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DISPOSITION OF BIDS - Approval of staff's recommendation to award the bid for the Taylor Branch Sanitary Sewer Replacement Project (KWPCRF Project No. C20 1656 01) to the low bidder meeting specifications, Bennett, Inc., of Lamar, Missouri, in the amount of \$74,728.00 subject to KDHE approval and subject to the City securing the necessary permits.

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CITIZEN'S ADVISORY BOARD APPOINTMENTS - The first terms of two Citizen's Advisory Board members will expire on December 31, 2012. One member has resigned from the board and the other member is unable to commit to a second term.

Agenda memo with Candidate List 62

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 11, 2012
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Pete Mayo of Via Christi
- b. Flag Salute Led by the Mayor
- c. Proclamation - Annual Christmas Ornament - Received by Sara Henry
- d. Public Input

CONSENT AGENDA:

- a. Approval of the November 27, 2012, City Commission Meeting minutes.
- b. Approval of the applications submitted by Villa's Rodeo (908 East 4th Street), Dillons #108 (2600 North Broadway), Pitt Stop (902 South Joplin), and Pump N Pete's (1307 South Broadway) to sell Cereal Malt Beverages for the year 2013 and direct the City Clerk to issue the licenses.
- c. Approval of staff's recommendation to reject the bids received for the annual purchase of Unleaded Gasoline and Diesel Fuel and permission to revise the bid specifications to re-bid at a later date.
- d. Approval of the request submitted by Stockade Brands, Inc. to waive the final payment of their forgivable loan in the amount of \$22,083.35 and, if approved, authorized the Mayor to sign the appropriate documents on behalf of the City.
- e. Approval of the Appropriation Ordinance for the period ending December 11, 2012, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

CONSIDER THE FOLLOWING:

- a. ORDINANCE NO. G-1173 – Approval of Ordinance No. G-1173, an Ordinance establishing a new Article V in Chapter 18 of the Pittsburg City Code and deleting current Pittsburg City Code Sections 18-131, 18-132, 18-133, 18-134, 18- 161, Section 18-162, 18-163, 18-164, 18-191, 18-192, 18-193, 18-194, 18-195, and 18-196, and adopting and incorporating by reference the 2012 Edition of the International Property Maintenance Code (IPMC) prepared, compiled and promulgated as a standard of the International Code Council (ICC), except such parts or portions thereof as are modified, supplemented, or amended by new Sections 18-131, 18-132, 18-133, 18-134, 18-135, 18-136, 18-137, 18-138, 18-139 and 18-140. **FIRST READING, if the Governing Body concurs.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 11, 2012
5:30 PM

- b. CONDITIONAL USE REQUEST - The Planning and Zoning Commission, in its meeting of November 26, 2012, voted unanimously to recommend to the Governing Body approval of a request submitted by the City of Pittsburg for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a 75' communications tower to be erected at the Wastewater Treatment Plant located at 1920 S. Olive. **Approve or disapprove the recommendation. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a simple majority, may deny the request or send it back to the Planning and Zoning Commission for further consideration.**

- c. DISPOSITION OF BIDS - Approval of staff's recommendation to award the bid for the Taylor Branch Sanitary Sewer Replacement Project (KWPCRF Project No. C20 1656 01) to the low bidder meeting specifications, Bennett, Inc., of Lamar, Missouri, in the amount of \$74,728.00 subject to KDHE approval and subject to the City securing the necessary permits. **Approve or disapprove staff's recommendation and, if approved, authorize the Mayor to sign the contract documents once prepared.**

- d. CITIZEN'S ADVISORY BOARD APPOINTMENTS - The first terms of two Citizen's Advisory Board members will expire on December 31, 2012. One member has resigned from the board and the other member is unable to commit to a second term. **Appoint two individuals to first three-year terms as members of the Citizen's Advisory Board effective January 1, 2013, and to expire December 31, 2015.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: Each year since 1990, the Pittsburg Area Chamber of Commerce has commissioned the creation of a limited edition Christmas ornament commemorating a local historic building or event; and

Whereas: The Stilwell Foundation, on behalf of the Chamber of Commerce, has selected the Pittsburg Family YMCA to be featured on the 2011-2012 Pittsburg holiday keepsake ornament; and

Whereas: On April 11th, 2012, the Pittsburg Family YMCA celebrated its 125th anniversary; and

Whereas: The Pittsburg Family YMCA involves children, youth and people of all ages in activities including various sports, swimming, dance, and exercise for the health and wellness of the community.

Now, Therefore, I, John Ketterman, Mayor of the City of Pittsburg, Kansas, do hereby proclaim the Pittsburg Family YMCA commemorative ornament as the official ornament of the City of Pittsburg

Dated this 11th day of December, 2012.

ATTEST:

CITY CLERK

MAYOR

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 27th, 2012

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, November 27th, 2012, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor John Ketterman presiding and the following members present: Marty Beezley, Rudy Draper, Michael Gray and Patrick O'Bryan.

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

Mayor Ketterman led the flag salute.

APPROVAL OF MINUTES – NOVEMBER 13th, 2012 – On motion of O'Bryan, seconded by Draper, the Governing Body approved the November 13th, 2012, City Commission Meeting minutes as submitted. Motion carried.

COLONIAL FOX FAÇADE GRANT EXTENSION – On motion of O'Bryan, seconded by Draper, the Governing Body approved staff recommendation to extend the Colonial Fox Theatre's facade grant until April 30, 2013. Motion carried.

MEMORIAL AUDITORIUM AND CONVENTION CENTER ADVISORY BOARD APPOINTMENTS/REAPPOINTMENT – On motion of O'Bryan, seconded by Draper, the Governing Body approved staff recommendation to reappoint April Wilkes to a second term and appoint Pat Clement, Lora Grooms and John Kutz to first terms as members of the Memorial Auditorium and Convention Center Advisory Board effective January 1st, 2013 and to expire December 31, 2016. Motion carried.

CEREAL MALT BEVERAGE LICENSE RENEWALS – On motion of O'Bryan, seconded by Draper, the Governing Body approved the applications submitted by Four Oaks Golf Course (910 Memorial Drive), Rhodes Grocery, Inc. (310 East Centennial), Wal-Mart #72 (2710 North Broadway), Casey's General Store #2962 (434 West 4th Street), Casey's General Store #2961 (612 South Broadway), Casey's General Store #2893 (2912 North Broadway), Pump N Pete's (4002 North Broadway), Pump N. Pete's (1711 North Broadway), Walgreens #9049 (1911 North Broadway) and Bo's 1 Stop, Inc. (1116 West 4th Street) to sell Cereal Malt Beverages for the year 2013 and directed the City Clerk to issue the licenses. Motion carried.

SUPPLEMENTAL AGREEMENT NO. 1 – KLINK RESURFACING PROJECT – On motion of O'Bryan, seconded by Draper, the Governing Body approved Supplemental Agreement No. 1 to Agreement No. 223-10 dated January 20, 2012, between the City of Pittsburg and the Kansas Department of Transportation to cancel KLINK Resurfacing Project No. 69B-19 U-0116-01 and combine the work and funding into KLINK Resurfacing Project No. 69B-19 U-0029-01, such that the resurfacing now is for US-69B, Jefferson to 2nd Street, and authorized the Mayor to sign Supplemental Agreement No. 1 on behalf of the City of Pittsburg. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 27th, 2012

SUPPLEMENTAL AGREEMENT NO. 1 – ARMORY STORM SHELTER PROJECT – On motion of O'Bryan, seconded by Draper, the Governing Body approved Supplemental Agreement No. 1 to the Agreement dated December 12, 2011, between the City of Pittsburg and Professional Engineering Consultants, P.A. to modify the scope of work for the design of the Armory Storm Shelter, and authorized the Mayor to sign Supplemental Agreement No. 1 on behalf of the City of Pittsburg. Motion carried.

AGREEMENT NO. 273-12 – BROADWAY AND CENTENNIAL PROJECT – On motion of O'Bryan, seconded by Draper, the Governing Body approved Agreement No. 273-12 between the City of Pittsburg and the Kansas Department of Transportation to participate in funding a Geometric Improvements and Installation of Right Turn Lane Project at the intersection of Broadway and Centennial, and authorized the Mayor to sign the Agreement on behalf of the City of Pittsburg. Motion carried.

CHANGE ORDER NO. 1 AND FINAL PAYMENT – 7th STREET STORM SEWER PROJECT – On motion of O'Bryan, seconded by Draper, the Governing Body approved Change Order No. 1 reflecting an increase of \$3,633.00 making a new contract construction amount of \$138,003.00 and final payment in the amount of \$25,395.00 to Freddy Van's, Inc., of Pittsburg, Kansas, for the 7th Street Storm Sewer Replacement Project. Motion carried.

DISPOSITION OF BIDS – HOME REHABILITATION PROGRAM – On motion of O'Bryan, seconded by Draper, the Governing Body awarded the bids for the second round of the Home Rehabilitation Program as follows: 444 East 27th Street to D&D Construction in the amount of \$18,100, 206 North Rouse to Nance Construction in the amount of \$24,450, and 513 East 8th Street to Ewing Construction in the amount of \$19,600. Motion carried.

LOAN – WANDA ROTH – On motion of O'Bryan, seconded by Draper, the Governing Body approved staff recommendation to grant a loan to Wanda Roth at 206 North Rouse in the amount of \$3,650 at 2% interest with payment of \$24.93/month for a period of 14 years and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Draper, the Governing Body approved the Appropriation Ordinance for the period ending November 27th, 2012, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman, and O'Bryan. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
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November 27th, 2012

PARTNERSHIP OPPORTUNITY – Following a presentation by Pittsburg State University representatives, it was the consensus of the Governing Body to have City Manager Daron Hall work with Pittsburg State University Official on funding options for the proposed capital investment project. These options will be presented to the City Commission at a later date.

Kaye Lynne Webb, Watco Companies, spoke in favor of the proposed partnership. She stated that the project would have a positive affect many groups.

Dr. Steve Scott, President of Pittsburg State University, thanked the City of Pittsburg for the past partnerships between the City and PSU. President Scott provided an overview of the proposed set of projects designed to reshape the PSU Campus, grow enrollment and spur regional economic development. The projects include the renovation of the Jack H. Overman Student Center (\$14M total project cost – this project is fully funded by PSU students), construction of the Center for the Arts (\$30M total project cost – this project is fully funded by private and student investment), and the renovation of the Weede and construction of an Indoor Event Facility (\$17M total project cost - \$5M has been secured by private and student investment). Dr. Scott requested the City of Pittsburg invest \$7.6M in the proposal utilizing the City's Revolving Loan Fund and the City's bonding authority.

