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ORDINANCE No. G-1194 - Approval of Ordinance No. G-1194, creating Article 22 of the Zoning Ordinance of Pittsburg, Kansas, as incorporated by reference in Section 62-81 of the Pittsburg City Code, for the purpose of creating the Downtown Overlay District (DO) and amending the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, Kansas.

Ordinance No. G-1194 55

ORDINANCE NO. G-1195 - Approval of Ordinance No. G-1195, amending Section 1-104 of Article 1 of the Zoning Ordinance of Pittsburg, Kansas, as incorporated by reference in Section 62-81 of the Pittsburg City Code, to add the Downtown Overlay District (DO) as a zoning district in the City of Pittsburg, Kansas and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, Kansas.

Ordinance No. G-1195 58

EQUIPMENT LEASE - Staff is requesting authorization to enter into a Government Obligation Contract between University Bank, of Pittsburg, and the City of Pittsburg for the purchase of one (1) Bobcat E50 A70 Excavator with 18" Bucket for use by the Public Utilities Department and one (1) Bobcat S770 Skid Steer Loader for use by the Public Works Department for a total annual cost of \$13,000.

Equipment Leasing RFP Award Memo (rev) 62

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BI-MONTHLY BUDGET REPORT - Director of Finance Jamie Clarkson will present the October 31, 2013 Bi-monthly Budget Report.

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

CALL TO ORDER BY THE MAYOR:

- a. Invocation by Roger John Rank of KSEK Radio
- b. Flag Salute Led by the Mayor
- c. Public Input

CONSENT AGENDA:

- a. Approval of the October 22, 2013, City Commission Meeting minutes.
- b. Approval of the 2014 health insurance renewal contract with Blue Cross Blue Shield of Kansas, and authorization for the Mayor to sign the appropriate documents on behalf of the City.
- c. Approval of staff recommendation to increase the size of the existing street light fixture on the west end of the 200 Block of East 10th Street from a 70-watt high pressure sodium street light fixture to a 150-watt high pressure sodium street light fixture and the installation of a 150-watt high pressure sodium street light fixture at the mid-block crossing at a cost of \$10.82 per month per light and, if approved, authorize the Mayor to sign the modification order and submit it to Westar Energy.
- d. Approval of the Downtown Facade Grant Advisory Committee's recommendation to award a facade grant in the amount of \$3,600 to Timothy Kundiger for his building located at 313 North Broadway (JAX Lab, LLC) to remove the current facade, update signage in the front of the building, and add a new door, window and fencing in the back of the building, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- e. Approval of the Downtown Facade Grant Advisory Committee's recommendation to award a facade grant in the amount of \$451.25 to Carley Kimberling for her building located at 611 North Broadway (Deja-Vu) to place new signage on the building, and authorize the Mayor to sign the appropriate documents on behalf of the City.

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

- f. Approval of the Downtown Facade Grant Advisory Committee's recommendation to award a facade grant in the amount of \$263.98 to Dustin Gales for his building located at 913 North Broadway (The Game Shoppe) to place new signage on the building, and authorize the Mayor to sign the appropriate documents on behalf of the City.

- g. Approval of the Appropriation Ordinance for the period ending November 12, 2013, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

SPECIAL PRESENTATION:

- a. Stephanie Webb of Mosaic SEK will present the Kansas Inclusive Communities Award to the City Commission.

CONSIDER THE FOLLOWING:

- a. ORDINANCE No. G-1194 - Approval of Ordinance No. G-1194, creating Article 22 of the Zoning Ordinance of Pittsburg, Kansas, as incorporated by reference in Section 62-81 of the Pittsburg City Code, for the purpose of creating the Downtown Overlay District (DO) and amending the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, Kansas. **First and only reading, if the Governing Body concurs.**

- b. ORDINANCE NO. G-1195 - Approval of Ordinance No. G-1195, amending Section 1-104 of Article 1 of the Zoning Ordinance of Pittsburg, Kansas, as incorporated by reference in Section 62-81 of the Pittsburg City Code, to add the Downtown Overlay District (DO) as a zoning district in the City of Pittsburg, Kansas and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, Kansas. **First and only reading, if the Governing Body concurs.**

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

- c. EQUIPMENT LEASE - Staff is requesting authorization to enter into a Government Obligation Contract between University Bank, of Pittsburg, and the City of Pittsburg for the purchase of one (1) Bobcat E50 A70 Excavator with 18" Bucket for use by the Public Utilities Department and one (1) Bobcat S770 Skid Steer Loader for use by the Public Works Department for a total annual cost of \$13,000. **Approve or disapprove staff's request and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

- a. BI-MONTHLY BUDGET REPORT - Director of Finance Jamie Clarkson will present the October 31, 2013 Bi-monthly Budget Report.

ADJOURNMENT

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

A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, October 22nd, 2013, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Michael Gray presiding and the following members present: John Ketterman, Chuck Munsell, Monica Murnan and Patrick O'Bryan.

Michael Hart of the Trinity Baptist Church provided the invocation.

Mayor Gray led the flag salute.

Mayor Gray proclaimed Wednesday, November 6th, 2013, as Disability Mentoring Day in Pittsburg.

APPROVAL OF MINUTES – OCTOBER 8th, 2013 - On motion of O'Bryan, seconded by Murnan, the Governing Body approved the October 8th, 2013, City Commission Meeting minutes as submitted. Motion carried.

ORDINANCE NO. G-1185 – On motion of O'Bryan, seconded by Murnan, the Governing Body approved Ordinance No. G-1185 amending Section 2-72 of the Pittsburg City Code to add the Director of Planning and Community Services to the list of department heads which must reside within an eight linear mile radius from the intersection of Fourth Street and Broadway Street, on first and only reading. Motion carried.

ORDINANCE NO. G-1186 – On motion of O'Bryan, seconded by Murnan, the Governing Body approved Ordinance No. G-1186 amending Section 2-131 of the Pittsburg City Code adding the Department of Planning and Community Services to the list of departments created and established for the administration of the affairs of the City, on first and only reading. Motion carried.

ORDINANCE NO. G-1188 – On motion of O'Bryan, seconded by Murnan, the Governing Body approved Ordinance No. G-1188 amending Section 2-133 of the Pittsburg City Code by removing Division of Community Development as a division of the Department of Finance, on first and only reading. Motion carried.

ORDINANCE NO. G-1189 – On motion of O'Bryan, seconded by Murnan, the Governing Body approved Ordinance No. G-1189 creating Section 2-139 of the Pittsburg City Code creating the Department of Planning and Community Services and setting forth the purposes and divisions of the Department, on first and only reading. Motion carried.

ORDINANCE NO. G-1190 – On motion of O'Bryan, seconded by Murnan, the Governing Body approved Ordinance No. G-1190 amending Section 18-351 of the Pittsburg City Code by providing that the definition of the term "Department" is the building services division of the Public Works Department instead of the codes enforcement division, on first and only reading. Motion carried.

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

ORDINANCE NO. G-1191 – On motion of O'Bryan, seconded by Murnan, the Governing Body approved Ordinance No. G-1191 amending Section 50-33 of the Pittsburg City Code providing that it is unlawful to deny the Director of Planning and Community Services access or entry upon private property for the purpose of making inquiry and inspection to determine whether a nuisance exists or to abate and terminate a nuisance instead of the Director of Public Works, on first and only reading. Motion carried.

ORDINANCE NO. G-1192 – On motion of O'Bryan, seconded by Murnan, the Governing Body approved Ordinance No. G-1192 amending Section 50-38 of the Pittsburg City Code providing that the Director of Planning and Community Services is the department head responsible for issuing orders to abate nuisances instead of the Director of Public Works, on first and only reading. Motion carried.

ORDINANCE NO. G-1193 – On motion of O'Bryan, seconded by Murnan, the Governing Body approved Ordinance No. G-1193 amending Section 74-211 of the Pittsburg City Code providing that the administrative fee assessed for abating a nuisance shall be reimbursed to the Department of Planning and Community Services instead of the Department of Public Works, on first and only reading. Motion carried.

HOME REHABILITATION PROGRAM BIDS – On motion of O'Bryan, seconded by Murnan, the Governing Body approved the recommendation of the Citizen's Advisory Board to award bids received for the HOME Rehabilitation Program projects as follows: Nance Construction in the amount of \$20,000 for the rehabilitation of 106 North College owned by John Cussimano; D&D Construction in the amount of \$17,800 for the rehabilitation of 205 East 14th Street owned by Marjorie Fields; and D&D Construction in the amount of \$22,600 for the rehabilitation of 912 North Pine owned by Frank Bettega, and approved a loan through the Presbyterian Church Fund in the amount of \$2,600 at 2% interest for ten years to Frank Bettega, as the maximum amount of HOME Program funds per residence is \$20,000 and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

ADDENDUM NO. 6 – KIDDIELAND – On motion of O'Bryan, seconded by Murnan, the Governing Body approved staff recommendation to accept Addendum No. 6 between the City of Pittsburg and Corey Stewart to extend the Kiddieland lease through October 31, 2016, and authorized the Mayor to sign the Addendum on behalf of the City. Motion carried.

DISPOSITION OF BIDS – SANITATION SERVICE – On motion of O'Bryan, seconded by Murnan, the Governing Body approved staff recommendation to award the bid for the 2014 sanitation service contract for City of Pittsburg facilities to Deffenbaugh Industries, of Joplin, Missouri, based on their low bid submitted in the amount of \$872.00 per month. Motion carried.

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

DISPOSITION OF BIDS – DUMPSTER SERVICE – On motion of O'Bryan, seconded by Murnan, the Governing Body approved staff recommendation to award the bid for 2014 dumpster service (30-yard and 40-yard containers emptied on an as-needed basis) to Deffenbaugh Industries, of Joplin, Missouri, based on their low bid submitted in the amount of \$140 per pull for either a 30-yard or a 40-yard dumpster. Motion carried.

FINAL PAYMENT – WASTEWATER TREATMENT PLANT ROOFS – On Motion of O'Bryan, seconded by Murnan, the Governing Body approved final payment in the amount of \$6,145.00 to Guarantee Roofing, of Joplin, Missouri, for the newly installed roofs on the barscreen, pump house, aerobic, nitrification and anaerobic digester buildings at the Wastewater Treatment Plant. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Murnan, the Governing Body approved the Appropriation Ordinance for the period ending October 22nd, 2013, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Gray, Ketterman, Munsell, Murnan and O'Bryan. Motion carried.

