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PLAT - LINCOLN SQUARE - The Planning and Zoning Commission, in its meeting of January 28th, 2013, voted unanimously to recommend to the Governing Body approval of the preliminary plat and final plat of Lincoln Square (Replat of Lots 49 thru 54 and Lots 73 thru 78 of the Kansas and Texas Coal Co.'s 2nd Addition) located south and east of the 17th and Locust intersection.

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CONDITIONAL USE REQUEST - The Planning and Zoning Commission, in its meeting of January 28th, 2013, voted unanimously to recommend to the Governing Body approval of a request submitted by Mark Lehman on behalf of Family Life Assembly of God Church for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a church related accessory parking lot to be located at the northeast corner of the intersection of 13th and Rouse.

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RESOLUTION OF SUPPORT - The Colonial Fox Foundation has requested a Resolution of Support from The City of Pittsburg for their KDOT Reimbursement Grant Application.

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ORDINANCE NO. G-1173 - City staff is requesting Governing Body approval of Ordinance No. G-1173, an Ordinance establishing a new Article V in Chapter 18 of the Pittsburg City Code and repealing 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, 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 Pittsburg City Code Sections 18-131, 18-132, 18-133, 18-134, 18-135, 18-136, 18-137, 18-138, 18-139, 18-140, 18-141, 18-142, 18-143, 18-144, and 18-145.

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ORDINANCE NO. G-1178 - Approval of Ordinance No. G-1178, amending Section 70-91 of the Pittsburg City Code making the failure to contract for collection and removal of solid waste unlawful; authorizing the administrative authority to develop rules and regulations for enforcement; and providing a penalty for failure to comply.

Ordinance No. G-1178 94

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, February 12, 2013
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Jim Sukraw of the First Church of the Nazarene
- b. Flag Salute Led by the Mayor
- c. Proclamation – Atkinson Industries, Inc. Day
- d. Public Input
 - a. Steve Robb will provide an update on the upcoming SEK Art Fest

CONSENT AGENDA:

- a. Approval of the January 22, 2013, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1176, amending Sections 2-72, 2-94 (c), 2-191 (c), 18-354 (a), 18-534 (1), 18-535, 18-536, 18-538 and 22-35 (c) and (d) and 74-10 (b) of the Pittsburg City Code in order to change the references therein from the Director of Finance and Administration to the Director of Finance and to delete the Director of Economic Development as a department head. **Second Reading - ROLL CALL VOTE.**
- c. Approval of Ordinance No. G-1177, amending Sections 2-273, 10-73, 42-31, 42-33, 42-39, 42-40, 42-203 (b) and (c), 42-275, 70-122, 70-124, 70-126, 70-127 (3) and (4), 74-126, 82-32 (a) and (b), 82-33, 82-51, 82-52, 82-53, 82-54, 82-56, 82-57, 82-82, 82-83, 82-84 (a) and (b), 82-116, 82-117, 82-119, 82-283, 82-284, 82-285, 82-286, 82-290 and 82-291 (c) of the Pittsburg City Code in order to change the references therein from the Department of Finance and Administration to the Department of Finance. **Second Reading - ROLL CALL VOTE.**
- d. Approval of Resolution No. 1132 approving the sale of a certain project financed with the proceeds of Revenue Bonds of the City; authorizing the execution and delivery of (1) a Special Warranty Deed, (2) a Bill of Sale, (3) a Termination and /Release of Lease, and (4) a Satisfaction, discharge and release of indenture, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- e. Approval of a request submitted by Graig Moore to renew the Dance Hall License for Mooreman's, Inc., 1608 S. Broadway, and if approved, authorize the City Clerk to issue the license.
- f. Approval of a request submitted by Jamie Sponsel to renew the Dance Hall License for Faces Bar, 202 N. Locust, and if approved, authorize the City Clerk to issue the license.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, February 12, 2013
5:30 PM

- g. Approval of staff recommendation to award the bid for the maintenance contract on five hydraulic passenger elevators, one hydraulic freight elevator and one stage lift for a three year period to KONE, Inc. based on their low bid meeting specifications in the amount of \$11,016 per year and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.
- h. Approval of the installation of two 70-watt high pressure sodium street light fixtures at approximately 906 E. Madison and at #11 Quincy Court at a cost of \$6.13 monthly (\$73.56 annually) for each street light fixture and, if approved, authorize the Mayor to sign the modification orders and submit them to Westar Energy.
- i. Approval of the Deed for Highway Purposes for the Quincy Street Improvements Project for the City-owned property located at 213 E. Quincy and, if approved, authorize the Mayor to sign the Deed on behalf of the City of Pittsburg.
- j. Approval of Change Order No. 1 reflecting an increase of \$3,112.47 making a new contract construction amount of \$818,112.47 and final payment in the amount of \$4,112.47 to LaForge and Budd Construction Co., Inc., of Parsons, Kansas, for the Southeast Lift Station Improvements Project, KWPCRF Project No. C20 1818 01A.
- k. Approval of the Appropriation Ordinance for the period ending February 12, 2013, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

CONSIDER THE FOLLOWING:

- a. PLAT - LINCOLN SQUARE - The Planning and Zoning Commission, in its meeting of January 28th, 2013, voted unanimously to recommend to the Governing Body approval of the preliminary plat and final plat of Lincoln Square (Replat of Lots 49 thru 54 and Lots 73 thru 78 of the Kansas and Texas Coal Co.'s 2nd Addition) located south and east of the 17th and Locust intersection. **Approve or disapprove plat and, if approved, authorize the Mayor and City Clerk to sign the plat on behalf of the City of Pittsburg.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, February 12, 2013
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- b. CONDITIONAL USE REQUEST - The Planning and Zoning Commission, in its meeting of January 28th, 2013, voted unanimously to recommend to the Governing Body approval of a request submitted by Mark Lehman on behalf of Family Life Assembly of God Church for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a church related accessory parking lot to be located at the northeast corner of the intersection of 13th and Rouse. **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. RESOLUTION OF SUPPORT - The Colonial Fox Foundation has requested a Resolution of Support from The City of Pittsburg for their KDOT Reimbursement Grant Application. **Approve or disapprove the Resolution of Support and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
- d. ORDINANCE NO. G-1173 - City staff is requesting Governing Body approval of Ordinance No. G-1173, an Ordinance establishing a new Article V in Chapter 18 of the Pittsburg City Code and repealing 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, 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 Pittsburg City Code Sections 18-131, 18-132, 18-133, 18-134, 18-135, 18-136, 18-137, 18-138, 18-139, 18-140, 18-141, 18-142, 18-143, 18-144, and 18-145. **FIRST Reading, if the Governing Body concurs.**
- e. ORDINANCE NO. G-1178 - Approval of Ordinance No. G-1178, amending Section 70-91 of the Pittsburg City Code making the failure to contract for collection and removal of solid waste unlawful; authorizing the administrative authority to develop rules and regulations for enforcement; and providing a penalty for failure to comply. **First Reading, if the Governing Body concurs.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 22nd, 2013

A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, January 22nd, 2013, 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.

K.O. Noonoo of the Pittsburg Presbyterian Church provided the invocation.

Mayor Ketterman led the flag salute.

APPROVAL OF MINUTES – JANUARY 8th, 2013 - On motion of Beezley, seconded by Draper, the Governing Body approved the January 8th, 2013, City Commission Meeting minutes as submitted. Motion carried.

ORDINANCE NO. G-1174 – On motion of Beezley, seconded by Draper, the Governing Body approved Ordinance No. G-1174 repealing Section 26-79 of the Pittsburg City Code regarding the secretary of the Economic Development Revolving Loan Fund (Sales Tax) Advisory Committee, on second reading with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman and O'Bryan. Motion carried.

ORDINANCE NO. G-1175 – On motion of Beezley, seconded by Draper, the Governing Body approved Ordinance No. G-1175, amending Section 2-131 of the Pittsburg City Code to delete the Department of Economic Development and add the Department of Innovation and Technology as departments for the administration of the affairs of the City, on second reading with the following roll call vote: Yea: Beezley, Draper, Gray, Ketterman and O'Bryan. Motion carried.

ORDINANCE NO. G-1176 – On motion of Beezley, seconded by Draper, the Governing Body approved Ordinance No. G-1176, amending Sections 2-72, 2-94 (c), 2-191 (c), 18-354 (a), 18-534 (1), 18-535, 18-536, 18-538 and 22-35 (c) and (d) and 74-10 (b) of the Pittsburg City Code in order to change the references therein from the Director of Finance and Administration to the Director of Finance and to delete the Director of Economic Development as a department head, on first reading. Motion carried.

ORDINANCE ON. G-1177 – On motion of Beezley, seconded by Draper, the Governing Body approved Ordinance No. G-1177, amending Sections 2-273, 10-73, 42-31, 42-33, 42-39, 42-40, 42-203 (b) and (c), 42-275, 70-122, 70-124, 70-126, 70-127 (3) and (4), 74-126, 82-32 (a) and (b), 82-33, 82-51, 82-52, 82-53, 82-54, 82-56, 82-57, 82-82, 82-83, 82-84 (a) and (b), 82-116, 82-117, 82-119, 82-283, 82-284, 82-285, 82-286, 82-290 and 82-291 (c) of the Pittsburg City Code in order to change the references therein from the Department of Finance and Administration to the Department of Finance, on first reading. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 22nd, 2013

CHANGE ORDER NO. 2 AND FINAL PAYMENT – SANITARY SEWER MANHOLE REHABILITATION 2011 PROJECT – On motion of Beezley, seconded by Draper, the Governing Body approved Change Order No. 2 reflecting an increase of \$1,358.80, making a new contract construction amount of \$530,608.70, and final payment in the amount of \$41,997.19 to Corgill Construction, Inc., of Greenwood, Arkansas, for the Sanitary Sewer Manhole Rehabilitation 2011 Project. Motion carried.

CEREAL MALT BEVERAGE LICENSE – On motion of Beezley, seconded by Draper, the Governing Body approved the application submitted by Pittsburg Shell, 1117 West 4th Street, to sell cereal malt beverages for the year 2013 and directed the City Clerk to issue the license. Motion carried.

APPROPRIATION ORDINANCE – On motion of Beezley, seconded by Draper, the Governing Body approved the Appropriation Ordinance for the period ending January 22nd, 2013, 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.

SURPLUS PROPERTY DECLARATION – On motion of O'Bryan, seconded by Gray, the Governing Body approved staff request to declare used Police Department vehicles, which have been removed from daily service, as surplus property and authorized staff to dispose of the vehicles. Motion carried.

SPECIAL PRESENTATION - SOLID WASTE TASK FORCE - City Manager Daron Hall provided information prepared by Solid Waste Task Force Co-Chair Monica Murnan regarding the recommendation of the Solid Waste Task Force concerning solid waste collection service within the boundaries of the City of Pittsburg. The recommendation includes a non-exclusive free market system, much like the system currently in place. City Attorney Henry Menghini described the ordinance changes that will be made as a result of the Solid Waste Task Force recommendation. Ordinance changes include the deletion of the provision that allows citizens to dispose of their own solid waste every seven days. Mr. Menghini explained that a provision will be added to the existing solid waste Ordinance to allow the City to set regulations to ensure citizens are complying with the Ordinance. Commissioner Grey thanked the Solid Waste Task Force members for their commitment to the process. He added that the recommendations from the Solid Waste Task Force are positive. Commissioner Beezley thanked the Solid Waste Task Force members for the civility in which the meetings were conducted. Mayor Ketterman thanked the Solid Waste Task Force members and commented on the positive relationship that has been formed between the City and the solid waste haulers.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 22nd, 2013

LEASE AGREEMENT – PITTSBURG STATE UNIVERSITY – On motion of Beezley, seconded by O'Bryan, the Governing Body authorized staff to enter into a Lease Agreement with Pittsburg State University for the Indoor Event Facility to be constructed at 1701 South Homer, and authorized the Mayor to sign the lease on behalf of the City. Motion carried.

Commissioner O'Bryan stated that this opportunity to collaborate with PSU is something that Pittsburg should be proud of, and that with give and take, we move ourselves forward. Commissioner Draper thanked Shawn Naccarato of Pittsburg State University for providing information regarding the proposed partnership to City Commissioners. Mayor Ketterman reiterated that the proposed partnership will be good for the Pittsburg community.

FORGIVABLE LOAN CDL ELECTRIC COMPANY, INC. – On motion of Beezley, seconded by O'Bryan, the Governing Body approved a forgivable loan in the amount of \$150,000 to CDL Electric Company, Inc., to help close the financing gap for the purchase of a new, larger facility to accommodate their continued growth and diversification of services, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

Commissioner Beezley noted that METSO Minerals will remediate the environmental issues located on the property.

PARKS AND RECREATION EQUIPMENT LEASE – On motion of O'Bryan, seconded by Draper, the Governing Body authorized staff to enter into a five year lease with a dollar buyout option and five year warranty with VanWall Equipment of Olathe, Kansas, in the amount of \$50,817.23 per year for one new trim mower (52"-60"); one new trim mower (48"-52"); one new area wide mower; one new bank mower; one new tees & collars mower; two new greens mowers; two new rotary mowers; one new fairway mower; one new bunker rake mower; and one new field rake mower, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

RESOLUTION OF SUPPORT – On motion of Beezley, seconded by Gray, the Governing Body authorized staff to submit an application to the Kansas Department of Transportation for use of Transportation Enhancement Funds for the East/West Connector Trail Project in Pittsburg, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE APPOINTMENT – On motion of Draper, seconded by Beezley, the Governing Body appointed Jim Hoskins to fill an unexpired term as a member of the Economic Development Advisory Committee (EDAC) effective immediately and to expire on December 31, 2013. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 22nd, 2013

NON-AGENDA REPORTS AND REQUESTS:

Commissioner O'Bryan stated that several of his constituents received letters in the mail from Home Serve regarding insurance on residential water lines. Commissioner O'Bryan stated that the City is not associated with Home Serve.

Commissioner Beezley reminded citizens to pick up their trash and to keep their properties clean.

Commissioner Gray thanked the audience for attending the meeting.

ADJOURNMENT: On motion of O'Bryan, seconded by Draper, the Governing Body adjourned the meeting at 6:26 p.m. Motion carried.

John Ketterman, Mayor

ATTEST:

Tammy Nagel, City Clerk

RESOLUTION NO. 1132

OF THE

CITY OF PITTSBURG, KANSAS

RELATING TO:

\$1,500,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 1999
(MT. CARMEL MEDICAL CENTER, INC.)

RESOLUTION NO. 1132

A RESOLUTION OF THE CITY OF PITTSBURG, KANSAS, APPROVING THE SALE OF A CERTAIN PROJECT FINANCED WITH THE PROCEEDS OF REVENUE BONDS OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF (1) A SPECIAL WARRANTY DEED, (2) A BILL OF SALE, (3) A TERMINATION AND RELEASE OF LEASE, AND (4) A SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE.

WHEREAS, the City of Pittsburg, Kansas is a municipal corporation and city of the first class organized under the laws of the State of Kansas (the "Issuer"); and

WHEREAS, the Issuer is authorized pursuant to K.S.A. 12-1740 *et seq.* to issue its revenue bonds for the purpose of paying all or any portion of the cost of purchasing, acquiring, constructing and equipping facilities for commercial purposes and to enter into leases with any person, firm or corporation for such facilities; and

WHEREAS, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series 1999 (Mt. Carmel Medical Center, Inc.) (the "Bonds") in the aggregate principal amount of \$1,500,000, of which none remains Outstanding, for the purpose of acquiring, constructing and equipping a medical office building located in the City of Pittsburg, Kansas (the "Project"); and

WHEREAS, the Project is leased by the Issuer to Via Christi Hospital Pittsburg, Inc., formerly known as Mt. Carmel Medical Center, Inc., a Kansas not-for-profit corporation (the "Tenant") pursuant to a certain Lease Agreement, dated as of June 15, 1999 (the "Lease"); and

WHEREAS, the Bonds are payable from the Trust Estate created pursuant to a certain Trust Indenture, dated as of June 15, 1999 (the "Indenture"), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as successor trustee to INTRUST Bank, N.A. (the "Trustee"), which Trust Estate includes a pledge of the Project and revenue received from the fees charged and Basic Rent received pursuant to the Lease; and

WHEREAS, the payment of the principal of and interest on the Bonds is guaranteed by the Tenant, pursuant to the terms of certain Guaranty Agreement, dated as of June 15, 1999; and

WHEREAS, Section 15.1 of the Lease provides for the purchase of the Project by the Tenant upon the proper exercise of the Tenant's option to purchase and the payment (pursuant to Section 15.2) to the Trustee of the full amount necessary and incidental to the retirement and defeasance of the Bonds, plus the payment to the City of \$100; and

WHEREAS, the Tenant has provided notice of its election to purchase the Project on or about March 1, 2013 (the "Closing Date"); and

WHEREAS, the Issuer finds it necessary to authorize the execution and delivery of (1) a Special Warranty Deed, (2) Bill of Sale, (3) Termination and Release of Lease, and (4) Satisfaction,

Release and Discharge of Indenture in connection with the exercise by the Tenant of its option to purchase the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, AS FOLLOWS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Lease and Indenture.

