage in conduct that will disturb the quiet and peaceful enjoyment of the premises by other Tenants.
- g. To notify the Owner in writing of any absence from the property for more than seven (7) days.
- h. To notify the Owner promptly of any damage caused by the Tenants, their invitees, guests, family or pets, and any damage to the Tenants' premises or the lawn or driveway of which the Tenants have knowledge.
- i. Not to sublet or assign the agreement or any part thereof by their own acts, process or operation of law or in any manner whatsoever without the prior written consent of the Owner endorsed on the Agreement. A charge of \$250.00 per tenant shall be assessed for any subletting or assignment and any such subletting or assignment shall not release any tenant from their obligations under this Agreement. Any sublessee must sign the Agreement prior to entering into the possession of the premises. Any attempt to assign or sublease without strict compliance with the above terms shall confer no rights on the purported assignee or sublessee.
- j. To make no repairs or alterations, including painting, in the premises without the prior written consent of the Owner.
- k. Not to use the premises or permit the use thereof in such a manner as to void or increase the rate or insurance thereof.
- l. To comply with all ordinances of the City of Pittsburg and the laws of the State or Kansas, and to indemnify and hold and save Owner harmless on account of all charges, fines, or damage for non-observance thereof.
- m. To use the premises solely as a private residence for only those individuals listed as Tenants on page 1 of this Agreement and who have signed this Agreement. Tenants shall not permit any other individuals to reside on the premises for more than seven (7) days unless prior written approval is obtained from Owner.

- n. Not to permit or keep pets of animals or any kind on the premises, either inside or outside, without prior written approval by Owner and payment of an additional security deposit in the sum of one –half (1/2) of the monthly rental installment amount.
- o. To return all keys to Owner upon the expiration of this Agreement. Rent shall continue to be owned by Tenants until all keys are returned to the Owner. In the event all keys are not returned to Owner, Tenants will be charged to change the locks on the premises.
- p. To keep all utilities for electricity, heat, and water in good standing during the entire term of this Agreement and not permit the same to be disconnected or shut off, making certain keep the premises heated during the winter to prevent the pipes from freezing.
- q. Not to alter or replace any locks on the doors without prior written consent of Owner.
- r. Upon termination of this Agreement, to clean the premises so as to leave them in the same condition as existed on the date this Agreement was entered into. All rugs must be steam cleaned upon moving out or Owner will do so and deduct the cost of doing so from Tenants' security deposit.
- s. Not to park vehicles or place any buildings or structures on the lawn at any time, including moving in and out. Any damage to lawn and yard is the sole responsibility of Tenants for immediate repair at Tenants' expense.
- t. Not to install or erect any signs or advertising, outside wiring, aerials, dishes or antennas on the premises without the prior written consent of Owner.
- u. To permit Owner to enter the dwelling with a pass key every two (2) months at any reasonable time upon three (3) days advance written notice for the purpose of inspecting the premises, making necessary repairs and conducting routine maintenance.
- v. To be solely responsible for lawn mowing and care and snow and ice removal on the premises.
- w. To remove any inoperable vehicle from the premises within seven (7) days.
- x. To pay a \$30.00 bad check charge, in addition to applicable late charges, for any check submitted to Owner which is not honored for any reason during the term of this Agreement, and to pay all future rent payments in cash or by cashier's check or money order.

MISCELLANEOUS:

- a. All Tenants and Guarantors shall be jointly and severally liable to Owner for all payments and obligations due under this Agreement and the performance of all the terms and conditions of this Agreement.

- b. The parties acknowledge that they are bound by the provisions of the Kansas Residential Landlord- Tenant Act, including, but not limited to, the preparation of an inventory of the condition of the premises (Move In Checklist and Move Out Checklist) at the initial term and expiration of this Agreement which shall govern the question of damages, copies of which are attached hereto, and marked Attachment A and B. Tenants shall jointly prepare said checklist with Owner within seven (7) days of taking possession of the premises and upon surrendering possession of the premises to Owner.
- c. The parties further acknowledge that housing built before 1978 is covered by the Residential Lead-Based Paint Hazard Reduction Act, and pursuant to said Act the parties must execute a lead-based paint hazards disclosure and acknowledgement form, if applicable; a copy is attached hereto and marked as Attachment C.
- d. This Agreement shall be binding on the heirs, administrators, executors, trustees, receivers, successors, sublessees, and assigns of the parties hereto.
- e. No provision in this Agreement shall be deemed to have been waived by Owner unless such waiver shall be in writing and signed by the Owner. Acquiescence in the Tenants' prior default by Owner of any of the conditions, terms or obligations of Tenants under this Agreement shall not be deemed a waiver of the right to insist upon strict performance and compliance with any future condition, term or obligation of Tenants under this Agreement.
- f. By their signatures, the Tenants, Guarantors, and the Owner acknowledge that each has read this Agreement and all terms and conditions were explained to each one's satisfaction.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20____.

TENANTS:

OWNER: The City of Pittsburg, Kansas

Signature

By:_____
Mayor:

Printed Name

ATTESTED:

Permanent Address & Telephone Number

Tammy Nagel - City Clerk

Signature

Printed Name

Permanent Address & Telephone Number

Signature

Printed Name

Permanent Address & Telephone Number

Signature

Printed Name

Permanent Address & Telephone Number

GUARANTORS:

Signature

Rick Wahle

Printed Name

3880 Hwy 185, New Haven, MO 63068

Address

(573) 459-2130

Telephone

Relationship to Tenants

Signature

Sherry Wahle

Printed Name

3880 Hwy 185, New Haven, MO 63068

Address

(573) 459-2130

Telephone Number

Relationship to Tenants

GUARANTORS:

Signature

Randy Dreiling

Printed Name

3202 Northwestern St., Hutchinson, KS 67502

Address

(620) 669-7947

Telephone

Relationship to Tenants

GUARANTORS:

Signature

Gary "Todd" Taylor

Printed Name

113 E. 22nd St., Hays, KS 67601

Address

(785) 635-8303

Telephone

Relationship to Tenants

GUARANTORS:

Signature

Mike Miller

Printed Name

7308 Woodland, Shawnee, KS 66218

Address

Telephone

Relationship to Tenants

Signature

Stacy Miller

Printed Name

7308 Woodland, Shawnee, KS 66218

Address

Telephone Number

Relationship to Tenants

GUARANTY

In consideration of The City of Pittsburg, Kansas (Owner) entering into a Residential Lease Agreement dated the _____ day of _____, 20____ with _____

(Tenants), the undersigned Guarantors hereby irrevocably and unconditionally guarantee all payments due under the Lease Agreement and performance of all other obligations and liabilities due and to become due to Owner from Tenants under said Lease Agreement, together with all interest thereon, and all costs and expenses of collection, including reasonably attorney fees, incurred by Owner in enforcing the terms of said Lease Agreement.