Kendall Gammon, spoke in reference to the favorable impact the Indoor Event Facility would have on the student athlete population at PSU.

B.J. Harris, of the Crawford County Convention and Visitors Center, spoke in reference to the potential number of visitors that would visit the Indoor Event Center on an annual basis.

Blake Benson, President of the Pittsburg Area Chamber of Commerce, discussed the positive economic impact the projected growth of PSU enrollment would have on the City.

Cindy Ward, Vice-President of Student Government at PSU, spoke regarding the relationship between the City and the University. She spoke in favor of the proposed partnership opportunity presented by PSU.

Commissioner Beezley inquired how the proposed Indoor Event Facility space can be useful to everyone. Dr. Scott indicated that the space in the facility would be maximized - citing the Armory/Rec Center as an example. Dr. Scott suggested a Memorandum of Understanding be adopted by the parties involved to ensure all parties have access to the facility.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 27th, 2012

Commissioner O'Bryan questioned the effect intramurals would have on the events scheduled by the Convention and Visitors Bureau. Dr. Scott indicated that there would need to be give and take on both sides. He stated that intramural sports are not the priority for the facility.

Commissioner O'Bryan asked if a hardened room would be included in the Fine Arts building. Dr. Scott stated that a hardened room was not considered as a part of the Fine Arts Building.

Commissioner O'Bryan noted the infrastructure challenges the City will face as the PSU student population increases.

Commissioner Gray inquired how student growth compares with growth experienced by other Regents schools. Dr. Scott indicated that Hays has experienced a large growth of on-line students. Commissioner Gray inquired how tuition assistance compares with regents schools. Dr. Scott discussed several colleges and universities that offer tuition assistance programs.

Mayor Ketterman inquired how other universities have funded indoor event facilities. Dr. Scott stated that Missouri Western built their facility with tax credits. City Attorney Henry provided details of a proposed partnership project between KU and the City of Lawrence.

Mayor Ketterman stated that he does not want to rely on RLF funds for the proposed partnership, as he is uncertain if the funds would be available in the future. Mayor Ketterman suggested the citizens be allowed to vote on the use of City funds for the proposed projects. Commissioner O'Bryan stated that he believed the citizens elected the Commissioners to make these decisions. City Manager Daron Hall discussed the RLF and other funding options available for the project. Commissioner Beezley stated that she felt the Commissioners should make the decision, as citizens elected Commissioners to look out for the best interest of the residents.

Dr. Scott offered to put a committee together to include City representatives and PSU Officials to work together and answer questions regarding this partnership. Commissioner O'Bryan suggested the process move forward quickly. It was decided that City Manager Hall will work with PSU Officials regarding financing options available for the partnership.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
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November 27th, 2012

PUBLIC HEARING - WATER TREATMENT PLANT EMERGENCY GENERATOR AND ODOR CONTROL – Following Public Hearing, on motion of O'Bryan, seconded by Gray, the Governing Body approved a proposed loan in an amount not to exceed \$1,800,000.00 to be taken by the City of Pittsburg from the Kansas Public Water Supply Loan Fund administered by the Kansas Department of Health and Environment pursuant to K.S.A. 65-163c et seq to finance certain modifications and improvements to the City's water supply and distribution system, and to pay loan origination costs and interest during construction of the Project. Motion carried.

RESOLUTION NO. 1131 – On motion of Gray, seconded by Draper, the Governing Body approved Resolution No. 1131 authorizing the completion of an application to the Kansas Department Of Health and Environment regarding a loan from the Kansas Public Water Supply Loan Fund, and authorized the Mayor to sign the Resolution on behalf of the City of Pittsburg. Motion carried.

BOARD OF ZONING APPEALS APPOINTMENT – On motion of Gray, seconded by Draper, the Governing Body appointed Timothy Kundiger, to a first term as a member of the Board of Zoning Appeals effective January 1, 2013, and to expire on December 31st, 2015. Motion carried.

AIRPORT ADVISORY COMMITTEE APPOINTMENT/REAPPOINTMENT – On motion of Beezley, seconded by Gray, the Governing Body reappointed Nathan Keizer and Ron Long to second terms and appointed Ron Close to an unexpired term and Jerry Waltrip to a first term as members of the Airport Advisory Committee effective January 1, 2013, and to expire on December 31st, 2015. Motion carried.

PLANNING AND ZONING COMMISSION APPOINTMENT/REAPPOINTMENT – On motion of O'Bryan, seconded by Beezley, the Governing Body reappointed Brian Sullivan to a second term and appointed Patty Horgan and Michael Swartz to first terms as members of the Planning and Zoning Commission effective January 1, 2013, and to expire on December 31st, 2015. Motion carried.

DATE FOR SECOND CITY COMMISSION MEETING IN DECEMBER – On motion of Gray, seconded by O'Bryan, the Governing Body selected December 18th, 2012, to hold a Special Commission Meeting and cancelled their regularly scheduled meeting of December 25th, 2012. Motion carried.

EXECUTIVE SESSION - On motion of Draper, seconded by Beezley, the Governing Body recessed into Executive Session not to exceed 30 minutes for discussion regarding personnel matters of non-elected personnel. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 27th, 2012

The Governing Body recessed into Executive Session at 7:18 p.m.

The Governing Body reconvened into Regular Session at 7:47 p.m.

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

ADJOURNMENT: On motion of O'Bryan, seconded by Draper, the Governing Body adjourned the meeting at 7:47 p.m. Motion carried.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS
201 West 4th Street · Pittsburg KS 66762

(620) 231-4170
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Utilities

DATE: December 4, 2012

SUBJECT: Agenda Item – December 11, 2012
DISPOSITION OF BIDS
Unleaded Gasoline and Diesel Fuel

Bids were received on Tuesday, November 27th for the purchase of Unleaded Gasoline and Diesel Fuel for the City for the period of January 1st to December 31st, 2013 (see attached bid tab sheet). The specifications were written to provide for a floating bid for Unleaded Gasoline and Diesel Fuel, provided to the City's central fuel station and small fuel tanks located at various City facilities. It was the intention of the bid documents to provide for the cost per gallon for service and delivery above the cost of the fuel. However, there was some confusion with some of the bidders on how this was to be recorded on the bids. In this regard, City staff is recommending that the bids be rejected and is requesting permission to revise the bid specifications to rebid at a later date.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 11, 2012. Action necessary will be approval or disapproval of staff's recommendation to reject the bids and permission to revise the bid specifications to rebid at a later date.

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

Attachment: Bid Tab Sheet

cc: Tammy Nagel, City Clerk
Jacob Reagan
Bid File
Memo File



The City of Pittsburg, Kansas
Recapitulation of Bids
Gasoline and Diesel Fuel

Tuesday, November 27th, 2012
2:00 p.m.

Name & Address of Bidder	Cent/Gallon above cost Unleaded 87 Octane	Cent/Gallon above cost #2 Diesel	Cent/Gallon above cost 3 small Unleaded Gasoline Tanks	Cent/Gallon above cost 3 small Diesel Tanks
Castagno Oil Company, Inc. 675 S. Highway 69 - P.O. Box 357 Pittsburg, Kansas 66762	+3¢	+3¢	+10¢	+10¢
Producers Coop 164 W. 640 Avenue - P.O. Box 323 Girard, Kansas 66743	+0.050¢	+0.050¢	+0.0900¢	+0.0900¢
Petroleum Traders Corporation 7120 Pointe Inverness Way Fort Wayne, Indiana 46804	+.0216¢ Plus .2532¢ in taxes	+.0247¢ Plus .2732¢ in total taxes	NO BID	NO BID

INTEROFFICE MEMORANDUM

To: Daron Hall
From: Mark Turnbull
CC:
Date: NOVEMBER 27, 2012
Subject: *Agenda Item:* Stockade Brands, Inc Forgivable Loan

The City of Pittsburg entered into forgivable loan agreements with Stockade Brands, Inc. December 1, 2006. Employment documentation, which is attached, has been received from the company for this calendar year. The following table indicates the employer, criteria for loan forgiveness and the amount due based on performance in 2012.

Company Name	Payment Amount Forgiven	No. of Jobs Required or Equivalent	Forgivable Payment Due Date	No. of Jobs or Equiv Delivered	Children Served Required	Children Served	Grants Required/ Received
Stockade	\$22,083.35	48	January 31, 2013	54	NA	NA	NA

All criteria stipulated in the loan agreement have been met. The company has been sold to Ridley Block Operations; a division of Ridley Inc. Stockade Brands has requested the City Commission forgive the loan to meet the timelines of the purchase by Ridley Block Operations.. We congratulate these management and employees of Stockade Brands for meeting these requirements. Staff recommends the amounts indicated in the loan documents be forgiven to the employers for the year 2013, as follows: Stockade Brands, Inc., in the amount of \$22,083.35

Action requested is to approve or disapprove the recommendation and if approved, forgive the 2013 loan amounts due for Stockade Brands, Inc. and release Stockade Brands from further obligation from the City based on attainment of employee levels stipulated in loan documents.



STOCKADE BRANDS, Inc

P. O. Box 46, 1057 S. Hwy 69 Bypass, Pittsburg, KS 66762
ph. 800-835-0306 fax 620-231-5573

November 27, 2012

Mr. Daron Hall
The City of Pittsburg
P.O. Box 688
Pittsburg, KS 66762-0688

Dear Mr. Hall;

The shareholders and employees of Stockade Brands Inc. are very thankful for the way the City of Pittsburg has helped this company in keeping it alive, and in Pittsburg which has allowed Stockade to double its size over the last six years as well as double its employment.

The shareholders of Stockade have improved and expanded the operation about as far as they are capable of doing and in doing so has taken an operation ready to shut down in 2006 to a very valuable and marketable business today.

In that light, Stockade has sold its assets and business effective November 27th, 2012 to Ridley Block Operations, a division of Ridley Inc.

Ridley Inc. is a public held mutli faceted company in the livestock feed industry both in Canada and the USA. Ridley Block Operations based out of Mankato MN has plants in Texas, Kentucky, Alabama, Minnesota, South Dakota and California. Pittsburg is right in the middle and fills a geographical gap in their operations. They plan to make substantial capital improvements in the plant to further improve capacity to better service its national customer organization and are keeping all full time Stockade employees.

Stockade has only one payment remaining on its loan with the City of Pittsburg and again has exceeded the Minimum number of employees as specified in the loan agreement and promissory note of 50 employees, therefore we request you waive the final January 2013 payment.

The number of employees on the last full payroll of November 18th, attached, reflects 54 employees. The attached form 941 shows 62 employees, larger due to turnover.