Section 2. Sale of the Project. The Issuer is hereby authorized to convey the Project to the Tenant upon receipt by the Issuer of the \$100 to which it is entitled pursuant to Section 15.2 of the Lease and waives any notice requirement under the Lease.

Section 3. Authorization of Special Warranty Deed. The Issuer is hereby authorized to execute and deliver its Special Warranty Deed for the real property portions of the Project to the Tenant, upon satisfaction of the conditions contained in the Lease and set forth in Section 2 hereof, and in substantially the same form as the deed before the governing body on this date.

Section 4. Authorization of Bill of Sale. The Issuer is hereby authorized to execute and deliver its Bill of Sale for the personal property portions of the Project to the Tenant, upon satisfaction of the conditions contained in the Lease and set forth in Section 2 hereof, and in substantially the same form as the Bill of Sale before the governing body on this date.

Section 5. Authorization of Termination and Release of Lease. The Issuer is hereby authorized to execute and deliver a Termination and Release of Lease (the "Lease Termination") by and between the Tenant, the Issuer and the Trustee, upon satisfaction of the conditions contained in the Lease and set forth in Section 2 hereof, and in substantially the same form as the Lease Termination before the governing body on this date.

Section 6. Authorization of Satisfaction, Release and Discharge of Indenture. The Issuer is hereby authorized to execute and deliver a Satisfaction, Release and Discharge of Indenture (the "Indenture Release") by and between the Issuer and the Trustee, upon satisfaction of the conditions contained in the Lease and set forth in Section 2 hereof, and in substantially the same form as the Indenture Release before the governing body on this date.

Section 7. Execution of Documents. The Mayor of the Issuer is hereby authorized and directed to execute the Special Warranty Deed, Bill of Sale, Lease Termination and Indenture Release for and on behalf of and as the act and deed of the Issuer in substantially the forms as they are presented today with such minor corrections or amendments thereto as the Mayor of the governing body of the Issuer shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution, including specifically any applicable UCC-2 Termination Statements. The City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Special Warranty Deed, Bill of Sale, Lease Termination and Indenture Release, on behalf of the Issuer and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 8. Delivery of Documents. The Special Warranty Deed, Bill of Sale, Lease Termination and Indenture Release shall be delivered by the Mayor, City Clerk or other appropriate staff member of the Issuer concurrently upon the satisfaction of the requirements set forth in the Lease and in Section 2 of this Resolution.

Section 9. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the Issuer with respect to the Special Warranty Deed, Bill of Sale, Lease Termination and Indenture Release, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 10. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by the governing body of the City of Pittsburg, Kansas this 12th day of February, 2013.

CITY OF PITTSBURG, KANSAS

[seal]

By _____
John Ketterman, Mayor

ATTEST:

By _____
Tammy Nagel, City Clerk

This Deed is exempt from filing a Real Estate Sales Validation Questionnaire pursuant to Exception No. 2 of K.S.A. 79-1437(e) and is made for the purpose of releasing an ownership interest in property which provided security for a debt or other obligation.

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of this 1st day of March, 2013, by the City of Pittsburg, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Crawford County, Kansas (the "Grantor") in favor of Via Christi Hospital Pittsburg, Inc. formerly known as Mt. Carmel Medical Center, Inc., a Kansas not-for-profit corporation (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the real property situated in Crawford County, Kansas, specifically described on Schedule I attached hereto and incorporated hereby.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; and (vi) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC
Attn: J. T. Klaus
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100

SCHEDULE I

The following described real estate located in Crawford County, Kansas, to wit:

A portion of Government Lot 4 of the Northwest Quarter of Section Four (4), Township Thirty-one (31) South, Range Twenty-Five (25) East of the Sixth Principal Meridian, Crawford County, Kansas, bounded and described as follows: Beginning at the Southwest corner of said Government Lot 4; thence North along the West line of said Government Lot 4, a distance of 291 feet; thence East and parallel with the South line of said Government Lot 4, a distance of 500 feet; thence South and parallel with said West line a distance of 291 feet to said South line; thence West along said South line a distance of 500 feet to the point of beginning.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, City of Pittsburg, Kansas, a municipal corporation (the "Grantor"), does grant, sell, transfer and deliver unto Via Christi Hospital Pittsburg, Inc., formerly known as Mt. Carmel Medical Center, Inc., a Kansas not-for-profit corporation (the "Grantee"), all of its interest in the following goods and chattels, viz:

All buildings, improvements, machinery, furnishings, fixtures and equipment and other personal property purchased with the proceeds of the City of Pittsburg, Kansas, Taxable Industrial Revenue Bonds, Series 1999 (Mt. Carmel Medical Center, Inc.) (the "Bonds") and constituting the "Improvements" pursuant to the terms of a certain Lease Agreement, dated as of June 15, 1999, by and between the Grantor and Grantee (collectively, the "Lease").

To have and to hold, all and singular, the said goods and chattels forever. And the said Grantor hereby covenants with the said Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor, (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; and (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore leased such property; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Pittsburg, Kansas for delivery as of the 1st day of March, 2013.

CITY OF PITTSBURG, KANSAS

[seal]

By _____
John Ketterman, Mayor

ATTEST:

By _____
Tammy Nagel, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF CRAWFORD)

BE IT REMEMBERED that on this ____ of February, 2013, before me, a notary public in and for said County and State, came John Ketterman and Tammy Nagel, Mayor and City Clerk, respectively, of the City of Pittsburg, Kansas, a municipal corporation of the State of Kansas (the "City"), who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

TERMINATION AND RELEASE OF LEASE

THIS TERMINATION AND RELEASE OF LEASE dated the 1st day of March, 2013, by and between the City of Pittsburg, Kansas, a municipal corporation (hereinafter the "Issuer"), Via Christi Hospital Pittsburg, Inc., formerly known as Mt. Carmel Medical Center, Inc., a Kansas not-for-profit corporation (the "Tenant"); and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, a national banking association duly organized and existing under the laws of the United States, as successor trustee to INTRUST Bank, N.A. (hereinafter the "Trustee").

WITNESSETH:

WHEREAS, the Issuer heretofore leased to the Tenant certain real property, together with improvements located thereon, pursuant to a Lease Agreement, dated as of June 15, 1999 (the "Lease"), notice of which Lease was duly recorded with the Register of Deeds of Crawford County on July 2, 1999 on Book 303, beginning on Page 476; and;

WHEREAS, said Lease was assigned by the Issuer to the Trustee; and

WHEREAS, the property interests covered by the Lease consists of the property more specifically described in Schedule I attached hereto and incorporated hereby; and

WHEREAS, the Issuer previously had Outstanding its Taxable Industrial Revenue Bonds, Series 1999 (Mt. Carmel Medical Center, Inc.) (the "Bonds"); and

WHEREAS, all of the Bonds have been paid in full at maturity pursuant to their terms; and

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the above-described Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Lease is hereby terminated and released.

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC
Attn: J. T. Klaus
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Pittsburg, Kansas for delivery as of the 1st day of March, 2013.

CITY OF PITTSBURG, KANSAS

[seal]

By _____
John Ketterman, Mayor

ATTEST:

By _____
Tammy Nagel, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF CRAWFORD) ss:

BE IT REMEMBERED that on this ____ day of February, 2013, before me, a notary public in and for said County and State, came John Ketterman and Tammy Nagel, Mayor and City Clerk, respectively, of the City of Pittsburg, Kansas, a municipal corporation of the State of Kansas (the “City”), who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

VIA CHRISTI HOSPITAL PITTSBURG, INC.

By _____
Randy Cason, President and CEO

“TENANT”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF CRAWFORD) ss:

BE IT REMEMBERED, that on this ____ day of February, 2013, before me, a Notary Public, in and for the County and State aforesaid, came Randy Cason, President and CEO of Via Christi Hospital Pittsburg, Inc., on behalf of said corporation and acknowledged to me that such person executed the same for the purposes therein expressed, acting for and on behalf of said corporation as Authorized Tenant Representative.

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

Notary Public

My Appointment Expires:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., St. Louis, Missouri

By _____
Name (Printed) _____
Title _____

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF MISSOURI)
)
CITY OF ST. LOUIS) ss:

BE IT REMEMBERED, that on this ____ day of _____, 2013, before me, a notary public in and for said city and state, came _____, _____ of The Bank of New York Trust Company, N.A., St. Louis, Missouri, a national banking association duly organized, incorporated and existing under and by virtue of the laws of the United States (the “Bank”), who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

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

Notary Public

My Appointment Expires:

SCHEDULE I

SCHEDULE I TO THE TRUST INDENTURE OF THE CITY OF PITTSBURG, KANSAS, AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., ST. LOUIS, MISSOURI, AS SUCCESSOR TRUSTEE, DATED AS OF JUNE 15, 1999, AND TO THE LEASE AGREEMENT, DATED AS OF JUNE 15, 1999, BY AND BETWEEN SAID CITY AND VIA CHRISTI HOSPITAL PITTSBURG, INC. FORMERLY KNOWN AS MT. CARMEL MEDICAL CENTER, INC..

PROPERTY SUBJECT TO LEASE

(A) THE LAND

The following described real estate located in Crawford County, Kansas, to wit:

A portion of Government Lot 4 of the Northwest Quarter of Section Four (4), Township Thirty-one (31) South, Range Twenty-Five (25) East of the Sixth Principal Meridian, Crawford County, Kansas, bounded and described as follows: Beginning at the Southwest corner of said Government Lot 4; thence North along the West line of said Government Lot 4, a distance of 291 feet; thence East and parallel with the South line of said Government Lot 4, a distance of 500 feet; thence South and parallel with said West line a distance of 291 feet to said South line; thence West along said South line a distance of 500 feet to the point of beginning.

(B) THE IMPROVEMENTS

All buildings, improvements, machinery, equipment and furnishings acquired in whole or in part with the proceeds of any Bonds constituting the "Improvements" as referred to in said Lease and said Indenture, and more specifically described as follows:

The Project consists of a medical office building to be located on an approximately 1.8 acre lot adjacent to the Hospital's existing campus in Pittsburg, Kansas. The single-story building will occupy approximately 16,000 square feet and will be of wood frame construction with stucco exterior and brick frontage. The Project will feature twelve medical office suites (with space for as many as twelve physicians) which the Hospital will lease to independent physicians and other health care professionals.

The property and real estate interests described in paragraphs (A) and (B) of this Schedule I together, constituting the "Project" as referred to in said Lease and said Indenture.

TERMINATION AND RELEASE OF GUARANTY

THIS TERMINATION AND RELEASE OF GUARANTY (the “Release”) dated the 1st day of March, 2013 (the “Effective Date”), by The Bank of New York Mellon Trust Company, N.A., a national banking association organized under the laws of the United States, with an office in St. Louis, Missouri, as successor trustee to INTRUST Bank, N.A. (the “Trustee”).

WITNESSETH:

WHEREAS, the City of Pittsburg, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (the “Issuer”) previously issued its Taxable Industrial Revenue Bonds, Series 1999 (Mt. Carmel Medical Center, Inc.) (the “Bonds”); and

WHEREAS, the Bonds were payable solely and only from the Trust Estate created pursuant to the Indenture (hereinafter described), including money and revenue received from the fees charged and Basic Rent received pursuant to a certain Lease Agreement, dated as of June 15, 1999 (the “Lease”), with Via Christi Hospital Pittsburg, Inc., formerly known as Mt. Carmel Medical Center, Inc., a Kansas not-for-profit corporation, as Tenant (the “Guarantor”), for the use of a certain Project described in the Lease; and

WHEREAS, payment of the principal of and interest on the Bonds is unconditionally guaranteed by the Guarantor pursuant to the terms of a Guaranty Agreement, dated as of June 15, 1999 (the “Guaranty Agreement”); and

WHEREAS, the Trustee has been designated as such pursuant to the terms of a certain Trust Indenture, dated as of June 15, 1999 (the “Indenture”), by and between the Issuer and the Trustee, and under which Indenture the Trustee is authorized and empowered to perform the duties of the Issuer and to make disbursements as required thereunder and to perform, insofar as it legally can, all acts otherwise required of the Issuer in connection with said Indenture and the Lease; and

WHEREAS, in accordance with the Indenture, all of the right, title and interest of the Issuer for the purpose of exercising the rights and performing and carrying out the duties and obligations of the Issuer under said Lease (to the extent that such rights and duties may be lawfully assigned by the Issuer and excepting the Issuer’s right to indemnity, and such other rights and duties which, in the context in which they appear in said Lease, are capable of being exercised or performed only by the Issuer) have been assigned to the Trustee to secure the payment of said Bonds; and

WHEREAS, pursuant to Sections 4.2 of the Guaranty Agreement, the Guarantor shall be discharged of its obligations upon the payment of the principal of, premium, if any, and interest on the Bonds to the Trustee, or provision for payment thereof having been made with the Trustee as provided in the Indenture; and

WHEREAS, all of the Bonds have been paid in full at maturity pursuant to their terms; and

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the Guaranty Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the Trustee hereto agrees that the Guaranty Agreement is hereby terminated and released and that the Guarantor is discharged of its obligations thereunder.

[Remainder of Page Intentionally Left Blank]

ACKNOWLEDGMENT AND ACCEPTANCE OF TRUSTEE

The undersigned, _____, a duly authorized, qualified and acting _____ of The Bank of New York Trust Company, N.A., does hereby acknowledge, accept and agree to the above and foregoing Termination and Release of Guaranty.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., St. Louis, Missouri

By _____
Name (Printed) _____
Title _____

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF MISSOURI)
)
CITY OF ST. LOUIS) ss:

BE IT REMEMBERED, that on this ____ day of February, 2013, before me, a notary public in and for said city and state, came _____, _____ of The Bank of New York Trust Company, N.A., St. Louis, Missouri, a national banking association duly organized, incorporated and existing under and by virtue of the laws of the United States (the “Bank”), who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

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

Notary Public

My Appointment Expires:

SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE

THIS SATISFACTION, DISCHARGE AND RELEASE OF INDENTURE dated the 1st day of March, 2013, by and between the City of Pittsburg, Kansas, a municipal corporation (hereinafter referred to as the “Issuer”), and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, a national banking association duly organized and existing under the laws of the United States, as successor trustee to INTRUST Bank, N.A. (hereinafter referred to as the “Trustee”).

WITNESSETH:

WHEREAS, the Issuer previously had Outstanding its Taxable Industrial Revenue Bonds, Series 1999 (Mt. Carmel Medical Center, Inc.) (the “Bonds”); and

WHEREAS, such Bonds were secured by the pledge of a certain Trust Estate, as established by, and in accordance with the terms and provisions of, a Trust Indenture, dated as of June 15, 1999 (the “Indenture”), by and between the Issuer and the Trustee; and

WHEREAS, all of the Bonds have been paid in full at maturity pursuant to their terms; and

WHEREAS, in connection therewith, it is necessary to provide for the release and discharge of the lien of the Indenture upon the Trust Estate.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the special obligations of the Issuer under the terms of the Indenture are hereby deemed satisfied and discharged and the lien of the Trustee upon the Trust Estate is hereby terminated and released. Accordingly, the covenants and agreements of the Issuer and the Trustee are hereby terminated and of no further force or effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Pittsburg, Kansas for delivery as of the 1st day of March, 2013.

CITY OF PITTSBURG, KANSAS

[seal]

By _____
John Ketterman, Mayor

ATTEST:

By _____
Tammy Nagel, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF CRAWFORD)

BE IT REMEMBERED that on this ____ day of February, 2013, before me, a notary public in and for said County and State, came John Ketterman and Tammy Nagel, Mayor and City Clerk, respectively, of the City of Pittsburg, Kansas, a municipal corporation of the State of Kansas (the "City"), who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Appointment Expires:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., St. Louis, Missouri

By _____
Name (Printed) _____
Title _____

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF MISSOURI)
)
CITY OF ST. LOUIS) ss:

BE IT REMEMBERED, that on this ____ day of February, 2013, before me, a notary public in and for said city and state, came _____, _____ of The Bank of New York Trust Company, N.A., St. Louis, Missouri, a national banking association duly organized, incorporated and existing under and by virtue of the laws of the United States (the “Bank”), who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

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

Notary Public

My Appointment Expires:

INTEROFFICE MEMORANDUM

To: City Manager Daron Hall
Chief Mendy Hulvey
From: Sergeant Tim Tompkins
CC:
Date: January 31, 2013
Subject: Dance Hall License Renewal

In response to the request for a Dance Hall License Renewal submitted by Mr. Graig Moore, owner of Mooreman's Inc, 1608 S. Broadway, I have reviewed the calls for service for the period of February 1, 2012 through January 31, 2013. During the review period the police department received 65 calls for service, completed 23 reports for various offenses, and conducted 20 routine bar checks. It should be noted that 9 calls for service and 7 reports were associated with vehicle accidents and traffic-related issues on the parking lot, and not directly associated with the bar operation. Of the remaining calls for service, a large majority of the calls were initiated by management requesting assistance in verifying the validity of identifications presented for admittance or to notify the department of large crowds on the parking lot requiring assistance to disperse them.