The undersigned Guarantors agree that this Guaranty is and shall be a continuing guaranty and all obligation and liabilities to which it applies or may apply shall be conclusively presumed to have been created in reliance hereon and shall continue in full force and effect, notwithstanding any (a) change in installment payment, or other obligations under the Lease Agreement; (b) renewals, modifications, additions or extensions thereto or extensions of time to perform any of the obligations thereunder.

The undersigned Guarantors waive notice of any such changes, renewals, modifications, additions, extensions or of any default by Tenants.

No invalidity, irregularity or unenforceability of all or any part of the obligations and liabilities hereby guaranteed shall affect, impair or be a defense to the Guaranty. This Guaranty is primary obligation of the undersigned Guarantors.

This instrument shall be deemed to have been made in the County of Crawford, State of Kansas, and shall be interpreted in accordance with the laws of the State of Kansas.

As a part of the consideration for the Owner's execution of the Lease Agreement with Tenants, the undersigned Guarantors agree that any and all actions or proceedings arising directly or indirectly from this Guaranty shall be litigated in courts having a situs within Crawford County, Kansas.

This Guaranty shall bind the respective heirs, executors, administrators, trustees, and assigns of the undersigned Guarantors.

IN WITNESS WHEREOF, each Guarantor has executed this Guaranty as of the ____ day of _____, 20____.

Ricky Wahle, Guarantor

Sherry Wahle, Guarantor

Randy Dreiling, Guarantor

Gary "Todd" Taylor, Guarantor

Mike Miller, Guarantor

Stacy Miller, Guarantor



Section Number II
Effective Date: 12/22/2009
Revision Date:

Policy Number: 206
Page 1 of 2
Revision Number:

TITLE	EMPLOYMENT CATEGORIES AND POSITION CLASSIFICATION
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Non-Exempt employees are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are **NOT** exempt from the law's requirements concerning minimum wage, compensatory time and overtime.

Exempt employees are generally managers, professional, administrative, or technical employees who are exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs which meet the standards and criteria established under the FLSA by the US Department of Labor.

In addition, the City of Pittsburg has established the following categories for both non-exempt and exempt employees:

Regular, full-time – Employees who are not in a temporary status and who are regularly scheduled to work 40 hours in a work week. Generally, they are eligible for the full benefit package, subject to the terms, conditions and limitations of each benefit program.

Full-time Fire – Employees average fifty-six (56) hours of work per week. Fire department employees receive overtime for hours over 242106 in a 2814 day period. Fire department employees do not receive compensatory time benefits.

Regular, part-time – Employees who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule of less than 40 hours per week. Regular, part-time employees are eligible for some of the benefits offered by the City subject to the terms, conditions, and limitations of each benefit program.

Temporary, full-time – Employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project and who are temporarily scheduled to work 40 hours a week for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary, part-time -- Employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project and who are temporarily scheduled to work less than 40 hours in a week. Employment beyond any initially stated period does not in any way imply a change in employment status.



Section Number II
Effective Date: 12/22/2009
Revision Date:

Policy Number: 206
Page 2 of 2
Revision Number:

POSITION CLASSIFICATIONS

Each City position shall, on the basis of the duties, responsibilities, skills, experience, education and training required on the position, be allocated to an appropriate job classification. Each job classification shall have a descriptive title, a description of the essential and marginal job functions of the position, a description of job duties, and a statement of the qualifications for filling such the position. Classification descriptions shall be approved by the City Manager and kept on file in the Human Resources department and shall be open to inspection by any interested party during regular office hours.

The Governing Body has adopted a grade pay plan, with minimum and maximum amounts of pay for each class of positions assigned to a particular grade. The pay ranges assigned to each class of positions shall be periodically reviewed, revised, and approved by the Governing Body.

It is the responsibility of each department head to make recommendations and requests for any and all organization changes which will significantly alter or affect changes in existing classifications or proposed classifications to the City Manager. It is the responsibility of the City Manager to review such requests and make recommendations deemed appropriate to the Governing Body. The City Manager shall approve all new or revised job classifications. The Governing Body shall approve annually a salary ordinance which sets job classifications and pay ranges.



Section Number: II
Effective Date: 12/22/2009
Revision Date:

Policy Number: 210
Page 1 of 1
Revision Number:

TITLE	HOURS OF WORK
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All City offices are open for business between 8:00 a.m. and 5:00 p.m., Monday through Friday. However, department administrators may establish other working hours, so long as all full-time employees work at least a forty-hour work week. However, Firefighters work in 24 hour shifts and are on a ~~28~~14 day work cycle. Most City offices do not close for lunch, so flexing of schedules may be required. An employee's supervisor will inform employees about normal work hours for the department and their individual positions.

Work schedules (beginning work time, ending work time and specified days of work) will be established for each employee by supervisory personnel who may change such schedules based on the needs and requirements of each Department.

Time worked includes all time that an employee is required to be physically at work; therefore, employees are not permitted to start work prior to their scheduled start time or work after the established schedule for that employee without prior supervisor approval.



Section Number: III
Effective Date: 12/22/2009
Revision Date:

Policy Number: 302
Page 1 of 2
Revision Number:

TITLE	OVERTIME AND COMPENSATORY TIME
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The Fair Labor Standards Act (FLSA) allows public employers to pay nonexempt employees for overtime worked in the form of compensatory time off. An employee may be given compensatory time off ("comp. time") in lieu of cash payments for the overtime worked. The City allows employees to receive compensatory time rather than be paid overtime, as long as compensatory time does not exceed limits set by the individual employee's department. Compensatory time may be used in lieu of cash overtime compensation only if such an agreement or understanding has been arrived at between the City and the individual employee before the performance of work. Any comp time off shall be at the rate of 1 ½ times the hours of overtime worked.

