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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, March 11, 2014**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

- a. Invocation by Pete Mayo of Via Christi
- b. Flag Salute Led by the Mayor
- c. Public Input

**CONSENT AGENDA:**

- a. Approval of the February 25, 2014, City Commission Meeting minutes.
- b. Approval of the Contract for Engineering Services between the City of Pittsburg and Professional Engineering Consultants, P.A. to serve in an advisory role to the Governing Body of the City in matters pertaining to engineering concerns and, if approved, authorize the Mayor to execute the Contract for Engineering Services on behalf of the City.
- c. Approval of the application submitted by Kyle Mullen of 5th Street Bar & Grill, LLC, dba Shotz for a new Dance Hall License for 305 North Broadway and, if approved, direct the City Clerk to issue the license.
- d. Approval of the Appropriation Ordinance for the period ending March 11, 2014, subject to the release of HUD expenditures when funds are received.

**ROLL CALL VOTE.**

**CONSIDER THE FOLLOWING:**

- a. CHOICES SHELTER - Becky Gray, Director of Research, Planning, and Grants Development, of SEK-CAP, Inc. will provide a presentation regarding the vision and goals for homeless services in Pittsburg, provide an update regarding the CHOICES shelter operations, present a shelter Sustainability Plan; and request approval for the City to submit an additional funding request to Kansas Housing Resource Corporation (KHRC) on SEK-CAP's behalf. **Following the presentation, approve or disapprove the request of Ms. Gray to submit a funding request, on SEK-CAP's behalf, to Kansas Housing Resource Corporation (KHRC) for funds in the amount of \$59,595, to be used toward shelter operations.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, March 11, 2014**  
**5:30 PM**

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- b. ORDINANCE No. G-1199 - Approval or disapproval of Ordinance No G-1199, amending Sections 18-414, 18-415, 18-416, 18-417, 18-420, 18-421, 18-422, and 18-423 of the Pittsburg City Code to establish a Building Trades Review Board and amend qualification standards for trades licensing to comply with current State trades licensing requirements. **First and only reading, if the Governing Body concurs.**
  
- c. BUILDING TRADES REVIEW BOARD APPOINTMENTS - Appoint the five members of the current Building Code Board of Appeals, along with two other individuals to first XX-year terms as members of the newly created Building Trade Review Board, effective immediately and to expire on December, 31, 2016. **Appoint a total of seven members to first 3-year terms as members of the Building Trades Review Board.**
  
- d. WESTAR ENERGY ELECTRIC SERVICES AGREEMENTS - Staff is requesting Governing Body approval of Agreements for Electric Service between Kansas Gas and Electric Company dba Westar Energy, Inc. and the City of Pittsburg for Generation Substitution Services at the E. 4th Street Lift Station, Southeast Lift Station and Fire Station #1. **Approve or disapprove staff's request and, if approved, authorize the Mayor to sign the Agreements for Electric Service on behalf of the City.**
  
- e. PLAT - MT. CARMEL PLACE 2nd ADDITION - The Planning and Zoning Commission, in its meeting of September 23rd, 2013, voted unanimously to approve the final plat of Mt. Carmel Place 2nd Addition (being a Replat of Lots 3-6 and 9 of the Mt. Carmel Place Addition to the City of Pittsburg, Crawford County, Kansas) located in the 1000 Block of Mt. Carmel Place. **Approve or disapprove plat and, if approved, authorize the Mayor and City Clerk to sign the plat on behalf of the City of Pittsburg.**

**NON-AGENDA REPORTS & REQUESTS:**

- a. BI-MONTHLY BUDGET REPORT - Director of Finance Jamie Clarkson will present the Bi-Monthly Budget Report as of February 28, 2014.

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
February 25<sup>th</sup>, 2014

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A Regular Session of the Board of Commissioners was held at 5:30 p.m., Tuesday, February 25<sup>th</sup>, 2014, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Michael Gray presiding and the following members present: John Ketterman, Chuck Munsell, Monica Murnan and Patrick O'Bryan.