For comparison purposes, during the 2012 review process, the police department received 32 calls for service, completed 11 reports and conducted 27 routine bar checks. In my opinion, the calls for services, the types of calls received, and the number of reports completed are consistent with past reviews completed as part of the Dance Hall License renewal process. Therefore, I would respectfully recommend the Dance Hall License renewal be approved by the Governing Body and the necessary license issued. Should you have any questions concerning the recommendation, please contact me.

INTEROFFICE MEMORANDUM

To: City Manager Daron Hall
Chief Mendy Hulvey
From: Sergeant Tim Tompkins
CC:
Date: January 31, 2013
Subject: Dance Hall License Renewal

In response to the request for a Dance Hall License Renewal submitted by Ms. Jamie Sponsel, Co-owner of Faces Bar, 202 N. Locust Street, I have reviewed the calls for service for the period of February 1, 2012 through January 31, 2013. During the review period the police department received 10 calls for service, completed 3 reports for various offenses, and conducted 7 routine bar checks.

For comparison purposes, during the 2012 review process, the police department received 7 calls for service, completed 1 report and conducted 8 routine bar checks. In my opinion, the calls for services, the types of calls received, and the number of reports completed are consistent with past reviews completed as part of the Dance Hall License renewal process. Therefore, I would respectfully recommend the Dance Hall License renewal be approved by the Governing Body and the necessary license issued. Should you have any questions concerning the recommendation, please contact me.

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Tammy Nagel, City Clerk

DATE: January 25th, 2013

SUBJECT: Agenda Item – February 12th, 2013 City Commission Meeting
Disposition of Bids - Elevator Maintenance Contract for City of
Pittsburg facilities

Bids were received on October 16th, 2012, for the maintenance contract for all elevators/lifts in the City of Pittsburg system. This contract covers five hydraulic passenger elevators (one at City Hall, one at Fire Station No. 1, one at the Law Enforcement Center, and two at Memorial Auditorium), one hydraulic freight elevator (Water Treatment Plant), and one stage lift (Memorial Auditorium) for a three year time period. Bid notices were sent to the authorized dealers in our area, which are ThyssenKrupp Elevator of Ozark, Missouri, and KONE Inc. of Springfield, Missouri, as well as advertised in *The Morning Sun* and on the City's web page.

KONE, Inc. and ThyssenKrupp Elevator both submitted bids. KONE, Inc. submitted the low bid meeting specifications in the amount of \$11,016 per year. Our current contract is with KONE, Inc., for an annual amount of \$13,188.

Please place this item on the agenda for the February 12th, 2013, City Commission Meeting. Action needed is review of the recommendation, and if approved, award of the bid to KONE Inc., for an annual charge of \$11,016.

If you have any questions, please call. Thanks!

Attachment: Bid Tab Sheet



Bid Recapitulation Sheet

CITY OF PITTSBURG Elevator & Lift Maintenance

**Tuesday, October 16th, 2012 – 2:00 p.m.
City Hall Conference Room**

Name/Address of Bidder	Total Annual Charge for all Services Specified
KONE Inc. 211 South Union, Suite "D" Springfield, Missouri 65802	\$11,016.00
ThyssenKrupp Elevator 5247 North 23 rd Street Ozark, Missouri 65721	\$849.00 – Bronze Maintenance \$13,929.00 – Gold Maintenance

TIME RECEIVED

January 11, 2013 8:49:27 AM CST

REMOTE CSID

417 869 0353

DURATION

351

PAGES

7

STATUS

Received

01/11/2013 FRI 9:46 FAX 417 869 0353 KONE INC.

001/007

40025367 - 167367



PLUS (COMPLETE MAINTENANCE) AGREEMENT FOR VERTICAL TRANSPORTATION

PURCHASER (Equipment Owner):

City of Pittsburg
201 West 4th Street
Pittsburg, KS 66762

SERVICE LOCATION:

City Hall 201 West 4th Street (1) passenger Elevator
Fire Station No 1 911 West 4th Street (1) passenger Elevator
Law Enforcement Center 201 North Pine (1) passenger Elevator
Water Treatment Plant 522 South Free King Highway (1) freight Elevator
Memorial Auditorium 501 North Pine (2) passenger Elevators, (1) stage lift

EQUIPMENT DESCRIPTION

Make	Model	Freight		Passenger		Escalator	Walk	Other
		Traction	Hydraulic	Traction	Hydraulic			
	Microprocessor				6			1

This contract/agreement, dated ~~10/20/2009~~, by and between City of Pittsburg, (Purchaser) and KONE inc. (Contractor) is for Complete Maintenance for the vertical transportation located at City of Pittsburg.

KONE and Purchaser, in consideration of the terms, covenants & conditions set forth, hereby agree as follows:

PERFORMANCE

KONE will systematically examine, maintain, adjust and lubricate the equipment. In addition, unless specifically excluded elsewhere, KONE will repair or replace the following if the repair or replacement is, in KONE's judgment, necessitated by normal wear and tear.

CONTRACT PRICE

KONE in consideration of ~~\$3,297.00 (THREE-THOUSAND TWO HUNDRED NINETY SEVEN AND 00/100 DOLLARS)~~ payable by Purchaser quarterly in advance (equivalent to \$1,099.00/month), hereby agrees to furnish services herein described on the equipment within the agreement.

HYDRAULIC ELEVATORS

MICROPROCESSOR HYDRAULIC ELEVATOR SYSTEM COMPONENTS *AND RELAY LOGIC COMPONENTS*

CONTROL SYSTEM

Controller cabinet, machine room connection board, LCE CPU board, safety relay assembly, hydraulic level shifter board, power supply, transformers, contactor panels, bypass switches, relays, fuses, motor starters and accessories, *SELECTOR, DISPATCHER TIMERS AND RESISTORS*

KONE First Service technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.

POWER UNIT

Enclosure, pump, motor, valves, power transmission elements between the pump and motor, strainers, mufflers, gaskets and all other accessories.

HYDRAULIC SYSTEM ACCESSORIES

Exposed piping, fittings, jack packing and accessories, such as vibration dampeners and silencers between the pumping unit and the jack unit. Hydraulic fluid, heating or cooling elements, insulation and accessories installed by the elevator equipment manufacturer for controlling oil temperature.

CAR EQUIPMENT

Car panel connect board, car operating board, car top inspection station, floor leveling unit assembly, switch tree assembly and floor controllers.

ELECTRICAL

Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.

HOISTWAY AND PIT EQUIPMENT

Landing and slowdown switches, limits and car buffers.

RAILS AND GUIDES

Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.

INCLUDES ATTACHED MISCELLANEOUS A

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.

Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

HOUSEKEEPING

Purchaser and KONE have a shared responsibility to clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.

LUBRICANTS

KONE will use lubricants compounded under OEM's specifications or equal.

HOURS OF SERVICE

All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

KONE SERVICE CENTER

The KONE Service Center is available 24-hours a day, seven days a week to respond to all calls and dispatch a service technician if necessary. In the unlikely event of an entrapment, a highest priority response will be given. If your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment.

SERVICE REQUESTS (CALLBACKS)

This Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

If Purchaser should require, at any time, service requests (unless included above) to be made on overtime, Purchaser will be charged only for the difference between KONE's regular hourly billing rate and KONE's regular overtime billing rate applicable for each overtime hour worked. All work outside the scope of this Agreement is to be performed by KONE at an agreed upon rate.

Service requests are defined as minor adjustments, corrections or emergency entrapments that require immediate attention and are not caused by reasons beyond KONE's control. Service requests do not include work that requires more than one technician or more than two hours to complete.

TESTS

KONE will perform the following tests on the equipment:

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test as required by the A.S.M.E. A-17.1 code.

EXCLUSIONS

KONE assumes no responsibility for the following items or services, which are excluded from the Agreement:

ELEVATOR

Refinishing, repairing, replacement or cleaning of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or

other security systems, light tubes and bulbs, pit pumps, emergency power generators, hydraulic cylinder, unexposed piping, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE shall not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this agreement.

GENERAL

KONE shall not be obligated to: make safety tests other than those specified herein; install new attachments or equipment adjustments, whether or not recommended or directed by insurance companies or by federal, state, municipal, ASME codes or other governmental or non-governmental authorities; make changes or adjustments required by new or retroactive code changes; perform tests or correct outstanding violations or deficiency lists cited by code authorities or any third party agency prior to the effective date of this agreement; make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts or tampering with the elevator equipment by unauthorized personnel; make repairs or renewals for damage or deterioration caused by UV rays; make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear. KONE will maintain the equipment performance and its components to the operating condition at the effective date of this agreement.

Obsolete items are excluded from this agreement. Obsolete items and the labor to replace them will be at the owner's expense. Obsolete items (including, but not limited to, assemblies, parts, components or systems) are defined as follows: An item for which the original design is no longer regularly manufactured by the OEM or the original item has been replaced with an item of different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. KONE will not be required to furnish reconditioned or used parts.

INDEMNITY CLAUSE

~~Purchaser shall indemnify, defend and save harmless KONE from and against liabilities, losses and claims of any kind or nature imposed on,~~

City of Pittsburg
Rev. 5/1/15/09

~~incurred by, or asserted against KONE arising out of the concurrent, active or passive negligence of KONE in any way connected with the services provided under this Agreement or the use or operation of the equipment Purchaser hereby waives any and all rights of recovery arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE.~~ SEE BID FORM AND KONE LETTER OF CLARIFICATION

PURCHASER ASSURANCES

Purchaser agrees to: furnish KONE with a list of authorized personnel responsible for building operations; provide KONE with a complete set of as-built wiring diagrams; to shut down the equipment and notify KONE for repair, in the event that the equipment is not functioning properly; notify KONE in the event of any injury or accident in or about the equipment included in this agreement (verbal notification must be provided immediately and written notification must be provided within seven days); perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein; annually maintain the mainline disconnect switch by a certified electrician and repair as necessary; provide safe access to the equipment and machine room areas for service and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; provide a safe workplace for KONE personnel; contact KONE immediately if you are ever less than very satisfied with KONE's performance. Purchaser shall at all times be solely liable for the proper use of the equipment. Purchaser agrees to post any and all instructions and warnings to passengers related to the use of the equipment. Purchaser shall not permit anyone other than KONE to make repairs, additions, modifications, upgrades or adjustments to the equipment covered herein during the term of the agreement.

CONTRACT TERM

The service specified will be furnished from the effective date stated herein, and shall continue for an initial, non-cancelable term of ONE (1) years. ~~This Agreement will automatically renew for successive terms of ONE (1) years thereafter. Either party may terminate this Agreement either at the end of the initial ONE (1) year term or at the end of any subsequent ONE (1) year term by giving the other party ninety (90) days written notice, via certified mail, prior to the expiration date of the Agreement; the expiration date being ONE (1) years from the effective date of this agreement or ONE (1) years from the effective date of any subsequent renewal term. The parties acknowledge that premature cancellation of this Agreement or delayed notice of termination shall~~ AS NOTICED IN BID DOCUMENT

~~constitute a material breach of contract and the entire remaining amount of the contract will accelerate and become due to KONE as liquidated damages; In the event of the sale, lease or other transfer of the ownership of the equipment described herein, or the premises in which it is located; Purchaser agrees to see that such Purchaser is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement. KONE may, at its sole discretion, temporarily suspend upon written notice or terminate entirely upon thirty (30) days' written notice this Agreement at any time due to the Purchaser's breach of contract. In the event of circumstances presenting a safety hazard to the riding public or KONE's technicians (including, but not limited to, Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice.~~

PRICE ADJUSTMENTS

The contract price will be adjusted annually on January 1 of each year of the contract. The payment adjustment will reflect the increase or decrease in labor costs.

Labor

100% of the current contract price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost. The current straight time labor cost is the sum of the straight time hourly rate plus the cost of fringe benefits (fringe benefits include but are not limited to welfare, pension, vacations, paid holidays, insurance, and other union contributions) paid to elevator examiners in the locality the equipment is maintained.

KONE reserves the right to additionally adjust the contract price under extraordinary circumstances if the cost of fuel (based on the Producer Price Index of Commodities for Gasoline), Insurance or other administrative expenses increase.

PAYMENT TERMS

~~Payments are due within ten (10) days of date of invoice. A delinquent payment charge calculated at the rate of 1 1/2% per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court cost in connection therewith. Failure to pay any sum due by Purchaser within sixty (60) days will be a material breach. KONE may at KONE's option declare all~~

City of Pittsburg
Rev. 5 1/15/09

sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid, KONE may suspend service, and be discharged from further obligations under the contract. If KONE exercises its right to suspend service, KONE shall not be responsible for injury or damage resulting from the lack of service. When service is resumed, Purchaser will be responsible for any costs KONE incurs as a result of the lapse in service.

These payment terms shall also be applicable to any charges for work outside the scope of this Agreement.

PERFORMANCE CLAUSE

Purchaser may, at any time and at Purchaser's expense, call for an independent elevator consulting firm to evaluate KONE's performance within the scope of this contract. The elevator consulting firm shall be mutually agreed upon by Purchaser and KONE.

If it is found KONE is not complying with the terms of this Agreement, a detailed report shall be submitted to KONE outlining the specific requirements and a minimum period of ninety (90) days shall be allowed for KONE to correct the corresponding non-compliance.

In the event KONE fails to correct the noted material items within the allowed time, Purchaser shall have the right to terminate this Agreement by giving KONE ninety (90) days written notice. Notwithstanding this right, Purchaser remains obligated to pay all previously outstanding balances owed KONE.

TAX

Purchaser shall pay, in addition to the price, any tax imposed upon Purchaser by any existing or future law and the amount of tax imposed upon KONE, KONE's suppliers or Purchaser under any statute, court decision, rule or regulation currently effective or becoming effective after the date of this Agreement which is based upon or incident to the transfer, use, ownership, or possession of the materials or equipment involved in the performance hereof or the services rendered, hereunder.

OBLIGATIONS OF THE PARTIES

~~Nothing in this Agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment covered by this Agreement. Purchaser shall be solely responsible for supervising the use of the equipment and for taking such steps~~

SEE BID FORM AND KONE LETTER
OF CLARIFICATION Page 4 of 6

including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

~~Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchaser's customarily carry for the life of this contract (naming KONE as an additional insured) arising out of the services provided under the Agreement and/or the ownership, maintenance, use or operation of the equipment described herein.~~

Neither KONE nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages or by any other cause which is beyond its reasonable control, ~~or in any event, for incidental or consequential damages.~~ KONE shall not be liable for any work, service or material other than that specifically mentioned herein.

KONE will not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

ADDITIONAL TERMS

~~This Agreement shall constitute, exclusively and entirely, the agreement for the service described and all prior representations or agreements relating thereto, whether written or verbal, shall be deemed to be merged herein and this Agreement including changes in or additions to shall not be binding upon KONE until approved by a local Office Manager or one of its executive officers at Moline, Illinois. Submission of this contract does not void or otherwise nullify the existing contract until this new contract is signed and approved by both parties. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser.~~

~~KONE disclaims any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.~~

~~This Agreement is confidential between Purchaser and KONE and shall not be distributed to third parties.~~

VENUE

~~The Purchaser does hereby agree that the exclusive venue for any dispute between the~~

~~parties shall be in the County of Rock Island, State of Illinois.~~

SEE BIA FORM AND KONE LETTER
DP CLARIFICATION

ACCEPTANCE

Service Agreement Effective Date: 1/1/2013

Service Agreement Number:

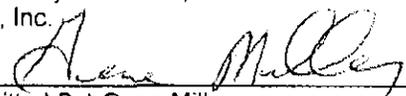
The parties to this service agreement agree to the conditions contained herein:

Signed for and on behalf of City of Pittsburg

(Signature)

(Print Name)

(Print Title)
Date: ___/___/___

Respectfully submitted, KONE, Inc.


(Submitted By) Gene Miller

(Approved By) Authorized Representative

(Title)
Date: ___/___/___



Elevators Escalators

To

KONE Inc.
211 S. Union Suite D
Springfield, MO 65802 75019
Tel (417) 862-1174
Fax (417) 869-0353
www.kone.com
gene.miller@kone.com

Date 10/16/09

From Gene Miller

Re Letter of Clarification for City of Pittsburg Bid

The following Clarifications are made to the KONE bid.

“Neither party shall be liable for incidental or consequential damages.”

The monthly lease installments to be paid by Lessee can be made only from funds budgeted and appropriated for that purpose during Lessee’s current budget year or from funds made available from any lawfully operated revenue producing source. In the event sufficient funds are not available and – for that reason – Lessee is in default, this lease shall be terminated with Lessee having no further liability thereon.

INDEMNIFICATION

Each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party’s sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party’s indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party’s expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party’s indemnity obligations will become null and void and will not be considered in interpreting the Agreement.



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: TROY GRAHAM
Assistant Director of Public Works

DATE: February 6, 2013

SUBJECT: Agenda Item – February 12, 2013
Street Light Modifications

Residents in the 900 Block of East Madison Street as well as residents located on Quincy Court have requested the City review street lighting in both areas. Both locations have lights at each end of the block but are not evenly spaced and are very dark near the mid-block locations.