No exempt employee as defined by the FLSA, shall be eligible for overtime pay or compensatory time off.

Compensation for authorized overtime work will be paid at the rate of 1 ½ times the employee's regular rate of pay. Overtime compensation will be paid the first payday following the pay period in which it was earned. For compensatory time with City Manager approval, departments may establish maximum accrual limits and require employees to use accrued compensatory time prior to the end of the fiscal year.

With the exception of firefighters and employees with exempt status, all employees shall be eligible to receive overtime compensation (1 ½ times the hourly rate of pay) for all hours in excess of forty (40) hours a week.

Section 7(k) of the FLSA provides that employees engaged in fire protection may be paid overtime on a "work period" basis. The City of Pittsburg has determined a "work period" to be 2814 consecutive days in length. Fire protection personnel are due overtime under such a plan after 212106 hours during a 2814-day period.

Paid leave time is considered as time worked for computing overtime within a scheduled work period for all non-exempt employees.

Emergency Response

Non-exempt employees will be granted a minimum of two hours overtime compensation when responding to an emergency situation. All Emergency Response time will be paid at one and one half the employee's regular rate of pay. Management should carefully



Section Number: III
Effective Date: 12/22/2009
Revision Date:

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Page 2 of 2
Revision Number:

weigh the costs and benefits of alternatives before authorizing emergency response pay. Reasonableness and fairness shall be exercised in administering this policy.

Emergency Response is when an employee has left the work site at the end of his/her regularly scheduled work shift and is required to return to the worksite due to an emergency situation as defined herein. Emergency Response requires an employee to respond on short notice to an emergency situation at work for any of the following reasons:

- Avoid significant service disruption
- Avoid placing employees or the public in unsafe situations
- Protect and/or provide emergency services to citizens, property or equipment
- Respond to emergencies with employees or residents in the case of severe weather.
- Any other situation approved **in advance** by the City Manager or his/her designee.

Expectations

Employees are expected to report to work when called for emergency response situations. An employee is expected to perform necessary work duties in a safe and competent manner without risk to employees, citizens, equipment or operation.

All overtime work must have prior authorization by the employee's department head or supervisor. Failure to gain prior approval for overtime may result in disciplinary action for violation of personnel and departmental policies if a pattern of abuse develops.

Upon termination of employment, accrued comp time will be paid to the employee.



Interoffice Memorandum

TO: JOHN VANGORDEN, JON GARRISON, TAMMY NAGEL

FROM: DEENA HALLACY

DATE: MARCH 17, 2010

SUBJECT: AGENDA ITEM: SUBORDINATION AGREEMENT
LAURA CHAPPELL

Laura Chappell of 301 W. 7th Street was recently awarded a low interest loan from the City of Pittsburg for property improvements. She also applied for a loan to refinance her home after the rehab work was completed. The loan has been approved and the loan company has asked that the City accept a subordination agreement. We have done this in the past and staff recommends that we accept the proposal.

Please place this item on the governing body agenda for the next meeting to be held on March 23rd, 2010 for review and approval.

Prepared by:
NATIONS LENDING SERVICES
9801 Legler Rd, Lenexa KS 66219
Phone No. (877) 256-4117 Fax No. (877) 494-0240
10NL08257

SUBORDINATION AGREEMENT

WHEREAS, The City Of Pittsburg, KS Of Crawford County with the address of 201 W 4th Street Pittsburg, KS, the undersigned, hereinafter referred to as First Party, is the owner of the mortgage dated 1-5-2010 and recorded on the 1-11-2010, in Vol. 591 at page 830, in the office of the Register of Deeds, Crawford County, State of Kansas, securing a debt in the original amount of \$18,150.00, and covering the following described real estate situated in Crawford County, State of Kansas, to-wit:

THE EAST SIXTY (60) FEET OF THE WEST HALF (W 1/2) OF LOTS NUMBERED FIVE HUNDRED TWENTY THREE (523) AND FIVE HUNDRED TWENTY FOUR (524) IN BLOCK NUMBER SEVEN (7) IN THE "TOWN OF PITTSBURG" (NOW THE CITY OF PITTSBURG, KANSAS), ACCORDING TO THE RECORDED PLAT THEREOF.

BEING THE SAME PREMISES AS CONVEYED IN DEED FROM JOSEPHINE LITTLE, A SINGLE PERSON, WIDOW RECORDED 03/13/1998 IN BOOK 271, PAGE 275 IN SAID COUNTY AND STATE.

COMMONLY KNOWN AS: 311 W 7TH PITTSBURG, KS, 66762

WHEREAS, Laura Chappel have executed a mortgage **NOT TO EXCEED** the amount of \$65,980.38 dated _____ to State Farm Bank - MLS, hereinafter referred to as Second Party covering the above described real estate and securing a note of like amount, which mortgage is filed for record in the office of the Register of Deeds, Crawford County, State of Kansas on ____/____/____ and recorded as document No. _____, in Book _____ of Mortgages, at page _____ of the records of said County and State; and

WHEREAS, Second Party desires that the lien of its mortgage above referred to shall be prior and superior to any right, title, interest, claim or lien which the First Party may have in or to the said premises by virtue of its mortgages first above described;

NOW, THEREFORE, the undersigned in consideration of the premises and the sum of One Dollar (\$1.00) to the First Party in hand paid, the receipt whereof in hereby acknowledged, the said First Party does subordinate all rights created by the mortgages above described to the undersigned First Party, or in any other manner, to the lien of the mortgage to the said Second Party above described, and agrees that the said mortgage to said Second Party shall constitute a first and prior lien upon the real estate described in the mortgage of said Second Party, superior to any right, title interest, claim or lien which the First Party may have in or on said premises, to the same extent as though the mortgage to Second Party was actually executed and recorded prior to the mortgages of the undersigned above described.