ORDINANCE NO. G-1187 – On motion of O'Bryan, seconded by Murnan, the Governing Body approved Ordinance No. G-1187 amending Section 2-132 of the Pittsburg City Code by removing the Division of Codes Enforcement as a division of the Public Works Department, on first and only reading. Motion carried with Ketterman and Munsell voting in opposition.

DISPOSITION OF BIDS – LINCOLN SQUARE SIDEWALK – On motion of Murnan, seconded by O'Bryan, the Governing Body approved staff recommendation to award the bid for the Lincoln Square Sidewalk Improvements Project to Home Center Construction Co., Inc., of Pittsburg, at the negotiated Engineer's Estimate of \$68,670.00, and authorized the Mayor and City Clerk to execute the contract documents once prepared. Motion carried.

Commissioner Munsell asked that the weighted local bidders policy be reviewed to possibly increase the percentage allowed for local bidders. City Manager Daron Hall indicated that the local bidders policy is currently being reviewed and that findings will be brought to the City Commission once they are prepared.

City Manager Daron Hall provided information on the recent City efforts to clean sidewalks in residential areas located on main arteries in town. Commissioner Munsell asked if staff will continue to clean sidewalks for citizens who are elderly or not financially able to clean their sidewalks. Discussion was held regarding organizations that are available to assist those unable to maintain their sidewalks.

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

NON-AGENDA REPORTS & REQUESTS –

DONATION OF POLICE VEHICLE - On motion of Gray, seconded by Ketterman, the Governing Body approved staff request to donate a police vehicle previously deemed as surplus property to be disposed of at public auction, to the Pittsburg State University Police Department, as one of their vehicles was recently damaged in an accident. Motion carried.

STREET UPDATE - Director of Public Works William Beasley provided an update on the current street projects in Pittsburg. Beasley announced that Broadway in the vicinity of the Carlton railroad crossing will be closed from October 26 through October 28 during repair to the crossing.

SOLID WASTE UPDATE - Commissioner Murnan requested an update on the recommendations of the Solid Waste Committee, including the tracking of households that currently have trash service vs. those that do not, be provided at an upcoming City Commission meeting. City Manager Daron Hall stated that an update would be placed on the November 12th City Commission meeting agenda.

EXECUTIVE SESSION - On motion of Ketterman, seconded by O'Bryan, the Governing Body recessed into Executive Session not to exceed 30 minutes for preliminary discussions regarding the acquisition of real property. Motion carried.

The Governing Body recessed into Executive Session at 5:58 p.m.

The Governing Body reconvened into Special Session at 6:25 p.m.

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

ADJOURNMENT: On motion of Munsell, seconded by O'Bryan, the Governing Body adjourned the meeting at 6:25 p.m. Motion carried.

Michael E. Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk



HUMAN RESOURCES

201 West 4th Street · Pittsburg KS
66762

(620) 231-4100
www.pittks.org

MEMORANDUM

TO: Daron Hall, City Manager
FROM: Megan Fry, Human Resources
DATE: November 7, 2013
RE: 2014 Health Insurance Renewal

Following is information related to the 2014 Health Insurance Renewal for the City of Pittsburg for review by the Commission.

It is the recommendation of staff to go with Option A for the 2014 health insurance plan. This plan is a more traditional plan with deductibles, office visit co-pays and co-insurance limits. With this change, the City does lose its grandfather status with regarding to the Affordable Healthcare Act, adding more benefit to the plan.

Thank you for your consideration.

2014 Health Insurance Options

We have received our 2014 health insurance renewal information. We were provided information for our current plan design as well as a more traditional plan design (with copays, deductible, co-insurance).

For our current plan design the expected liability, from which our premiums are calculated, increased about 7.5% from our 2013 expected liability. With the other option, our expected liability increases about 5.5% over 2013. Expected liability includes not only claims, but also the administrative charges from BCBS.

2013 Expected liability = \$1,952,310

2014 Expected liability with current plan = \$2,100,025

2014 Expected liability with option A plan = \$2,057,827

The City's health insurance plan is a self-funded plan. So the City pays the claims and, in turn, the claims drive the amount of plan premium.

Our goal for 2014 is to keep employee/employer premium costs the same as 2013. We budgeted \$2,161,000 for 2014 health insurance. With either plan, we will have additional fees assessed associated with the Affordable Care Act (ACA).

Included is a premium sheet showing the employee and employer premium portion on a per pay period basis (based on 24 pay dates), as well as a monthly and annual basis. It also shows the amount of premium collected based on the number of 2013 contracts (employees enrolled).

2014 Contract Changes

Regardless of what plan is selected, the City will have the following provisions added to the plan, as a result of ACA:

- Dependents to age 26 regardless of eligibility for employer group coverage
- Excludes vaccination and immunizations at the pharmacy
- Elimination of pre-existing waiting periods
- Elimination of \$35,000 donor limit
- Elimination \$5000 hospice limit
- Eliminates TMJ limit
- Qualifying event change to 60 days

Losing Grandfather Status

Changing to the traditional plan offered in Option A, the City would lose its grandfather status for Affordable Care Act (ACA) purposes. The loss of grandfather status would also add plan provision of a maximum out of pocket expense and habilitative services covered subject to cost share. With losing our grandfather status, we will have the ability to adjust premiums in the future (if necessary). However, the plan needs to remain affordable under ACA, which is the employee only premium can be no more than 9.5% of an employee's income in order to avoid penalties beginning in 2015.

ACA Plan Requirements

Currently our plan is **affordable** and does meet **minimum value** as outlined by ACA.

Plan Basics

Current

Medical – 50%/50% Share Pay Plan up to \$1500/\$3000 co-insurance maximum.

Rx – Copays \$15/\$30/\$45 Retail; \$37.50/\$75/\$112.50 Mail Order (90 day supply)

Dental - \$25/\$75 deductible, 100%/80%/50% with \$1000 annual maximum. Ortho rider

Option A

Medical - \$500/\$1000 Deductible; Co-insurance 80%/20% to \$2500/\$5000; \$35 Office Visit Copay; \$300 Lab & X-ray (covers services at 100% until \$300, then charges are applied to deductible/co-insurance)

Rx – Copays \$15/\$50/\$75 Retail; mail order is 2 ½ times copay for 90 day supply.

Dental – No Changes

Additional benefit added as a result of loss of grandfather status: the Maximum Out Of Pocket expense is \$6350/\$12700. All out of pocket expenses applies to MOOP.

Differences from the Employee perspective

Medical – Office Visit Copay; Will have an additional \$1500 before plan pays 100% of major medical services; 100% coverage for lab and x-ray up to \$300. If an employee reaches the \$6350 in total out of pocket expenses, then the plan will pay 100% of claims.

Rx – Increase in formulary and non-formulary drug copays

The City does offer a flexible spending account benefit that employees can set aside up to \$2500 on a pre-tax basis to then use for out of pocket medical expenses.

Our claims for 2013 through September 30th, show that 68.9% of the 418 members (total covered lives), have not reached the \$1500 level of out of pocket expenses with most of those being under the \$1000 level.

Staff Recommendation

It is the recommendation of City staff to move forward with Option A, the more traditional type plan, for 2014 Health Insurance, with no increase in premiums for employees. This plan will still provide quality coverage without increasing premiums for employees.



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: October 30, 2013

SUBJECT: Agenda Item – November 12, 2013
Street Light Request

St. Mary's/Colgan School has requested the City consider increasing the street lighting in the 200 Block of East 10th Street between the school campus and their field house. Currently, there are two mid-block crossings that are used to connect the school campus, field house and the parking areas that serve these facilities. The current 70-watt high pressure sodium street light does not provide enough illumination to light this area in the early morning and during night activities at the field house.

After meeting with Westar Energy at the site, staff is recommending that the size of the existing fixture on the west end of this block be increased to a 150-watt high pressure sodium fixture and that another light of the same size be installed at the mid-block crossing (see attached map). The cost of the two new street light fixtures will be \$10.82 per month per light.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 12th, 2013. Action necessary will be approval or disapproval of this request 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: Map
Street Light Modification Order



NORTH

ADD NEW 150 WATT
HIGH PRESSURE
SODIUM LIGHT

REPLACE EXISTING LIGHT
WITH NEW 150 WATT
HIGH PRESSURE
SODIUM LIGHT



Loson

Elm

Joplin

15

**MODIFICATION ORDER RELATING TO REMOVALS, ADDITIONS, OR
SUBSTITUTIONS IN STREET LIGHTING EQUIPMENT TO BE
FURNISHED BY WESTAR ENERGY, INC A KANSAS CORPORATION**

Westar Energy, Inc., a Kansas Corporation, is hereby authorized and requested to make and provide the following additional, removed, or substituted street lighting equipment for supplying street lighting service to the City, the same to be owned and operated by the Company.

REMOVE:

Number and type of light/s: 1-70 watt high pressure sodium street light

Physical Location of light/s: 205 E. 10th

Rate 940 base charge \$6.13 per month plus applicable adjustments and surcharges

INSTALL:

Number and type of light/s: 2 – 150 watt high pressure sodium street lights

Physical Location of light/s: 205 E. 10th
 213 E. 10th

Rate 942 – base charge \$10.82 per month plus applicable adjustments and surcharges

City of Pittsburg

By: _____

Title: _____

Date: _____



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: November 6, 2013

SUBJECT: October 8, 2013 Agenda Item
Façade grant applications

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

The downtown façade grant advisory committee met on November 6 and recommended the following amounts for each applicant:

Timothy Kundiger – JAX Lab, LLC, 313 N. Broadway. Remove current façade, update signage in front, new door, window and fencing in rear. Project cost: \$7,400; Amount recommended by committee: \$3,600

Carley Kimberling – Deja-Vu, 611 N. Broadway. New signage. Project cost: \$903.45; Amount recommended by committee: \$451.25

Dustin Gailles – Edict Games dba The Game Shoppe, 913 N. Broadway. New signage. Project cost: \$527.96; Amount recommended by committee: \$263.98

An additional note...an earlier applicant, Dr. Mindi Garner, will not be using all of the funds allocated to her façade grant application approved by the city commission on October 8. As a result, this put approximately \$5,000 of available funds back into the façade grant program. As a result, before consideration of the above three grant

requests, the fund has approximately \$5,430.36 available for façade improvement projects.