In reviewing these requests, it was found that the existing street lights were clustered at both ends of each street and there were no street lights in the middle of the block. In this regard, City staff would recommend that a 70-watt high pressure sodium (HPS) street light fixture be placed at approximately 906 E. Madison Street and at #11 Quincy Court. The cost of the new street light fixtures will be \$6.13 monthly or \$73.56 annually for each light.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 12th, 2013. Action necessary will be approval or disapproval of these requests and, if approved, authorize City staff to submit the necessary Modification Relating to Removals, Additions, or Substitutions in Street Light Equipment to Westar Energy.

Attachment: Maps

906 E. MADISON STREET LIGHT INSTALLATION

1002 E JEFFERSON 1005 E JEFFERSON

902 E JEFFERSON

00000 E JEFFERSON

920 E MONROE

1001 E MONROE

1007 E MONROE

Monroe

9?? E MONROE

992 E MONROE

1002 S TUCKER

1008 E MONROE

668 E JEFFERSON

Taylor

901 E MADISON

907 E MADISON

913 E MADISON

917 E MADISON

1004 S TUCKER

1013 S TUCKER

1003 E MADISON

STREET LIGHT LOCATION
906 E. MADISON



00000 E MADISON

00000 E MADISON

1002 E MADISON

00000 UNOPENED STREET

923 E JACKSON

1001 E JACKSON

Jackson

00000 UNOPENED STREET

918 E JACKSON

1201 S TUCKER

1006 E JACKSON

Tucker

009 E QUINCY

00000 E QUINCY

921 E QUINCY

929 E QUINCY

1001 E QUINCY

11 QUINCY COURT STREET LIGHT INSTALLATION



1024 S WALNUT

1214 S WALNUT

Walnut

112 W QUINCY

122 W QUINCY

120 W QUINCY

116 W QUINCY

Quincy

309 W QUINCY

307 W QUINCY

303 W QUINCY

301 W QUINCY

207 W QUINCY

205 W QUINCY

203 W QUINCY

201 W QUINCY

1303 S OLIVE

1305 S OLIVE

1307 S OLIVE

1401 S OLIVE

1403 S OLIVE

00000 LANDLOCKED

00000 LANDLOCKED

00000 LANDLOCKED

2 QUINCY COURT

12 QUINCY COURT

11 QUINCY COURT

1302 S PINE

4 QUINCY COURT

10 QUINCY COURT

1304 S PINE

5 QUINCY COURT

8 QUINCY COURT

1306 S PINE

6 QUINCY COURT

7 QUINCY COURT

45

Street Light Location
11 Quincy Court



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: February 5, 2013

SUBJECT: Agenda Item – February 12, 2013
Deed for Highway Purposes
213 E. Quincy

In 2009, the City of Pittsburg purchased the property at 213 E. Quincy when it was sold at an Estate Sale. This property is one of the cornering properties along the Quincy Street Improvements Project. The staff had anticipated that a large amount of this property would be necessary for the improvements to the Quincy and Joplin intersection. This project has proceeded far enough that the staff has been provided with the required right-of-way for each property along this project. In order to proceed with this project, it is now necessary for the City of Pittsburg to deed the right-of-way to itself and file said Deed with the Crawford County Register of Deed's Office. In this regard, the attached Deed for Highway Purposes has been prepared to allow for the proper transfer of this property.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 12th, 2013. Action necessary will be approval or disapproval of the Deed for Highway Purposes and, if approved, authorize the Mayor to sign the Deed on behalf of the City of Pittsburg.

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

Attachment: Deed for Highway Purposes
ROW Map

Deed for Highway Purposes

KNOW ALL MEN BY THESE PRESENTS, That this deed, made this _____ day of _____, 2013, between City of Pittsburg, Kansas, a Municipal Corporation, Parties of the First Part, and the City of Pittsburg, Kansas, a Municipal Corporation, Party of the Second Part.

WITNESSETH:

That Parties of the First Part, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, to them in hand paid by Party of the Second Part, receipt whereof is hereby acknowledged, by these presents do grant, bargain, sell and convey unto the Party of the Second Part forever the following described tract of real estate lying and situated in the County of Crawford and State of Kansas, to-wit:

Commencing at the Southwest Corner of Section 29, Township 30 South, Range 25 East of the Sixth Principal Meridian, Crawford County, Kansas; thence North 87 Degrees 44 Minutes 31 Seconds East (Bearing Based on the Kansas Coordinate System NAD 83 South Zone) along the South line of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section a distance of 1113.76 feet; thence North 02 Degrees 15 Minutes 29 Seconds West a distance of 26.93 feet to the Southwest Corner of Lot 84 in the Second Santa Fe Addition to the City of Pittsburg, Kansas, said point being the point of beginning; thence North 01 Degree 42 Minutes 43 Seconds West along the West line of said Lot 84 a distance of 8.07 feet to a point being 35.00 feet perpendicular distance North of said South line; thence North 87 Degrees 44 Minutes 31 Seconds East parallel with said South line a distance of 104.27 feet; thence North 46 Degrees 05 Minutes 28 Seconds East a distance of 54.98 feet to the East line of said Lot 84; thence South 01 Degree 42 Minutes 43 Seconds East along said East line a distance of 45.43 feet to the Southeast Corner of said Lot 84; thence South 88 Degrees 03 Minutes 54 Seconds West along the South line of said Lot 84 a distance of 145.00 feet to the point of beginning. Containing 1973.28 square feet.

to have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever. It is understood and agreed that the Party of Second Part is acquiring said real estate for purpose of public road, highway and public and private utility use.

And the Parties of the First Part for themselves, their heirs, executors and administrators, do hereby covenant, promise and agree to and with said Party of the Second Part that at delivery of these presents they are lawfully seized of an estate in fee simple in all and singular the above granted and described premises with the appurtenances thereto, except for right of way of any existing public highway thereon; that the same are free and clear of and from all and every encumbrance whatsoever, and that they will forever warrant and defend the same unto the Party of the Second Part or its assigns forever, against all and any lawful claim of all and any persons whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto caused this Deed to be signed on its behalf by its Mayor thereunto duly authorized so to do, and to be attested by its City Clerk, and has caused its seal to be hereunto affixed the day and year last above written.

THE CITY OF PITTSBURG, KANSAS

By _____
Mayor – John Ketterman

ATTEST:

City Clerk – Tammy Nagel

STATE OF KANSAS }
 } SS:
CRAWFORD COUNTY }

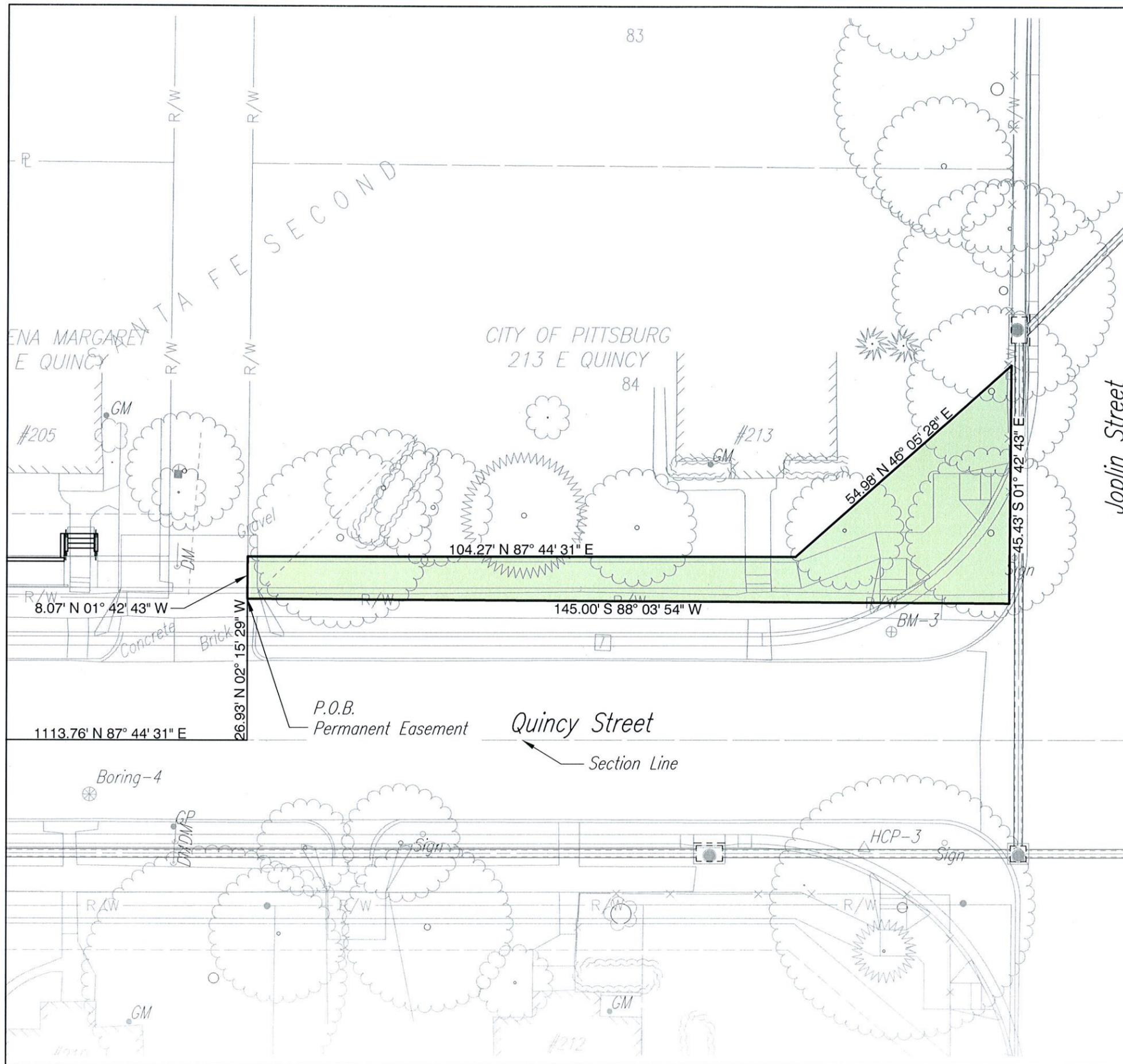
BE IT REMEMBERED, That on the _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John Ketterman, Mayor of the City of Pittsburg Kansas, a Municipal Corporation duly incorporated and existing under and by virtue of the laws of Kansas;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

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

Notary Public -

My Commission Expires: _____

Saved 11-27-2012 4:14:30 PM by GEM
 Plot Scale 1:1 11-29-2012 9:03:26 AM by GREG E. MCDOWELL
 C:\2011\11E03 Quincy Street\Drawings\Easements\11E03-Quincy Easements Tract 10



OWNERS:
 City of Pittsburg
 213 E. Quincy
 Pittsburg, KS 66762

Temporary Easement Area
 Permanent Easement Area

Tabulation Of Areas
 Permanent Easement Area = 0.045 ACRES (1973.28 SF)

PERMANENT EASEMENT DESCRIPTION:
 Commencing at the Southwest Corner of Section 29, Township 30 South, Range 25 East of the 6th Principal Meridian, Crawford County, Kansas; thence North 87 Degrees 44 Minutes 31 Seconds East (Bearing Based on the Kansas Coordinate System NAD 83 South Zone) along the South line of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of said Section a distance of 1113.76 feet; thence North 02 Degrees 15 Minutes 29 Seconds West a distance of 26.93 feet to the Southwest Corner of Lot 84 in the Second Santa Fe Addition to the City of Pittsburg, Kansas, said point being the point of beginning; thence North 01 Degree 42 Minutes 43 Seconds West along the West line of said Lot 84 a distance of 8.07 feet to a point being 35.00 feet perpendicular distance North of said South line; thence North 87 Degrees 44 Minutes 31 Seconds East parallel with said South line a distance of 104.27 feet; thence North 46 Degrees 05 Minutes 28 Seconds East a distance of 54.98 feet to the East line of said Lot 84; thence South 01 Degree 42 Minutes 43 Seconds East along said East line a distance of 45.43 feet to the Southeast Corner of said Lot 84; thence South 88 Degrees 03 Minutes 54 Seconds West along the South line of said Lot 84 a distance of 145.00 feet to the point of beginning.
 Containing 1973.28 square feet.

Joplin Street



OWNERS: City of Pittsburg

R/W Easement Map Tract No.10

Quincy Street Improvements (Broadway to Joplin)



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
 104 SOUTH PINE PITTSBURG, KS 66762
 620-235-0195 www.pec1.com

Drawn by	DRB	KDOT Proj. No. : 19 U-2287-01	Date: 10-30-2012
Checked by	GEM	PEC Proj. No. : 11E03	SHT 1 OF 1



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

Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: February 5, 2013

SUBJECT: Agenda Item – February 12, 2013
Final Payment and Change Order No. 1
Southeast Lift Station Improvements
KWPCRF Project No. C20 1818 01A

Attached are the necessary documents to final out the Southeast Lift Station Improvements Project. The contractor, LaForge and Budd Construction Co., Inc., of Parsons, Kansas, is requesting final payment in the amount of \$4,112.47. The contractor has also submitted for approval Change Order No. 1 reflecting an increase of \$3,112.47. PEC has provided the attached letter explaining the need for the change order. This will bring the total project cost to \$818,112.47.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 12th, 2013. Action necessary will be approval or disapproval of Change Order No. 1 and for final payment to LaForge and Budd Construction Co., Inc. If you recall, the funding for this project is being paid through a State revolving loan funded by KDHE.

Attachment: Final Payment Documents
Change Order No. 1
PEC Letter

AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Pittsburg P.O. Box 688 Pittsburg, Kansas 66762	PROJECT: Pittsburg SE Pump Station 3295 South Route Pittsburg, KS 66762	APPLICATION NO: 0901700006 Final	Distribution to:
FROM CONTRACTOR:	VIA ARCHITECT:	PERIOD TO: 12-31-2012	OWNER <input type="checkbox"/>
LaForge & Budd Construction Company, Inc. 2020 North 21st Parsons, KS 67357		CONTRACT FOR:	ARCHITECT <input type="checkbox"/>
		CONTRACT DATE: 12-30-2009	CONTRACTOR <input type="checkbox"/>
		PROJECT NOS: 09-017 / /	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 815,000.00
2. Net change by Change Orders	\$ 3,112.47
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 818,112.47
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 818,112.47
5. RETAINAGE:	
a. % of Completed Work (Column D + E on G703)	\$
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$.00
6. TOTAL EARNED LESS RETAINAGE	\$ 818,112.47
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 814,000.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 4,112.47
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

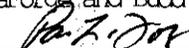
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$ 3,112.47	\$
TOTALS	\$ 3,112.47	\$
NET CHANGES by Change Order	\$	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702™ - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

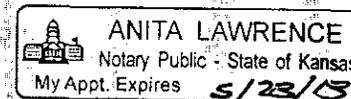
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: LaForge and Budd Construction Company, Inc.

By:  Date: 1/11/2013
State of: Kansas Patrick T. LaForge, President

County of: Labette

Subscribed and sworn to before
me this 11th day of January, 2013



Notary Public: 
My Commission expires: 05/23/2013

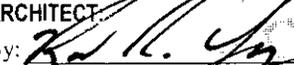
ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 4,112.47
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:  Date: 1/14/13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

AIA Document G702™, Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 0901700006
APPLICATION DATE: 12-31-2012
PERIOD TO: 12-31-2012
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
1	Mobilization	20,000.00	20,000.00			20,000.00	100.00		
2	General Conditions	60,000.00	60,000.00			60,000.00	100.00		
3	Demolition	30,000.00	30,000.00			30,000.00	100.00		
4	Concrete	8,000.00	8,000.00			8,000.00	100.00		
5	Masonry	5,000.00	5,000.00			5,000.00	100.00		
6	Metals	6,000.00	6,000.00			6,000.00	100.00		
7	Door, Frames & Hardware	12,000.00	12,000.00			12,000.00	100.00		
8	Coating Systems	8,000.00	8,000.00			8,000.00	100.00		
9	Pumps	150,000.00	150,000.00			150,000.00	100.00		
10	Plumbing	22,000.00	22,000.00			22,000.00	100.00		
11	HVAC	55,000.00	55,000.00			55,000.00	100.00		
12	Electrical	180,000.00	180,000.00			180,000.00	100.00		
13	SCADA	62,000.00	62,000.00			62,000.00	100.00		
14	Piping & Valves	59,000.00	59,000.00			59,000.00	100.00		
A11	Demolition	7,000.00	7,000.00			7,000.00	100.00		
A12	By-Pass Pumping	50,000.00	50,000.00			50,000.00	100.00		
A13	Concrete	5,000.00	5,000.00			5,000.00	100.00		
A14	Sluice Gates	32,000.00	32,000.00			32,000.00	100.00		
A15	Metals	1,000.00	1,000.00			1,000.00	100.00		
A21	Flow Meters	39,000.00	39,000.00			39,000.00	100.00		
A22	Electrical	4,000.00	4,000.00			4,000.00	100.00		
CO1	Change Order 1	3,112.47	3,112.47			3,112.47	100.00		
GRAND TOTAL		818,112.47	818,112.47			818,112.47	100.00		

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

CHANGE ORDER

Order No. 1
Date: January 3, 2013
PEC Project No. 34-09212-002-0830
Agreement Date: December 30, 2009

NAME OF PROJECT: Southeast Pump Station Improvements
OWNER: City of Pittsburg, KS
CONTRACTOR: LaForge & Budd Construction

The following changes are hereby made to the CONTRACT DOCUMENTS:

PC #1	Change Incoming Electrical Service to 277/480 Volt Wye The existing electrical service to the lift station was not 480 Volt, 3 Phase, 4 Wire as shown on the record drawings. Installed equipment would not work properly without this change.	Add	\$ 871.29
PC #2	New Overhead Door Remove existing overhead door and replace with new overhead door.	Add	\$ 979.08
PC #3	Coating Changes Delete requirement for soda-blasting. Coat the lower level walls with one coat of latex paint. Coat the stairs and handrail with one coat of Tnemec N69.	No Cost	\$ -
PC #4	Replace Control Panel for Sump Pumps The sump pumps were provided with a simplex control panel that would operate only one pump. The duplex control panel allows for alternation of sump pumps.	Add	\$ 1,262.10

Justification:

Equipment, material, and construction method changes listed above were required for construction of the facility.