IN WITNESS WHEREOF, the said First Party has hereunto caused this instrument to be signed on its behalf by

_____, thereunto duly authorized so to do this ____ day of _____, 200__

The City Of Pittsburg, KS Of Crawford County

BY: _____
Title: _____

Witness Signature

Witness Printed Signature

Witness Signature

Witness Printed Signature

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 200____, before me appeared
The City Of Pittsburg, KS Of Crawford County, _____
(title) to me personally known, who, being by me duly sworn, did say that they are the
representatives respectively, of the Corporation of the State of
_____, and that said instrument was signed and sealed in behalf
of said corporation, by authority of its Board of Directors; and said acknowledged said
instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 3/03/2010 THRU 3/16/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	CRAWFORD COUNTY DOMESTICUNPOST							
1	CRAWFORD COUNTY DOMESTICUNPOST							
	M-CHECK	V	3/16/2010			161813		100.00CR
	C-CHECK	V	3/05/2010			161899		
	C-CHECK	V	3/05/2010			161900		
	C-CHECK	V	3/05/2010			161905		
	C-CHECK	V	3/12/2010			161929		
	C-CHECK	V	3/12/2010			161930		
	C-CHECK	V	3/12/2010			161937		
	C-CHECK	V	3/12/2010			161938		

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	8 VOID DEBITS	0.00		
	VOID CREDITS	100.00CR	100.00	0.00
				100.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: *	TOTALS:	8	100.00	0.00	100.00
BANK: *	TOTALS:	8	100.00	0.00	100.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS	R	3/05/2010			161898		2,057.57
1	CRAWFORD COUNTY DOMESTIC	V	3/05/2010			161901		5.00
1	CRAWFORD COUNTY DOMESTICVOIDED							
1	CRAWFORD COUNTY DOMESTICVOIDED							
C-CHECK	CRAWFORD COUNTY DOMESTICVOIDED	V	3/05/2010			161901		5.00
4215	JOSEPH GEBHARDT	R	3/05/2010			161902		656.41
2224	PITNEY BOWES	R	3/05/2010			161903		268.99
2916	US CELLULAR	R	3/05/2010			161904		1,455.85
5589	VERIZON WIRELESS	R	3/05/2010			161906		32.41
1108	WESTAR ENERGY	R	3/05/2010			161907		40.14
6425	RUSTY ECK FORD	R	3/05/2010			161908		19,898.00
2519	EAGLE BEVERAGE CO INC	R	3/08/2010			161909		113.10
0094	M&I BANK	R	3/09/2010			161910		250.00
0500	S SCOTT CRAIN	R	3/09/2010			161911		330.00
0523	AT&T	R	3/12/2010			161928		5,773.69
1	CENTER FOR ADVANCED MEDIA	R	3/12/2010			161931		135.00
6055	D & D HARDWOOD	R	3/12/2010			161932		345.80
6463	LARRY GATLIN ENTERPRISES	R	3/12/2010			161933		4,800.00
1	PSU SIFE	R	3/12/2010			161934		500.00
4052	TRAVELERS	R	3/12/2010			161935		995.00
1108	WESTAR ENERGY	R	3/12/2010			161936		77,447.71
6044	CHRIS D ZAR	R	3/12/2010			161939		2,100.00
6214	PITT PLASTICS INC	R	3/12/2010			161940		1,526.98

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 M&I Bank

DATE RANGE: 3/03/2010 THRU 3/16/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6044	CHRIS D ZAR	R	3/15/2010			161941		1,472.30
0118	FED EX	R	3/16/2010			161942		34.24
0549	FIRST CALL AUTO PARTS	R	3/16/2010			161943		219.35
2876	A-PLUS CLEANERS & LAUNDRY	R	3/16/2010			161944		649.49
4169	SCHOLASTIC ADVERTISING IN	R	3/16/2010			161945		78.00
4644	MIDWAY FORD TRUCK CENTER, INC.	R	3/16/2010			161946		130.00
5671	WJN ENTERPRISES INC	R	3/16/2010			161947		93.19
5759	COMMUNITY HEALTH CENTER OF SEK	R	3/16/2010			161948		1,913.20
5966	BOBCAT OF SPRINGFIELD	R	3/16/2010			161949		74.91
6008	CONTINENTAL CARBONIC PRODUCTS	V	3/16/2010			161950		1,557.13
6008	CONTINENTAL CARBONIC PRODUCTS							
6008	CONTINENTAL CARBONIC PRODUCTS							
C-CHECK	CONTINENTAL CARBONIC PROVOIDED	V	3/16/2010			161950		1,557.13
6041	SOUTHERN SUPPLY	R	3/16/2010			161951		42.55
6192	KATHLEEN CERNE	R	3/16/2010			161952		600.00
6196	KANSAS MUNICIPAL JUDGES ASSOCI	R	3/16/2010			161953		25.00
6290	R-QUIP EQUIPMENT RENTAL	R	3/16/2010			161954		6.72
6372	SATTERLEE PLUMBING, HEATING &	R	3/16/2010			161955		140.00
6402	BEAN'S TOWING & AUTO BODY	R	3/16/2010			161956		170.00
6458	BROADWAY LAUNDRY BASKET	R	3/16/2010			161957		14.40
6461	HOLIDAY INN EXPRESS	R	3/16/2010			161958		291.20
6437	FRED VAN BECELAERE	R	3/16/2010			161959		600.00
0420	CONTINENTAL RESEARCH CORP	R	3/16/2010			161960		194.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6008	CONTINENTAL CARBONIC PRODUCTS	R	3/16/2010			161961		1,363.13
0011	AMERICAN ELECTRIC INC	E	3/10/2010			999999		654.84
0034	CRONISTER BROTHERS, INC	E	3/10/2010			999999		529.05
0039	BATTERY MART INC	E	3/10/2010			999999		358.95
0042	BEITZINGER'S HARDWARE INC	E	3/10/2010			999999		81.00
0046	ETTINGERS OFFICE SUPPLY	E	3/10/2010			999999		1,449.81
0055	JOHN'S SPORT CENTER	E	3/10/2010			999999		228.97
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	3/10/2010			999999		682.90
0063	LOCKE WHOLESALE SUPPLY	E	3/10/2010			999999		633.62
0074	RUSSELL BELDEN ELECTRIC COMPAN	E	3/10/2010			999999		322.97
0077	THE LITTLE SHOP OF FLOWERS	E	3/10/2010			999999		40.00
0078	SUPERIOR LINEN SERVICE	E	3/10/2010			999999		230.73
0084	INTERSTATE EXTERMINATOR, INC.	E	3/10/2010			999999		462.00
0087	FORMS ONE	E	3/10/2010			999999		145.20
0101	BUG-A-WAY INC	E	3/10/2010			999999		20.00
0105	PITTSBURG AUTOMOTIVE INC	E	3/10/2010			999999		1,169.31
0112	MARRONES INC	E	3/10/2010			999999		85.95
0129	PROFESSIONAL ENGINEERING CONSU	E	3/10/2010			999999		42,452.53
0135	PITTSBURG AREA CHAMBER OF COMM	E	3/10/2010			999999		400.00
0145	BROADWAY LUMBER COMPANY, INC.	E	3/10/2010			999999		191.78
0154	BLUE CROSS & BLUE SHIELD	D	3/03/2010			999999		28,310.11
0154	BLUE CROSS & BLUE SHIELD	D	3/04/2010			999999		39,098.24