Jay Gilchrist of Via Christi provided the invocation.

Mayor Gray led the flag salute.

Mayor Gray proclaimed February 25<sup>th</sup>, 2014, as Amy Tripp Day in Pittsburg.

APPROVAL OF MINUTES – FEBRUARY 11<sup>TH</sup>, 2014 – On motion of Munsell, seconded by O'Bryan, the Governing Body approved the minutes of the February 11<sup>th</sup>, 2014, City Commission Meeting as submitted. Motion carried.

2014 TAX ABATEMENT RENEWALS – On motion of Munsell, seconded by O'Bryan, the Governing Body approved the staff recommendation to grant 2014 tax abatement renewals to Aspenwood Directories (Names and Numbers), HI1 (Holiday Inn), and Miller's Inc. Motion carried.

SERVICES AGREEMENT – On motion of Munsell, seconded by O'Bryan, the Governing Body approved the Services Agreement between The Sanborn Map Company, Inc., Crawford County, Kansas and the City of Pittsburg for aerial photography as part of a consortium with Bourbon County, Kansas, with the City's share being \$20,160.30. Motion carried.

ARCHITECTURAL DESIGN SERVICES AGREEMENT – On motion of Munsell, seconded by O'Bryan, the Governing Body approved the Agreement between PKHLS Architecture and the City of Pittsburg to provide architectural design services for the Armory Building FEMA Shelter at a cost of \$7,500.00, and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried.

WAIVER OF CITY BID POLICY – On motion of Munsell, seconded by O'Bryan, the Governing Body approved the staff request to waive the City Bid Policy to purchase a Polygraph Examination System from a single-source supplier and associated computer equipment using City of Pittsburg purchasing contracts, and authorized staff to issue the necessary purchase orders for the equipment purchases. Motion carried.

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February 25<sup>th</sup>, 2014

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DISPOSITION OF BIDS – On motion of Munsell, seconded by O’Bryan, the Governing Body approved the staff recommendation to award a bid for the purchase of three (3) Dodge Charger police package vehicles to Landmark Dodge of Independence, Missouri based on their low bid of \$70,478.37 total, and to award a bid for the purchase of an SUV for the Investigations Division to Shawnee Mission Ford of Shawnee, Kansas based on their low bid of \$25,586.00, and authorized staff to issue the necessary purchase orders. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by O’Bryan, the Governing Body approved the Appropriation Ordinance for the period ending February 25<sup>th</sup>, 2014, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Gray, Ketterman, Munsell, Murnan and O’Bryan. Motion carried.

KELCE COLLEGE OF BUSINESS ECONOMIC RESEARCH PROPOSAL – On motion of Murnan, seconded by O’Bryan, the Governing Body approved the staff recommendation to support the Kelce College of Business Economic Research Proposal at an investment level of \$10,000 for one year. Motion carried 4 to 1 with Munsell voting no.

Economic Development Director Blake Benson stated the Kelce College of Business prepared a report late last year that provided a snapshot of economic indicators about the Pittsburg area. This report was provided to the City, and at the request of the City the report was also provided to every Pittsburg business. It was felt this report provided information that was not only good for existing businesses to have when looking at their future plans and where to grow, but it was a great marketing tool as well when trying to lure business prospects to Pittsburg. The EDAC felt this was a good investment and, therefore, recommended approval of a request to help fund production of a quarterly economic indicators report.

EXECUTIVE SESSION – On motion of O’Bryan, seconded by Murnan, the Governing Body recessed into Executive Session not to exceed 30 minutes for preliminary discussions relating to the acquisition of real property. Motion carried.

The Governing Body recessed into Executive Session at 5:38 p.m.

The Governing Body reconvened into Regular Session at 5:47 p.m.