Stockade has abided by all terms and conditions of the loan agreement for the year and again requests you waive the final January 2013 payment in accordance with the loan agreement.

Thanks again for your help. I truly believe the City, surrounding area and State of Kansas will continue to benefit greatly from Ridley Blocks decision to acquire and expand the Stockade operation.


Les Cashmere, President
Stockade Brands, Inc.

LOAN AGREEMENT

This Loan Agreement is hereby entered into as of the 1st day of December 2006, by and between The City of Pittsburg, Kansas (hereinafter referred to as the "City") and Stockade Brands, Inc., (hereinafter referred to as "Stockade").

WITNESSETH:

WHEREAS, the City desires to loan and Stockade has requested to borrow the sum of \$125,000.00 from the City through its Economic Development Revolving Loan Fund; and,

WHEREAS, the purpose of the loan is to enable Stockade to replace the roof on the approximately 43,000 square foot manufacturing and warehouse building (hereinafter referred to as the "building") on the real estate hereinafter described.

WHEREAS, the City and Stockade have agreed to the terms, conditions, and covenants of said loan, which are more particularly set out hereafter.

NOW, THEREFORE, City and Stockade agree as follows:

1. In consideration for the monies to be loaned Stockade by the City, Stockade agrees to, and hereby does, grant the City a second Mortgage on the real estate hereinafter described, together with the improvements thereon, including accessions and additions thereto, all of which shall be collateral for the loan. Stockade further agrees to abide by all the terms and conditions of this Loan Agreement and all Stockade related loan documents executed in connection with the loan.

2. Stockade shall repay the total loan of One Hundred Twenty Five Thousand Dollars and No Cents (\$125,000.00), at the rate of six percent (6%) interest per annum pursuant to the attached amortization schedule as follows:

- (a) The sum of \$28,333.33 on January 31, 2008;
- (b) The sum of \$27,083.33 on January 31, 2009;
- (c) The sum of \$25,833.33 on January 31, 2010;
- (d) The sum of \$24,583.33 on January 31, 2011;
- (e) The sum of \$23,333.33 on January 31, 2012;
- (f) The sum of \$22,083.35 on January 31, 2013.

PROVIDED HOWEVER, the obligation to make each individual annual payment hereunder shall be waived if Stockade reaches and maintains the following minimum number of regular full time jobs in each corresponding calendar year as follows:

- (a) The January 31, 2008 payment shall be waived if Stockade employs at least thirty (30) regular full time employees by the end of calendar year 2007.
- (b) The January 31, 2009 payment shall be waived if Stockade employs at least thirty five (35) regular full time employees by the end of calendar year 2008.
- (c) The January 31, 2010 payment shall be waived if Stockade employs at least forty (40) regular full time employees by the end of calendar year 2009.
- (d) The January 31, 2011 payment shall be waived if Stockade employs at least forty four (44) regular full time employees by the end of calendar year 2010.
- (e) The January 31, 2012 payment shall be waived if Stockade employs at least forty eight (48) regular full time employees by the end of calendar year 2011.

- (f) The January 31, 2013 payment shall be waived if Stockade employs at least fifty (50) regular full time employees by the end of calendar year 2012.

If any installment is not paid in full within thirty (30) days of the date(s) due, or if a proceeding in bankruptcy, receivership or insolvency is instituted by or against Stockade, or Stockade shall make an assignment for the benefit of creditors, or fail to cause the payment of ad valorem taxes and the insurance required in this Loan Agreement and the Mortgage when due, the entire amount owed, including any interest due, shall become due and payable at the election of the City without prior notice to Stockade. The City may exercise this election to accelerate during any default by Stockade regardless of any prior forbearance. The payment and acceptance of any sum or sums at any time on account of the note shall not be a waiver of such right of election. Stockade shall pay the City a late charge of One Thousand Eight Hundred Dollars and No Cents (\$1,800.00) on any installment not received within ten (10) days after the installment is due; which payment shall be retained by the City as an administrative service charge.

Upon election by the City to accelerate payment of this note, Stockade agrees to pay the City's reasonable costs of collection, including, but not limited to, court costs and attorney fees.

3. Stockade shall, at all times until the entire principal and interest due on the loan has been paid in full, maintain, or cause to be maintained, in full force and effect, a policy or policies of insurance insuring the improvements on the following real estate mortgaged

to the City as collateral for the loan:

The West Half of the Southeast Quarter of Section Six (6), Township Thirty One (31) South, Range Twenty Five (25) East of the Sixth Principal Meridian, according to the United States Government Survey thereof.

Except that part thereof bounded and described as follows: Beginning at a point on the South Line of said Section Six (6), Sixty Five (65) feet West of the Southeast corner of the said West Half of the Southeast Quarter of Section Six (6), and running thence West, along the South line of said Section, Seven Hundred Twenty Six (726) feet; thence North, at a right angle, One Thousand Seventy (1070) feet, thence East, at a right angle, Seven Hundred Twenty Six (726) feet; thence South, at a right angle, One Thousand Seventy (1070) feet to the point of beginning.

AND

That part of the Northeast Quarter of the Southeast Quarter of Section Six (6), Township Thirty One (31) South, Range Twenty Five (25) East of the Sixth Principal Meridian, according to the United States Government Survey thereof, bounded and described as follows:

Beginning at the Northwest corner of the said Northeast Quarter of the Southeast Quarter of Section Six (6), and running thence South One Thousand Three Hundred Fourteen and Thirty Six Hundredths (1314.36) feet more or less, to the Southwest corner of the said Northeast Quarter of the Southeast Quarter Section; thence East one Hundred Forty Six and One Tenth (146.1) feet; thence Northeasterly One Thousand Three Hundred Twenty Seven and Three Tenths (1327.3) feet, more or less, to a point Three Hundred Thirty and Five Tenths (330.5) feet East of the Northwest corner of the said Northeast Quarter of the Southeast Quarter section; thence West Three Hundred Thirty and Five Tenths (330.5) feet to the point of beginning.

Subject to the Abutter's Rights of Access in and to the adjoining highway as recited in condemnation proceedings in the District Court of Crawford County, Kansas, sitting at Pittsburg, in Case Number 19442, Tract Number 54.

ALSO

Subject to easement for railroad track of the St. Louis-San Francisco Railway Company, as shown by Easement recorded in Miscellaneous Record 38, at Page 295, in the office of the Register of deeds of Crawford County, Kansas.

EXCEPT

A tract of land in the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), Section 6, Township 31S, Range 25E, described as follows:

Beginning on the North and South center line Section 6, Township 31S, Range 25E and 50.0 feet South of the center of said section: thence East 446.41 feet to a point on the Southwesterly line of the San Francisco and St. Louis Railroad Spur right-of-way 446.41 feet East and 50.0 feet South of the center of said Section: thence Southeasterly 29.64 feet on a radius of 521.44 feet to the right along the Southwesterly Right-of-Way line of the San Francisco and St. Louis Railroad Spur Right-of-Way to a point 475.0 feet East and 56.92 feet South of the center of said section; thence South 893.08 feet to a point 950.0 feet South and 475.0 feet East of the center of said section; thence West 475.0 feet to a point on the North and South center line of said Section 950.0 feet South of the center of said Section; thence North on the North and South center line of said Section; 900.0 feet to the place of beginning

against loss or damage by fire, theft, wind, collapse, explosion, and other casualties in an amount of at least \$1,000,000.00; with losses in all cases to be payable to the City, the first mortgagee, and Stockade, as their interests appear.

A certificate for each insurance policy shall be furnished, to the City, which certificate shall also contain a provision requiring the insurance carrier to give the City thirty (30) days prior written notice of any cancellation of the insurance, or any reduction of coverage, or any other major change in the insurance.

4. Stockade shall not, without the express prior written approval of the City, make any material change in the ownership, structure, control, or operation of Stockade, including but not limited to i) the merger into or consolidation with any other association, person, partnership, firm, or corporation; or ii) engage in any activity which would change the nature of its business. In the event of a material change in the ownership (greater than

25%), structure, control, or operation of Stockade or the violation of the covenants in this paragraph, with or without knowledge of the City, the City reserves the right to renegotiate this Loan Agreement or declare the entire unpaid principal of the Note and the interest then accrued thereon, immediately due and payable upon written demand by the City.

5. Stockade further covenants and agrees, if requested by the City, to furnish the City annual financial statements of Stockade prepared by a firm of certified public accountants, within One Hundred Twenty (120) days after the close of Stockade's fiscal year.

All such annual financial statements shall be prepared in accordance with generally accepted accounting principles and be accompanied by a certificate of the President, Vice President or chief financial officer of Stockade stating that as of the date thereof to the best of his or her knowledge no event or condition exists which, with notice or lapse of time or both, would materially change or vary the financial information and data contained therein.

6. Prior to the City releasing any of the loan proceeds Stockade shall deliver to the City a certificate signed by the President or Vice President of Stockade certifying:

- (a) The specified amount of draw and directing to whom such amount shall be paid;
- (b) The amount requested either has been advanced by Stockade or is justly due

to contractors, subcontractors, suppliers, vendors, employees, materialmen, engineers, architects or other persons (whose names and addresses shall be stated) who have furnished necessary and appropriate work, materials, furnishings, inventory, machinery, or equipment needed for the successful completion of the improvements on the premises and giving a brief description of such work and materials, furnishings, inventory, machinery, or equipment and the several amounts so paid or due to each of said persons in respect thereof and stating that the fair value of such work and materials, furnishings, inventory, machinery, or equipment is not exceed exceeded by the amount requested to be withdrawn; and

- (c) That except for the amount, if any, stated in said certificate pursuant to the foregoing subparagraph (b), there is no outstanding indebtedness which is more than thirty (30) days past due and payable for labor, wages, materials, supplies, or services in connection with the operation and use of the facility and which if unpaid, might become the basis of a vendors', mechanics', laborers', or materialmen's statutory or other similar lien upon the premises described, or any part thereof. Notwithstanding the preceding sentence, if any lien or encumbrance is filed against the premises, Stockade shall discharge the same of record within ninety (90) days after the date of filing, unless within said ninety (90) day period, it notifies the City in writing of its

intention to contest such lien or encumbrance and, if requested by City, deposits with it a bond in favor of the City in the amount of the lien or encumbrances so contested indemnifying and protecting the premises and the City from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with said asserted lien or encumbrance and the contest thereof.