Please place these items on the agenda for the City Commission meeting scheduled for Tuesday, November 12, 2013. Action being requested is the approval or denial of the façade grant advisory committee recommendations and, if approved, authorize the Mayor to sign the appropriate documents.



Downtown Revitalization Façade Improvement Grant Application

Date of Application:

Applicant Information

Applicant Name: Timothy Kundiger

Business Name: JAX Lab LLC

Street Address: 313 N Broadway

City: Pittsburg State: KS Zip: 66762

Building Information

Address of building where work is to be done: 313 N Broadway, Pittsburg, KS 66762

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

Building renter(s)/occupants: Timepiece Real Estate

Financial Information

Total amount of project: \$ 7,400

Total grant amount applied for: \$ 2,400 (Front) \$1,200 (Rear)

Guidelines:

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

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

Owner/Renter Matching Fund Source:

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

Description of Improvements

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

Front: Removal of the current facade to be replaced with brick up to approximately 15' off the sidewalk and installation of a new sign and lighting. The existing sign will be moved to the north side of the building facing towards the intersection of 4th and N Broadway within a few feet of the street side of the building.

Rear: The rear of the building faces the city parking lot to the east of City Hall and south of the Chamber of Commerce. A new rear door will be installed with a decorative window and a decorative fence will be installed separating the parking area and the green area which will be landscaped. You will be able to see through the fence into the green area. The fence will be split face CMU Block and Iron with a 60" gate. There will also be a new concrete walkway into the building lined with landscaping stone retaining wall block.



Downtown Revitalization Façade Improvement Grant Application

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

The funds will be used to hire Walker Masonry who will be acting as the General Contractor, and Jayhawk Signs to produce the new building sign. All the contractors and sub-contractors are local to Pittsburg.

Please attach the following:

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

Is a building permit required for the project? yes no

If yes, describe: Permit is required for the installation of the Brick.

Project Timetable:

Date work is to start:

1/1/2014 (weather dependent)

Date work is to be completed:

5/31/2014

Is your building located within 500 feet of the Hotel Stilwell, Fox Theatre, or Pittsburg Public Library? yes no

If yes, have you received State historical review?

If no, have you inquired about the approval process?

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

New or Expanding Business Information

Will your building improvements create any new jobs?

My hope is that with a quality building inside & out that I will be able to add 3-4 more jobs

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

Additional Incentive Program

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


 Applicant Signature 10/23/13
 Date


 Building Owner Signature 10/23/13
 Date











Downtown Revitalization Façade Improvement Grant Application

Submit by Email

Print Form

Date of Application: / /

Applicant Information

Applicant Name: Carley Kimberling
Business Name: Deja-Vu
Street Address: 1111 N. Broadway
City: ~~Pittsburg~~ Pittsburg State: KS Zip: 667162

Building Information

Address of building where work is to be done: 1111 N. Broadway St.
Name of building owner (if different from above): Ray Constantie
Building renter(s)/occupants: Carley Kimberling

Financial Information

Total amount of project: \$ 903.45
Total grant amount applied for: \$ 451.25

Guidelines:

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

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

Owner/Renter Matching Fund Source:

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

Description of Improvements

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

Putting up a sign with our store logo. Window Decals with our logo, and our store hours on the front doors, + chevron decals on the windows.



Downtown Revitalization Façade Improvement Grant Application

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

The funds will be used to improve the image of front of the building.

Please attach the following:

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

Is a building permit required for the project?

yes no

If yes, describe:

Project Timetable:

Date work is to start:

10 / 18 / 2013

Date work is to be completed:

10 / 18 / 2013

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

yes no

If yes, have you received State historical review?

If no, have you inquired about the approval process?

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

New or Expanding Business Information

Will your building improvements create any new jobs?

Yes, if this improves our business we would hire more employees

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

Additional Incentive Program

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

Carly Kimling
Applicant Signature

Date

Building Owner Signature

Date



Proposal #3171

8/21/2013

Prepared For:

Deja Vu
Carley
913-360-0268

Prepared By:

Megan Dickinson
Jayhawk Signs
701 N. Grand
Pittsburg, KS 66762
USA

Phone:
Alt. Phone:
E-Mail:

Fax:

Phone: 620-235-1789 Fax: 620-235-1780
Alt. Phone:
E-Mail: martind@jayhawksigns.com

Description:

Window Graphics

Quantity	Description	Each	Total	Taxable
2	To supply and install 24" wide color printed Deja-Vu Logo on customers doors.	44.73	\$89.46	✓
1	To supply and install white cut vinyl of customers hours on door.	29.87	\$29.87	✓
8	To supply and install 12" tall Orange & White Chevron graphics on top and bottom of four windows.	29.92	\$239.36	✓
1	To supply and install one 21" x 96" White Polycarbonate face with translucent graphics applied, per customer approved layout.	299.75	\$299.75	✓
1	To move existing sign down from current position (this price is only an estimate)	175.00	\$175.00	✓
Subtotal			\$833.44	
Pittsburg - 8.4%			\$70.01	
Total			\$903.45	

Terms:

This proposal is good for 10 days.. 50% deposit due on signing, remainder due on completion.

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms and conditions on this agreement.

Signed by	Date	Amt. Paid Today
------------------	-------------	------------------------



Downtown Revitalization Façade Improvement Grant Application

Date of Application: 10 / 31 / 2013

Applicant Information

Applicant Name: Dustin Gales
Business Name: Edict Games dba The Game Shoppe
Street Address: 913 N. Broadway
City: Pittsburg State: KS Zip: 66762

Building Information

Address of building where work is to be done: 913 N. Broadway
Name of building owner (if different from above): Carl Coaguill
Building renter(s)/occupants: Dustin Gales (The Game Shoppe)

Financial Information

Total amount of project: \$ 527.96
Total grant amount applied for: \$ 263.98

Guidelines:

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

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

Owner/Renter Matching Fund Source:

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

Description of Improvements

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

Replacing Signage With Current Business Name



Downtown Revitalization Façade Improvement Grant Application

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

Refacing Signage to reflect current establishment "The Game Shoppe"

Please attach the following:

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

Is a building permit required for the project?

yes no

If yes, describe: _____

Project Timetable:

Date work is to start:

/ /

Date work is to be completed:

/ /

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

yes no

If yes, have you received State historical review?

If no, have you inquired about the approval process?

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

New or Expanding Business Information

Will your building improvements create any new jobs?

No

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

No

Additional Incentive Program

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

[Signature] 10/31/2013

Applicant Signature

Date

Building Owner Signature

Date

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	10/25/2013			171717		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		1	0.00	0.00	0.00
BANK: *	TOTALS:	1	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC	R	10/18/2013			171703		72.82
1	GARCIA, JOSE	R	10/18/2013			171704		250.00
6818	HYDRO-FLOW PRODUCTS INC	R	10/18/2013			171705		16.79
0175	REGISTER OF DEEDS	R	10/18/2013			171706		12.00
2350	WASTE CORPORATION OF MISSOURI	R	10/18/2013			171707		256.34
1108	WESTAR ENERGY	R	10/18/2013			171708		86.76
1	FAMILY VIDEO MOVIE CLUB INC	R	10/21/2013			171709		6,185.00
1	RUEDA, REYES GARCIA	R	10/21/2013			171710		200.00
4263	COX COMMUNICATIONS KANSAS LLC	R	10/25/2013			171716		1,482.54
1	DAVIS, ANDRE	R	10/25/2013			171718		90.00
6778	MICHAEL GRAY	R	10/25/2013			171719		122.10
1	JAMES, BEN	R	10/25/2013			171720		35.75
5622	KANSAS STATE UNIVERSITY	R	10/25/2013			171721		5.00
6837	JOHN KETTERMAN	R	10/25/2013			171722		150.28
1	MID-AMERICA TOURNAMENTS	R	10/25/2013			171723		150.00
0175	REGISTER OF DEEDS	R	10/25/2013			171724		12.00
0175	REGISTER OF DEEDS	R	10/25/2013			171725		28.00
0175	REGISTER OF DEEDS	R	10/25/2013			171726		66.43
1	SCHNEIDER, GINNY	R	10/25/2013			171727		45.00
0188	SECRETARY OF STATE	R	10/25/2013			171728		25.00
1	SELF, VERN	R	10/25/2013			171729		100.00
6743	TAILWIND CYCLISTS	R	10/25/2013			171730		255.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0349	UNITED WAY OF CRAWFORD COUNTY	R	10/25/2013			171731		95.87
1264	UNIVERSITY OF KANSAS	R	10/25/2013			171732		140.00
1108	WESTAR ENERGY	R	10/25/2013			171733		36.10
5371	PITTSBURG FAMILY YMCA	R	10/25/2013			171734		78.22
1	ZAGORSKI, ASTRID	R	10/25/2013			171735		37.50
0175	REGISTER OF DEEDS	R	10/25/2013			171736		29.75
4842	SKIP URICH	R	10/25/2013			171737		500.00
5759	COMMUNITY HEALTH CENTER OF SEK	R	10/30/2013			171738		68,389.99
1	LOUGHMILLER, THOMAS & DEANNA	R	10/30/2013			171739		19,595.00
7060	PHILIPPE & MERRI TERESA ACCAD	R	11/01/2013			171741		1,354.00
5655	ROB DILLON	R	11/01/2013			171742		5.41
1	FRONTENAC EDUCATION ASSOC.	R	11/01/2013			171743		40.00
1	HARPER, CASSIDY	R	11/01/2013			171744		45.00
1	LINES, PAUL	R	11/01/2013			171745		24.00
7068	PLASTIC PRODUCTS	R	11/01/2013			171746		4,000.00
6588	CHRISTY CLARK	R	11/01/2013			171747		325.00
1108	WESTAR ENERGY	R	11/01/2013			171748		33.54
1	POMEROY, DYLAN	R	11/04/2013			171757		470.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	11/05/2013			171758		358.65
2004	AIRE-MASTER OF AMERICA, INC.	R	11/05/2013			171759		31.82
1222	ALL SEASONS CARPET, LLC	R	11/05/2013			171760		2,363.88
5966	BOBCAT OF SPRINGFIELD, INC	R	11/05/2013			171761		1,033.33