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

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February 25<sup>th</sup>, 2014

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BROADWAY AND 20<sup>TH</sup> INTERSECTION IMPROVEMENTS – On motion of O’Bryan, seconded by Murnan, the Governing Body approved the staff request to acquire properties necessary for the Broadway and 20<sup>th</sup> Intersection Improvements Project. Motion carried.

YMCA EXPANSION PROJECT – On motion of Gray, seconded by Munsell, the Governing Body approved the staff recommendation to approve a request submitted by the Pittsburg Family YMCA for a commitment from the City of up to \$50,000 to assist with the repair or relocation of an underground storm drain that needs to be addressed during the 4,000 square foot planned expansion of the YMCA’s gymnastics area. Motion carried 3 to 2 with Ketterman and O’Bryan voting no.

Benson stated the funding will assist with the planned expansion of the gymnastics area. As the contractor was getting ready to begin construction, a storm sewer problem was uncovered that had to be corrected. In this regard, they approached the EDAC to see if there was any assistance available. Benson stated the EDAC entertained this request because even though it is a non-profit, the YMCA is still one of the City’s local employers and is important to the community. Originally, the EDAC considered a 50/50 split, but they ultimately concluded unanimously that if something were to go wrong with the storm sewer system the City would have to fix it anyway. Therefore, the EDAC recommended the \$50,000 to assist with the repair of the storm sewer system come out of the Revolving Loan Funds.

Commissioner O’Bryan stated he was under the impression from earlier talks that the repairs would be split 50/50 because the City thought it was a viable option. He stated the building doesn’t have to be built over the storm sewer and that he just has a problem himself taking the full recommendation of the EDAC. O’Bryan stated he appreciated their thought behind it (comparing it to the storm sewer situation at Walgreen’s), but pointed out that Walgreen’s brings a lot of sales tax dollars and employees to the area. He stated he would have an issue bumping the funding from \$25,000 to the \$50,000 level.

Mayor Gray stated he also understood that maybe the work to the storm sewer was not necessary for the completion of the project, and wondered whether the revolving loan funds would be the appropriate funds or whether there were funds available in the utility budget to address this type of issue.

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Commissioner Ketterman stated he also shared the same concerns, whether or not this was the best place for these funds to be utilized and how the City would be able to repair the sewer if the building were to be constructed over it.

Director of Public Utilities John Bailey responded by stating that normally the City would not allow an industrial building to be constructed over the storm sewer, but since the YMCA is a public service type agency this was probably the City's best compromise. He added it was his fear that at some point the storm sewer would need to be rebuilt, but the thousands of dollars needed to rebuild or move the storm sewer are not in the budget and would probably be more than what the entire building was worth.

ORDINANCE NO. S-1013 – On motion of Gray, seconded by Murnan, the Governing Body approved FIRST AND ONLY READING of Ordinance No. S-1013 authorizing the execution of the Second Amendment to the Loan Agreement between the City of Pittsburg, Kansas and the State of Kansas, acting by and through the Kansas Department of Health and Environment for the purpose of obtaining a loan from the Kansas Water Pollution Control Revolving Fund for the purpose of financing a wastewater treatment project; establishing a dedicated source of revenue for repayment of such loan; authorizing and approving certain documents in connection therewith; and authorizing certain other actions in connection with the Loan Agreement. Motion carried.

EQUIPMENT LEASE – On motion of Murnan, seconded by O'Bryan, the Governing Body approved staff's request to purchase a Pierce Pumper Truck in the amount of \$656,584.27 by accepting the quote submitted by Community National Bank for a ten-year lease/purchase agreement at the rate of 2.46% with an annual payment of \$74,865.53, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

EQUIPMENT LEASE – On motion of Murnan, seconded by O'Bryan, the Governing Body approved staff's request to purchase 54 Scott SCBA air packs, 108 Scott SCBA 5500 psi bottles, a 5500 psi Scott cascade air compressor, and associated equipment for use by the Pittsburg Fire Department in the amount of \$344,695.00 by accepting the quote submitted by Community National Bank for a ten-year lease/purchase agreement at the rate of 2.46% with an annual payment of \$39,303.07, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
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February 25<sup>th</sup>, 2014