Also, prior to releasing said loan proceeds Stockade shall deliver to the City the following:

- (A) A certified copy of the resolution(s) passed by the Board of Directors of Stockade, authorizing the entering into of this Loan Agreement, the Promissory Note, the Real Estate Mortgage, and all other instruments or documents required in connection with this Loan Agreement;
- (B) A Certificate of Good Standing from the State of Kansas for Stockade; and
- (C) A certification by Stockade's President or Vice President and Secretary that the execution and performance of the Loan Agreement with the City:
 - (i) Is and will be within its corporate powers;
 - (ii) Has been duly authorized by its Board of Directors and, if necessary, its members;
 - (iii) Is not and will not be in contravention of law or the terms of the Certificate or Articles of Incorporation or bylaws or any agreement

or undertaking to which it or any of its property is bound;

(iv) Does not require any consent or approval which has not been given;

and

(v) Does not contravene any statute, rule or regulation or any contractual or governmental restriction binding on it.

7. Stockade shall, during the entire term of this Loan Agreement, pay, or cause to be paid, when due, all taxes and assessments, if any, that may, for any purposes whatever, be levied or assessed, now or hereafter, on the real estate, the building, its operations, equipment, machinery, and inventory.

8. Stockade also agrees not to commit or permit waste or damage to the building, and to cause the building to be kept in good condition and repair, reasonable wear and tear excepted.

9. Stockade further agrees, notwithstanding anything stated herein, to draw the entire amount of the loan within six (6) months of the execution of this Loan Agreement. Should it fail to do so the City shall have the absolute right, in its sole discretion, to terminate this Loan Agreement with respect to all sums not drawn on the loan.

10. Stockade shall not, without the express prior written authority of the City's Governing Body, borrow additional monies on the real estate which could create a lien or encumbrance thereon.

11. If Stockade shall violate any terms and conditions of this Loan Agreement or

related Loan documents, then the City, at its sole option, may declare the whole of the indebtedness, and the interest thereon, immediately due and payable; in which event, the City shall be entitled to pursue all legal remedies under the lease(s), if any, and against Stockade as well as the right to foreclose and sue for a deficiency judgment. And, upon such an event, the City shall also be entitled to the immediate possession of the premises described herein, subject to prior rights, if any, of the first mortgagee.

12. Stockade further agrees and warrants:

(a) There is not now pending against Stockade, nor to the knowledge of Stockade, is there any threatened litigation, legal or administrative proceedings, investigation or any other action of any nature against or affecting Stockade, the outcome of which might materially and adversely affect the financial condition or business of Stockade.

(b) All of the collateral is owned by Stockade, free and clear of all liens, claims or encumbrances whatsoever, except for the rights herein granted to the City and first mortgagee; and

(c) Stockade has good title to all of the described property and assets, free and clear of all mortgages, liens and encumbrances except for the first mortgage and minor irregularities which do not materially interfere with the occupation, use and enjoyment by Stockade of such premises and improvements in the normal course of business as presently conducted.

13. It is further understood and agreed that the failure of the City to insist, in any

one instance or more, upon the performance of any of the agreements, conditions, covenants, or terms either of this Loan Agreement or the related loan documents, shall be limited to the particular instance and shall not operate as a waiver or be determined to be a waiver of any future breaches of the agreements, conditions, covenants, or terms herein to be kept and performed by Stockade.

14. It is further agreed that Stockade shall not assign or sell any interest, claim, or title it may have or obtain under this Agreement without the express written consent of the City endorsed hereon, and made a permanent part hereof.

15. Stockade further agrees that no set-off, counterclaim, reduction, or diminution of any obligation, or defense of any kind or nature which it may have against the City, or members, officers or employees of Stockade, shall affect, modify or impair its obligations hereunder.

16. This Loan Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Kansas.

17. This Loan Agreement and related loan documents constitute the entire Loan Agreement, and supersede(s) all prior agreements and commitments, whether oral or written, among the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof, any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

19. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement, or any part thereof.

20. Stockade covenants and agrees that the persons signing this Loan Agreement on its behalf have been authorized and directed by Stockade to sign this Agreement on behalf of and as the act and deed of Stockade.

21. Any consent required to be given herein by either Stockade or the City will not be unreasonably withheld.

22. It is expressly agreed that this Agreement shall be binding upon the parties, their trustees, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto, on the day and year stated herein.

My Appointment expires: _____

~~STATE OF KANSAS~~)
OKLAHOMA *new*)
PITTSBURG *new*) SS:
~~CRAWFORD COUNTY~~)

BE IT REMEMBERED, that on this 28th day of November, 2006, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Lester Cashmere, President, and ROBERT M VERWER, Secretary, of Stockade Brands, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Mary Wilson
Notary Public

My Appointment expires: 2/26/2010

STOCKADE BRANDS LOAN SCHEDULE

NUMBER OF PAYMENTS.....	6
INTEREST RATE PER ANNUM.....	6.000%
PRINCIPAL AMOUNT BORROWED.....	\$125,000.00

PAYMENT DUE DATE	#	PAYMENT AMOUNT	INTEREST AMOUNT	PRINCIPAL AMOUNT	INTEREST TO DATE	PRINCIPAL TO DATE	PRINCIPAL BALANCE
January 31, 2008	YEAR 1	\$28,333.33	\$7,500.00	\$20,833.33	\$7,500.00	\$20,833.33	\$104,166.67
January 31, 2009	YEAR 2	\$27,083.33	\$6,250.00	\$20,833.33	\$13,750.00	\$41,666.66	\$83,333.34
January 31, 2010	YEAR 3	\$25,833.33	\$5,000.00	\$20,833.33	\$18,750.00	\$62,499.99	\$62,500.01
January 31, 2011	YEAR 4	\$24,583.33	\$3,750.00	\$20,833.33	\$22,500.00	\$83,333.32	\$41,666.68
January 31, 2012	YEAR 5	\$23,333.33	\$2,500.00	\$20,833.33	\$25,000.00	\$104,166.65	\$20,833.35
January 31, 2013	YEAR 6	\$22,083.35	\$1,250.00	\$20,833.35	\$26,250.00	\$125,000.00	\$0.00
TOTALS		\$151,250.00	\$26,250.00	\$125,000.00			

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6279	FIELD TURF INC	R	11/21/2012			169672		3,412.50
1	BRIXEY, CHRIS	R	11/21/2012			169673		17.89
4263	COX COMMUNICATIONS	R	11/21/2012			169674		1,467.48
1	FIRST UNITED METHODIST CHURCH	R	11/21/2012			169676		500.00
3493	KANSAS BOARD OF EMS	R	11/21/2012			169677		740.00
0175	REGISTER OF DEEDS	R	11/21/2012			169678		71.18
5904	TASC	R	11/21/2012			169679		1,983.00
2165	CP COMMUNICATIONS	R	11/28/2012			169680		23,980.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	11/29/2012			169681		405.29
2004	AIRE MASTER	R	11/29/2012			169682		15.45
6963	ANCHOR FENCE	R	11/29/2012			169683		1,600.00
6946	ARROWHEAD OUTDOOR LLP	R	11/29/2012			169684		125.00
6192	KATHLEEN CERNE	R	11/29/2012			169685		600.00
0748	CONRAD FIRE EQUIPMENT INC	R	11/29/2012			169686		9.81
6358	FIRE X INC	R	11/29/2012			169687		3,443.50
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	11/29/2012			169689		97.64
6656	KNIPP EQUIPMENT INC	R	11/29/2012			169690		482.84
6863	PITTSBURG STATE UNIVERSITY	R	11/29/2012			169691		575.00
6783	ROCKMOUNT RESEARCH & ALLOYS IN	R	11/29/2012			169692		132.14
6716	SID BOEDEKER SAFETY SHOE SERVI	R	11/29/2012			169693		240.00
2350	WASTE CORPORATION OF MISSOURI	R	11/29/2012			169694		895.77
6595	AMAZON.COM	R	11/30/2012			169695		6,643.31

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4989	COVENANT HARVEST CHURCH	R	11/30/2012			169696		138.00
4263	COX COMMUNICATIONS	R	11/30/2012			169697		59.32
1	EMERSON, SANDY	R	11/30/2012			169698		50.00
1	FRONTENAC FIRE BENEFIT FUND	R	11/30/2012			169699		500.00
2877	KDHE - BUREAU OF WATER	R	11/30/2012			169700		50.00
1554	LITTLE BALKANS FESTIVAL	R	11/30/2012			169701		1,995.00
1	NEWTON CNTY RESCUE & RECOVERY	R	11/30/2012			169702		500.00
1	PAWS K-9 SEARCH & RESCUE	R	11/30/2012			169703		500.00
0397	PITTSBURG POLICE DEPT	R	11/30/2012			169704		128.11
0093	US POST OFFICE	R	11/30/2012			169705		86.00
1108	WESTAR ENERGY	R	11/30/2012			169706		36.05
0011	AMERICAN ELECTRIC INC	E	11/28/2012			999999		274.40
0022	DANKO EMERGENCY EQUIPMENT CO.	E	11/28/2012			999999		76.95
0026	STANDARD INSURANCE COMPANY	D	12/03/2012			999999		1,250.19
0044	CRESTWOOD COUNTRY CLUB	E	11/28/2012			999999		233.00
0046	ETTINGERS OFFICE SUPPLY	E	11/28/2012			999999		594.07
0063	LOCKE WHOLESALE SUPPLY	E	11/28/2012			999999		869.64
0078	SUPERIOR LINEN SERVICE	E	11/28/2012			999999		114.10
0083	WATER PRODUCTS INC	E	11/28/2012			999999		3,407.80
0084	INTERSTATE EXTERMINATOR, INC.	E	11/28/2012			999999		310.00
0087	FORMS ONE	E	11/28/2012			999999		90.00
0088	D & H LEASING INC	E	11/28/2012			999999		172.13