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5759	COMMUNITY HEALTH CENTER OF SEK	R	11/05/2013			171762		450.00
0021	CUES	R	11/05/2013			171763		197.45
6994	D&D CONSTRUCTION	R	11/05/2013			171764		18,650.00
0020	FRANK FLETCHER, LLC	R	11/05/2013			171765		241.88
6422	GARAGE DOOR BROKERS INC	R	11/05/2013			171766		90.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	11/05/2013			171767		362.00
3077	JIM'S HELI-ARC AND WELDING	R	11/05/2013			171768		510.00
6535	HOFFMAN SUPPLY CO INC	R	11/05/2013			171769		623.26
2877	KDHE - BUREAU OF WATER	R	11/05/2013			171770		1,110.00
2877	KDHE - BUREAU OF WATER	R	11/05/2013			171771		320.00
6119	LACAL EQUIPMENT INC	R	11/05/2013			171772		490.92
6750	HW LOCHNER, BWR DIVISION	R	11/05/2013			171773		3,261.71
0033	LOU'S GLOVES	R	11/05/2013			171774		174.00
7078	PARADISE MALL	R	11/05/2013			171775		4.98
6697	PITTSBURG EMERGENCY PHYSICIAN,	R	11/05/2013			171776		87.02
6536	POLYDYNE INC	R	11/05/2013			171777		2,142.00
6869	TIPPMANN INDUSTRIAL PRODUCTS,	R	11/05/2013			171778		201.46
7053	U.S. PEROXIDE, LLC	R	11/05/2013			171779		950.00
4796	UV DOCTOR, LLC	R	11/05/2013			171780		171.51
0011	AMERICAN ELECTRIC INC	E	10/23/2013			999999		1,012.08
0026	STANDARD INSURANCE COMPANY	D	11/01/2013			999999		1,246.11
0034	CRONISTER BROTHERS, INC	E	10/23/2013			999999		31.96

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	10/23/2013			999999		200.00
0044	CRESTWOOD COUNTRY CLUB	E	10/23/2013			999999		268.81
0046	ETTINGERS OFFICE SUPPLY	E	10/23/2013			999999		568.71
0054	JOPLIN SUPPLY COMPANY	E	10/23/2013			999999		587.81
0055	JOHN'S SPORT CENTER	E	10/23/2013			999999		234.79
0063	LOCKE WHOLESALE SUPPLY	E	10/23/2013			999999		513.30
0065	KONE INC.	E	10/23/2013			999999		2,754.00
0075	RYAN'S DRIVE-THRU CLEANER	E	10/23/2013			999999		6.30
0078	SUPERIOR LINEN SERVICE	E	10/23/2013			999999		277.63
0087	FORMS ONE	E	10/23/2013			999999		473.06
0088	D & H LEASING INC	E	10/23/2013			999999		298.01
0101	BUG-A-WAY INC	E	10/23/2013			999999		210.00
0105	PITTSBURG AUTOMOTIVE INC	E	10/23/2013			999999		2,467.02
0109	RANDY VILELA TRUCKING, HAULING	E	10/23/2013			999999		373.32
0112	MARRONES INC	E	10/23/2013			999999		191.35
0117	THE MORNING SUN	E	10/23/2013			999999		433.94
0128	VIA CHRISTI HOSPITAL	E	10/23/2013			999999		1,205.00
0129	PROFESSIONAL ENGINEERING CONSU	E	10/23/2013			999999		23,125.29
0133	JIM RADELL CONSTRUCTION INC	E	10/23/2013			999999		29,088.72
0135	PITTSBURG AREA CHAMBER OF COMM	E	10/23/2013			999999		10.00
0142	HECKERT CONSTRUCTION CO INC	E	10/23/2013			999999		1,074.36
0145	BROADWAY LUMBER COMPANY, INC.	E	10/23/2013			999999		94.64

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0146	CHAPMAN'S LOCKSMITHING	E	10/23/2013			999999		25.00
0154	BLUE CROSS & BLUE SHIELD	D	10/18/2013			999999		35,617.84
0154	BLUE CROSS & BLUE SHIELD	D	10/25/2013			999999		83,579.80
0154	BLUE CROSS & BLUE SHIELD	D	11/01/2013			999999		50,090.73
0163	O'REILLY AUTOMOTIVE INC	E	10/23/2013			999999		23.27
0183	PRO-PRINT INC	E	10/23/2013			999999		40.00
0194	KANSAS STATE TREASURER	E	10/23/2013			999999		3,518.50
0199	KIRKLAND WELDING SUPPLIES	E	10/23/2013			999999		227.53
0207	PEPSI-COLA BOTTLING CO OF PITT	E	10/23/2013			999999		461.90
0276	JOE SMITH COMPANY, INC.	E	10/23/2013			999999		452.42
0289	TITLEIST	E	10/23/2013			999999		734.93
0292	UNIFIRST CORPORATION	E	10/23/2013			999999		57.80
0294	COPY PRODUCTS, INC.	E	10/23/2013			999999		614.10
0300	PITTSBURG FORD-MERCURY, INC.	E	10/23/2013			999999		657.51
0306	CASTAGNO OIL CO INC	E	10/23/2013			999999		73.35
0317	KUNSHEK CHAT & COAL CO, INC.	E	10/23/2013			999999		16,773.58
0321	KP&F	D	10/25/2013			999999		36,175.16
0329	O'MALLEY IMPLEMENT CO INC	E	10/23/2013			999999		628.78
0337	CROSS-MIDWEST TIRE	E	10/23/2013			999999		205.90
0339	GENERAL MACHINERY	E	10/23/2013			999999		1,879.15
0345	VICTOR L PHILLIPS CO	E	10/23/2013			999999		88.27
0375	CONVENIENT WATER COMPANY	E	10/23/2013			999999		70.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0409	WISEMAN'S DISCOUNT TIRE INC	E	10/23/2013			999999		437.85
0525	3M	E	10/23/2013			999999		387.00
0534	TYLER TECHNOLOGIES INC	E	10/23/2013			999999		4,921.25
0585	MOLLE MC AUTOMOTIVE INC	E	10/23/2013			999999		26.48
0589	BERRY TRACTOR & EQUIPMENT	E	10/23/2013			999999		125.50
0627	BOETTCHER SUPPLY INC	E	10/23/2013			999999		112.42
0695	BERBERICH TRAHAN & CO PA	E	10/23/2013			999999		2,625.00
0700	NAMES AND NUMBERS	E	10/23/2013			999999		1,447.80
0704	NEPTUNE RADIATOR AND AUTO	E	10/23/2013			999999		46.93
0711	HAYNES EQUIPMENT CO INC	E	10/23/2013			999999		2,010.00
0728	ICMA	D	10/25/2013			999999		948.93
0746	CDL ELECTRIC COMPANY INC	E	10/23/2013			999999		75.00
0823	TOUCHTON ELECTRIC INC	E	10/23/2013			999999		24.00
0844	HY-FLO EQUIPMENT CO	E	10/23/2013			999999		329.56
0867	CUMMINS CENTRAL POWER LLC	E	10/23/2013			999999		79.66
0968	LEE ENTERPRISES	E	10/23/2013			999999		576.50
1050	KPERS	D	10/25/2013			999999		30,841.63
1075	COASTAL ENERGY CORP	E	10/23/2013			999999		17,793.73
1327	KBI	E	10/23/2013			999999		179.00
1478	KANSASLAND TIRE OF PITTSBURG	E	10/23/2013			999999		195.48
1490	ESTHERMAE TALENT	E	10/23/2013			999999		25.00
2111	DELL MARKETING L.P.	E	10/23/2013			999999		1,745.19

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	10/23/2013			999999		4,196.53
2433	THE MORNING SUN	E	10/23/2013			999999		150.00
2678	MID AMERICA ROOFING,	E	10/23/2013			999999		185.00
2707	THE LAWNSCAPE COMPANY, INC.	E	10/23/2013			999999		677.10
2767	BRENNTAG SOUTHWEST, INC	E	10/23/2013			999999		3,240.00
2960	PACE ANALYTICAL SERVICES INC	E	10/23/2013			999999		788.00
3079	COMMERCE BANK	D	10/29/2013			999999		16,767.08
3126	W.W. GRAINGER, INC	E	10/23/2013			999999		247.42
3192	MUNICIPAL CODE CORP	E	10/23/2013			999999		387.20
3248	AIRGAS USA LLC	E	10/23/2013			999999		1,058.84
3288	MAJESTIC SOFT TOUCH EXPRESS	E	10/23/2013			999999		246.00
3802	BRENNTAG MID-SOUTH INC	E	10/23/2013			999999		13,410.00
3971	FASTENAL COMPANY	E	10/23/2013			999999		529.80
3972	WASHINGTON ELECTRONICS INC	E	10/23/2013			999999		391.50
4126	EMERGENCY MEDICAL PRODUCT INC	E	10/23/2013			999999		599.45
4133	T.H. ROGERS HOMECENTER	E	10/23/2013			999999		242.99
4186	KEN WILKERSON	E	10/23/2013			999999		2,450.00
4277	J & D EQUIPMENT	E	10/23/2013			999999		920.59
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	10/23/2013			999999		224.43
4447	CMC INC	E	10/23/2013			999999		42.73
4501	JAMES D PATTERSON	E	10/23/2013			999999		64.00
4792	R & R EQUIPMENT INC.	E	10/23/2013			999999		633.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4842	SKIP URICH	E	10/23/2013			999999		500.00
4970	ERIC VANCE	E	10/23/2013			999999		4,055.00
5238	JAMES R VANDERPOOL	E	10/23/2013			999999		525.00
5295	SPRINGFIELD BLUEPRINT	E	10/23/2013			999999		107.26
5340	COMMERCE BANK TRUST	E	10/30/2013			999999		33,769.35
5581	KOAM, LLC	E	10/23/2013			999999		720.00
5623	CRAWFORD COUNTY CLERK	E	10/23/2013			999999		6,694.12
5657	TELEDYNE ISCO INC	E	10/23/2013			999999		250.25
5668	COUNTRYSIDE ANIMAL HOSPITAL OF	E	10/23/2013			999999		20.39
5706	S THOMPSON LLC	E	10/23/2013			999999		105.00
5855	SHRED-IT USA INC	E	10/23/2013			999999		164.83
5904	TASC	D	10/25/2013			999999		6,447.51
6175	HENRY C MENGHINI	E	10/23/2013			999999		1,140.80
6341	INDUSTRIAL SEALING & LUBRICATI	E	10/23/2013			999999		934.32
6402	BEAN'S TOWING & AUTO BODY	E	10/23/2013			999999		150.00
6415	ING FINANCIAL ADVISORS	D	10/25/2013			999999		4,552.00
6577	GREENSPRO INC	E	10/23/2013			999999		4,685.00
6718	NATIONAL SCREENING BUREAU	E	10/23/2013			999999		260.50
6761	GREEN MGMT LLC	E	10/23/2013			999999		1,106.00
6952	ADP INC	D	10/18/2013			999999		2,476.69
6952	ADP INC	D	10/25/2013			999999		2,506.53
6952	ADP INC	D	11/01/2013			999999		589.48