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DISPOSITION OF BIDS – On motion of Murnan, seconded by Ketterman, the Governing Body approved staff's request to purchase seven sets of NFPA compliant bunker gear and associated equipment for use by the Pittsburg Fire Department from 1<sup>st</sup> Due, of Bartlett, Kansas, in the amount of \$16,746.45, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

Fire Chief Mike Simons stated he would like to make the public aware that members of the Fire Department would be completing a full-department training exercise at the North Broadway McDonald's on Sunday, March 2<sup>nd</sup>. The restaurant is scheduled for removal; however, the owners are permitting the Fire Department to utilize the structure for a training exercise before it is ultimately removed. Simons stated the restaurant will appear to be on fire, complete with smoke pouring out and fire trucks surrounding the scene, so he wanted everyone to be aware that it was only a training exercise.

#### NON-AGENDA REPORTS AND REQUESTS:

REVIEW OF CITY CODES – Staff provided a review of City Codes regarding the abatement of nuisance trees, hedges, and shrubbery in the City.

Parks and Recreation Director Kim Vogel stated her department receives the question quite often from the public as to the responsibility of trees and shrubs located between the curb and the sidewalk. She stated that according to City Codes, trees and shrubs located in these areas are the property owner's responsibility to maintain. Vogel stated the City publishes a full notice every year to make the public aware of their responsibilities in this regard.

Commissioner Munsell stated he recently received a complaint about papers such as the Sun Line Shopper being thrown into people's driveways and yards and left there for long periods of time. He stated there had to be a better way of distributing these papers so they would not become such a nuisance. City Manager Daron Hall stated he felt the first thing that should be done would be to contact the distributor of the papers to make them aware of the concerns and to discuss what could be done to prevent the problem.

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February 25<sup>th</sup>, 2014

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ADJOURNMENT: On motion of Murnan, seconded by Munsell, the Governing Body adjourned the meeting at 7:05 p.m. Motion carried.

\_\_\_\_\_  
Michael E. Gray, Mayor

ATTEST:

\_\_\_\_\_  
Joye VanGorden, Deputy City Clerk



DEPARTMENT OF PUBLIC WORKS

201 W. 4<sup>th</sup> 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:** March 4, 2014

**SUBJECT:** Agenda Item – March 11, 2014  
PEC Contract for Engineering Services

---

The City of Pittsburg does not have a full time licensed engineer on staff. There are several occasions and a few State Statues that require the services of a Licensed Engineer. To serve in this capacity, the City has contracted with Professional Engineering Consultants, P.A. (PEC) to serve as its City Engineer. The City originally entered into a contract with PEC to engage their services on an independent contractor basis in April 2001. This contract was updated in November 2002, January 2007 and again in June 2008. The current contract with PEC has expired, so the City is taking the opportunity to take advantage of the additional manpower and resources they have located here in their Pittsburg office.

The previous contract required that PEC have the presence of an Engineer at a City facility at least sixteen (16) hours a week. The new contract will allow for on-call engineering services for meetings and for projects when these services are needed or required. PEC will provide a detailed invoice to the City for the manhours they have involved with each project. This will be more economical for the City. The engineering services will not be tied to one individual and PEC will be allowed to use all of their resources to respond to the needs of the City. The staff will still request proposals on larger projects from qualified firms and award the services based on qualifications, experience, staffing and competitive proposals.

**MEMO TO: DARON HALL**  
**MARCH 4, 2014**  
**PAGE TWO**

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 11, 2014. Action necessary will be approval or disapproval of the Contract for Engineering Services and, if approved, authorize the Mayor to sign the agreement on behalf of the City.