Change to CONTRACT PRICE:

Original CONTRACT PRICE:	\$ <u>815,000.00</u>
Current CONTRACT PRICE as adjusted by previous CHANGE ORDERS:	\$ <u>815,000.00</u>
The CONTRACT PRICE due to this CHANGE ORDER will be increased by:	\$ <u>3,112.47</u>
The new CONTRACT PRICE including this CHANGE ORDER will be:	\$ <u>818,112.47</u>

Change to CONTRACT TIME:

The request for additional days is no longer applicable, as the project was completed per the contract documents in 2010.

Requested by:  LaForge & Budd Construction
Reviewed by:  P.E.C., P.A.
Accepted by: _____ City of Pittsburg, Kansas

January 23, 2013

City of Pittsburg, KS
City Hall
PO Box 688
Pittsburg, KS 66762

Attention: Joye VanGorden,
Office Manager, Public Utilities/Deputy City Clerk

Referenced: Southeast Pump Station Improvements - Pittsburg, KS
PEC Project No. 34-09212-002-0830

Dear Ms. VanGorden:

Per your request, the following is additional information that addresses Changer Order No. 1 for Pittsburg's Southeast Pump Station Improvements:

PC No. 1: Change Incoming Electrical Service:

The record drawings for the original lift station plans indicated that the incoming power supply was 480 volt. During the design, Professional Engineering Consultants, P.A. (PEC) designed a 480 volt, 3 phase 4 wire service to meet the utility company's incoming service requirements. During construction it was determined that the actual power supply was 480 volt 3 phase 3 wire. Therefore to meet current requirements of the power company, an additional neutral wire was required. The additional neutral wire was at a cost of \$871.29.

PC No. 2: Remove and Replace Overhead Door

The original design addressed tuck and pointing the existing masonry joints and addressed some minor caulking to the pump station building. However during the actual construction of the project, the Owner discussed the condition of the existing overhead door on the building. Acceptable pricing was developed by the Contractor in the amount of \$979.08.

PC No. 3: Coating Changes

No cost change between Owner and Contractor. \$0.00.

Joye VanGorden,
Office Manager, Public Utilities/Deputy City Clerk
January 23, 2013
Page 2

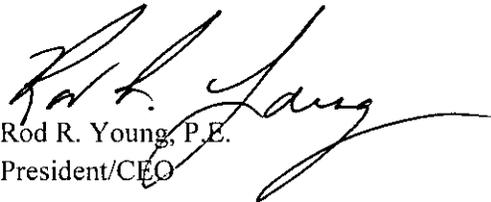
PC No. 4: Replace Control Panel for Sump Pumps

To improve operations of the sump-pumps located in the wet well, the specified simplex control panel was replaced with a duplex model so that the sump pumps can be automatically alternated. The expense for this flexibility in operation was \$1,262.10.

Should you have further questions, feel free to give me a call.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

A handwritten signature in black ink, appearing to read "Rod R. Young". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Rod R. Young, P.E.
President/CEO

RRY/mc

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5194	VOID CHECK	V	1/25/2013			170027		
5194	CATHY STRUKEL							
5194	CATHY STRUKEL	VOIDED	2/05/2013			170084		650.00CR

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2	VOID DEBITS 0.00		
		VOID CREDITS 650.00CR	650.00CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	2	0.00	0.00	0.00
BANK: *		TOTALS:	2	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6994	D&D CONSTRUCTION	R	1/18/2013			170004		7,000.00
6914	MAMTC	R	1/18/2013			170005		5,000.00
4263	COX COMMUNICATIONS	R	1/18/2013			170006		63.81
0175	REGISTER OF DEEDS	R	1/18/2013			170007		12.00
0175	REGISTER OF DEEDS	R	1/18/2013			170008		43.98
0349	UNITED WAY OF CRAWFORD COUNTY	R	1/18/2013			170009		103.87
1108	WESTAR ENERGY	R	1/18/2013			170010		81.34
5371	PITTSBURG FAMILY YMCA	R	1/18/2013			170011		78.22
2877	KDHE - BUREAU OF WATER	R	1/22/2013			170022		60.00
0746	CDL ELECTRIC COMPANY INC	R	1/23/2013			170023		150,000.00
2421	FIREWORKS LEASING LLC	R	1/24/2013			170024		700,000.00
4051	TOBY BOOK	R	1/25/2013			170025		125.00
4263	COX COMMUNICATIONS	R	1/25/2013			170026		1,482.47
5655	ROB DILLON	R	1/25/2013			170028		106.95
6999	JERRY FUQUA	R	1/25/2013			170029		125.00
6998	KENT JOHNSON	R	1/25/2013			170030		125.00
0380	KANSAS DEPARTMENT OF REVENUE	R	1/25/2013			170031		100.00
6858	KEN NORDYKE	R	1/25/2013			170032		85.59
1	O'NEILL, BRIAN & LISA	R	1/25/2013			170033		200.00
0175	REGISTER OF DEEDS	R	1/25/2013			170034		18.60
0175	REGISTER OF DEEDS	R	1/25/2013			170035		23.22
6847	VOLVO RENTS INC	R	1/25/2013			170036		435.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0523	AT&T	R	2/01/2013			170037		40.00
6748	RAYMOND D CLINTON	R	2/01/2013			170038		125.00
4263	COX COMMUNICATIONS	R	2/01/2013			170039		27.16
1	POSTNER, JIM	R	2/01/2013			170040		933.76
0622	INTERNATIONAL ASSOCIATION CHIE	R	2/01/2013			170041		120.00
7002	LARRY EWING	R	2/01/2013			170042		20,300.00
7000	JACOB REAGAN	R	2/01/2013			170043		125.00
0175	REGISTER OF DEEDS	R	2/01/2013			170044		4.26
7003	TIM RYAN, CBO	R	2/01/2013			170045		150.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	2/01/2013			170046		107.87
1108	WESTAR ENERGY	R	2/01/2013			170047		36.55
5371	PITTSBURG FAMILY YMCA	R	2/01/2013			170048		78.22
6997	EUROFINS EATON ANALYTICAL	R	2/01/2013			170057		400.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	2/05/2013			170070		133.01
2004	AIRE MASTER	R	2/05/2013			170071		30.90
6173	ASHBROOK SIMON-HARTLEY OPERATI	R	2/05/2013			170072		2,764.90
6835	BMI	R	2/05/2013			170073		327.00
5966	BOBCAT OF SPRINGFIELD	R	2/05/2013			170074		307.91
0748	CONRAD FIRE EQUIPMENT INC	R	2/05/2013			170075		3,552.05
0021	CUES	R	2/05/2013			170076		247.62
6807	ERA	R	2/05/2013			170077		1,286.75
6740	FELD FIRE	R	2/05/2013			170078		2,365.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2019	GFOA	R	2/05/2013			170079		150.00
0089	KANSAS ASSOCIATION CHIEFS OF P	R	2/05/2013			170080		30.00
6581	KANSAS CITY AUDIO-VISUAL	R	2/05/2013			170081		2,054.60
6682	MID-STATES FITNESS REPAIR	R	2/05/2013			170082		375.00
1552	ETS DEVELOPMENT GROUP LLC	R	2/05/2013			170083		8,690.42
5194	CATHY STRUKEL	V	2/05/2013			170084		650.00
5194	CATHY STRUKEL							
5194	CATHY STRUKEL							
	M-CHECK	VOIDED	V	2/05/2013		170084		650.00
6996	TNEMEC COMPANY, INC.	R	2/05/2013			170085		248.50
6847	VOLVO RENTS INC	R	2/05/2013			170086		435.00
0011	AMERICAN ELECTRIC INC	E	1/23/2013			999999		437.61
0026	STANDARD INSURANCE COMPANY	D	2/01/2013			999999		1,246.40
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	1/23/2013			999999		7,435.65
0046	ETTINGERS OFFICE SUPPLY	E	1/23/2013			999999		2,035.09
0055	JOHN'S SPORT CENTER	E	1/23/2013			999999		258.91
0056	JOPLIN GLOBE	E	1/23/2013			999999		1,075.52
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	1/23/2013			999999		801.25
0077	THE LITTLE SHOP OF FLOWERS	E	1/23/2013			999999		35.00
0078	SUPERIOR LINEN SERVICE	E	1/23/2013			999999		72.70
0083	WATER PRODUCTS INC	E	1/23/2013			999999		8,274.02
0084	INTERSTATE EXTERMINATOR, INC.	E	1/23/2013			999999		380.00
0088	D & H LEASING INC	E	1/23/2013			999999		266.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0101	BUG-A-WAY INC	E	1/23/2013			999999		155.00
0105	PITTSBURG AUTOMOTIVE INC	E	1/23/2013			999999		2,014.75
0112	MARRONES INC	E	1/23/2013			999999		830.05
0117	THE MORNING SUN	E	1/23/2013			999999		173.45
0128	VIA CHRISTI HOSPITAL	E	1/23/2013			999999		320.00
0129	PROFESSIONAL ENGINEERING CONSU	E	1/23/2013			999999		32,864.09
0133	JIM RADELL CONSTRUCTION INC	E	1/23/2013			999999		3,453.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	1/23/2013			999999		56.00
0145	BROADWAY LUMBER COMPANY, INC.	E	1/23/2013			999999		248.30
0154	BLUE CROSS & BLUE SHIELD	D	1/18/2013			999999		50,019.33
0154	BLUE CROSS & BLUE SHIELD	D	1/25/2013			999999		30,274.54
0154	BLUE CROSS & BLUE SHIELD	D	2/01/2013			999999		79,113.16
0163	O'REILLY AUTOMOTIVE INC	E	1/23/2013			999999		219.22
0199	KIRKLAND WELDING SUPPLIES	E	1/23/2013			999999		199.50
0200	SHERWIN WILLIAMS COMPANY	E	1/23/2013			999999		69.06
0276	JOE SMITH COMPANY, INC.	E	1/23/2013			999999		33.25
0292	UNIFIRST CORPORATION	E	1/23/2013			999999		102.02
0300	PITTSBURG FORD-MERCURY, INC.	E	1/23/2013			999999		1,127.58
0321	KP&F	D	1/18/2013			999999		35,692.62
0321	KP&F	D	2/01/2013			999999		36,376.08
0328	KANSAS ONE-CALL SYSTEM INC	E	1/23/2013			999999		368.20
0329	O'MALLEY IMPLEMENT CO INC	E	1/23/2013			999999		1,321.31

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0335	CUSTOM AWARDS PLUS INC	E	1/23/2013			999999		100.28
0337	CROSS-MIDWEST TIRE	E	1/23/2013			999999		15.75
0339	GENERAL MACHINERY	E	1/23/2013			999999		1,319.60
0347	LYNN'S QUICK LUBE	E	1/23/2013			999999		66.45
0375	CONVENIENT WATER COMPANY	E	1/23/2013			999999		95.00
0422	DEMCO INC	E	1/23/2013			999999		288.26
0489	GAYLORD BROTHERS INC	E	1/23/2013			999999		94.62
0534	TYLER TECHNOLOGIES INC	E	1/23/2013			999999		4,895.00
0583	DICKINSON INDUSTRIES INC	E	1/23/2013			999999		623.67
0585	MOLLE MC AUTOMOTIVE INC	E	1/23/2013			999999		52.58
0704	NEPTUNE RADIATOR AND AUTO	E	1/23/2013			999999		110.39
0709	BATES SALES COMPANY INC	E	1/23/2013			999999		42.14
0728	ICMA	D	1/18/2013			999999		1,558.93
0728	ICMA	D	2/01/2013			999999		4,558.93
0746	CDL ELECTRIC COMPANY INC	E	1/23/2013			999999		26,439.70
0751	ULTRA-CHEM INC	E	1/23/2013			999999		190.68
0805	BROADWAY ANIMAL HOSPITAL PA	E	1/23/2013			999999		577.80
0823	TOUCHTON ELECTRIC INC	E	1/23/2013			999999		327.84
0844	HY-FLO EQUIPMENT CO	E	1/23/2013			999999		576.15
0852	JEFF BROOKS	E	1/23/2013			999999		1,800.00
0953	J A SEXAUER INC	E	1/23/2013			999999		52.46
1050	KPERS	D	1/18/2013			999999		30,508.32

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1050	KPERS	D	2/01/2013			999999		29,522.94
1267	RP3 INC	E	1/23/2013			999999		1,335.00
1327	KBI	D	1/16/2013			999999		120.00
1478	KANSASLAND TIRE OF PITTSBURG	E	1/23/2013			999999		1,597.27
1490	ESTHERMAE TALENT	E	1/23/2013			999999		25.00
1631	EVERYTHING SEW SEW	E	1/23/2013			999999		132.00
1657	CRAWFORD COUNTY HEALTH DEPT	E	1/23/2013			999999		15.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	1/23/2013			999999		1,536.05
2161	RECORDED BOOKS	E	1/23/2013			999999		294.00
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	1/23/2013			999999		1,129.49
2767	BRENNTAG SOUTHWEST, INC	E	1/23/2013			999999		1,680.00
2960	PACE ANALYTICAL SERVICES INC	E	1/23/2013			999999		2,079.00
3079	COMMERCE BANK	D	1/28/2013			999999		15,200.13
3126	W.W. GRAINGER, INC	E	1/23/2013			999999		333.90
3192	MUNICIPAL CODE CORP	E	1/23/2013			999999		60.42
3248	AIRGAS USA LLC	E	1/23/2013			999999		707.13
3261	PITTSBURG AUTO GLASS	E	1/23/2013			999999		360.00
3802	BRENNTAG MID-SOUTH INC	E	1/23/2013			999999		1,401.20
3971	FASTENAL COMPANY	E	1/23/2013			999999		453.26
3972	WASHINGTON ELECTRONICS INC	E	1/23/2013			999999		1,177.15
4126	EMERGENCY MEDICAL PRODUCT INC	E	1/23/2013			999999		299.70
4133	T.H. ROGERS HOMECENTER	E	1/23/2013			999999		712.66

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4307	HENRY KRAFT, INC.	E	1/23/2013			999999		268.65
4312	GOLD MECHANICAL INC	E	1/23/2013			999999		156.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	1/23/2013			999999		1,100.72
4501	JAMES D PATTERSON	E	1/23/2013			999999		25.00
4638	SOUND PRODUCTS	E	1/23/2013			999999		46.35
5049	CRH COFFEE INC	E	1/23/2013			999999		37.90
5275	US LIME COMPANY-ST CLAIR	E	1/23/2013			999999		3,877.32
5295	SPRINGFIELD BLUEPRINT	E	1/23/2013			999999		122.40
5340	COMMERCE BANK TRUST	E	1/31/2013			999999		124,545.25
5552	NATIONAL SIGN CO INC	E	1/23/2013			999999		984.55
5635	LASER EQUIPMENT INC	E	1/23/2013			999999		84.00
5904	TASC	D	1/18/2013			999999		6,798.49
5904	TASC	D	2/01/2013			999999		6,798.49
6175	HENRY C MENGHINI	E	1/23/2013			999999		3,629.10
6203	SOUTHWEST PAPER CO INC	E	1/23/2013			999999		802.48
6262	CLEAN THE UNIFORM COMPANY	E	1/23/2013			999999		533.49
6415	ING FINANCIAL ADVISORS	D	1/18/2013			999999		3,444.00
6415	ING FINANCIAL ADVISORS	D	2/01/2013			999999		3,444.00
6495	CIVICPLUS	E	1/23/2013			999999		4,474.40
6528	GALE GROUP	E	1/23/2013			999999		546.18
6721	LLOYDS TRASH SERVICE	E	1/23/2013			999999		53.56
6772	INDUSTRIAL CRATING INC	E	1/23/2013			999999		1,670.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6962	LATHROP CONSTRUCTION, INC.	E	1/23/2013			999999		127,303.66

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	51	911,366.83	0.00	910,716.83
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	16	334,676.36	0.00	334,676.36
EFT:	85	387,889.40	4.86CR	387,884.54
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 650.00	650.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	152	1,633,282.59	4.86CR	1,633,277.73
BANK: 80144	TOTALS:	152	1,633,282.59	4.86CR	1,633,277.73