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0154	BLUE CROSS & BLUE SHIELD	D	3/12/2010			999999		59,324.84
0163	O'REILLY AUTOMOTIVE INC	E	3/10/2010			999999		56.11
0179	FILTER-TEK, INC.	E	3/10/2010			999999		23.24
0194	KANSAS STATE TREASURER	E	3/10/2010			999999		6,866.50
0196	ALCOHOL & DRUG SAFETY	E	3/10/2010			999999		1,533.00
0199	KIRKLAND WELDING SUPPLIES	E	3/10/2010			999999		47.84
0200	SHERWIN WILLIAMS COMPANY	E	3/10/2010			999999		186.49
0224	KDOR	D	3/03/2010			999999		1,710.64
0224	KDOR	D	3/10/2010			999999		3,519.54
0292	UNIFIRST CORPORATION	E	3/10/2010			999999		34.15
0294	COPY PRODUCTS INC	E	3/10/2010			999999		3,167.74
0306	CASTAGNO OIL CO INC	E	3/10/2010			999999		18.75
0308	DOBRAUC OIL COMPANY INC	E	3/10/2010			999999		19,312.72
0328	KANSAS ONE-CALL SYSTEM	E	3/10/2010			999999		181.20
0329	O'MALLEY IMPLEMENT CO INC	E	3/10/2010			999999		181.48
0331	OVERHEAD DOORS INC	E	3/10/2010			999999		250.00
0335	CUSTOM AWARDS PLUS INC	E	3/10/2010			999999		31.00
0337	CROSS-MIDWEST TIRE	E	3/10/2010			999999		61.80
0339	GENERAL MACHINERY	E	3/10/2010			999999		1,401.62
0347	LYNN'S QUICK LUBE	E	3/10/2010			999999		29.95
0348	TYRELL'S SERVICE INC	E	3/10/2010			999999		942.49
0363	FISHER SCIENTIFIC	E	3/10/2010			999999		797.80

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0375	CONVENIENT WATER COMPANY	E	3/10/2010			999999		25.00
0400	QUILL CORPORATION	E	3/10/2010			999999		159.63
0420	CONTINENTAL RESEARCH CORP	E	3/10/2010			999999		604.90
0422	DEMCO INC	E	3/10/2010			999999		297.45
0431	SOUND TUNING	E	3/10/2010			999999		110.00
0492	MALL DELI	E	3/10/2010			999999		108.75
0504	LYNN PEAVEY COMPANY	E	3/10/2010			999999		70.35
0526	KDH&E	E	3/10/2010			999999		20.00
0534	TYLER TECHNOLOGIES	E	3/10/2010			999999		5,610.00
0589	BERRY TRACTOR & EQUIPMENT	E	3/10/2010			999999		461.12
0623	CALVIN JONES	E	3/10/2010			999999		225.00
0636	SAM BROWN & SON SHEET METAL	E	3/10/2010			999999		145.00
0704	NEPTUNE RADIATOR AND AUTO	E	3/10/2010			999999		1,568.97
0714	SHARE CORPORATION	E	3/10/2010			999999		299.89
0751	ULTRA-CHEM INC	E	3/10/2010			999999		113.21
0823	TOUCHTON ELECTRIC INC	E	3/10/2010			999999		102.00
1033	BOB DITTMANN AGENCY INC	E	3/10/2010			999999		100.00
1101	GRINER & SCHMITZ INC	E	3/10/2010			999999		27.51
1199	SCURLOCK INDUSTRIES CORP	E	3/10/2010			999999		4,668.00
1238	SEWARD ELECTRIC, INC.	E	3/10/2010			999999		555.69
1264	UNIVERSITY OF KANSAS	E	3/10/2010			999999		675.00
1293	TEE'S PLUS	E	3/10/2010			999999		273.29

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1327	KBI	E	3/10/2010			999999		400.00
1490	ESTHERMAE TALENT	E	3/10/2010			999999		50.00
2350	WCA WASTE SYSTEMS INC	E	3/10/2010			999999		1,568.83
2825	KANSAS DEPT OF ADMINISTRATION	E	3/10/2010			999999		544.66
2960	PACE ANALYTICAL SERVICES INC	E	3/10/2010			999999		185.00
3147	INTERNAL REVENUE SERVICE	D	3/05/2010			999999		70.38
3248	AIRGAS MID-SOUTH, INC	E	3/10/2010			999999		107.69
3570	AMERICAN EXPRESS	D	3/04/2010			999999		158.49
3697	LR ENTERPRISES LLC	E	3/10/2010			999999		84.75
3802	BRENNTAG MID-SOUTH INC	E	3/10/2010			999999		1,246.50
3971	FASTENAL COMPANY	E	3/10/2010			999999		239.99
3972	WASHINGTON ELECTRONICS INC	E	3/10/2010			999999		3,818.82
4133	T.H. ROGERS HOMECENTER	E	3/10/2010			999999		44.68
4307	HENRY KRAFT, INC.	E	3/10/2010			999999		186.24
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	3/10/2010			999999		405.73
4618	TRESA NOYES	E	3/10/2010			999999		1,508.50
5025	WILLIAMS SPURGEON KUHL & FRESH	E	3/10/2010			999999		268.23
5049	CRH COFFEE INC	E	3/10/2010			999999		33.30
5103	MIKE CARPINO FORD MERCURY, INC	E	3/03/2010			999999		22,891.00
5118	HIPFL CONSTRUCTION INC.	E	3/10/2010			999999		1,596.61
5275	US LIME COMPANY-ST CLAIR	E	3/10/2010			999999		6,659.55
5474	THE UPS STORE	E	3/10/2010			999999		15.62