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 11/20/2012 THRU 12/04/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0101	BUG-A-WAY INC	E	11/28/2012			999999		100.00
0105	PITTSBURG AUTOMOTIVE INC	E	11/28/2012			999999		1,385.23
0109	RANDY VILELA TRUCKING, HAULING	E	11/28/2012			999999		3,100.00
0112	MARRONES INC	E	11/28/2012			999999		161.15
0117	THE MORNING SUN	E	11/28/2012			999999		428.05
0133	JIM RADELL CONSTRUCTION INC	E	11/28/2012			999999		5,347.50
0135	PITTSBURG AREA CHAMBER OF COMM	E	11/28/2012			999999		14,500.00
0145	BROADWAY LUMBER COMPANY, INC.	E	11/28/2012			999999		1,395.80
0154	BLUE CROSS & BLUE SHIELD	D	11/27/2012			999999		32,351.40
0154	BLUE CROSS & BLUE SHIELD	D	11/30/2012			999999		17,005.34
0163	O'REILLY AUTOMOTIVE INC	E	11/28/2012			999999		90.99
0177	BOOK WHOLESALERS INC	E	11/28/2012			999999		204.51
0185	MISSION CLAY PRODUCTS LLC	E	11/28/2012			999999		168.22
0199	KIRKLAND WELDING SUPPLIES	E	11/28/2012			999999		35.80
0200	SHERWIN WILLIAMS COMPANY	E	11/28/2012			999999		418.84
0224	KDOR	D	11/23/2012			999999		494.86
0272	BO'S 1 STOP INC	E	11/28/2012			999999		238.68
0292	UNIFIRST CORPORATION	E	11/28/2012			999999		101.36
0306	CASTAGNO OIL CO INC	E	11/28/2012			999999		38.95
0317	KUNSHEK CHAT & COAL CO, INC.	E	11/28/2012			999999		5,311.56
0321	KP&F	D	11/21/2012			999999		311.00
0328	KANSAS ONE-CALL SYSTEM INC	E	11/28/2012			999999		394.80

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0329	O'MALLEY IMPLEMENT CO INC	E	11/28/2012			999999		23.88
0337	CROSS-MIDWEST TIRE	E	11/28/2012			999999		948.25
0339	GENERAL MACHINERY	E	11/28/2012			999999		999.43
0347	LYNN'S QUICK LUBE	E	11/28/2012			999999		46.95
0375	CONVENIENT WATER COMPANY	E	11/28/2012			999999		10.00
0414	SELLERS EQUIPMENT INC	E	11/28/2012			999999		87.37
0534	TYLER TECHNOLOGIES INC	E	11/28/2012			999999		780.00
0583	DICKINSON INDUSTRIES INC	E	11/28/2012			999999		15.00
0585	MOLLE MC AUTOMOTIVE INC	E	11/28/2012			999999		185.00
0659	PAYNES INC	E	11/28/2012			999999		221.80
0709	BATES SALES COMPANY INC	E	11/28/2012			999999		101.30
0805	BROADWAY ANIMAL HOSPITAL	E	11/28/2012			999999		247.00
0815	WILBERT & TOWNER	E	11/28/2012			999999		25.00
0823	TOUCHTON ELECTRIC INC	E	11/28/2012			999999		274.00
1030	FREDDY VAN'S INC	E	11/28/2012			999999		14,570.00
1030	FREDDY VAN'S INC	E	11/29/2012			999999		25,395.00
1050	KPERS	D	11/21/2012			999999		863.75
1062	JOPLIN BUILDING MATERIAL	E	11/28/2012			999999		3,025.85
1478	KANSASLAND TIRE OF PITTSBURG	E	11/28/2012			999999		692.36
1631	EVERYTHING SEW SEW	E	11/28/2012			999999		6.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	11/28/2012			999999		202.25
2035	O'BRIEN ROCK CO., INC.	E	11/28/2012			999999		3,146.17

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 11/20/2012 THRU 12/04/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2166	CURTIS INSTRUMENTATION SERVICE	E	11/28/2012			999999		488.00
2433	THE MORNING SUN	E	11/28/2012			999999		1,083.00
2767	BRENNTAG SOUTHWEST, INC	E	11/28/2012			999999		1,620.00
2960	PACE ANALYTICAL SERVICES INC	E	11/28/2012			999999		1,219.00
3079	COMMERCE BANK	D	12/03/2012			999999		14,142.99
3126	W.W. GRAINGER, INC	E	11/28/2012			999999		164.16
3192	MUNICIPAL CODE CORP	E	11/28/2012			999999		550.00
3802	BRENNTAG MID-SOUTH INC	E	11/28/2012			999999		1,965.00
3971	FASTENAL COMPANY	E	11/28/2012			999999		136.69
3972	WASHINGTON ELECTRONICS INC	E	11/28/2012			999999		8,131.08
4059	PSU - PRINTING & DESIGN SERVI	E	11/28/2012			999999		55.28
4126	EMERGENCY MEDICAL PRODUCT INC	E	11/28/2012			999999		416.00
4133	T.H. ROGERS HOMECENTER	E	11/28/2012			999999		194.07
4312	GOLD MECHANICAL INC	E	11/28/2012			999999		866.47
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	11/28/2012			999999		371.64
4501	JAMES D PATTERSON	E	11/28/2012			999999		10.00
4624	COVERT ELECTRIC MACHINERY, INC	E	11/28/2012			999999		963.00
4638	SOUND PRODUCTS	E	11/28/2012			999999		46.35
4711	RANDOM HOUSE, INC.	E	11/28/2012			999999		33.75
5275	US LIME COMPANY-ST CLAIR	E	11/28/2012			999999		3,987.92
5295	SPRINGFIELD BLUEPRINT	E	11/28/2012			999999		165.73
5552	NATIONAL SIGN CO INC	E	11/28/2012			999999		395.70

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 11/20/2012 THRU 12/04/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5668	COUNTRYSIDE ANIMAL HOSPITAL OF	E	11/28/2012			999999		89.36
5814	SEK HEAT & AIR INC	E	11/28/2012			999999		238.40
5855	SHRED-IT USA INC	E	11/28/2012			999999		74.42
5889	MIKE'S REPAIR & FABRICATION LL	E	11/28/2012			999999		78.68
5904	TASC	D	11/21/2012			999999		7,711.25
6175	HENRY C MENGHINI	E	11/28/2012			999999		3,235.80
6262	CLEAN THE UNIFORM COMPANY	E	11/28/2012			999999		363.76
6309	TAMMY FRYE	E	12/04/2012			999999		400.00
6402	BEAN'S TOWING & AUTO BODY	E	11/28/2012			999999		2,308.75
6718	NATIONAL SCREENING BUREAU	E	11/28/2012			999999		268.50
6952	ADP INC	D	11/23/2012			999999		3,180.81
6968	MIDWEST FIRE TRAINING ASSOCIAT	E	11/28/2012			999999		3,981.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	33	51,480.28	0.00	51,480.28
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	9	77,311.59	0.00	77,311.59
EFT:	80	124,490.49	22.84CR	124,467.65
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	122	253,282.36	22.84CR	253,259.52
BANK: 80144	TOTALS:	122	253,282.36	22.84CR	253,259.52

VENDOR SET: 99 City of Pittsburg, KS
BANK: EFT MANUAL EFTS
DATE RANGE: 11/20/2012 THRU 12/04/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0011	AMERICAN ELECTRIC INC	E	11/23/2012			999999		52.15
0083	WATER PRODUCTS INC	E	11/23/2012			999999		342.48
0088	D & H LEASING INC	E	11/23/2012			999999		161.94
0194	KANSAS STATE TREASURER	E	12/03/2012			999999		3,545.63
0201	SPICER-ADAMS WELDING, INC.	E	12/03/2012			999999		18.00
0237	JON B. GARRISON	E	11/23/2012			999999		173.30
0278	LAWSON PRODUCTS INC	E	12/03/2012			999999		73.43
0339	GENERAL MACHINERY	E	11/23/2012			999999		552.13
0375	CONVENIENT WATER COMPANY	E	12/03/2012			999999		20.00
0434	UNITED LABORATORIES	E	12/03/2012			999999		187.52
0516	AMERICAN CONCRETE CO INC	E	12/03/2012			999999		5,832.51
0746	CDL ELECTRIC COMPANY INC	E	11/23/2012			999999		198.01
0786	RICHARD RHEUMS	E	12/03/2012			999999		2,000.00
0806	JOHN L CUSSIMANIO	E	12/03/2012			999999		166.00
0866	AVFUEL CORPORATION	E	11/23/2012			999999		26,908.25
1075	COASTAL ENERGY CORP	E	11/23/2012			999999		17,028.84
1188	SIMPSONS DATA SERVICES INC	E	12/03/2012			999999		159.75
1478	KANSASLAND TIRE OF PITTSBURG	E	11/23/2012			999999		47.05
1478	KANSASLAND TIRE OF PITTSBURG	E	12/03/2012			999999		62.80
1915	SALINA AREA TECH SCHOOL	E	12/03/2012			999999		210.00
2111	DELL MARKETING L.P.	E	12/03/2012			999999		4,657.81
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	11/23/2012			999999		24,801.93

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2707	THE LAWNSCAPE COMPANY, INC.	E	12/03/2012			999999		689.15
2825	KANSAS DEPT OF ADMINISTRATION	E	12/03/2012			999999		621.46
2960	PACE ANALYTICAL SERVICES INC	E	11/23/2012			999999		253.00
2960	PACE ANALYTICAL SERVICES INC	E	12/03/2012			999999		352.00
3802	BRENNTAG MID-SOUTH INC	E	11/23/2012			999999		1,965.00
3802	BRENNTAG MID-SOUTH INC	E	12/03/2012			999999		4,312.50
4133	T.H. ROGERS HOMECENTER	E	12/03/2012			999999		10.38
4197	ESRI	E	12/03/2012			999999		4,543.99
4501	JAMES D PATTERSON	E	12/03/2012			999999		10.00
4621	JCI	E	12/03/2012			999999		2,079.20
4736	GUARANTEE ROOFING, INC	E	12/03/2012			999999		26,390.00
4791	SPRINGSTED INCORPORATED	E	11/23/2012			999999		2,688.00
5113	MIDWEST REGIONAL BALLET	E	12/03/2012			999999		4,454.19
5129	VANCE BROTHERS, INC.	E	11/23/2012			999999		13,310.00
5228	KDHE	E	12/03/2012			999999		40.00
5236	SHOWCASES	E	11/23/2012			999999		232.83
5340	COMMERCE BANK TRUST	E	11/30/2012			999999		28,194.22
5552	NATIONAL SIGN CO INC	E	12/03/2012			999999		377.52
5609	RON WHITE	E	12/03/2012			999999		192.50
5855	SHRED-IT USA INC	E	12/03/2012			999999		79.63
5983	INTERSTATE ELECTRICAL CONSTRUC	E	11/23/2012			999999		837.36
6341	INDUSTRIAL SEALING & LUBRICATI	E	11/23/2012			999999		560.16

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6558	VERMONT SYSTEMS INC	E	11/23/2012			999999		200.00
6741	STACEY DARROW	E	12/03/2012			999999		293.00
6822	ELIZABETH BRADSHAW	E	12/03/2012			999999		289.36
6882	AMANDA ROEDEL	E	11/23/2012			999999		17.91
6958	CHELSEA N MONTGOMERY	E	12/03/2012			999999		80.00
6959	JERALD L STEFFENHAGEN SR	E	12/03/2012			999999		630.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	50	180,914.90	12.01CR	180,902.89
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:	50	180,914.90	12.01CR	180,902.89
BANK: EFT TOTALS:	50	180,914.90	12.01CR	180,902.89