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0011	AMERICAN ELECTRIC INC	E	1/28/2013			999999		160.00
0012	ANDERSON CAR & TRACTOR CORPORA	E	1/22/2013			999999		112.46
0046	ETTINGERS OFFICE SUPPLY	E	1/22/2013			999999		2,125.65
0050	DEENA HALLACY	E	1/22/2013			999999		1,321.65
0054	JOPLIN SUPPLY COMPANY	E	2/04/2013			999999		8,094.47
0055	JOHN'S SPORT CENTER	E	2/04/2013			999999		47.98
0081	JOYE VAN GORDEN	E	1/28/2013			999999		41.91
0101	BUG-A-WAY INC	E	2/04/2013			999999		45.00
0278	LAWSON PRODUCTS INC	E	1/22/2013			999999		91.65
0317	KUNSHEK CHAT & COAL CO, INC.	E	1/28/2013			999999		32,902.66
0332	PITTCRAFT PRINTING	E	1/28/2013			999999		90.00
0339	GENERAL MACHINERY	E	2/04/2013			999999		488.96
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	1/22/2013			999999		1,856.00
0516	AMERICAN CONCRETE CO INC	E	2/04/2013			999999		1,154.00
0534	TYLER TECHNOLOGIES INC	E	1/28/2013			999999		33,404.35
0538	STEVE VANDERPOOL	E	1/28/2013			999999		85.59
0823	TOUCHTON ELECTRIC INC	E	2/04/2013			999999		131.92
0866	AVFUEL CORPORATION	E	1/22/2013			999999		28,055.60
0866	AVFUEL CORPORATION	E	1/28/2013			999999		35.00
1321	SHARP'S AUTOBODY CLINIC	E	2/04/2013			999999		840.20
1327	KBI	E	2/04/2013			999999		17,211.00
1478	KANSASLAND TIRE OF PITTSBURG	E	1/22/2013			999999		393.92

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1631	EVERYTHING SEW SEW	E	2/04/2013			999999		66.50
2134	PENELOPE W. ARMSTRONG	E	1/22/2013			999999		25.00
2226	KEY EQUIPMENT & SUPPLY CO INC	E	1/22/2013			999999		3,514.32
2921	CSG SYSTEMS INC	E	1/22/2013			999999		5,465.66
2945	GALAXIE BUSINESS EQUIPMENT, IN	E	1/28/2013			999999		10,030.00
3248	AIRGAS USA LLC	E	1/28/2013			999999		42.32
3884	MARK D. TURNBULL	E	2/04/2013			999999		353.96
4272	INTERNATIONAL CODE COUNCIL INC	E	1/22/2013			999999		50.00
4766	ACCURATE ENVIRONMENTAL	E	1/22/2013			999999		204.13
5215	B&R ELECTRIC LLC	E	1/22/2013			999999		600.00
5609	RON WHITE	E	2/04/2013			999999		175.00
5617	AMERICAN PUBLIC WORKS ASSOCIAT	E	1/22/2013			999999		169.00
5690	CORGILL CONSTRUCTION INC	E	1/28/2013			999999		41,997.19
5746	LAYNE CHRISTENSEN COMPANY	E	2/04/2013			999999		13,737.00
5800	INFRASTRUCTURE TECHNOLOGIES LL	E	1/28/2013			999999		1,500.00
5855	SHRED-IT USA INC	E	2/04/2013			999999		79.63
6117	ALEXANDER OPEN SYSTEMS INC	E	1/22/2013			999999		280.00
6117	ALEXANDER OPEN SYSTEMS INC	E	1/28/2013			999999		496.25
6247	CHRISTOPHER HATCHER	E	1/22/2013			999999		1,950.00
6309	TAMMY FRYE	E	1/28/2013			999999		400.00
6389	PROFESSIONAL TURF PRODUCTS LP	E	1/22/2013			999999		311.72
6652	JOHNNY VILELA	E	2/04/2013			999999		2,799.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6816	DEFFENBAUGH OF ARKANSAS LLC	E	1/22/2013			999999		933.74
6822	ELIZABETH BRADSHAW	E	2/04/2013			999999		114.00
6959	JERALD L STEFFENHAGEN SR	E	2/04/2013			999999		462.00
6995	SUMMER WARREN	E	2/04/2013			999999		30.00

* * 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:	48	214,651.56	175.17CR	214,476.39
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:	48	214,651.56	175.17CR	214,476.39
BANK: EFT TOTALS:	48	214,651.56	175.17CR	214,476.39

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6266	KENNETH JOSEPH BRADY	R	2/01/2013			170049		261.00
6585	CLASS HOMES 1 LLC	R	2/01/2013			170050		139.00
6168	K AND B RENTALS LLC	R	2/01/2013			170051		593.00
1601	GRAIG MOORE	R	2/01/2013			170052		453.00
6517	STACE MORRIS	R	2/01/2013			170053		673.00
1800	DAN RODABAUGH	R	2/01/2013			170054		383.00
6451	NAZAR SAMAN	R	2/01/2013			170055		910.00
4636	WESTAR ENERGY, INC. (HAP)	R	2/01/2013			170056		1,081.00
0109	RANDY VILELA TRUCKING, HAULING	E	2/05/2013			999999		434.00
0140	A&M RENTALS	E	2/05/2013			999999		1,001.00
0266	JOHN S KUTZ	E	2/05/2013			999999		107.00
0372	CONNER REALTY	E	2/05/2013			999999		346.00
0855	CHARLES HOSMAN	E	2/05/2013			999999		466.00
0969	SEK-CAP INC	E	2/05/2013			999999		988.23
1008	BENJAMIN M BEASLEY	E	2/05/2013			999999		239.00
1231	JOHN LOVELL	E	2/05/2013			999999		259.00
1609	PHILLIP H O'MALLEY	E	2/05/2013			999999		4,340.00
1638	VERNON W PEARSON	E	2/05/2013			999999		422.00
1688	DORA WARE	E	2/05/2013			999999		687.00
1961	DUSTIN D MAJOR	E	2/05/2013			999999		89.00
1982	KENNETH STOTTS	E	2/05/2013			999999		3,922.00
1985	RICK A MOORE	E	2/05/2013			999999		771.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2304	DENNIS HELMS	E	2/05/2013			999999		481.00
2339	CHRIS WINDSOR	E	2/05/2013			999999		154.00
2398	WILLIAM E SAMSON	E	2/05/2013			999999		296.00
2542	CHARLES YOST	E	2/05/2013			999999		1,519.00
2624	JAMES ZIMMERMAN	E	2/05/2013			999999		1,449.00
2718	KENNETH B DUTTON	E	2/05/2013			999999		269.00
2850	VENITA STOTTS	E	2/05/2013			999999		446.00
2913	KENNETH N STOTTS JR	E	2/05/2013			999999		259.00
3002	BARBARA MINGORI	E	2/05/2013			999999		428.00
3067	STEVE BITNER	E	2/05/2013			999999		5,078.00
3082	JOHN R JONES	E	2/05/2013			999999		235.00
3114	PATRICIA BURLESON	E	2/05/2013			999999		1,284.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	2/05/2013			999999		432.00
3193	WILLIAM CROZIER	E	2/05/2013			999999		2,518.00
3218	CHERYL L BROOKS	E	2/05/2013			999999		450.00
3252	LINDA S LLOYD	E	2/05/2013			999999		196.00
3272	DUNCAN HOUSING LLC	E	2/05/2013			999999		6,981.00
3273	RICHARD F THENIKL	E	2/05/2013			999999		1,451.00
3294	JOHN R SMITH	E	2/05/2013			999999		579.00
3593	REMINGTON SQUARE	E	2/05/2013			999999		7,361.00
3668	MID AMERICA PROPERTIES OF PITT	E	2/05/2013			999999		2,581.00
3708	GILMORE BROTHERS RENTALS	E	2/05/2013			999999		68.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 1/16/2013 THRU 2/05/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3724	YVONNE L. ZORNES	E	2/05/2013			999999		655.00
3746	JAROLD BONBRAKE	E	2/05/2013			999999		318.00
3821	JAMES T BLANCHO	E	2/05/2013			999999		375.00
3978	TBSW HOLDINGS, LLC	E	2/05/2013			999999		193.00
4054	MICHAEL A SMITH	E	2/05/2013			999999		156.00
4154	JOSEPH L. BOURNONVILLE	E	2/05/2013			999999		452.00
4218	MEADOWLARK TOWNHOUSES	E	2/05/2013			999999		1,926.00
4492	PITTSBURG SENIORS	E	2/05/2013			999999		4,290.00
4546	C & M PROPERTIES LLC	E	2/05/2013			999999		81.00
4564	TERRY L SIMPSON	E	2/05/2013			999999		389.00
4752	S & N MANAGEMENT, LLC	E	2/05/2013			999999		713.00
4786	JENNIFER STANLEY	E	2/05/2013			999999		307.00
4828	LINDA G MARTINSON	E	2/05/2013			999999		142.00
4928	PITTSBURG STATE UNIVERSITY	E	2/05/2013			999999		1,380.00
5035	ZACK QUIER	E	2/05/2013			999999		476.00
5039	VANETA MATHIS	E	2/05/2013			999999		273.00
5393	CARLOS ANGELES	E	2/05/2013			999999		690.00
5508	BUTLER RENTALS INC	E	2/05/2013			999999		103.00
5549	DELBERT BAIR	E	2/05/2013			999999		266.00
5583	ROBERT L NANKIVELL SR	E	2/05/2013			999999		95.00
5653	PEGGY HUNT	E	2/05/2013			999999		228.00
5656	EARL HARTMAN	E	2/05/2013			999999		434.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5658	DEANNA J HIGGINS	E	2/05/2013			999999		163.00
5660	HERBERT WARING	E	2/05/2013			999999		170.00
5676	BARBARA TODD	E	2/05/2013			999999		267.00
5817	JAMA ENTERPRISES LLP	E	2/05/2013			999999		253.00
5834	DENNIS TROUT	E	2/05/2013			999999		365.00
5854	ANTHONY A SNYDER	E	2/05/2013			999999		267.00
5875	BRIAN WARE	E	2/05/2013			999999		450.00
5885	CHARLES T GRAVER	E	2/05/2013			999999		500.00
5896	HORIZON INVESTMENTS GROUP INC	E	2/05/2013			999999		550.00
5906	JOHN HINRICHS	E	2/05/2013			999999		193.00
5939	EDNA R TRENT	E	2/05/2013			999999		215.00
5961	LARRY VANBECELAERE	E	2/05/2013			999999		540.00
6002	SALLY THRELFALL	E	2/05/2013			999999		333.00
6032	TIM J. RIDGWAY	E	2/05/2013			999999		1,379.00
6073	REBECCA FOSTER	E	2/05/2013			999999		225.00
6090	RANDAL BENNEFELD	E	2/05/2013			999999		625.00
6108	TILDEN BURNS	E	2/05/2013			999999		266.00
6130	T & K RENTALS LLC	E	2/05/2013			999999		1,348.00
6150	JAMES L COX	E	2/05/2013			999999		354.00
6155	HOUSING AUTHORITY OF DEKALB CO	E	2/05/2013			999999		1,067.80
6161	MICHAEL J STOTTS	E	2/05/2013			999999		162.00
6172	ANDREW A WACHTER	E	2/05/2013			999999		714.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6186	TROY ROSENSTIEL	E	2/05/2013			999999		509.00
6284	FRED TWEET	E	2/05/2013			999999		271.00
6294	RONALD E WUERDEMAN	E	2/05/2013			999999		197.00
6295	DAVID L PETERSON	E	2/05/2013			999999		675.00
6298	KEVAN L SCHUPBACH	E	2/05/2013			999999		5,972.00
6306	BALKANS DEVELOPMENT LLC	E	2/05/2013			999999		352.00
6314	PARKVIEW HOUSING INC	E	2/05/2013			999999		550.00
6317	RONALD L EMERSON	E	2/05/2013			999999		167.00
6322	R JAMES BISHOP	E	2/05/2013			999999		371.00
6380	WAYNE E THOMPSON	E	2/05/2013			999999		577.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	2/05/2013			999999		4,152.00
6441	HEATHER D MASON	E	2/05/2013			999999		276.00
6442	MELISSA BERMAN	E	2/05/2013			999999		525.00
6443	MEDICALODGES INC	E	2/05/2013			999999		149.00
6446	HUTCHINS RENTAL TRUST ACCOUNT	E	2/05/2013			999999		165.00
6464	CBM REAL ESTATE GROUP LLC	E	2/05/2013			999999		525.00
6507	MARTHA E MOORE	E	2/05/2013			999999		274.00
6628	SEAN HALL	E	2/05/2013			999999		400.00
6633	CHRISTINA OBERLE	E	2/05/2013			999999		82.00
6647	MICHAEL A SMITH	E	2/05/2013			999999		648.00
6657	OZARKS AREA COMMUNITY ACTION C	E	2/05/2013			999999		455.10
6673	JUDITH A COLLINS	E	2/05/2013			999999		20.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 1/16/2013 THRU 2/05/2013

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6708	CHARLES MERTZ	E	2/05/2013			999999		437.00
6726	JEPSON HOLDINGS LLC	E	2/05/2013			999999		71.00
6763	BRETT A WARY	E	2/05/2013			999999		581.00
6799	KEVIN KITTERMAN	E	2/05/2013			999999		575.00
6803	MIKE GARRETT RENTALS LLC	E	2/05/2013			999999		309.00
6868	DAVID SIMPSON (308)	E	2/05/2013			999999		442.00
6886	DELBERT BAIR	E	2/05/2013			999999		404.00
6905	JENNIFER M TRISLER	E	2/05/2013			999999		348.00
6908	BRANDON DEMO	E	2/05/2013			999999		248.00
6916	STILWELL HERITAGE & EDUCATIONA	E	2/05/2013			999999		6,160.39
6945	JAMES M KUKOVICH	E	2/05/2013			999999		491.00
6966	CHARLOTTE BURGESS	E	2/05/2013			999999		516.00
6971	PAMELA BEER	E	2/05/2013			999999		412.00
6972	TAVARRA HORN	E	2/05/2013			999999		15.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8	4,493.00	0.00	4,493.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	116	101,256.52	0.00	101,256.52
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	105,749.52	0.00	105,749.52
BANK: HAP	TOTALS:		124	105,749.52	0.00	105,749.52
REPORT TOTALS:			326	1,953,683.67	180.03CR	1,953,503.64

Passed and approved this 12th day of January, 2013.

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: TROY GRAHAM
Assistant Director of Public Works

DATE: February 5, 2013

SUBJECT: Agenda Item – February 12, 2013
Recommendation of the Planning and Zoning Commission
Plat – Lincoln Square

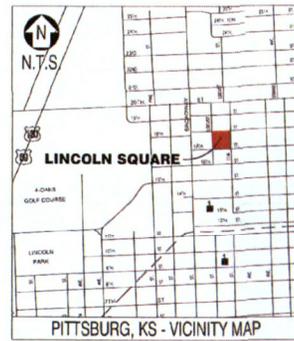
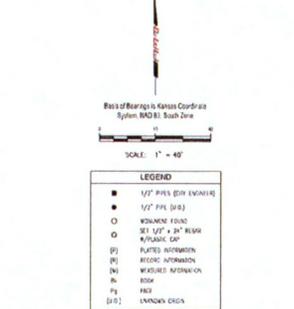
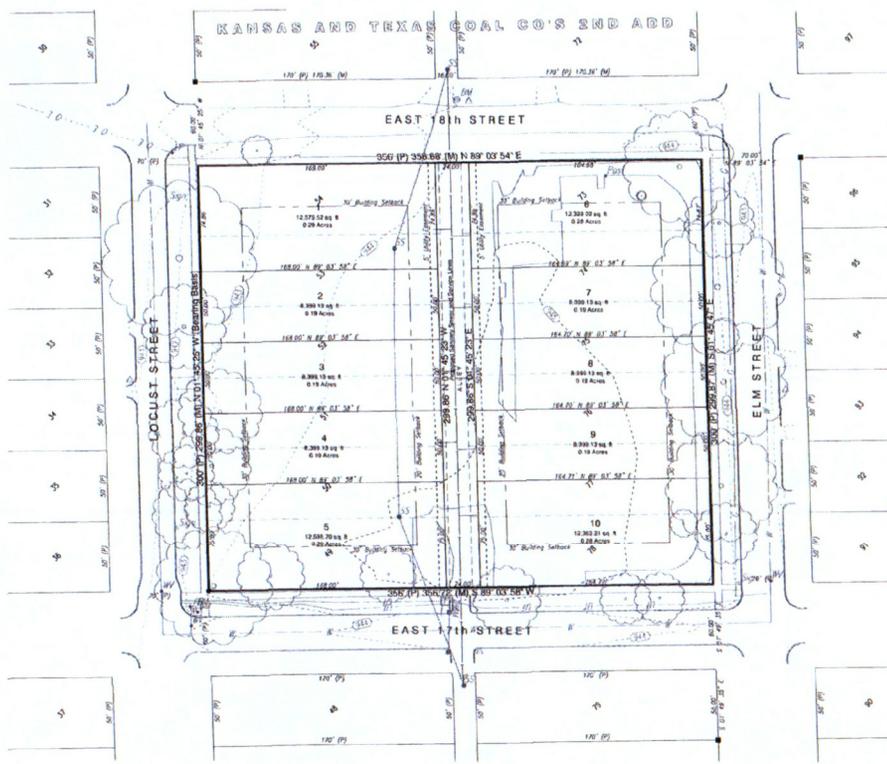
The Planning and Zoning Commission, in its meeting of January 28th, 2013, reviewed a preliminary plat and a final plat of Lincoln Square located at 17th and Locust. This plat is the replat of Lots 49 thru 54 and Lots 73 thru 78 of the Kansas and Texas Coal Co.'s 2nd Addition. The City of Pittsburg will be developing the area south and east of the 17th and Locust intersection as the new Lincoln Square development. This is the site of the former Lincoln School and later The Center. The new plat will have 10 lots and will include rerouting of the existing sanitary sewer to accommodate the new houses.