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7028	MATTHEW L. FRYE	E	10/21/2013			999999		400.00
7050	KRIZ-DAVIS CO.	E	10/23/2013			999999		89.60
7077	MAJESTIC CAR WASH PITTSBURG, L	E	10/23/2013			999999		79.00
7087	PITTSBURG STATE UNIVERSITY FOU	E	11/05/2013			999999		1,500,000.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	63	138,672.06	0.00	138,672.06
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	13	271,839.49	0.00	271,839.49
EFT:	104	1,711,675.10	38.36CR	1,711,636.74
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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	180	2,122,186.65	38.36CR	2,122,148.29
BANK: 80144 TOTALS:	180	2,122,186.65	38.36CR	2,122,148.29

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0011	AMERICAN ELECTRIC INC	E	10/21/2013			999999		1,887.89
0054	JOPLIN SUPPLY COMPANY	E	10/21/2013			999999		886.00
0063	LOCKE WHOLESALE SUPPLY	E	10/21/2013			999999		52.38
0087	FORMS ONE	E	11/04/2013			999999		109.52
0088	D & H LEASING INC	E	10/21/2013			999999		85.00
0105	PITTSBURG AUTOMOTIVE INC	E	10/21/2013			999999		12.44
0109	RANDY VILELA TRUCKING, HAULING	E	10/28/2013			999999		2,840.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	10/21/2013			999999		15,000.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	11/04/2013			999999		26.00
0145	BROADWAY LUMBER COMPANY, INC.	E	10/21/2013			999999		38.69
0145	BROADWAY LUMBER COMPANY, INC.	E	11/04/2013			999999		27.21
0163	O'REILLY AUTOMOTIVE INC	E	10/28/2013			999999		13.43
0163	O'REILLY AUTOMOTIVE INC	E	11/04/2013			999999		353.37
0200	SHERWIN WILLIAMS COMPANY	E	11/04/2013			999999		44.00
0201	SPICER-ADAMS WELDING, INC.	E	10/21/2013			999999		22.62
0201	SPICER-ADAMS WELDING, INC.	E	11/04/2013			999999		183.38
0253	TAMARA N NAGEL	E	10/28/2013			999999		122.10
0286	R & R PRODUCTS INC	E	11/04/2013			999999		633.30
0300	PITTSBURG FORD-MERCURY, INC.	E	10/28/2013			999999		235.96
0317	KUNSHEK CHAT & COAL CO, INC.	E	10/21/2013			999999		18,390.96
0339	GENERAL MACHINERY	E	10/21/2013			999999		963.24
0341	RADIO SHACK CORP.	E	10/21/2013			999999		22.98

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0571	WILBERT MFG. & SUPPLY	E	11/04/2013			999999		178.25
0806	JOHN L CUSSIMANIO	E	10/28/2013			999999		245.00
0844	HY-FLO EQUIPMENT CO	E	11/04/2013			999999		189.95
0866	AVFUEL CORPORATION	E	10/28/2013			999999		28,225.11
1478	KANSASLAND TIRE OF PITTSBURG	E	10/21/2013			999999		1,414.50
1712	CHUCK MUNSELL	E	10/28/2013			999999		174.92
1767	KIM VOGEL	E	10/21/2013			999999		47.77
2921	DP2 BILLING SOLUTIONS, LLC	E	10/28/2013			999999		6,618.26
3073	JEFF BAIR	E	10/28/2013			999999		385.67
3248	AIRGAS USA LLC	E	10/21/2013			999999		189.34
3261	PITTSBURG AUTO GLASS	E	11/04/2013			999999		530.00
3281	USA BLUE BOOK	E	11/04/2013			999999		25.17
4722	KAN-RVT, INC	E	10/28/2013			999999		123.50
4736	GUARANTEE ROOFING, INC	E	10/28/2013			999999		6,145.00
4957	BOB GILMORE	E	11/04/2013			999999		31.11
4970	ERIC VANCE	E	11/04/2013			999999		857.50
5195	FERN AND ANGERMAYER LLC	E	11/04/2013			999999		600.00
5267	SOFTWARE HOUSE INTERNATIONAL,	E	10/28/2013			999999		20,219.00
5420	AQUIONICS INC	E	10/21/2013			999999		391.20
5590	HD SUPPLY WATERWORKS, LTD.	E	10/28/2013			999999		4,306.19
5609	RON WHITE	E	10/28/2013			999999		175.00
5855	SHRED-IT USA INC	E	10/21/2013			999999		27.48

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6175	HENRY C MENGHINI	E	10/28/2013			999999		122.10
6192	KATHLEEN CERNE	E	11/04/2013			999999		600.00
6341	INDUSTRIAL SEALING & LUBRICATI	E	11/04/2013			999999		1,303.45
6822	ELIZABETH BRADSHAW	E	10/28/2013			999999		172.00
6846	GREENWAY ELECTRIC, INC.	E	10/28/2013			999999		20,967.93
6875	DARON HALL	E	10/28/2013			999999		122.10
6959	JERALD L STEFFENHAGEN SR	E	10/28/2013			999999		231.00
6995	SUMMER WARREN	E	10/28/2013			999999		80.00
7016	PROSEAL, INC	E	10/28/2013			999999		46,854.72
7028	MATTHEW L. FRYE	E	11/04/2013			999999		400.00
7050	KRIZ-DAVIS CO.	E	11/04/2013			999999		147.41
7076	HOFFMAN STRATEGY GROUP, LLC	E	10/16/2013			999999		12,500.00
7082	MONICA MURNAN	E	10/28/2013			999999		122.10
7085	MORPHO TRUST USA, INC	E	11/04/2013			999999		3,871.45

** 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:	58	200,564.31	19.66CR	200,544.65
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:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	58	200,564.31	19.66CR	200,544.65
BANK: EFT TOTALS:	58	200,564.31	19.66CR	200,544.65