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 11/20/2012 THRU 12/04/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6266	KENNETH JOSEPH BRADY	R	12/03/2012			169716		261.00
6585	CLASS HOMES 1 LLC	R	12/03/2012			169717		139.00
6168	K AND B RENTALS LLC	R	12/03/2012			169718		593.00
1601	GRAIG MOORE	R	12/03/2012			169719		453.00
6517	STACE MORRIS	R	12/03/2012			169720		673.00
1800	DAN RODABAUGH	R	12/03/2012			169721		251.00
6451	NAZAR SAMAN	R	12/03/2012			169722		764.00
4636	WESTAR ENERGY, INC. (HAP)	R	12/03/2012			169723		635.00
0109	RANDY VILELA TRUCKING, HAULING	E	12/04/2012			999999		1,418.00
0140	A&M RENTALS	E	12/04/2012			999999		1,311.00
0266	JOHN S KUTZ	E	12/04/2012			999999		116.00
0372	CONNER REALTY	E	12/04/2012			999999		898.00
0855	CHARLES HOSMAN	E	12/04/2012			999999		454.00
0969	SEK-CAP INC	E	12/04/2012			999999		285.01
1008	BENJAMIN M BEASLEY	E	12/04/2012			999999		496.00
1231	JOHN LOVELL	E	12/04/2012			999999		259.00
1609	PHILLIP H O'MALLEY	E	12/04/2012			999999		4,308.00
1638	VERNON W PEARSON	E	12/04/2012			999999		422.00
1688	DORA WARE	E	12/04/2012			999999		571.00
1961	DUSTIN D MAJOR	E	12/04/2012			999999		43.00
1982	KENNETH STOTTS	E	12/04/2012			999999		3,172.00
1985	RICK A MOORE	E	12/04/2012			999999		819.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2304	DENNIS HELMS	E	12/04/2012			999999		481.00
2339	CHRIS WINDSOR	E	12/04/2012			999999		154.00
2398	WILLIAM E SAMSON	E	12/04/2012			999999		413.00
2542	CHARLES YOST	E	12/04/2012			999999		1,286.00
2624	JAMES ZIMMERMAN	E	12/04/2012			999999		1,173.00
2718	KENNETH B DUTTON	E	12/04/2012			999999		284.00
2850	VENITA STOTTS	E	12/04/2012			999999		446.00
2913	KENNETH N STOTTS JR	E	12/04/2012			999999		259.00
3002	BARBARA MINGORI	E	12/04/2012			999999		1,225.00
3067	STEVE BITNER	E	12/04/2012			999999		6,349.00
3082	JOHN R JONES	E	12/04/2012			999999		235.00
3114	PATRICIA BURLESON	E	12/04/2012			999999		1,284.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	12/04/2012			999999		432.00
3193	WILLIAM CROZIER	E	12/04/2012			999999		2,426.00
3218	CHERYL L BROOKS	E	12/04/2012			999999		450.00
3252	LINDA S LLOYD	E	12/04/2012			999999		196.00
3272	DUNCAN HOUSING LLC	E	12/04/2012			999999		6,929.00
3273	RICHARD F THENIKL	E	12/04/2012			999999		1,154.00
3294	JOHN R SMITH	E	12/04/2012			999999		570.00
33593	REMINGTON SQUARE	E	12/04/2012			999999		6,586.00
3668	MID AMERICA PROPERTIES OF PITT	E	12/04/2012			999999		2,421.00
3708	GILMORE BROTHERS RENTALS	E	12/04/2012			999999		68.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 11/20/2012 THRU 12/04/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3724	YVONNE L. ZORNES	E	12/04/2012			999999		655.00
3746	JAROLD BONBRAKE	E	12/04/2012			999999		318.00
3821	JAMES T BLANCHO	E	12/04/2012			999999		375.00
3978	TBSW HOLDINGS, LLC	E	12/04/2012			999999		218.00
4054	MICHAEL A SMITH	E	12/04/2012			999999		455.00
4154	JOSEPH L. BOURNONVILLE	E	12/04/2012			999999		452.00
4177	MT RENTALS	E	12/04/2012			999999		313.00
4218	MEADOWLARK TOWNHOUSES	E	12/04/2012			999999		2,127.00
4492	PITTSBURG SENIORS	E	12/04/2012			999999		4,181.00
4546	C & M PROPERTIES LLC	E	12/04/2012			999999		81.00
4564	TERRY L SIMPSON	E	12/04/2012			999999		389.00
4752	S & N MANAGEMENT, LLC	E	12/04/2012			999999		479.00
4786	JENNIFER STANLEY	E	12/04/2012			999999		487.00
4828	LINDA G MARTINSON	E	12/04/2012			999999		142.00
4928	PITTSBURG STATE UNIVERSITY	E	12/04/2012			999999		983.00
5035	ZACK QUIER	E	12/04/2012			999999		244.00
5039	VANETA MATHIS	E	12/04/2012			999999		273.00
5393	CARLOS ANGELES	E	12/04/2012			999999		419.00
5549	DELBERT BAIR	E	12/04/2012			999999		266.00
5583	ROBERT L NANKIVELL SR	E	12/04/2012			999999		95.00
5653	PEGGY HUNT	E	12/04/2012			999999		228.00
5656	EARL HARTMAN	E	12/04/2012			999999		434.00

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DATE RANGE: 11/20/2012 THRU 12/04/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5658	DEANNA J HIGGINS	E	12/04/2012			999999		163.00
5660	HERBERT WARING	E	12/04/2012			999999		42.00
5676	BARBARA TODD	E	12/04/2012			999999		267.00
5817	JAMA ENTERPRISES LLP	E	12/04/2012			999999		253.00
5834	DENNIS TROUT	E	12/04/2012			999999		365.00
5854	ANTHONY A SNYDER	E	12/04/2012			999999		267.00
5875	BRIAN WARE	E	12/04/2012			999999		450.00
5885	CHARLES T GRAVER	E	12/04/2012			999999		500.00
5896	HORIZON INVESTMENTS GROUP INC	E	12/04/2012			999999		173.00
5906	JOHN HINRICHS	E	12/04/2012			999999		186.00
5939	EDNA R TRENT	E	12/04/2012			999999		215.00
5957	PASTEUR PROPERTIES LLC	E	12/04/2012			999999		433.00
5961	LARRY VANBECELAERE	E	12/04/2012			999999		540.00
6002	SALLY THRELFALL	E	12/04/2012			999999		325.00
6032	TIM J. RIDGWAY	E	12/04/2012			999999		1,294.00
6073	REBECCA FOSTER	E	12/04/2012			999999		225.00
6090	RANDAL BENNEFELD	E	12/04/2012			999999		625.00
6108	TILDEN BURNS	E	12/04/2012			999999		266.00
6130	T & K RENTALS LLC	E	12/04/2012			999999		1,194.00
6150	JAMES L COX	E	12/04/2012			999999		266.00
6155	HOUSING AUTHORITY OF DEKALB CO	E	12/04/2012			999999		276.80
6161	MICHAEL J STOTTS	E	12/04/2012			999999		125.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6172	ANDREW A WACHTER	E	12/04/2012			999999		714.00
6186	TROY ROSENSTIEL	E	12/04/2012			999999		514.00
6284	FRED TWEET	E	12/04/2012			999999		271.00
6294	RONALD E WUERDEMAN	E	12/04/2012			999999		197.00
6295	DAVID L PETERSON	E	12/04/2012			999999		675.00
6298	KEVAN L SCHUPBACH	E	12/04/2012			999999		5,829.00
6306	BALKANS DEVELOPMENT LLC	E	12/04/2012			999999		352.00
6317	RONALD L EMERSON	E	12/04/2012			999999		167.00
6380	WAYNE E THOMPSON	E	12/04/2012			999999		520.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	12/04/2012			999999		3,825.00
6441	HEATHER D MASON	E	12/04/2012			999999		267.00
6443	MEDICALODGES INC	E	12/04/2012			999999		162.00
6446	HUTCHINS RENTAL TRUST ACCOUNT	E	12/04/2012			999999		165.00
6464	CBM REAL ESTATE GROUP LLC	E	12/04/2012			999999		525.00
6507	MARTHA E MOORE	E	12/04/2012			999999		274.00
6628	SEAN HALL	E	12/04/2012			999999		308.00
6633	CHRISTINA OBERLE	E	12/04/2012			999999		82.00
6647	MICHAEL A SMITH	E	12/04/2012			999999		536.00
6657	OZARKS AREA COMMUNITY ACTION C	E	12/04/2012			999999		455.10
6673	JUDITH A COLLINS	E	12/04/2012			999999		20.00
6708	CHARLES MERTZ	E	12/04/2012			999999		437.00
6726	JEPSON HOLDINGS LLC	E	12/04/2012			999999		71.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 11/20/2012 THRU 12/04/2012

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6753	REBECCA SPONSEL	E	12/04/2012			999999		550.00
6763	BRETT A WARY	E	12/04/2012			999999		571.00
6769	DAVID SIMPSON (408)	E	12/04/2012			999999		581.00
6799	KEVIN KITTERMAN	E	12/04/2012			999999		304.00
6803	MIKE GARRETT RENTALS LLC	E	12/04/2012			999999		309.00
6868	DAVID SIMPSON (308)	E	12/04/2012			999999		445.00
6886	DELBERT BAIR	E	12/04/2012			999999		144.00
6905	JENNIFER M TRISLER	E	12/04/2012			999999		348.00
6908	BRANDON DEMO	E	12/04/2012			999999		248.00
6916	STILWELL HERITAGE & EDUCATIONA	E	12/04/2012			999999		5,223.00
6945	JAMES M KUKOVICH	E	12/04/2012			999999		491.00
6966	CHARLOTTE BURGESS	E	12/04/2012			999999		830.00
6971	PAMELA BEER	E	12/04/2012			999999		294.00
6972	TAVARRA HORN	E	12/04/2012			999999		15.00

** T O T A L S **	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8	3,769.00	0.00	3,769.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	116	98,176.91	0.00	98,176.91
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: HAP TOTALS:	124	101,945.91	0.00	101,945.91
BANK: HAP TOTALS:	124	101,945.91	0.00	101,945.91