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5482	JUSTIN HART	E	3/10/2010			999999		29.95
5677	FIRST DATA	D	3/03/2010			999999		380.53
5713	SOEXHO INC	E	3/10/2010			999999		1,050.00
5788	CROSSLAND CONSTRUCTION INC	E	3/05/2010			999999		125,000.00
5855	SHRED-IT USA INC	E	3/10/2010			999999		79.20
5883	SPROULS CONSTRUCTION INC	E	3/08/2010			999999		18,144.00
5904	TASC	D	3/09/2010			999999		6,670.92
5907	BREATHING AIR SERVICES INC	E	3/10/2010			999999		125.00
6203	SOUTHWEST PAPER CO INC	E	3/10/2010			999999		418.44
6250	EXERCISE AND REHAB EQUIPMENT L	E	3/10/2010			999999		3,392.00
6253	DWAYNE O'BRIEN	E	3/10/2010			999999		3,156.46
6262	CLEAN THE UNIFORM COMPANY	E	3/10/2010			999999		376.61
6308	PITTSBURG TITLE LLC	E	3/10/2010			999999		100.00
6309	TAMMY FRYE	E	3/10/2010			999999		400.00
6389	PROFESSIONAL TURF PRODUCTS LP	E	3/10/2010			999999		116.35
6443	MEDICALODGES INC	E	3/10/2010			999999		1,037.00
6457	ALBERS MARINE INC	E	3/10/2010			999999		98.00

* * T O T A L S * *		NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:		39	126,838.33	15.42	126,822.91
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		9	139,243.69	0.00	139,243.69
EFT:		95	296,862.96	37.07	296,900.03
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS		1,562.13		
	VOID CREDITS		1,562.13	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: 80144	TOTALS:	145	562,944.98	52.49	562,892.49
BANK: 80144	TOTALS:	145	562,944.98	52.49	562,997.47	

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 3/03/2010 THRU 3/16/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0054	JOPLIN SUPPLY COMPANY	E	3/08/2010			999999		1,176.64
0152	JOHN VAN GORDEN	E	3/04/2010			999999		36.87
0185	MISSION CLAY PRODUCTS	E	3/15/2010			999999		163.43
0253	TAMARA N NAGEL	E	3/09/2010			999999		588.00
0577	KANSAS GAS SERVICE	E	3/08/2010			999999		213.61
0577	KANSAS GAS SERVICE	E	3/15/2010			999999		40,090.24
1704	AMERICAN MEDIA INVESTMENTS	E	3/15/2010			999999		1,020.00
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	3/04/2010			999999		477.99
2433	THE MORNING SUN	E	3/15/2010			999999		675.00
2921	CSG SYSTEMS INC	E	3/04/2010			999999		5,484.63
3079	COMMERCE BANK	E	3/08/2010			999999		17,304.84
3884	MARK D. TURNBULL	E	3/15/2010			999999		284.44
5565	TIM TOMPKINS	E	3/08/2010			999999		54.32
5581	KOAM	E	3/15/2010			999999		3,918.50
5689	CONNIE ETZKIN	E	3/15/2010			999999		117.00
6203	SOUTHWEST PAPER CO INC	E	3/12/2010			999999		2,524.50

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
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:	16	74,130.01	75.09	74,205.10
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: EFT	TOTALS:	16	74,130.01	75.09	74,054.92
BANK: EFT	TOTALS:		16	74,130.01	75.09	74,205.10

VENDOR SET: 99 City of Pittsburg, KS
 BANK: PY PAYROLL PAYABLES
 DATE RANGE: 3/03/2010 THRU 3/16/2010

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	3/05/2010			000000		10,875.15
0321	KP&F	D	3/05/2010			000000		25,711.75
0728	ICMA	D	3/05/2010			000000		5,376.47
1050	KPERS	D	3/05/2010			000000		22,406.62
3147	INTERNAL REVENUE SERVICE	D	3/05/2010			000000		58,030.61
6415	ING FINANCIAL ADVISORS	D	3/05/2010			000000		1,139.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	3/05/2010			161874		35.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	3/05/2010			161875		347.73
2228	KANSAS PAYMENT CENTER	R	3/05/2010			161876		1,128.51
2577	OK CENTRALIZED SUPPORT RE	R	3/05/2010			161877		130.97
5854	ANTHONY A SNYDER	R	3/05/2010			161878		48.49
6082	GARRISON LAW OFFICE LLC	R	3/05/2010			161879		248.53
6135	MCNEARNEY & ASSOCIATES LLC	R	3/05/2010			161880		200.09
6136	US DEPARTMENT OF EDUCATION	R	3/05/2010			161881		288.05
6434	WINDHAM PROFESSIONALS INC	R	3/05/2010			161882		59.31
0028	PAYROLL CLEARING	E	3/05/2010			999999		77,183.62

* * T O T A L S * *	NO	CHECK AMOUNT	DISCOUNTS	TOTAL APPLIED
REGULAR CHECKS:	9	2,486.68	0.00	2,486.68
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	123,539.60	0.00	123,539.60
EFT:	1	77,183.62	0.00	77,183.62
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: PY	TOTALS:	16	203,209.90	0.00	203,209.90
BANK: PY	TOTALS:		16	203,209.90	0.00	203,209.90
REPORT TOTALS:			185	840,384.89	127.58	840,257.31

Passed and approved this 23rd day of March, 2010.