Attachment: PEC Contract for Engineering Services

CONTRACT

for

ENGINEERING SERVICES

between

THE CITY OF PITTSBURG, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P. A.

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by  
and between

THE CITY OF PITTSBURG, KANSAS

Party of the First Part, hereinafter called the

“CITY”

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 South Topeka, Wichita, Kansas

Party of the Second Part, hereinafter called the

“CONSULTANT”

WITNESSETH:

WHEREAS the CITY desires to engage the services of the CONSULTANT to serve in an advisory role to the governing body of the CITY in matters pertaining to engineering concerns; and

WHEREAS the CITY is authorized by law to employ Consulting Engineers to assist the CITY and to prepare reports, studies and investigations:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. THE CONSULTANT AGREES

- A. Upon written request, provide a professional registered engineer at a regularly Scheduled meeting of the CITY Commission.

- B. Upon written request, provide routine advice on matters pertaining to engineering problems confronting the CITY.
- C. Upon written request, review proposed plats and site plans submitted to the CITY for conformance to CITY standards.
- D. To be available in person or by telephone for consultation on matters not requiring extensive research for resolution.
- E. To accept compensation for items 1.A through 1.D above per mutual agreement with the CITY and Attachment No. 1. Other items that may require extensive time and effort will be negotiated as needed, and will be evaluated with the CITY prior to PEC performing the work. Compensation for those items will be per mutual agreement with the City.

II. THE CONSULTANT FURTHER AGREES:

- A. To accept via separate contract engineering, surveying, landscape architectural projects, studies and investigations that the CITY may undertake during the term of this contract and desire the CONSULTANT to perform. If the CONSULTANT cannot accept the project due to staff limitations, the CONSULTANT will advise the CITY in writing. Projects that entail the preparation of plans and specifications shall be performed in accordance with negotiated fee arrangements at the Standard Hourly Rates specified in Attachment No. 1.
- B. To accept compensation for the services herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered.
- C. To submit monthly billings to the CITY for costs accrued in the performance of the services herein described. Said billings will contain descriptions of work items performed by each employee by name and with their classification.
- D. That all maps, drawings, and studies will remain the property of the CITY.

III. THE CITY AGREES:

- A. To furnish the CONSULTANT for his use all prior data developed relative to the CITY requests and projects including applications, reports, design calculations, drawings and pertinent correspondence with State and Federal agencies.

- B. To promptly review all preliminary submittals from the CONSULTANT and to transmit any suggested revisions, modifications or changes to be made.
- C. To pay the CONSULTANT for his services in accordance with the requirements of this Agreement.
- D. To notify the CONSULTANT at least two working days in advance of any scheduled discussion or information to be developed by the CONSULTANT at a regularly scheduled meeting of the CITY Commission.

IV. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY and the CONSULTANT to terminate this Agreement at any time, upon written notice. The CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement.
- B. That the document "PEC Standard Conditions" attached hereto shall become a part of this agreement

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Agreement as of the date first written above.

SEAL

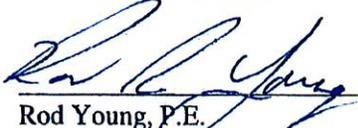
CITY OF PITTSBURG, KANSAS

\_\_\_\_\_  
Michael Gray, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Nagel, City Clerk

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Rod Young, P.E.  
President/CEO

ATTEST:



Bruce D. Remsberg, P.E.  
Principal

ATTACHMENT NO. 1

STANDARD HOURLY COSTS

Standard hourly rates are attached and fees will be calculated at the number of hours per classification times the hourly rate.

Cost for materials, computer time, sub consultants, travel and subsistence are additive to above costs.

The attached rates are subject to change and will be submitted for CITY approval January of each year of this contract unless there is no change in rates. Charges for services and expenses incurred under this agreement will be based on the rates and charges in effect at the time services are performed and expenses are incurred.

PEC STANDARD CONDITIONS

1. STANDARD OF CARE: Professional Engineering Consultants, P.A., its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "PEC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. PEC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.