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6266	KENNETH JOSEPH BRADY	R	11/01/2013			171749		274.00
6585	CLASS HOMES 1 LLC	R	11/01/2013			171750		381.00
6168	K AND B RENTALS LLC	R	11/01/2013			171751		593.00
6517	STACE MORRIS	R	11/01/2013			171752		352.00
1800	DAN RODABAUGH	R	11/01/2013			171753		383.00
6451	NAZAR SAMAN	R	11/01/2013			171754		928.00
4897	JOHN VINARDI	R	11/01/2013			171755		243.00
4636	WESTAR ENERGY, INC. (HAP)	R	11/01/2013			171756		965.00
0006	OLIN CHANDLER	E	11/04/2013			999999		200.00
0013	ASHLEY K. CANTRELL	E	11/04/2013			999999		503.00
0109	RANDY VILELA TRUCKING, HAULING	E	11/04/2013			999999		910.00
0140	A&M RENTALS	E	11/04/2013			999999		935.00
0266	JOHN S KUTZ	E	11/04/2013			999999		337.00
0372	CONNER REALTY	E	11/04/2013			999999		346.00
0855	CHARLES HOSMAN	E	11/04/2013			999999		463.00
0969	SEK-CAP INC	E	11/04/2013			999999		1,382.16
1008	BENJAMIN M BEASLEY	E	11/04/2013			999999		235.00
1231	JOHN LOVELL	E	11/04/2013			999999		266.00
1609	PHILLIP H O'MALLEY	E	11/04/2013			999999		5,142.00
1638	VERNON W PEARSON	E	11/04/2013			999999		967.00
1688	DORA WARE	E	11/04/2013			999999		592.00
1961	DUSTIN D MAJOR	E	11/04/2013			999999		365.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1982	KENNETH STOTTS	E	11/04/2013			999999		1,584.00
1985	RICK A MOORE	E	11/04/2013			999999		983.00
2304	DENNIS HELMS	E	11/04/2013			999999		216.00
2339	CHRIS WINDSOR	E	11/04/2013			999999		149.00
2398	WILLIAM E SAMSON	E	11/04/2013			999999		298.00
2542	CHARLES YOST	E	11/04/2013			999999		1,307.00
2624	JAMES ZIMMERMAN	E	11/04/2013			999999		1,360.00
2718	KENNETH B DUTTON	E	11/04/2013			999999		277.00
2850	VENITA STOTTS	E	11/04/2013			999999		480.00
2913	KENNETH N STOTTS JR	E	11/04/2013			999999		315.00
3002	BARBARA MINGORI	E	11/04/2013			999999		383.00
3067	STEVE BITNER	E	11/04/2013			999999		4,907.00
3114	PATRICIA BURLESON	E	11/04/2013			999999		807.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	11/04/2013			999999		419.00
3193	WILLIAM CROZIER	E	11/04/2013			999999		1,480.00
3218	CHERYL L BROOKS	E	11/04/2013			999999		368.00
3272	DUNCAN HOUSING LLC	E	11/04/2013			999999		6,810.00
3273	RICHARD F THENIKL	E	11/04/2013			999999		1,240.00
3294	JOHN R SMITH	E	11/04/2013			999999		282.00
33593	REMINGTON SQUARE	E	11/04/2013			999999		5,989.00
3668	MID AMERICA PROPERTIES OF PITT	E	11/04/2013			999999		2,140.00
3708	GILMORE BROTHERS RENTALS	E	11/04/2013			999999		73.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3724	YVONNE L. ZORNES	E	11/04/2013			999999		698.00
3746	JAROLD BONBRAKE	E	11/04/2013			999999		327.00
4054	MICHAEL A SMITH	E	11/04/2013			999999		1,028.00
4218	MEADOWLARK TOWNHOUSES	E	11/04/2013			999999		1,861.00
4308	KENNETH BATEMAN	E	11/04/2013			999999		537.00
4492	PITTSBURG SENIORS	E	11/04/2013			999999		3,764.00
4546	C & M PROPERTIES LLC	E	11/04/2013			999999		81.00
4564	TERRY L SIMPSON	E	11/04/2013			999999		491.00
4786	JENNIFER STANLEY	E	11/04/2013			999999		352.00
4828	LINDA G MARTINSON	E	11/04/2013			999999		142.00
4928	PITTSBURG STATE UNIVERSITY	E	11/04/2013			999999		1,205.00
5035	ZACK QUIER	E	11/04/2013			999999		118.00
5039	VANETA MATHIS	E	11/04/2013			999999		276.00
5393	CARLOS ANGELES	E	11/04/2013			999999		1,263.00
5508	BUTLER RENTALS INC	E	11/04/2013			999999		103.00
5549	DELBERT BAIR	E	11/04/2013			999999		274.00
5583	ROBERT L NANKIVELL SR	E	11/04/2013			999999		195.00
5653	PEGGY HUNT	E	11/04/2013			999999		228.00
5656	EARL HARTMAN	E	11/04/2013			999999		874.00
5658	DEANNA J HIGGINS	E	11/04/2013			999999		191.00
5660	HERBERT WARING	E	11/04/2013			999999		353.00
5676	BARBARA TODD	E	11/04/2013			999999		34.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5817	JAMA ENTERPRISES LLP	E	11/04/2013			999999		575.00
5854	ANTHONY A SNYDER	E	11/04/2013			999999		277.00
5875	BRIAN WARE	E	11/04/2013			999999		451.00
5885	CHARLES T GRAVER	E	11/04/2013			999999		500.00
5896	HORIZON INVESTMENTS GROUP INC	E	11/04/2013			999999		550.00
5906	JOHN HINRICHS	E	11/04/2013			999999		193.00
5939	EDNA R TRENT	E	11/04/2013			999999		220.00
5957	PASTEUR PROPERTIES LLC	E	11/04/2013			999999		990.00
5961	LARRY VANBECELAERE	E	11/04/2013			999999		558.00
6002	SALLY THRELFALL	E	11/04/2013			999999		251.00
6032	TIM J. RIDGWAY	E	11/04/2013			999999		643.00
6073	REBECCA FOSTER	E	11/04/2013			999999		256.00
6108	TILDEN BURNS, LLC	E	11/04/2013			999999		367.00
6130	T & K RENTALS LLC	E	11/04/2013			999999		1,380.00
6150	JAMES L COX	E	11/04/2013			999999		354.00
6161	MICHAEL J STOTTS	E	11/04/2013			999999		162.00
6172	ANDREW A WACHTER	E	11/04/2013			999999		217.00
6186	TROY ROSENSTIEL	E	11/04/2013			999999		210.00
6294	RONALD E WUERDEMAN	E	11/04/2013			999999		256.00
6295	DAVID L PETERSON	E	11/04/2013			999999		646.00
6298	KEVAN L SCHUPBACH	E	11/04/2013			999999		6,597.00
6306	BALKANS DEVELOPMENT LLC	E	11/04/2013			999999		28.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6317	RONALD L EMERSON	E	11/04/2013			999999		170.00
6380	WAYNE E THOMPSON	E	11/04/2013			999999		577.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	11/04/2013			999999		2,973.00
6441	HEATHER D MASON	E	11/04/2013			999999		976.00
6464	PROX PROPERTY SOLUTIONS, LLC	E	11/04/2013			999999		525.00
6507	MARTHA E MOORE	E	11/04/2013			999999		233.00
6628	SEAN HALL	E	11/04/2013			999999		400.00
6633	CHRISTINA OBERLE	E	11/04/2013			999999		223.00
6647	MICHAEL A SMITH	E	11/04/2013			999999		648.00
6657	OZARKS AREA COMMUNITY ACTION C	E	11/04/2013			999999		1,141.72
6673	JUDITH A COLLINS	E	11/04/2013			999999		382.00
6753	REBECCA SPONSEL	E	11/04/2013			999999		306.00
6763	BRETT A WARY	E	11/04/2013			999999		460.00
6799	KEVIN KITTERMAN	E	11/04/2013			999999		264.00
6868	DAVID SIMPSON (308)	E	11/04/2013			999999		225.00
6886	DELBERT BAIR	E	11/04/2013			999999		434.00
6905	JENNIFER M TRISLER	E	11/04/2013			999999		321.00
6916	STILWELL HERITAGE & EDUCATIONA	E	11/04/2013			999999		4,755.00
6966	CHARLOTTE BURGESS	E	11/04/2013			999999		357.00
6971	PAMELA BEER	E	11/04/2013			999999		317.00
7012	RICKY R STEVENS	E	11/04/2013			999999		400.00
7022	STEVE HEFLEY	E	11/04/2013			999999		128.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7024	KIMBERLY GRISSOM	E	11/04/2013			999999		450.00
7027	CALVIN THOMAS	E	11/04/2013			999999		222.00
7083	PITTSBURG HEIGHTS, LP	E	11/04/2013			999999		2,207.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8	4,119.00	0.00	4,119.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	105	93,680.88	0.00	93,680.88
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: HAP TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	113	97,799.88	0.00	97,799.88
BANK: HAP TOTALS:	113	97,799.88	0.00	97,799.88

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0674	WILBERT SCREEN PRINTING INC	R	11/01/2013			171740		2,750.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	2,750.00	0.00	2,750.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: MAN	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	2,750.00	0.00	2,750.00
BANK: MAN	TOTALS:		1	2,750.00	0.00	2,750.00
REPORT TOTALS:			353	2,423,300.84	58.02CR	2,423,242.82

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

Michael E. Gray, Mayor

ATTEST:

Tammy Nagel, City Clerk

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager

From: Kim Vogel, Director of Parks and Recreation

CC: Tammy Nagel, City Clerk

Date: December 13, 2011

Subject: Agenda Item – November 12, 2013
Presentation of Kansas Inclusive Communities Award by Mosaic SEK

On Friday, October 18, 2013 the City of Pittsburg was awarded the Kansas Inclusive Communities Award at the 2013 InterHab Annual Conference held in Wichita, KS. The City of Pittsburg was nominated for this award by Mosaic SEK. City staff along with Mosaic SEK employees were present to receive the award on behalf of the City of Pittsburg.

Being noted as an inclusive community is a distinct honor for the City of Pittsburg. Stephanie Webb of Mosaic SEK would like an opportunity to present the award to the City Manager and the City Commission.

In this regard would you please put a presentation by Stephanie Webb on the agenda for the November 12, 2013 City Commission meeting. No action will be necessary following this presentation.

If you have any questions please do not hesitate to contact me.

ORDINANCE NO. G-1194

AN ORDINANCE creating Article 22 of the Zoning Ordinance of Pittsburg, Kansas, as incorporated by reference in Section 62-81 of the Pittsburg City Code, for the purpose of creating the Downtown Overlay District (DO) and amending the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, Kansas.

WHEREAS, a public hearing was held on 28th day of October, 2013 to consider the creation of a Downtown Overlay District (DO) and;

WHEREAS, the Planning and Zoning Commission of the City of Pittsburg, Kansas, following said public hearing, has filed its report with the Board of Commissioners of the City of Pittsburg, Kansas, recommending the creation of a Downtown Overlay District (DO) and amendment of the Zoning District Boundary Map.

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

Section 1. Article 22 of the Zoning Ordinance of the City of Pittsburg, Kansas, as incorporated by reference in Section 62-81 of the Pittsburg City Code, is hereby created to read as follows:

ARTICLE 22

“DO” Downtown Overlay District

22-101 APPLICATION:

22-102 BOUNDARY:

22-103 USE REGULATIONS:

22-104 PLAN APPROVAL GUIDELINES:

22-105 PERFORMANCE STANDARDS:

22-106 PARKING REGULATIONS:

22-107 OFF-STREET LOADING REGULATIONS:

22-108 SIGN REGULATIONS:

22-109 HEIGHT, AREA AND BULK REGULATIONS:

22-110 SUPPLEMENTARY HEIGHT, AREA AND BULK REGULATIONS:

22-111 SUPPLEMENTARY USE REGULATIONS:

22-112 SPECIAL EVENTS:

22-101 Application:

The regulations set forth in this Article, or set forth elsewhere in this Ordinance when referred to in this Article, are the regulations in the "DO" Downtown Overlay District. The Downtown Overlay District overlays and is designed to function in combination with the underlying District. The two principal functions of this district are: (1) to give the Downtown oriented functions more flexibility than they would have if mapped in another district; and (2) to permit the establishment of the types of uses which ordinarily occur in a city center environment.

22-102 Boundary:

The boundaries of the Downtown Overlay District “DO” shall be 14th Street on the north, Euclid

Street on the south, Pine Street on the west, and Elm Street on the east. Properties on each sides of the boundary streets shall be included in the "DO" District.

22-103 Use Regulations:

In District "DO," no building, structure, land or premises shall be used and building or structure shall be hereafter erected, constructed, reconstructed, moved or altered except according to any use permitted in the underlying District, subject to the requirements of the underlying District.

22-104 Plan Approval Guidelines:

The Plan Approval Guidelines, including site plan submission and content requirements, are contained in Article 23 of this Ordinance, subject to any advisory review as defined through subsequent Ordinance.

22-105 Performance Standards:

The Performance Standards for permitted uses are contained in Article 24 of this Ordinance with the following exceptions:

1. Merchandise and temporary signage which may appropriately be displayed outside a building may be kept on public sidewalks and streets to the extent that it is readily moveable and does not prohibit safe pedestrian traffic. Such merchandise and signage is to be displayed only during business hours.
2. Furnishings intended for the use of the public (including, but not limited to tables, chairs, benches, and bike racks) may be kept on public sidewalks and streets to the extent that they do not pose a threat to public safety or inhibit safe pedestrian traffic. Furnishings cannot be permanently attached to the public right-of-way without approval of the Governing Body.