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	11/21/2012			000000		13,362.96
0321	KP&F	D	11/21/2012			000000		34,636.14
0728	ICMA	D	11/21/2012			000000		1,486.23
1050	KPERS	D	11/21/2012			000000		28,474.81
3147	INTERNAL REVENUE SERVICE CENTE	D	11/21/2012			000000		63,900.52
6415	ING FINANCIAL ADVISORS	D	11/21/2012			000000		3,554.00
6627	AMERICAN FUNDS SERVICE COMPANY	D	11/21/2012			000000		230.77
0349	UNITED WAY OF CRAWFORD COUNTY	R	11/21/2012			169667		88.00
1503	FAMILY SUPPORT PAYMENT CENTER	R	11/21/2012			169668		209.28
2228	KANSAS PAYMENT CENTER	R	11/21/2012			169669		2,227.15
2577	OK CENTRALIZED SUPPORT REGISTR	R	11/21/2012			169670		130.97
6943	VALENTINE & ZIMMERMAN	R	11/21/2012			169671		139.90
0028	PAYROLL CLEARING	E	11/21/2012			999999		84,429.56

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	5	2,795.30	0.00	2,795.30
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	145,645.43	0.00	145,645.43
EFT:	1	84,429.56	0.00	84,429.56
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:	13	232,870.29	0.00	232,870.29
BANK: PY	TOTALS:		13	232,870.29	0.00	232,870.29
REPORT TOTALS:			309	769,013.46	34.85CR	768,978.61

Passed and approved this 11th day of December, 2012.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: December 5, 2012

SUBJECT: Agenda Item – December 11, 2012
Ordinance No. G-1173
2012 International Property Maintenance Code

The City Attorney has prepared the attached Ordinance establishing a new Article V in Chapter 18 of the Pittsburg City Code and deleting current Pittsburg City Code Section 18-131, 18-132, 18-133, 18-134, 18-161, Section 18-162, 18-163, 18-164, 18-191, 18-192, 18-193, 18-194, 18-195, and 18-196, and adopting and incorporating by reference the 2012 Edition of the International Property Maintenance Code (IPMC) prepared, compiled and promulgated as a standard of the International Code Council (ICC), except such parts or portions thereof as are modified, supplemented, or amended by new Sections 18-131, 18-132, 18-133, 18-134, 18-135, 18-136, 18-137, 18-138, 18-139 and 18-140. Process by the staff was provided in the City Commission's General Reading Packets on November 30th.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 11, 2012. Action being requested is approval of Ordinance No. G-1173 on FIRST READING.

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

Attachment: Ordinance No. G-1173

cc: Tammy Nagel, City Clerk
Memo File

(Published in The Morning Sun _____, 2012)

ORDINANCE NO. G-1173

AN ORDINANCE establishing a new Article V in Chapter 18 of the Pittsburg City Code and deleting current Pittsburg City Code Sections 18-131, 18-132, 18-133, 18-134, 18- 161, Section 18-162, 18-163, 18-164, 18-191, 18-192, 18-193, 18-194, 18-195, and 18-196, and adopting and incorporating by reference the 2012 Edition of the International Property Maintenance Code (IPMC) prepared, compiled and promulgated as a standard of the International Code Council (ICC), except such parts or portions thereof as are modified, supplemented, or amended by new Sections 18-131, 18-132, 18-133, 18-134, 18-135, 18-136, 18-137, 18-138, 18-139 and 18-140.

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

Section 1. Current Pittsburg City Code Sections 18-131, 18-132, 18-133, 18-134, 18-161, 18-162, 18-163, 18-164, 18-191, 18-192, 18-193, 18-194, 18-195 and 18-196 are hereby deleted.

Section 2. **ARTICLE V** in Chapter 18 of the Pittsburg City Code is established as the **INTERNATIONAL PROPERTY MAINTENANCE CODE.**

Section 3. Section 18-131 of the Pittsburg City Code is established as follows:

Section 18-131. International Property Maintenance Code Adopted.

The International Property Maintenance Code (IPMC), 2012 Edition, prepared, compiled and promulgated as a standard of the International Code Council (ICC) of which not less than three (3) copies are on file in the Office of the City Clerk, is hereby adopted and incorporated by reference as fully as set forth herein.

Section 4. Section 18-132 of the Pittsburg City Code is established as follows:

Section 18-132. General Definitions Amended.

Section 202 General Definitions of the 2012 Edition of the International Property Maintenance Code is hereby amended to read as follows:

[A] Code Official: The term “code official” shall in all instances mean the Building Official of Pittsburg, Kansas who is in charge with the administration and enforcement of this code.

Section 5. Section 18-133 of the Pittsburg City Code is established as follows:

Sec. 18-133 Section 102.3 Amended.

Section 102.3 of the 2012 Edition of the International Property Maintenance Code is hereby amended to read as follows:

Section [A] 102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures of the International Building Code, International Residential Code, International Fire Code, International Fuel Gas Code, Uniform Plumbing Code, International Mechanical Code and the National Electrical Code.

Section 6. Section 18-134 of the Pittsburg City Code is established as follows:

Sec. 18-134. Section 103 Amended.

Section 103 of the 2012 Edition of the International Property Maintenance Code is hereby amended to read as follows:

Section 103 **APPOINTMENT AND LIABILITY**

[A] 103.1 **Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the code official.

[A] 103.2 **Liability.** The code official or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinated shall not be liable for costs in action, suit or proceeding that is instituted in pursuance of the provisions of this code.

Section 7. Section 18-135 of the Pittsburg City Code is established as follows:

Sec. 18-135. Section 108 Amended.

Section 108 of the 2012 Edition of the International Property Maintenance Code is hereby amended to read as follows:

Section 108 UNSAFE STRUCTURES AND EQUIPMENT is hereby amended by the provision of City Code Sec. 18-64, Section 115 and shall be enforceable as part of this Ordinance.

Section 8. Section 18-136 of the Pittsburg City Code is established as follows:

Sec. 18-136. Section 302.4 Amended.

Section 302.4 of the 2012 Edition of the International Property Maintenance Code is hereby amended to read as follows:

Section 302.4 Weeds is hereby amended by the provision of City Code 50-91 through 50-127 and shall be enforceable as part of this Ordinance.

Section 9. Section 18-137 of the Pittsburg City Code is established as follows:

Sec. 18-137 Section 302.8 Amended

Section 302.8 of the 2012 Edition of the International Property Maintenance Code is hereby amended to read as follows:

Section 302.8 Motor Vehicles is hereby amended by the provision City Code 50-161 through 50-170 and shall be enforceable as part of this Ordinance.

Section 10. Section 18-138 of the Pittsburg City Code is established as follows:

Sec. 18-138. Section 304.3 Amended.

Section 304.3 of the 2012 Edition of the International Property Maintenance Code is hereby amended to read as follows:

Section 304.3 Premise Identification. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Number shall be a minimum of 3 inches (76 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm) for residential buildings and 5 inches (127 mm) in height with a minimum stroke width of 0.5 inches (12.7 mm) for non-residential buildings.

Section 11. Section 18-139 of the Pittsburg City Code established as follows:

Sec. 18-139. Section 304.14 Amended.

Section 304.14 of the 2012 Edition of the International Property Maintenance Code is hereby amended to read as follows:

Section 304.14 Insect Screens. Every door, window, and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm) and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

Section 12. Section 18-140 of the Pittsburg City Code established as follows:

Sec. 18-140. Section 602.4 Amended.

Section 602.4 of the 2012 Edition of the International Property Maintenance Code is hereby amended to read as follows:

Section 602.4 Occupiable Work Spaces. Indoor occupiable work spaces shall be supplied with heat to maintain a minimum temperature of 65 degrees F (18 degrees C) during the period the spaces are occupied.

Section 13. This Ordinance shall take effect and be in force from and after its passage and publication in the official City paper.

ADOPTED AND PASSED by the Governing Body on the ____ day of _____,

2012.

Mayor-John Ketterman

Tammy Nagel - City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: November 29, 2012

SUBJECT: Agenda Item – December 11, 2012
Recommendation of the Planning and Zoning Commission
Request for a Conditional Use to Allow a 75' Communications
Tower to be Erected at 1920 S. Olive

The Planning and Zoning Commission, in its meeting of November 26, 2012, considered a request submitted by the City of Pittsburg for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a 75' communications tower to be erected at the Wastewater Treatment Plant located at 1920 S. Olive.

Section 30-104.31 of the zoning regulations state that any "tower type" structure over 50 feet in height shall be such that it is at least an equal distance from all property lines at it is in height, EXCEPT, the Planning and Zoning Commission may approve a tower within less than the required setback provided the applicant presents a certification from a registered engineer and that the tower will fall within the property as provided on the application (Sec. 8, Ord. G-811).

The following criteria are considered when a change of zoning case is heard. Although these criteria are not required when considering a Conditional Use, it is used as a guideline when considering one.

1. Character of the neighborhood. This is a Municipal Utility.
2. Zoning and uses of nearby properties. The subject property is located on the west side of US 69 Bypass and is not zoned. The property on the east side of US 69 Bypass is zoned residential.

MEMO TO: DARON HALL
NOVEMBER 29, 2012
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3. Suitability of the subject property for the uses to which it is being considered. This property has supported the Wastewater Treatment Plant for over 50 years.
4. Length of time the subject property has remained vacant as zoned. The subject property is not vacant.
5. The extent to which removal of the restrictions will detrimentally affect the nearby property. This request will not change the existing use.
6. Relative gain to public health, safety, & welfare. The tower will provide a communication link to other utility sites.
7. Recommendation of professional staff. APPROVE.
8. Conformance to Master Plan. Not Applicable.

After reviewing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **APPROVAL** of this request. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 11, 2012. Action necessary will be for the Governing Body to consider the recommendation of the Planning and Zoning Commission and, if they are in agreement with the recommendation as provided, approve the request. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a simple majority, may deny the request or send it back to the Planning and Zoning Commission for further consideration.

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

Attachment: Site Maps

cc: Tammy Nagel, City Clerk
Planning and Zoning Commission File
Memo File





Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: December 5, 2012

SUBJECT: Agenda Item – December 11, 2012
DISPOSITION OF BIDS
Taylor Branch Sanitary Sewer Replacement
KWPCRF Project No. C20 1656 01

Bids were received on Tuesday, December 4, 2012, for the Taylor Branch Sanitary Sewer Replacement Project. This project includes the construction of 371 lineal feet of 18" sanitary sewer line, two manholes, 80 lineal feet of 30" and related work.