After reviewing the plat, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **approval** of this plat. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 12th, 2013. Action necessary will be approval or disapproval of the plat and, if approved, authorize the Mayor and City Clerk to sign on behalf of the City of Pittsburg.

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

cc: Preliminary Plat and Final Plat

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



LAND SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF KANSAS, DO HEREBY CERTIFY THAT THE FOLLOWING DESCRIBED TRACT OF LAND WAS SURVEYED ON JANUARY 3, 2013 AND THE ACCOMPANYING PLAT, "LINCOLN SQUARE," WAS PREPARED AND THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LOTS 49 THROUGH 54 AND 73 THROUGH 78 INCLUSIVE, IN "KANSAS AND TEXAS COAL COMPANY'S 2ND ADDITION TO THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS," ACCORDING TO THE RECORDED PLAT THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A 1.07" PIPE FOUND AT THE SOUTHWEST CORNER OF LOT 49 OF SAID KANSAS AND TEXAS COAL COMPANY'S 2ND ADDITION, THENCE NORTH 61 DEGREE 45 MINUTES 23 SECONDS WEST (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM AND 43 SOUTH ZONE) ALONG THE WEST LINE OF LOTS 49 THROUGH 54 A DISTANCE OF 209.86 FEET TO THE NORTHWEST CORNER OF SAID LOT 54; THENCE NORTH 89 DEGREES 03 MINUTES 54 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 54 AND LOT 73 A DISTANCE OF 356.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 73; THENCE SOUTH 01 DEGREE 45 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF LOTS 73 THROUGH 78 A DISTANCE OF 299.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 78; THENCE SOUTH 89 DEGREES 03 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 78 AND LOT 49 A DISTANCE OF 356.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.46 ACRES.

PLAT CLOSURE - 1234558

ALL PUBLIC EASEMENTS LYING WITHIN THE ABOVE DESCRIBED TRACT OF LAND ARE HEREBY WIDENED AND REPLATED BY VIRTUE OF KSA 17-1312(b) AMENDED.

DAVID J. ROSSIGNOL, P.E., NO. 12405
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
104 SOUTH PINE, PITTSBURG, KS 66302
PHONE: (816) 233-0195

SURVEY REVIEW CERTIFICATION

THIS SURVEY HAS BEEN REVIEWED AND APPROVED FOR FILING, PURSUANT TO K.S.A. 28-2005 FOR CONTENT ONLY AND IS IN COMPLIANCE WITH THIS ACT. NO OTHER WARRANTIES ARE EXTENDED OR IMPLIED.

DATED _____, 2013.

RONALD W. ALBERINK, P.L.S. #23

PLAT DEDICATION

STATE OF KANSAS)
COUNTY OF CRAWFORD) SS
CITY OF PITTSBURG)

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE CITY OF PITTSBURG, KANSAS, A MUNICIPAL CORPORATION, PITTSBURG, KANSAS, THE UNDERSIGNED PROPERTY OWNERS OF THE LAND AS SET FORTH IN THE LAND SURVEYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATED INTO LOTS AND BLOCKS AS SHOWN; THE SAME TO BE KNOWN AS LINCOLN SQUARE, AN ADDITION TO PITTSBURG, CRAWFORD COUNTY, KANSAS. RIGHT OF WAY FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC STREETS AND UTILITIES ARE HEREBY GRANTED TO THE PUBLIC. EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES ARE HEREBY GRANTED TO THE PUBLIC. EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC SIDEWALKS ARE HEREBY GRANTED TO THE PUBLIC.

JOHN KETTERMAN, MAYOR OF THE CITY OF PITTSBURG
201 WEST 4TH STREET
PITTSBURG, KS 66302

ATTEST:

TAMMY WAGEL, CITY CLERK

STATE OF KANSAS)
COUNTY OF CRAWFORD) SS
CITY OF PITTSBURG)

BE IT REMEMBERED THAT ON 03 _____, 2013, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE OF KANSAS, JOHN KETTERMAN, THE MAYOR OF THE CITY OF PITTSBURG, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND HEY KNOWLEDGED THE EXECUTION OF THE SAME IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL, THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

CERTIFICATE OF TITLE

THIS PLAT HAS BEEN SUBMITTED TO ME AND THE SUBSCRIBERS, THE CITY OF PITTSBURG, KANSAS OWN ALL OF THE PROPERTY WITH THE PLAT IN FEE.
DATED _____, 2013.

CITY ATTORNEY

COUNTY TREASURER CERTIFICATE

STATE OF KANSAS)
COUNTY OF CRAWFORD) SS
CITY OF PITTSBURG)

I DO HEREBY CERTIFY THAT AT THE DATE OF THIS CERTIFICATE ALL CURRENTLY DUE AND OWNING TAXES AND SPECIAL ASSESSMENTS OF ANY KIND ASSESSED AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT HAVE BEEN PAID.

DATED _____, 2013.

JOE CRISLANDO, COUNTY TREASURER

PLANNING AGENCY CERTIFICATE

I, _____ CHAIRMAN OF THE CITY PLANNING AND ZONING COMMISSION OF PITTSBURG, KANSAS DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS DULY APPROVED BY THE CITY PLANNING AND ZONING COMMISSION OF PITTSBURG, KANSAS.
DATED _____, 2013.

CHAIRMAN

CITY COMMISSION CERTIFICATE

STATE OF KANSAS)
COUNTY OF CRAWFORD) SS
CITY OF PITTSBURG)

THIS PLAT AND ALL DEDICATIONS SHOWN HEREON IS APPROVED AND IS HEREBY ACCEPTED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS, DATED _____, 2013.

ATTEST:
JOHN KETTERMAN, MAYOR

TAMMY WAGEL, CITY CLERK

CITY ENGINEERING CERTIFICATE

THE CITY ENGINEERING DEPARTMENT OF PITTSBURG, KANSAS HAS REVIEWED AND APPROVED THIS PLAT AND ALL PLANS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (WATER, SANITARY SEWER, DRAINAGE, STREETS AND THOROUGHFARES) AND ALL APPURTENANCES THEREOF FOR COMPLIANCE TO THE STANDARDS OF THE CITY OF PITTSBURG, KANSAS.
DATED _____, 2013.

CITY ENGINEER

ENGINE RECORD

STATE OF KANSAS)
COUNTY OF CRAWFORD) SS
CITY OF PITTSBURG)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE CRAWFORD COUNTY REGISTER OF DEEDS ON THIS _____ DAY OF _____, 2013, AT _____ O'CLOCK A.M./P.M. AND IS DULY RECORDED IN BOOK _____ OF PLATS AT PAGE _____.

REGISTER OF DEEDS

SURVEY NOTES

NO FENCES SHALL ENCRUMB UPON UTILITY OF DRAINAGE EASEMENTS.

RESTRICTIVE COVENANTS FILED IN BOOK _____ PAGE _____.

THE RECORD PLAT OF KANSAS AND TEXAS COAL COMPANY'S 2ND ADDITION AND RECORD SURVEYS FROM THE CITY ENGINEERS OFFICE WERE USED TO CONDUCT THIS SURVEY.

RECORD DEED - CORPORATION WARRANTY DEED IN BOOK 582 PAGE 782

BEARINGS ARE BASED ON THE WEST LINE OF THE LOTS 49 THROUGH 54 BEING N 01°45'21" W PER THE KANSAS COORDINATE SYSTEM NAD 1983 SOUTH ZONE.

ALL DISTANCES ARE MEASURED UNLESS NOTED OTHERWISE.

BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY DOES NOT LIE WITHIN A DESIGNATED FLOOD ZONE, PER F.E.M.A. FIRM COMMUNITY PANEL NUMBER 20013C 0337E, DATED APRIL 16, 2009.

VERTICAL DATUM IS NAVD 88 BASED ON NGS MONUMENT "PITTSBURG" HAVING AN ELEVATION OF 94.33. SUE BENCHMARK IS A CHISELED SQUARE IN THE NORTHWEST CORNER OF THE INTERSECTION OF 17th STREET AND LOCUST STREET WITH AN ELEVATION OF 94.51.

City of Pittsburg
Crawford County, Kansas

PRELIMINARY PLAT OF "LINCOLN SQUARE"

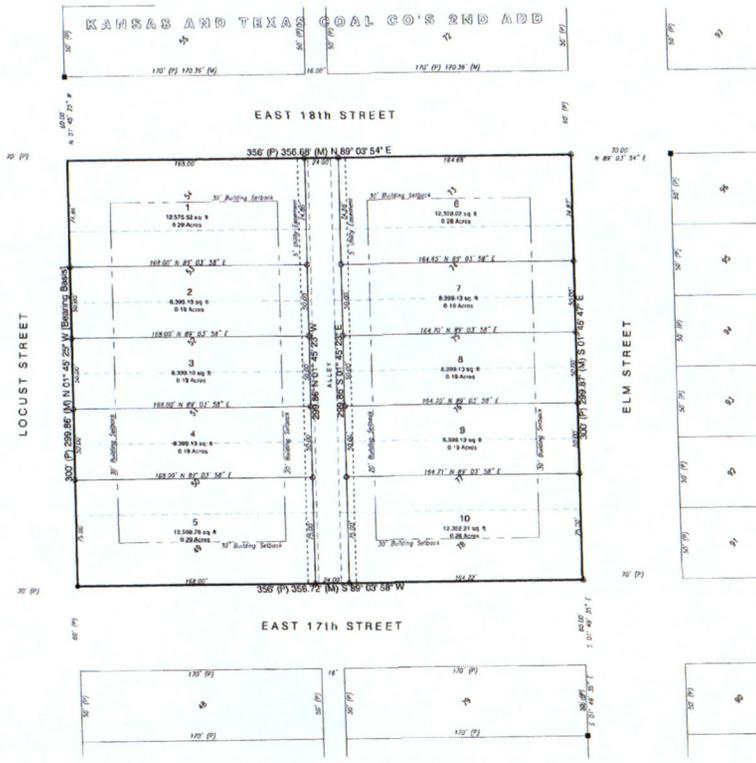
A REPLAT OF LOTS 49 THRU 54 & 73 THRU 78
OF KANSAS AND TEXAS COAL COMPANY'S 2ND ADDITION

PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
104 SOUTH PINE, PITTSBURG, KS 66302
816-233-0195 www.pec1.com

Checked by: DWT	Date: January 18, 2013	SH: 1 of 1
Drawn by: DWT	Job No. 12851	

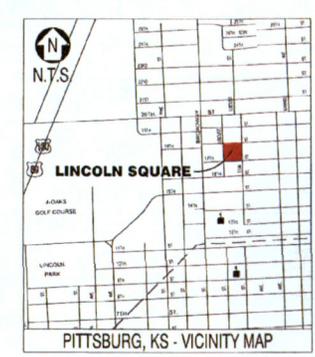
LINCOLN SQUARE
A REPLAT OF LOTS 49 THRU 54 AND LOTS 73 THRU 78

KANSAS AND TEXAS COAL CORP 2ND ADD



LEGEND

- 1/2" PINS (BY ENGINEER)
- 1/2" PIN (L.S.)
- MONUMENT FOUND
- 3/4" x 2 1/2" x 2 1/2" WOOD
- METAL MARK
- PLATED IRON/STEEL
- RECORDED INFORMATION
- UNRECORDED INFORMATION
- BOOK
- PAGE
- (S-2) UNKNOWN DATA



LAND SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF KANSAS, DO HEREBY CERTIFY THAT THE FOLLOWING DESCRIBED TRACT OF LAND WAS SURVEYED ON JANUARY 3, 2013 AND THE ACCOMPANYING PLAT, "LINCOLN SQUARE" WAS PREPARED AND THAT ALL THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LOTS 49 THROUGH 54 AND 73 THROUGH 78 INCLUSIVE, IN KANSAS AND TEXAS COAL COMPANY'S 2ND ADDITION TO THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING: AS A 1/2" PIPE FOUND AT THE SOUTHWEST CORNER OF LOT 49 OF SAID KANSAS AND TEXAS COAL COMPANY'S 2ND ADDITION, THENCE NORTH 01 DEGREE 45 MINUTES 23 SECONDS WEST (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM AND 83 SOUTH ZONE) ALONG THE WEST LINE OF LOTS 49 THROUGH 54 A DISTANCE OF 299.88 FEET TO THE NORTHWEST CORNER OF SAID LOT 54; THENCE NORTH 89 DEGREES 03 MINUTES 54 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 54 AND LOT 73 A DISTANCE OF 156.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 73; THENCE SOUTH 01 DEGREE 45 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF LOTS 73 THROUGH 78 A DISTANCE OF 298.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 78; THENCE SOUTH 89 DEGREES 03 MINUTES 58 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 78 AND LOT 49 A DISTANCE OF 356.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.46 ACRES.

PLAT CLOSURE - 1234.558

ALL PUBLIC EASEMENTS (LINC WITHIN THE ABOVE DESCRIBED TRACT OF LAND ARE HEREBY WICHAED AND REPLATED BY VIRTUE OF KSA 12-312(a) AMENDED.

DAVID J. ROBINSON, P.E., NO. 7100
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
164 SOUTH PINE, PITTSBURG, KS 66702
PHONE: (620) 233-0185

SURVEY REVIEW CERTIFICATION

THIS SURVEY HAS BEEN REVIEWED AND APPROVED FOR FILING, PURSUANT TO K.S.A. 58-2005 FOR CONTENT ONLY AND IS IN COMPLIANCE WITH THIS ACT. NO OTHER INFORMATION IS EXTENDED OR IMPLIED.

DATED: 2013

RONALD K. ALBERTINI, P.E. BOE

PLAT DEDICATION

STATE OF KANSAS)
COUNTY OF CRAWFORD) 55
CITY OF PITTSBURG)

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE CITY OF PITTSBURG, KANSAS, A MUNICIPAL CORPORATION, PITTSBURG, KANSAS, THE UNDERSIGNED PROPERTY OWNERS OF THE LAND AS SET FORTH IN THE LAND SURVEYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATED INTO LOTS AND BLOCKS AS SHOWN. THE SAME TO BE KNOWN AS LINCOLN SQUARE, AN ADDITION TO PITTSBURG, CRAWFORD COUNTY, KANSAS. RIGHT OF WAY FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC STREETS AND UTILITIES ARE HEREBY GRANTED TO THE PUBLIC. EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES ARE HEREBY GRANTED TO THE PUBLIC. EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC SIDEWALKS ARE HEREBY GRANTED TO THE PUBLIC.

JOHN KETTERMAN, MAYOR OF THE CITY OF PITTSBURG
201 WEST 4TH STREET
PITTSBURG, KS 66702

ATTEST:

TAMMY WAGEL, CITY CLERK

STATE OF KANSAS)
COUNTY OF CRAWFORD) 55
CITY OF PITTSBURG)

BE IT REMEMBERED THAT ON _____, 2013, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, JOHN KETTERMAN, THE MAYOR OF THE CITY OF PITTSBURG, TO BE PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND DULY ACKNOWLEDGED THE EXECUTION OF THE SAME IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND AFFIXED MY SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

CERTIFICATE OF TITLE

THIS PLAT HAS BEEN SUBMITTED TO ME AND THE SUBDIVIDERS, THE CITY OF PITTSBURG, KANSAS OWN ALL OF THE PROPERTY WITH THE PLAT IN FILE.
DATED: 2013

CITY ATTORNEY

COUNTY TREASURER CERTIFICATE

STATE OF KANSAS)
COUNTY OF CRAWFORD) 55
CITY OF PITTSBURG)

I DO HEREBY CERTIFY THAT AT THE DATE OF THIS CERTIFICATE ALL CURRENTLY DUE AND OWING TAXES AND SPECIAL ASSESSMENTS OF ANY KIND ASSESSED AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT HAVE BEEN PAID.
DATED: 2013

JOE CROSBY, COUNTY TREASURER

PLANNING AGENCY CERTIFICATE

I, CHAIRMAN OF THE CITY PLANNING AND ZONING COMMISSION OF PITTSBURG, KANSAS DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS DULY APPROVED BY THE CITY PLANNING AND ZONING COMMISSION OF PITTSBURG, KANSAS.
DATED: 2013

CHAIRMAN

CITY COMMISSION CERTIFICATE

STATE OF KANSAS)
COUNTY OF CRAWFORD) 55
CITY OF PITTSBURG)

THIS PLAT AND ALL DEDICATIONS SHOWN HEREON IS APPROVED AND IS HEREBY ACCEPTED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS DATED: 2013.