22-106 Parking Regulations:

The Parking Regulations for permitted uses in District DO are contained in Article 25 of this Ordinance. Parking requirements for any building or structure hereafter erected or structurally altered within this district will be reviewed, amended and approved as part of the development plan.

22-107 Off-Street Loading Regulations:

The Off-Street Loading Regulations for permitted uses are contained in Article 26 of this Ordinance. Off-street loading requirements for any building or structure hereafter erected or structurally altered within this district will be reviewed, amended and approved as part of the development plan.

22-108 Sign Regulations:

The Sign Regulations are contained in Article 27 of this Ordinance and pertain to article 27-106, section 5 Central Business District with the exception of temporary signs allowed under 22-104 Performance Standards.

22-109 Height, Area and Bulk Regulations:

In the "DO" Downtown Overlay District, the height of buildings, the minimum dimensions of lots and yards, and the minimum lot area on any lot shall follow regulations contained in Article 28 of this Ordinance equivalent to the regulations for the underlying District.

22-110 Supplementary Height, Area and Bulk Regulations:

The Supplementary Height, Area and Bulk Regulations are contained in Article 29 of this Ordinance.

22-111 Supplementary Use Regulations:

The Supplementary Use Regulations, including permitted Conditional Uses and Accessory Uses, are contained in Article 30 of this Ordinance.

22-112 Special Events:

Regulations for temporary use of land for special events in the DO District are contained in Article 36 of this Ordinance.

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

PASSED AND APPROVED this 12th day of November, 2013.

Mayor – Michael E. Gray

ATTEST:

Tammy Nagel – City Clerk

(Summary Published in The Morning Sun on November 15th, 2013)

ORDINANCE NO. G-1195

AN ORDINANCE, amending Section 1-104 of Article 1 of the Zoning Ordinance of Pittsburg, Kansas, as incorporated by reference in Section 62-81 of the Pittsburg City Code, to add the Downtown Overlay District (DO) as a zoning district in the City of Pittsburg, Kansas and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, Kansas.

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

Section 1. That Section 1-104 of Article 1 of the Zoning Ordinance of the City of Pittsburg, Kansas, as incorporated by reference in Section 62-81 of the Pittsburg City Code, is hereby amended and supplemented to include the Downtown Overlay District as follows:

1-104 Districts:

In order to regulate and restrict the use of land and the location of buildings erected or altered for specific uses, to regulate and limit the height and bulk of buildings hereafter erected or structurally altered, to regulate and limit population density and the intensity of the use of lot areas, and to regulate and determine the areas of yards, courts, and other open spaces surrounding such buildings, the City of Pittsburg, Kansas, is hereby divided into districts of which they shall be in number, known as:

- R-1A Single-Family Residential District
- R-1B Single-Family Residential District
- R-1C Single-Family Residential District
- R-2 Two-Family Residential District
- RP-3 Planned Medium Density Residential District
- RP-4 Planned Apartment House District

UO University Overlay District

CP-O Planned Commercial Office District
CP-1 Planned Neighborhood Commercial District
CP-2 Planned General Commercial District
CP-3 Planned Highway Service Commercial District
CP-4 Planned Central Business District
DO Downtown Overlay District

IP-1 Planned Light Industrial District
IP-2 Planned Medium Industrial District
IP-3 Planned Heavy Industrial District

AP Planned Airport Industrial District
AO Airport Overlay District
FP Floodplain District

1. Such land, and the district classification thereof, shall be shown on the official map designated as the "Zoning District Boundary Map of Pittsburg, Kansas." Such Zoning District Boundary Map, and all symbols, notations, dimensions, and references shown thereon pertaining to such districts shall be as much a part of this Ordinance as if fully they were described herein, and shall be filed as part of this Ordinance with the Zoning Administrator of the City of Pittsburg. Said Map shall be available for inspection in the office of the Zoning Administrator and any later alterations of this Map, adopted by amendment as provided by this Ordinance, shall be filed and made available for public reference. The above stated maps shall hereinafter be referred to as the "map" in this document.
2. When uncertainty exists with respect to the boundaries of the various districts as shown on the map accompanying and made a part of this Ordinance, the following rules shall apply:
 - a. In cases where a boundary line is given a position within a street or alley, or navigable or non-navigable stream, it shall be deemed to be in the center of the street, alley, or stream; and if the actual location of such street, alley, or stream varies slightly from the location as shown on the map, then the actual location shall control.
 - b. In cases where a boundary line is shown as being located a specific distance from a street line or other physical feature, this distance shall control.
 - c. In cases where a boundary line is shown adjoining or coincident with a railroad, it shall be deemed to be in the center of the railroad

right-of-way and distances measured from a railroad shall be measured from the center of such right-of-way.

- d. Where the district boundaries are not otherwise indicated and where the property has been, or may hereafter be, divided into blocks and lots, the district boundaries shall be construed to be the lot lines, and where the districts designated on the map accompanying and made a part of this Ordinance are bounded approximately by lot lines, said lot lines shall be construed to be the boundary of such districts unless said boundaries are otherwise indicated on the map or by Ordinance.
- e. In unsubdivided property, unless otherwise indicated, the district boundary line on the map accompanying and made a part of this Ordinance shall be determined by the use of the scale contained on such map.
- f. When a district boundary line divides a lot held in one ownership on the effective date of this Ordinance, the entire lot shall be construed to be within the less restrictive district.
- g. Where a district boundary follows a street, alley, watercourse or other right-of-way, in case of the vacation of said street, alley, watercourse or other right -of-way, the abutting zoning classification of each side thereof shall automatically be extended to the center line of said vacated street, alley, watercourse or right-of-way.
- h. Two districts shall be deemed to adjoin even though separated by a public way or portion thereof.

Section 2. That Section 1-104 of Article 1 of the Zoning Ordinance of Pittsburg, Kansas, as incorporated by reference in Section 62-81 of the Pittsburg City Code, and Zoning Ordinance No. G-663, as amended, including the Zoning District Boundary Map adopted on May 28, 1991, and periodically revised, is hereby amended and supplemented to include the Downtown Overlay District (DO) as set out in the preceding section.

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

ADOPTED AND APPROVED this 12th day of November, 2013.

Mayor – Michael E. Gray

ATTEST:

City Clerk - Tammy Nagel

(SEAL)

Interoffice Memorandum

TO: DARON HALL
City Manager

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

DATE: November 5, 2013

SUBJECT: Agenda Item – November 12, 2013
Equipment Leasing

The City of Pittsburg recently placed an advertisement in the newspaper and sent RFP's to local financial institutions to seek proposals to lease equipment on an annual basis. The terms of the lease are to include the following:

1. A major heavy equipment vendor will supply title for heavy equipment to include a mini-excavator and skid-steer loader to the financial institution.
2. The financial institution will hold the title for one year and the equipment will be utilized by the City of Pittsburg during the year.
3. At the end of the year, the equipment vendor will repurchase the title and equipment from the financial institution and the City of Pittsburg via a repurchase agreement in place at the time of the initial agreements.
4. The equipment will be replaced with similar equipment obtained through much the same arrangement on an annual basis.

RFP's were sent out to 12 local financial institutions; however, only one proposal was received in response to the request. According to the proposal submitted by University Bank, the annual cost to lease the mini-excavator is \$7,000 and the annual cost to lease the skid-steer is \$6,000.00 for a total annual cost of \$13,000. The annual lease for the mini-excavator will be funded through the stormwater operating budget and the skid-steer loader will be funded through street operating budget.

MEMO TO: DARON HALL
NOVEMBER 5, 2013
PAGE TWO

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 12, 2013. Action necessary will be approval or disapproval to enter into an annual lease with University Bank and, if approved, authorize the Mayor to sign appropriate documents on behalf of the City.

If you have any questions or need any additional information, please do not hesitate to contact me.

Attachment: Government Obligation Contract/Purchase Agreement

GOVERNMENT OBLIGATION CONTRACT

Obligor

City of Pittsburg, Kansas
201 W. 4th Street
Pittsburg, Kansas 66762

Obligee

University Bank
1206 South Broadway
Pittsburg, Kansas 66762

Dated as of November ____, 2013

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise, "Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment. "Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancing's, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all title items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

(a) Obligor has complied with any requirement for a referendum and/or competitive bidding.

(b) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.

(c) Obligor shall use the Equipment only for essential, traditional government purposes.

(d) Obligor has never non-appropriated funds under a contract similar to this Contract.

(e) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.

(f) Obligor hereby warrants the General fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.

(g) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be leased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.

(h) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Acceptance Certificate or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any additional fees/costs incurred by Obligee relating to Obligor's requirement that a certain payment mechanism be utilized.

ON NOVEMBER ____, 2014 OBLIGOR WILL RELEASE ANY AND ALL OF ITS RIGHTS, TITLE AND INTEREST IN THE EQUIPMENT TO OBLIGEE.

Section 3.03 Contract Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. **Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER,**

VENDOR OR DISTRIBUTER, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR,

IV. Insurance, Damage, Insufficiency of Proceeds

Section 4.01 Insurance. Obligor shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Oblige with a Certificate of Insurance which lists the Oblige and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Oblige in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Oblige from liability and property damage in any form and amount satisfactory to Oblige.

(c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Oblige with a certificate and/or other documents which evidences such coverage.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Oblige and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Oblige or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Oblige or its assignees. Obligor shall furnish to Oblige certificates evidencing such coverage throughout the Contract Term.

Section 4.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Oblige, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable Insurance policies after deducting all expenses incurred in the collection thereof.

Section 4.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Oblige, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Oblige.

Section 4.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 4.05 Indemnification. Obligor hereby assumes responsibility for and agrees to reimburse Oblige for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Oblige that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

V. Title and Security Interest

Section 5.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Oblige in the event Obligor defaults under Section 8.01 or, at latest, on November 1, 2014, subject to Section 8.04. In such event, Obligor shall execute and deliver to Oblige such documents as Oblige may request to evidence the passage of legal title to the Equipment to Oblige.

Section 5.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Oblige a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Oblige to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VI. Assignment

Section 6.01 Assignment by Oblige. All of Oblige's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Oblige at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Oblige or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 6.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Oblige approves of such assignment in writing before such assignment occurs.

VII. Maintenance of Equipment

Section 7.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Oblige shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title (s) from the State and also for ensuring that Oblige is listed as First lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Oblige or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Oblige deems necessary or appropriate to protect Oblige's interest in the Equipment and in this Contract. Obligor shall allow Oblige to examine and inspect the Equipment at all reasonable times.