2. USE OF DOCUMENTS: Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited. ~~PEC shall retain ownership thereof.~~ BDR

3. INSURANCE: PEC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.

4. NO GUARANTEE: PEC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. PEC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.

5. INDEMNIFICATION/HOLD HARMLESS: PEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from PEC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by PEC or anyone for whom PEC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PEC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PEC is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of PEC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.

6. DISPUTES: Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be

~~governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.~~ BDR

~~7. ASSIGNMENT OR SUBLETTING OF CONTRACT: Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement shall be binding upon the Client, its successors and assigns.~~ BDR

8. NON PAYMENT/TERMINATION OF AGREEMENT: If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PEC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PEC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PEC for the value of services rendered up to the time of termination.

9. DIFFERING SITE CONDITIONS: The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PEC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold PEC harmless from all claims for Differing Site Conditions, provided PEC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.

10. EXTRA WORK: Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.

11. FORCE MAJEURE: The Client shall not hold PEC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PEC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

12. AGREEMENT SOLELY FOR PARTIES' BENEFIT: This agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.

13. LIMITATION OF LIABILITY: ~~To the fullest extent permitted by law, PEC's total liability to Client is limited to the greater of \$50,000 or two times PEC's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability.~~ BDR In no event shall PEC be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

2014 RATE SCHEDULE\*\*  
ATTACHMENT A.2

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer 5.....	\$155.00
Principal Engineer 4.....	<del>\$150.00</del> 140.00
Principal Engineer 3.....	\$140.00
Principal Engineer 2.....	\$135.00
Principal Engineer 1.....	\$128.00
Project Manager 6.....	\$145.00
Project Manager 5.....	\$130.00
Project Manager 4.....	\$120.00
Project Engineer 5.....	\$115.00
Project Engineer 4.....	<del>\$105.00</del> 100.00
Project Engineer 3.....	\$95.00
Project Engineer 2.....	<del>\$85.00</del>
Design Engineer 4.....	\$95.00
Design Engineer 3.....	<del>\$85.00</del> 80.00
Design Engineer 2.....	<del>\$78.00</del> 70.00
Landscape Arch. 4.....	\$123.00
Landscape Arch. 3.....	\$85.00
Land Use Planner 3.....	\$110.00
Land Use Planner 2.....	\$90.00
Airport Planner 4.....	\$115.00
Design Technician Supervisor 5.....	\$115.00
Design Technician Supervisor 4.....	\$105.00
Design Technician Supervisor 3.....	<del>\$90.00</del> 85.00
Design Technician 5.....	\$92.00
Design Technician 4.....	\$78.00
Design Technician 3.....	<del>\$65.00</del> 60.00
Design Technician 2.....	<del>\$55.00</del> 50.00
Drafter/CAD Operator 4.....	\$65.00
Drafter/CAD Operator 3.....	\$55.00
Drafter/CAD Operator 2.....	\$48.00
Balance Technician 4.....	\$80.00
Balance Technician 3.....	\$70.00
Balance Technician 1.....	\$50.00
Land Surveyor 4.....	<del>\$100.00</del> 95.00
Land Surveyor 3.....	\$90.00
Land Surveyor 2.....	<del>\$75.00</del> 70.00
Party Chief 4.....	\$62.00
Instrument Man 3.....	\$65.00
Instrument Man 2.....	\$52.00
Survey Assistant 4.....	\$57.00
Survey Assistant 3.....	\$55.00
Survey Assistant 2.....	\$50.00
Survey Assistant 1.....	\$34.00
3 Man Survey Crew.....	\$185.00
2 Man Survey Crew.....	\$150.00
2 Man Survey Crew w/ Robot.....	\$160.00