ATTEST:

JOHN KETTERMAN, MAYOR TAMMY WAGEL, CITY CLERK

CITY ENGINEERING CERTIFICATE

THE CITY ENGINEERING DEPARTMENT OF PITTSBURG, KANSAS HAS REVIEWED AND APPROVED THIS PLAT AND ALL PLANS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (WATER, SANITARY SEWER, DRAINAGE, STREETS AND TRUNKLINES) AND ALL APPLICANCES THEREIN FOR COMPLIANCE TO THE STANDARDS OF THE CITY OF PITTSBURG, KANSAS.
DATED: 2013

CITY ENGINEER

FILING RECORD

STATE OF KANSAS)
COUNTY OF CRAWFORD) 55
CITY OF PITTSBURG)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE CRAWFORD COUNTY REGISTER OF DEEDS ON THIS _____ DAY OF _____, 2013, AT _____ O'CLOCK A.M./P.M. AND IS DULY RECORDED IN BOOK _____ OF PLATS AT PAGE _____.

REGISTER OF DEEDS

SURVEY NOTES

NO FENCES SHALL ENCRUMB UPON UTILITY OR DRAINAGE EASEMENTS.

RESTRICTIVE COVENANTS FILED IN BOOK _____ PAGE _____

THE RECORD PLAT OF KANSAS AND TEXAS COAL COMPANY'S 2ND ADDITION AND RECORD SURVEYS FROM THE CITY ENGINEERS OFFICE WERE USED TO CONDUCT THIS SURVEY.

RECORD DEED - CORPORATION WARRANTY DEED IN BOOK 592 PAGE 782

BEARINGS ARE BASED ON THE WEST LINE OF THE LOTS 49 THROUGH 54 BEING N 01°43'23" W PER THE KANSAS COORDINATE SYSTEM AND 1983 SOUTH ZONE.

ALL DISTANCES ARE MEASURED UNLESS NOTED OTHERWISE

BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY DOES NOT LIE WITHIN A DESIGNATED FLOOD ZONE, PER FEMA FIRM COMMUNITY PANEL NUMBER 20012C 0337E, DATED APRIL 16, 2008.

VERTICAL DATUM IS NAVD 88 BASED ON ACS MONUMENT "PITTSBURG" HAVING AN ELEVATION OF 941.33. SITE BENCHMARK IS A CHIPPED SQUARE IN THE NORTHWEST CORNER OF THE WATER METER WELL AT THE NORTHEAST CORNER OF THE INTERSECTION OF 17th STREET AND LOCUST STREET WITH AN ELEVATION OF 941.51.

City of Pittsburg
Crawford County, Kansas
"LINCOLN SQUARE"

A REPLAT OF LOTS 49 THRU 54 & 73 THRU 78
OF KANSAS AND TEXAS COAL COMPANY'S 2ND ADDITION.

PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
100 SOUTH PINE, PITTSBURG, KS 66702
620-233-0185 www.pecjct.com

Checked by: DJR	Date: January 18, 2013	Sheet: 1 of 1
Drawn by: DJW	Job No: 1251	

DATE PLOTTED: 1/18/2013 10:58 AM
 PLOT SCALE: 1"=40'
 PLOT SIZE: 11.00" X 17.00"
 PLOT NUMBER: 1
 PLOT TITLE: LINCOLN SQUARE



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: TROY GRAHAM
Assistant Director of Public Works

DATE: February 5, 2013

SUBJECT: Agenda Item – February 12, 2013
Recommendation of Planning and Zoning Commission
Conditional Use Request
Church Related Accessory Parking Lot

The Planning and Zoning Commission, in its meeting of January 28th, 2013, considered a request submitted by Mark Lehman on behalf of Family Life Assembly of God Church for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow a church related accessory parking lot to be located at the northeast corner of the intersection of 13th and Rouse. A Conditional Use will be required for this parking lot due to its location in an area that is currently zoned R-1B Single Family Residential. The property is currently a vacant lot directly north and across the street from the church.

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

1. CHARACTER OF THE NEIGHBORHOOD.
This area is located on North Rouse in a mostly residential neighborhood. The property lies directly north and across the street from the Family Life Assembly of God Church.
2. ZONING AND USES OF NEARBY PROPERTIES.
Properties directly west of this lot on the west side of Rouse Street are zoned R1-C Single Family Residential and properties adjoining this lot are zoned R1-B Single Family Residential.

MEMO TO: DARON HALL
FEBRUARY 5, 2013
PAGE TWO

3. SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT IS BEING CONSIDERED.
This property would be similar in use to the Family Life Assembly of God Church which is located to the south and across the street.
4. LENGTH OF TIME THE SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED.
Property is currently vacant and has been estimated to be vacant for at least 10 years.
5. THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT THE NEARBY PROPERTY.
The effect should be minimal with the location of the church currently in this neighborhood. Granting of a Conditional Use could allow others to apply for similar uses in other areas.
6. RELATIVE PAIN TO PUBLIC HEALTH, SAFETY AND WELFARE.
Health, safety and welfare should not be affected.
7. RECOMMENDATION OF PROFESSIONAL STAFF.
APPROVE
8. CONFORMANCE TO MASTER PLAN.
While the future use of this property is not addressed in the Comprehensive Plan, it does show it to be in an area of mixed uses currently in place.

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, February 12, 2013. Action necessary will be to approve or deny the recommendation of the Planning and Zoning Commission. 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.

Attachment: Map

**FAMILY LIFE ASSEMBLY OF GOD PARKING
CONDITIONAL USE**



**NEW PARKING LOT
LOCATION**

**CURRENT LOCATION
CHURCH**

1105 E 13TH

1108 E 13TH

1234 N ROUSE

12?? E 12TH

1104 N ROUSE

1102 N ROUSE

1010 N ROUSE

10?? N ROUSE

10?? N ROUSE

1011 N FAIRVIEW

1012 N FAIRVIEW

1103 E 10TH

1106 E 10TH

1107 E 10TH

1109 E 10TH

1113 E 10TH

1115 E 10TH

1203 E 10TH

1205 E 10TH

1023 E 14TH

1017 E 14TH

1114 E 14TH

1126 E 14TH

1210 E 14TH

1220 E 14TH

1011 E 14TH

1021 E 14TH

1300 N ROUSE

1308 N ROUSE

1306 N ROUSE

1107 E 13TH

1027 E 13TH

1131 E 13TH

1011 E 14TH

1021 E 13TH

1023 E 13TH

1029 E 13TH

1020 E 13TH

1024 E 13TH

1028 E 13TH

1020 E 13TH

1025 E 11TH

1103 N ROUSE

1025 E 11TH

1022 E 11TH

1026 E 11TH

1028 E 11TH

1017 E 10TH

1023 E 10TH

1103 E 10TH

1106 E 10TH

1107 E 10TH

1109 E 10TH

1113 E 10TH

1115 E 10TH

1203 E 10TH

1205 E 10TH



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: TROY GRAHAM
Assistant Director of Public Works

DATE: February 6, 2013

SUBJECT: Agenda Item – February 12, 2013
KDOT Grant Resolution Colonial Fox Theater

The Colonial Fox Foundation has approached the City of Pittsburg in regards to gaining their support for their upcoming KDOT Reimbursement Grant Application. The Colonial Fox has put together a grant application similar to the City's grant for our East/West Connector Trail to help in the rebuilding of the Colonial Fox Theater. In order for the Colonial Foundation to apply for a KDOT grant, they must have support from a local government entity. KDOT has created a Transportation Enhancement Program to use federal funding for a few select types of non-traditional transportation project. These projects include categories which include Historic, Scenic & Environmental, and Bicycle & Pedestrian. The Colonial Fox Foundation is looking at applying for a grant to help in finishing the construction and revamping to their building utilizing the "Historic" category

The Colonial Fox Foundation is requesting the adoption of the attached Resolution, which will accompany the application for KDOT's Transportation Enhancement Program.

RESOLUTION OF SUPPORT

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF PITTSBURG TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ENHANCEMENT FUNDS SET FORTH BY THE FEDERAL TRANSPORTATION EQUITY ACT FOR THE 21ST CENTURY FOR THE COLONIAL FOX PROJECT IN PITTSBURG, KANSAS AND AUTHORIZING THE MAYOR TO SIGN THE APPLICATION.

WHEREAS, the City of Pittsburg, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of federal aid to public agencies; and

WHEREAS, the City of Pittsburg, Kansas, desires to submit an application to the Kansas Department of Transportation for transportation enhancement program funds set forth by the Federal Transportation Equity Act for the 21st Century; and

WHEREAS, the City of Pittsburg, Kansas, is participating in the Kansas Department of Transportation's Transportation Enhancement Program set forth by the Federal Transportation Equity Act for the 21st Century; and

WHEREAS, Federal monies are available under a transportation enhancement program set forth by the Federal Transportation Equity Act for the 21st Century, administered by the State of Kansas, Department of Transportation, for the purpose of Historic, Scenic and Environmental, and Pedestrian and Bicycle projects; and

WHEREAS, After appropriate public input and due consideration, the Governing Body of City of Pittsburg, Kansas has recommended that an application be submitted to the State of Kansas for the Colonial Fox Project.

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

SECTION 1. That the City of Pittsburg, Kansas does hereby authorize the City Manager to submit an application to the Kansas Department of Transportation for transportation enhancement program funds set forth by the Federal Transportation Equity Act for the 21st Century on behalf of the citizens of City of Pittsburg, Kansas.

SECTION 2. That the City of Pittsburg, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the construction of the Colonial Fox project is available.

SECTION 3. That the City of Pittsburg, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the operation and maintenance of the Colonial Fox project will be available for the life of the project.

SECTION 4. That the City of Pittsburg, Kansas, hereby assures the Kansas Department of Transportation that the City of Pittsburg, Kansas, will have title or permanent easement to the Colonial Fox project by the time of project letting.

SECTION 5. That the City Manager of the City of Pittsburg, Kansas, is authorized to sign the application to the Kansas Department of Transportation for transportation enhancement program funds set forth by the Federal Transportation Equity Act for the 21st Century on behalf of the citizens of City of Pittsburg, Kansas. The City Manager is also authorized to submit additional information as may be required and act as the official representative of the City of Pittsburg in this and subsequent related activities.

SECTION 6. That the City of Pittsburg, Kansas, hereby assures the Kansas Department of Transportation that the City of Pittsburg, Kansas, is willing and able to, if the Colonial Fox project is selected for funding, administer the designing, letting and construction of the Colonial Fox project.

ADOPTED AND PASSED by the Governing Body of the City of Pittsburg, Kansas, this 12th day of February, 2013.

MAYOR – John Ketterman

ATTEST:

CITY CLERK – Tammy Nagel

(Seal)



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: February 5, 2013

SUBJECT: Agenda Item – February 12, 2013
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, 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 Pittsburg City Code Sections 18-131, 18-132, 18-133, 18-134, 18-135, 18-136, 18-137, 18-138, 18-139, 18-140, 18-141, 18-142, 18-143, 18-144 and 18-145.

A town meeting on the IPMC was held on November 15th, 2012. It resulted in questions about the difference from our current Housing Standards and where a copy of the IPMC could be obtained or viewed. A comparison chart and copies of the IPMC were available at this meeting for review. The chart had both examples of what was similar and what was different between the two codes. The staff tried to explain that despite the similarities, there were only two main differences between the two. First, the IPMC addresses not only residential properties, but commercial as well. Also, the IPMC addresses how the exterior of a building is to be maintained. The current Housing Standards do not. This provision in the IPMC is called "Protective Treatment". The staff has provided a link to the ICC site and the 2012 IPMC, which is located on the City's website under DEPARTMENT-PUBLIC WORKS-CODES ENFORCEMENT. A copy of the IPMC is also available for review in the Codes Enforcement Office.

MEMO TO: DARON HALL
FEBRUARY 5, 2013
PAGE TWO

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 12th, 2013. 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

(Published in The Morning Sun on _____, 2013)

ORDINANCE NO. G-1173

AN ORDINANCE establishing a new Article V in Chapter 18 of the Pittsburg City Code and repealing 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, 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 Pittsburg City Code Sections 18-131, 18-132, 18-133, 18-134, 18-135, 18-136, 18-137, 18-138, 18-139, 18-140, 18-141, 18-142, 18-143, 18-144, and 18-145.

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 repealed.

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 (I.P.M.C.), 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 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 deputies. 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 jurisdiction until the final termination of the proceedings. The code official

any subordinate shall not be liable for costs in any action, suit or proceeding instituted for the good faith discharge of duties under the provisions of this code.

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

Sec. 18-135. Section 106 Amended.

Section 106 of the 2012 Edition of the International Property Maintenance Code is hereby amended to read as follows:

SECTION 106 VIOLATIONS

[A] 106.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[A] 106.2 Notice of violation. The code official shall serve a notice of violation or order in accordance with Section 107.

[A] 106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] 106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Penalties and fines shall be as prescribed in Sec. 1-7 of the City Code.

[A] 106.5 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

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

Sec. 18-136. Section 108 Deleted and Replaced.

Section 108 of the 2012 International Property Maintenance Code is hereby deleted and replaced by the provision of City Code Sec. 18-64, Section 115 in which are incorporated herein 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 109 Amended

Section 109 of the 2012 Edition of the International Property Maintenance Code is hereby amended to read as follows:

SECTION 109 EMERGENCY MEASURES

[A] 109.1 Imminent danger. When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

[A] 109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

[A] 109.3 Closing streets. When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.

[A] 109.4 Immediate Hazard; action to protect public. When in the opinion of the code official, any structure is in such condition as to constitute an immediate hazard requiring immediate action to protect the public, such officer may cause the property to be vacated, taken down, repaired, shored or otherwise made safe without delay and such action may, under such circumstances, be taken without prior notice to or hearing of the owners agents, lienholders and occupants, as provided by K.S.A. 12-1756.

[A] 109.5 Immediate Hazard; cost of action to protect public. The cost of such action to protect the public shall be assessed against the property and paid as provided by K.S.A. 12-1755.

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

Sec. 18-138. Section 110 Deleted and Replaced

Section 110 of the 2012 Edition of the International Property Maintenance Code is hereby deleted and replaced by the provisions of City Code Sec 18-64, Section 115 in which are incorporated herein and shall be enforceable as part of this Ordinance.

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

Sec. 18-139. Section 111 Deleted

Section 111 of the 2012 Edition of the International Property Maintenance Code is hereby deleted in its entirety.

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

Sec. 18-140. Section 112 Amended

Section 112 of the 2012 Edition of the International Property Maintenance Code is hereby amended to read as follows:

SECTION 112 STOP WORK ORDER

[A] 112.1 Authority. Whenever the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

[A] 112.2 Issuance. A stop work order shall be in writing and shall be given to the owner of the property, to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

[A] **112.3 Emergencies.** Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

[A] **112.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as prescribed in Sec. 1-7 of the City Code.

Section 13. Section 18-141 of the Pittsburg City Code is established as follows:

Sec. 18-141. Section 302.4 Deleted and Replaced

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

Section 302.4 is hereby deleted and replaced by the provisions of City Code Sec. 50-91 through 50-127 which are incorporated herein and shall be enforceable as part of this Ordinance.

Section 14. Section 18-142 of the Pittsburg City Code is established as follows:

Sec. 18-142 Section 302.8 Deleted and Replaced

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

Section 302.8 is hereby deleted and replaced by the provisions City Code Sec.50-161 through 50-170 which are incorporated herein and shall be enforceable as part of this Ordinance.

Section 15. Section 18-143 of the Pittsburg City Code is established as follows:

Sec. 18-143. 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).

Section 16. Section 18-144 of the Pittsburg City Code established as follows:

Sec. 18-144. 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 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 17 Section 18-145 of the Pittsburg City Code established as follows:

Sec. 18-145. 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 18. 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 _____, 2013.

Mayor-John Ketterman

City Clerk – Tammy Nagel

(Published in The Morning Sun _____, 2013)

ORDINANCE NO. G-1178

AN ORDINANCE amending Section 70-91 of the Pittsburg City Code making the failure to contract for collection and removal of solid waste unlawful; authorizing the administrative authority to develop rules and regulations for enforcement; and providing a penalty for failure to comply.

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

Section 1. Section 70-91 of the Pittsburg City Code is hereby amended as follows:

Sec. 70-91. Failure to contract for service unlawful; enforcement by rules and regulations; and penalty for failure to comply.

- (1) It shall be unlawful for the occupant or owner of every dwelling and two family dwelling, and the owner of every multiple-family dwelling, to fail to contract or otherwise agree with a licensed solid waste collector to collect all solid waste generated thereby at least once every seven days.
- (2) The administrative authority shall establish rules and regulations to enforce the provisions of this article.
- (3) Any person found guilty of violating this article shall, upon conviction, be deemed guilty of a misdemeanor.

Section 2. This Ordinance shall take effect upon its passage and publication in the official city paper.

PASSED AND APPROVED this _____ day of _____, 2013.

Mayor – John Ketterman

ATTEST:

Tammy Nagel - City Clerk