VIII. Default

Section 8.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- Failure by Obligor to pay any Contract Payment listed on Exhibit A for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Oblige that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Oblige may, but will not be obliged to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Oblige, unless Oblige agrees in writing to all extension of time. Oblige will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Oblige under this Contract.
- Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Oblige.

(f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations,

(g) Obligor defaults on one or more of its other obligations.

(h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 8.02 Remedies on Default. Whenever any Event of Default exists, Obligor shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating this Contract, Obligor may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable,

(b) With or without terminating this Contract, Obligor may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligor as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the event of default occurs, if Obligor fails to deliver the Equipment and any additional collateral, Obligor may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for cost incurred. Notwithstanding that Obligor has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents,

(c) Obligor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligor for all costs incurred by Obligor in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 8.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 8.04 Return of Equipment and Storage.

(a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any Additional Collateral and all required documentation to evidence transfer of title from Obligor to the Obligor in the event of a default or a non-appropriation by delivering the Equipment and any Additional Collateral to the Obligor to a location accessible by common carrier and designated by Obligor. In the case that any of the Equipment and any Additional Collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligor all tangible items constituting such software. At Obligor's request, Obligor shall also certify in a form acceptable to Obligor that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligor and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.

(b) Delivery: The Equipment and any Additional Collateral shall be delivered to the location designated by the Obligor by a common carrier unless the Obligor agrees in writing that a common carrier is not needed. When the Equipment and any Additional Collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligor's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any Additional Collateral or its component parts from the Obligor's property all without liability to the Obligor. Obligor shall pack or crate the Equipment and any Additional Collateral and all of the component parts of the Equipment and any Additional Collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligor the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral.

(c) Condition: When the Equipment is surrendered to the Obligor it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligor to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligor for all amounts reasonably expended in connection with the foregoing.

(d) Storage: Upon written request by the Obligor, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligor. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligor shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

IX. Miscellaneous

Section 9.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 9.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligor or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligor's satisfaction, and Obligor has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligor and Obligor and their respective successors and assigns.

Section 9.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.04 Amendments Addenda Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligor and Obligor. Furthermore, Obligor reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligor for the additional administrative expense resulting from such amendment, addenda, change or modification.

Section 9.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and a copy of which shall constitute but one and the same instrument.

Section 9.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 9.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligor and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit 6, as well as other exhibits or documents that may be required by Obligor. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 9.08 Entire Writing. This Contract constitutes the entire writing between Obligor and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligor and will not apply to this Contract.

Section 9.09 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Section 9.10 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligor and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Pittsburg, Kansas

Signature

Printed Name and Title

University Bank

Signature

Printed Name and Title

Attested By:

Signature

Printed Name and Title

PURCHASE AGREEMENT

This Purchase Agreement dated as of November _____, 2013 is between University Bank, a Kansas corporation, whose principal place of business is 1206 S. Broadway, Pittsburg, Kansas (Seller) and Berry Companies, Inc. DBA KC Bobcat, a Kansas corporation, whose principal place of business is 1220 S. Hamilton Circle, Olathe, Kansas 66061 (Buyer).

Whereas, Seller is the Oblige on the Government Obligation Contract dated as of July 1, 2013 (Contract) between University Bank (Obligee) and City of Pittsburg, Kansas (Obligor); and

Whereas, Buyer was the Vendor who supplied all of the Equipment (Equipment) listed on Exhibit A of the Contract; and

Whereas; the Obligor has agreed to surrender the Equipment and all rights, title, and interest therein to Seller on _____, 2014 in exchange for Buyer's commitment to make a final payment of \$_____ to Seller. Seller will then release all rights, title and interest in Equipment to the Buyer.

Whereas, the possibility exists that Obligor will not appropriate all of the funds necessary to make this final payment of \$_____ in which case the Seller (Obligee on the Contract) will most likely exercise one or more of the remedies available to Seller including obtaining possession and title to the Equipment; and

Whereas, Buyer has agreed to enter into this Purchase Agreement with Seller as a condition for the Seller to enter into the Contract with Obligor;

NOW THEREFORE, the parties hereto hereby agree as follows:

(1) On _____, 2014 Buyer hereby agrees to buy this Equipment from Seller in an amount equal to the final payment amount of \$_____ plus accrued interest earned thereon up until the date of transfer.

(2) Buyer represents and warrants as follows:

- a. Buyer is duly organized and validly existing in good standing under the laws of the state of its incorporation.
- b. Buyer has full power and authority to carry on its business as presently conducted, to enter into this agreement, and to perform its obligations under this agreement.
- c. The execution, delivery and performance of this agreement and the transactions contemplated hereby have been duly and validly authorized by all requisite action on the part of the Buyer.
- d. This agreement is a legal and binding obligation of Buyer, enforceable in accordance with its terms.
- e. Buyer has incurred no liability, contingent or otherwise, for brokers' or finders' fees relating to the transaction contemplated by this agreement for which Seller shall have any responsibility whatsoever.
- f. Buyer is knowledgeable, competent, and experienced in the industry and has independently evaluated and interpreted all information and data relating to the equipment prior to entering into this agreement and understands and is fully able to bear the risk associated with this agreement. Buyer acknowledges that Seller has made no statements or representations concerning the present or future value of the equipment and Buyer has relied solely upon its independent inspection, estimates, computations, evaluations, reports, studies and knowledge of the equipment.
- g. These representations and warranties shall survive the closing.

(3) Notwithstanding anything to the contrary, Seller makes no representations or warranties with respect to the equipment that is the subject of this agreement. Buyer agrees to purchase and Seller shall convey the property "as is, where is" without any representations, understandings, and/or express or implied warranties of any kind, including representations, understandings, and/or warranties as to description, value, quality, condition, merchantability, or fitness for a particular purpose. Buyer acknowledges and agrees that Seller is not in the possession of the equipment and that the Obligor is in possession of the equipment and in control of such Equipment. Buyer acknowledges that Seller is neither the manufacturer or distributor, and that Seller has no knowledge or familiarity with the Equipment. Buyer agrees to settle all claims, defenses, setoffs, and counterclaims it may have with any manufacturer, distributor, or other party related to the equipment, and will not assert any such claims against Seller.

(4) The terms and conditions of this agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

Berry Companies, Inc. DBA KC Bobcat

University Bank

Signature

Signature

Printed Name and Title

Printed Name and Title

48-0797941
Tax ID Number

Exhibit A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of November_____, 2013, between University Bank [Obligee] and City Pittsburg, Kansas (Obligor)

Below is detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Bobcat E50 A70 Excavator, SN: _____, with 18" Bucket.

One (1) Bobcat S770 Skid Steer Loader (IT4), SN: _____.

Physical Address of Equipment after Delivery: _____

Exhibit B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of November _____, 2013, between University Bank [Obligee] and City Pittsburg, Kansas (Obligor)

	<u>Bobcat E50</u>	<u>Bobcat S770</u>
Date of Payment:	At Closing	At Closing
Original Balance:	\$50,333.00	\$47,354.00
Total Number of Payments:	One (1)	One (1)
Number of Payments Per Year:	One (1)	One (1)

<u>Payment No.</u>	<u>Due Date</u>	<u>Contract Payment</u>	<u>Applied to Interest</u>	<u>Applied to Principal</u>	<u>*Purchase Option Price</u>
1	At Closing	\$7,000.00	\$0.00	\$7,000	\$43,872.05
1	At Closing	\$6,000.00	\$0.00	\$6,000	\$ -to be determined-

On November _____, 2013, possession and any and all rights, title and interest in the Equipment will automatically transfer to the Obligee.

City of Pittsburg, Kansas

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid.

Please list the Source of Funds (Fund item in Budget for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds: General Fund

2013 Bi-Monthly Budget Report

As of October 31, 2013

(83.33% of Fiscal Year has passed)

Budgeted Funds	Revenues (1)			Expenditures			Y-T-D Actual Net	Un-Encumbered Cash Balance 10/31/2013
	Estimated Budget 2013	Y-T-D		Estimated Budget 2013	Y-T-D			
		Revenues 10/31/2013	Percent Received		Expenses 10/31/2013	Percent Used		
General Fund	\$ 14,831,708	\$ 13,940,779	93.99%	\$ 14,997,375	\$ 12,582,111	83.90%	\$ 1,358,668	\$ 3,838,990
Public Library	\$ 733,462	\$ 737,352	100.53%	\$ 743,571	\$ 613,372	82.49%	\$ 123,981	\$ 158,264
Special Alcohol & Drug	\$ 73,453	\$ 62,304	84.82%	\$ 117,739	\$ 54,825	46.57%	\$ 7,479	\$ 51,765
Special Parks & Recreation	\$ 73,453	\$ 62,304	84.82%	\$ 102,628	\$ 91,479	89.14%	\$ (29,175)	\$ -
Street & Highway	\$ 666,172	\$ 676,653	101.57%	\$ 1,168,424	\$ 972,931	83.27%	\$ (296,278)	\$ 270,147
Street & Highway Sales Tax	\$ 925,657	\$ 796,441	86.04%	\$ 1,000,000	\$ 850,065	85.01%	\$ (53,624)	\$ 213,448
Debt Service	\$ 1,152,293	\$ 1,179,394	102.35%	\$ 6,844,933	\$ 6,874,594	100.43%	\$ (5,695,200)	\$ 907,977
Public Utilities	\$ 7,457,012	\$ 5,916,459	79.34%	\$ 5,694,784	\$ 4,381,643	76.94%	\$ 1,534,816	\$ 1,515,328
Stormwater	\$ 765,541	\$ 609,112	79.57%	\$ 582,977	\$ 450,260	77.23%	\$ 158,852	\$ 68,049
TOTALS	\$ 26,678,751	\$ 23,980,799	89.89%	\$ 31,252,431	\$ 26,871,280	85.98%	\$ (2,890,481)	\$ 7,023,968

(1) amounts do not include prior year balances, interfund transfers (except for street sales tax), or internal service fees.

Notable Items:

Sales Tax is up 4.83% for the period January-October 2013 compared to same period for 2012.

Public Utility revenue is down 3.58% compared to same period for 2012.