Six bids were received (see attached bid tabulation). After reviewing the bids received, City staff is recommending that the bid be awarded to Bennett, Inc., of Lamar, Missouri, based on their low bid of \$74,728.00. The Estimate of Probable Cost for this project was \$85,710.00. According to the review of the bids by PEC, they indicated that they have not worked with this contractor but in checking their references believe they will do satisfactory work. This project will be funded through a Kansas Water Pollution Control Revolving Loan Fund administered by KDHE for a maximum amount of \$4.0 million. There is currently approximately \$1.2 million remaining in this loan to finance the cost of the improvements to the City's wastewater collection system.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 11, 2012. Action necessary will be approval or disapproval of staff's recommendation and, if approved, authorize the Mayor to sign the contract documents once prepared. Approval of the bid award will be subject to approval of the bid by KDHE and subject to the City securing the necessary permits.

MEMO TO: DARON HALL
DECEMBER 5, 2012
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If you have any questions concerning this matter, please do not hesitate to contact me.

Attachment: PEC Recommendation Memo and Bid Tabulation

cc: Tammy Nagel, City Clerk
Bruce D. Remsberg, P.E., PEC
Project File
Memo File

MEMO



TO: City of Pittsburg
201 W. 4th
Pittsburg, KS 66762
ATTENTION: Mr. John Bailey, P.E., PhD.
FROM: Bruce D. Remsberg, P.E.
REFERENCE: Bid Award Recommendation

DATE: 12/5/12
PROJECT NO.: 334-07E03-031-0830
PROJECT: Taylor Branch Sanitary Sewer Replacement
KWPCRF Proj No. C20 1656 01
COPIES TO: _____

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

John,

Bids for the above referenced project were received yesterday, December 4, 2012. Six bids were received, one of them, from T.C. Underground, Inc. Construction was not responsive due to the submission of incomplete forms. A copy of the Bid Tabulation is attached.

Bennett, Inc. of Lamar, Missouri was the low bidder.

This office of PEC has not worked with this contractor. We have discussed this company with those familiar with them and we believe they will do satisfactory work.

We therefore recommend that the Contract be awarded to Bennett, Inc. for a total of \$74,728.00. This award must be subject to approval by KDHE and subject to the City securing a Corps of Engineers permit. This along with the DWR permit has been applied for. We have received the DWR permit, but the Corps permit is still pending.

Please let me know of any questions.

SUMMARY - BID TABULATION
TAYLOR BRANCH SANITARY SEWER REPLACEMENT
CITY OF PITTSBURG, KS

December 4, 2012 - 2:00 PM
 PEC Project No. 334-07E03-031-0830

Bidder	Total- Base Bid	Acknowledge Addendum #1	Bid Bond	EPA Appendix F-4	EPA Appendix C-1	EPA Appendix G-2	EPA Appendix E-4	EPA Appendix D-2
ENGINEERS ESTIMATE	\$ 85,710.00							
BENNETT, INC. 103 NE 15TH LANE, LAMAR, MO 64759	\$ 74,728.00	X	X	X	X	X	X	X
NOWAK CONSTRUCTION 200 S. GODDARD, GODDARD, KS 67052	\$ 81,998.00	X	X	X	X	X	X	X
SOUTHARD CONSTRUCTION CO. OF JOPLIN, INC. 5371 COUNTY ROAD 200, JOPLIN, MO 64801	\$ 87,702.00							
TRI-STAR UTILITIES 2109 W. MAPLE, PO BOX 1012, INDEPENDENCE, KS 67301	\$ 91,700.00	X	X	X	X	X	X	X
HECK & WICKER, INC. 1900 SOUTHERN BLVD., PARSONS, KS 67357	\$ 116,112.00	X	X	X	X	X	X	X
T.C. UNDERGROUND, INC. 1908 W. LAUREL ST., PO BOX 261, INDEPENDENCE, KS 67301	\$ 130,740.00	X	X					
SPROUL'S CONSTRUCTION 394 WEST DD HWY, LAMAR, MO 64759	No Bid							
JIM RADELL CONSTRUCTION 1200 W. 4TH ST., PITTSBURG, KS 66762	No Bid							
MIES CONSTRUCTION, INC. 1919 S.W. BLVD.; WICHITA, KS 67213	No Bid							

BID TABULATION-PITTSBURG, KANSAS
 TAYLOR BRANCH SANITARY SEWER REPLACEMENT
 KWPCRE PROJECT NO. C20 1656 01
 PEC PROJECT NO. 334-07E03-031-0830
 Bid Opening: December 4, 2012; 2:00 p.m.

ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	ENGINEER'S ESTIMATE		Bennett, Inc. 103 NE 15th Lane Lamar, MO 64759	Nowak Construction Co., Inc. PO Box 218; 200 S Goddard Rd Goddard, KS 67052	Southard Construction Co. 5371 County Rd. 200 Joplin, MO 64801
				UNIT COST	EXTENSION			
1	Mobilization	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 15,600.00	\$ 18,000.00
2	Traffic Control	L.S.	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 504.00	\$ 2,000.00
3	Erosion Control	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 1,010.00	\$ 800.00
4	Clearing and Grubbing	L.S.	1	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 504.00	\$ 2,000.00
5	Site Restoration	L.S.	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,020.00	\$ 80.00
6	18" Sewer Pipe	L.F.	291	\$ 50.00	\$ 14,550.00	\$ 68.00	\$ 19,788.00	\$ 42.00
8	18" Sewer Pipe (In 30" Casing Pipe)	L.F.	80	\$ 52.00	\$ 4,160.00	\$ 68.00	\$ 5,440.00	\$ 42.00
8	30" Casing Pipe	L.F.	80	\$ 350.00	\$ 28,000.00	\$ 250.00	\$ 20,000.00	\$ 428.00
9	Standard Manhole (Type A)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
10	Standard Manhole (Type B)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 4,100.00	\$ 4,000.00
11	4" Sanitary Sewer Service Line	L.S.	1	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,300.00	\$ 4,000.00
12	Abandon Existing Sewers and Manhole	L.S.	1	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 1,060.00	\$ 3,000.00
	Total			\$	\$ 85,710.00	\$	\$ 74,728.00	\$ 81,998.00

BID TABULATION-PITTSBURG, KANSAS
 TAYLOR BRANCH SANITARY SEWER REPLACEMENT
 KWPCRE PROJECT NO. C20 1656 01
 PEC PROJECT NO. 334-07E03-031-0830
 Bid Opening: December 4, 2012; 2:00 p.m.

ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	ENGINEER'S ESTIMATE		Tri-Star Utilities, Inc. PO Box 1012 Independence, KS 67301	Heck & Wicker, Inc. 1900 Southern Boulevard Parsons, KS 67357	T.C. Underground, Inc. 1908 W. Laurel St Independence, KS 67301
				UNIT COST	EXTENSION			
1	Mobilization	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 6,800.00	\$ 8,000.00
2	Traffic Control	L.S.	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 1,400.00	\$ 500.00
3	Erosion Control	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,800.00	\$ 1,500.00
4	Clearing and Grubbing	L.S.	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,400.00	\$ 500.00
5	Site Restoration	L.S.	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,600.00	\$ 2,500.00
6	18" Sewer Pipe	L.F.	291	\$ 50.00	\$ 14,550.00	\$ 100.00	\$ 29,100.00	\$ 140.00
8	18" Sewer Pipe (In 30" Casing Pipe)	L.F.	80	\$ 52.00	\$ 4,160.00	\$ 70.00	\$ 5,600.00	\$ 25.00
8	30" Casing Pipe	L.F.	80	\$ 350.00	\$ 28,000.00	\$ 300.00	\$ 24,000.00	\$ 700.00
9	Standard Manhole (Type A)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 5,400.00	\$ 5,750.00
10	Standard Manhole (Type B)	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 3,600.00	\$ 4,750.00
11	4" Sanitary Sewer Service Line	L.S.	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 4,100.00	\$ 4,700.00
12	Abandon Existing Sewers and Manhole	L.S.	1	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,800.00	\$ 3,800.00
	Total			\$	\$ 85,710.00	\$	\$ 91,700.00	\$ 130,740.00

INTEROFFICE MEMORANDUM

To: DARON HALL, TAMMY NAGEL
From: DEENA HALLACY
CC: JAMIE CLARKSON
Date: NOVEMBER 28, 2012
Subject: *AGENDA ITEM: CITIZENS ADVISORY BOARD MEMBER APPT.*

There are two Citizen's Advisory Board members who have either already resigned or their term will expire at the end of December. Both are in their first term and are unable to commit to a second term. We have identified several members of the community below interested in the open positions.

Dr. Jamie McDaniel: Assistant Professor of English and Director of Technical/Professional Writing at PSU. Editor of The CEA Forum, an online, peer reviewed academic journal devoted to the study of teaching in the English discipline. Jamie grew up in Heflin, Alabama, a town of about 3,000 people. In 2001, he received his BA in English from Samford University in Birmingham, Alabama and move to Cleveland, Ohio to attend Case Western Reserve University. He received his MA in English in 2004 and a PhD in 2010. In August 2010, Jamie moved to Pittsburg to begin his current position. He teaches courses on technical/professional writing, document design, grant writing, contemporary British literature, and film. Other community service activities, include Americorps, served on the board of a Cleveland non-profit, and collaborates with SEKCAP to create service learning opportunities for his students.

Cheryl Mayo: Cheryl has been a resident of Pittsburg since 1996 when her husband came to be a Staff Chaplain at Mt. Carmel Regional Medical Center. She has been working on a master's degree in counseling and is a product of PSU's Graduate program. She is employed as a counselor in Joplin, MO at College Skyline Center. She has graduated from Leadership Crawford County and the Citizen's Police Academy. She presently works part-time for the First United Methodist Church in Pittsburg and is an active member of the Presbyterian Church of Pittsburg. She is a founding member of the SEK Chapter of the National Organization for Women. Lives with her husband and pets. Currently active in the community with many low income families.

Susan Hale: Susan has been an employee of Crawford County since 2007. She has worked at the Restorative Justice Authority and now works at the Crawford County Mental Health Adult Services as a case manager. She has lived in Illinois and worked at Matag Corp. for 22 years before moving to Kansas

due to a new employment opportunity. Graduated from Western Illinois University with a BS in Law Enforcement and Justice Administration. Married with two grown daughters and 5 grandsons. Dwayne is the Director of the Harley Davidson Training Center at FSCC.

Krista Smith: Krista moved to Pittsburg in 2004 after meeting her husband. They have three girls under the age of 6. Currently, Krista works at Community Health Center of SEK. She is an RN and working as the director of grant funded program targeting at risk pregnant moms and families. She is active in the community. She and her husband own rental property and Smith's Cycle Center. She is interested in becoming more involved with the city and has a great interest in the community and what happens in it. Even though she is busy with family, she is interested in serving on the CAB .

Please appoint two members to the Citizen's Advisory Board on Neighborhood Revitalization for the term from January 1, 2013 through December 31st, 2015.