Mayor -

ATTEST:

Tammy Nagel, City Clerk



Interoffice Memorandum

TO: JOHN D. VANGORDEN
Interim City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: March 15, 2010

SUBJECT: Agenda Item – March 23, 2010
Environmental Release and Indemnity Agreement

The City staff is looking at two sites at the Public Works/Public Utilities yard for the location of the Public Utilities Maintenance Building. One of the sites being considered is located on Walnut Street south of the current maintenance garage. Currently, however, a railroad spur to the former McNally Pittsburg, Inc. machine shop splits the City's property.

Metso Mineral Corporation, the current owner of this facility has agreed to deed the railroad spur to the City of Pittsburg for the cost of preparing the legal documents. In consideration, they have asked that the City sign the attached Environmental Release and Indemnity Agreement.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 23, 2010. Action being requested is to approve or disapprove this agreement and, if approved, authorize the Mayor to sign it on behalf of the City of Pittsburg.

Attachment: Environmental Release and Indemnity Agreement

cc: Tammy Nagel, City Clerk
Project File
Memo File

ENVIRONMENTAL RELEASE AND INDEMNITY AGREEMENT

ENVIRONMENTAL RELEASE AND INDEMNITY AGREEMENT (the “Agreement”) made this ____ day of March, 2010, by The City of Pittsburg, Crawford County, Kansas (“Indemnitor”), and Metso Minerals Industries, Inc., successor by merger to The Walnut Development Company, a Kansas corporation (“Indemnitee”).

I. RECITALS

Indemnitor desires Indemnitee to convey and quitclaim all the estate, right, title, interest and claim which Indemnitee has in and to the following described real estate situated in the County of Crawford and State of Kansas (more particularly described as follows and hereinafter referred to as the “Property”), to wit:

A certain strip or parcel of land being 20 feet in width, that is 10 feet on each side of the following described center line of spur Tracks 1 and 2 and the former Main Track of the Grandby Branch as same are now located: Commencing at the point of intersection of the West line of Walnut Street with the North line of 12th Street, said point also being the Southeast corner of Lot 133 of the Nesch Addition to the City of Pittsburg, thence Northerly along said West line of Walnut Street a distance of 196 feet, more or less, to the center line of said Spur track No. 1 for the of beginning; thence Southwesterly on a curve to the left, having a radius of 573.686 feet, a distance of 126 feet to a point, thence Southwesterly and compounding on a curve to the left, having a radius of 603.29 feet, a distance of 288 feet to a point, thence continue Southwesterly, tangent to last curve, a distance of 10 feet to a point, thence Southerly on a curve to the left, having a radius of 361.56 feet, a distance of 75.67 feet to a point, thence Southerly and compounding on a curve to the left, having a radius of 905.13 feet, a distance of 57 feet more or less, to the South line of Block 1, Pittsburg Town Company Third Addition to the end Parcel No. 3. Excepting from the above description the alley in Block 13 of the Kansas and Texas Coal Company’s Fourth Addition to the City of Pittsburg and any portion of Olive Street and 12th Street lying within the above description. Contains 0.22 acres, more or less.

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AND

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A Certain Strip or parcel of land being 20 feet in width, that is 10 feet on each side of the following described center line of Spur Tracts 1 and 2 and the former Main Track of the Grandby Branch as same are now located; Commencing at the Northeast corner of Lot 132 of Nesch Addition to the City of Pittsburg, thence Southerly along the Easterly line of said Lot 132 a distance of 82 feet, more or less, to a point on the center line of Spur Track No. 2 for the point of beginning; thence Southwesterly along the center line of said Spur Track No. 2 over and across said Lot 132 and the Southerly portion of Lot 1, Block 13 of the Kansas and Texas Coal Company’s Fourth Addition to the City of Pittsburg, a distance of 105 feet, more or less, to a point on the Southerly line of said Lot 1 Block 13, to

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end Parcel No. 4 Saving and excepting any portion of right-of-way described in Parcel No. 3 above. Contains 0.03 acre, more or less.

For full and valid consideration of such conveyance, Indemnitor is willing to release and indemnify Indemnitee, ~~its successors, agents, directors, shareholders, employees and assigns,~~ with regard to all Losses based on Environmental Liability related to the ~~property~~Property described in Section I.A.

II. AGREEMENT

NOW THEREFORE, in consideration of the conveyance and quitclaim of all estate, right, title, interest and claim in the ~~property~~Property described in Sec. I, A., the receipt and sufficiency of which are hereby acknowledged, Indemnitor hereby represents, warrants, covenants and agrees for the benefit of Indemnitee as follows:

- 1. Definitions.** As used in this Agreement, the following terms shall have the following meanings:

The term “Environmental Liability” includes but is not limited to, any claim, demand, action, and cause of action, administrative or judicial in nature, whether at law or in equity, related to any violation of Local, State or Federal Law based on the environmental condition of the ~~property~~Property described in Sec. I.A.

The term “Environmental Liability” includes but is not limited to, any claim or lawsuit, administrative or judicial in nature, related to liability for or costs of Remediation or prevention of the release of Environmental Hazards, or relating to liability for or costs of other actual or threatened danger to human health or the environment. The term “Environmental Liability” includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: The Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right to Know Act; the Hazardous Substances Transportation Act; the Resource Conservation and Recovery Act; the Solid Waste Disposal Act; the Clean Water Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; Kansas Superfund Law at K.S.A. 65-3453 et seq.; the Kansas Storage Tank Act at K.S.A. 65-34,113 et seq.; the Kansas Hazardous Waste Management Act at K.S.A. 65-3401 et seq.; the Kansas Water Pollution Control Act at K.S.A. 65-3301 et seq.; and the Kansas Air Quality Control Act at K.S.A. 65-3001 et seq..

“Environmental Liability” also includes, but is not limited to, any present or future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, related to any and all environmental hazards

contained on, under or otherwise within the ~~property~~Property described in Sec. I.A.. “Environmental Liability” includes, but is not limited to, a claim for any personal injury, wrongful death, ~~property~~Property or other damage as it relates to the ~~property~~Property described in Sec. I.A. if caused by Environmental Hazards situated on such ~~property~~Property.

“Environmental Hazards” includes, but is not limited to, any and all substances, whether solid, liquid or gas, defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future environmental laws or that may have a negative impact on human health or the environment.

“Remediation” includes, but is not limited to, any response, remedial, removal, or corrective action; any activity to clean up, detoxify, decontaminate, contain or otherwise remediate any Hazardous Substance.

“Indemnitor” includes the City of Pittsburg, Crawford County, Kansas, acting through its duly authorized agents.

“Indemnitee” includes Metso Minerals Industries, Inc., its predecessor The Walnut Development Company, as well as any and all of its and their predecessors, successors and assigns, parent companies, subsidiaries and other corporate affiliates, and all of their respective shareholders, directors, officers, employees, agents and legal representatives.

“Losses” includes ~~an~~ losses, damages, costs, fees, expenses, claims, suits, judgments, awards, liabilities (including, but not limited to, strict liabilities), obligations, debts, diminutions in value, fines, penalties, charges, costs of Remediation (whether or not performed voluntarily), amounts paid in settlement, ~~un~~foreseeable and foreseeable consequential damages, litigation costs, attorneys’ fees, engineers’ fees, environmental consultants’ fees, and investigation costs, of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings, actions, claims, suits, judgments or awards.

2. Release and Waiver.

~~For valid and sufficient consideration, the conveyance of said property identified in Sec. I.A. by Indemnitee to Indemnitor, Indemnitor hereby releases Indemnitee from any and all Losses related to Environmental Liability causally connected to the property described in Sec. I.A. — Indemnitor hereby releases and forever discharges Indemnitee, its predecessors, successors, agents and assigns, of and from all claims, demands, actions and causes of action, whether administrative or judicial in nature, whether at law or in equity. This release applies to all past, existing and future claims held by Indemnitor against Indemnitee with regard to Environmental Liability related to the property described in Sec. I.A., without limitation. Indemnitor hereby waives any and all rights,~~

~~claims, demands, actions and causes of action against Indemnatee with regard to Environmental Liability related to the property described in Sec. I.A. without limitation. Indemnitor hereby releases and forever discharges Indemnatee, of and from any and all claims, demands, actions and causes of action, whether administrative or judicial in nature, whether at law or in equity, for Losses arising out of or related to Environmental Liability related to the Property, without limitation.~~

IT IS THE INTENT OF THE PARTIES THAT INDEMNITEE SHALL BE RELEASED FROM ALL CLAIMS AND OBLIGATIONS WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

INDEMNITOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION AGAINST INDEMNITEE WITH REGARD TO ENVIRONMENTAL LIABILITY RELATED TO THE PROPERTY ~~DESCRIBED IN SEC. I.A.~~

3. Indemnification.

For valid and sufficient consideration, the conveyance of said ~~property~~ Property identified in Sec. I.A. by Indemnatee to Indemnitor, Indemnitor covenants and agrees at its sole cost and expense, to protect, defend, indemnify, release and hold Indemnatee harmless from and against any and all Losses (defined herein) imposed upon or incurred by or asserted against Indemnatee directly or indirectly arising out of or in any way relating to any past, present, or future claim, demand, action or cause of action, whether administrative or judicial in nature, whether at law or in equity, related to Environmental Liability as it relates to the ~~property~~ Property described in Sec. I.A. Indemnification of such Losses shall include but is not limited to Environmental Liability as defined in Section 1 above, including but not limited to any ~~alleged~~ violation of local, state or federal law, and any Loss related to such alleged violation; and any personal injury, wrongful death, property or other damage as it relates to Environmental Liability ~~as it relates to~~ and the ~~property~~ Property described in Sec. I.A.

IT IS THE INTENT OF THE PARTIES THAT INDEMNITEE SHALL BE INDEMNIFIED AGAINST ALL CLAIMS AND OBLIGATIONS WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

4. Duty to Defend, Attorneys Fees, Expenses.

Upon written request by Indemnatee, Indemnitor shall defend and provide legal representation for Indemnatee with respect to any of the matters referenced in Section 3 above by attorneys and other professionals approved by Indemnatee in its reasonable discretion. ~~Notwithstanding the foregoing, Indemnitees may, in their sole and absolute discretion, engage their own attorneys and other professionals to defend and assist them~~

~~with respect to such matters, and, at the option in Indemnitee, their attorneys shall control such matters. Upon demand, Indemnitor shall pay or, in Indemnitee's absolute and sole discretion, reimburse, Indemnitee for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.~~

5. Survival.

The obligations and liabilities of Indemnitor under this Agreement shall fully survive any of the following events: assignment, entry of judgment, foreclosure, and future conveyance of the ~~property~~Property described in Sec. I.A. by Indemnitor to third parties.

6. Indemnitor's Representations.

Indemnitor warrants, guarantees and represents that this Agreement is a duly authorized act of the City of Pittsburg, Crawford County, Kansas and that it has taken such necessary steps under local, state and federal law to make such agreement enforceable against Indemnitor. Indemnitor acknowledges this Agreement constitutes a valid, legal and binding obligation of Indemnitor, enforceable against it in accordance with the terms thereof.

7. Governing Law.

This Agreement shall be deemed to be governed, construed, applied and enforced in accordance with the laws of the State of Kansas and the applicable laws of the United States of America.

8. No Waiver.

No delay by Indemnitee in exercising any right, power or privilege under this Agreement shall operate as a waiver of any such privilege, power or right.

9. Inapplicable Provisions.

If any term, condition or covenant of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

10. Waiver of Environmental Assessment

Indemnitor has been made aware of the possible existence of Environmental Hazards on the ~~property~~Property described in Sec. I.A. and acknowledges no recent Environmental Assessment exists pertaining to said ~~property~~Property. Notwithstanding the absence of an Environmental Assessment, Indemnitor voluntarily consents to the obligations imposed upon it under this Agreement and further acknowledges that it waives any

defense available to Indemnitor based on the lack of an Environmental Assessment at the time the ~~property~~Property was conveyed by Indemnatee to Indemnitor.

IN WITNESS THEREOF, this Agreement has been executed and delivered by Indemnitor and Indemnatee and is effective as of the day and year first above written.

INDEMNITOR:

City of Pittsburg, Kansas

By _____, a duly authorized agent of the City of Pittsburg, Kansas.

Signature

Position

Date

INDEMNITEE:

Metso Minerals Industries, Inc. et al

By _____, a duly authorized agent of Metso Minerals Industries, Inc.

Signature

Position

Date