2014 RATE SCHEDULE  
ATTACHMENT A.2  
Page 2

<u>TITLE</u>	<u>HOURLY RATE *</u>
1 Man Survey Crew w/ Robot.....	\$130.00
1 Man Survey Crew w/ GPS.....	\$130.00
Field Engineer 5.....	\$135.00
Field Engineer 4.....	\$100.00
Field Engineer 3.....	\$95.00
Field Engineer 2.....	\$85.00
Inspector 6.....	\$85.00
Inspector 5.....	\$78.00
Inspector 4.....	\$70.00
Inspector 3.....	\$67.00
Lab Technician Supervisor 3.....	\$80.00
Lab Technician 4.....	\$65.00
Lab Technician 3.....	\$60.00
Lab Technician 2.....	\$55.00
Lab Technician 1.....	\$51.00
Administrative Assistant Supervisor 2.....	\$67.00
Administrative Assistant 4.....	\$60.00
Administrative Assistant 3.....	\$52.00
Clerk Typist 2.....	\$50.00
Clerk Typist 1.....	\$45.00
Computer Programmer.....	\$75.00
CADD Assistant 1.....	\$35.00
Technical Writer 4.....	\$75.00
Technical Writer 3.....	\$65.00
Public Relations 1.....	\$95.00
Computer/CADD.....	\$18.00
Infrared Camera.....	\$50.00
Ground Penetrating Radar (concrete).....	\$50.00
*Premium time for all non-salaried personnel	1.5 multiplier

45.00

REIMBURSABLES:

Outside Consultants.....	Cost plus 10%
Reproduction & Photography.....	Cost plus 10%
Equipment Rental.....	Cost plus 10%
Material.....	Cost plus 10%
Auto Mileage.....	\$0.56/Mile
ATV.....	\$20.00/Hour
GPS.....	\$50.00/Hour
3D Laser Scanner.....	\$150.00/Hour
Car Rental and Fuel.....	Cost
Per Diem.....	\$32.00/Day
Telephone (Long Distance).....	No Charge
Postage (Regular Mail).....	No Charge
Deliveries and Overnight Mail.....	Cost plus 10%
Travel, Hotel, Meals, and Subsistence.....	Cost
Filing Fees.....	Cost

\*\*The rates shown above are effective for services through December 31, 2014,  
and are subject to revision thereafter.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	2/21/2014			172349		

* * 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
4205	AMERICAN BANKERS INS CO OF FL	R	2/21/2014			172347		4,949.00
4263	COX COMMUNICATIONS KANSAS LLC	R	2/21/2014			172348		1,482.67
0036	JOHN DEERE CREDIT	R	2/21/2014			172350		50,817.23
2877	KDHE - BUREAU OF WATER	R	2/21/2014			172351		25.00
2877	KDHE - BUREAU OF WATER	R	2/21/2014			172352		25.00
2877	KDHE - BUREAU OF WATER	R	2/21/2014			172353		25.00
1	MOSAIC	R	2/21/2014			172354		15.00
1	O'NEIL, BRIAN	R	2/21/2014			172355		400.00
1	SELF, VERN	R	2/21/2014			172356		140.00
1108	WESTAR ENERGY	R	2/21/2014			172357		89.94
7060	PHILIPPE'S	R	2/24/2014			172359		1,051.20
1	WARE, RON & DORA	R	2/24/2014			172360		660.00
0067	ARBOR DAY FOUNDATION	R	2/28/2014			172379		15.00
4145	DUE NORTH CONSULTING, INC	R	2/28/2014			172380		300.00
1	HIGGINBOTHAM, JOHN	R	2/28/2014			172381		60.00
1	JORDAN, JEFF	R	2/28/2014			172382		60.00
0380	KANSAS DEPARTMENT OF REVENUE	R	2/28/2014			172383		75.00
6817	LYNN JENKINS OFFICE SUPPLY ACC	R	2/28/2014			172384		62.00
1	MORGAN, KACEY	R	2/28/2014			172385		144.00
6246	PATRICK O'BRYAN	R	2/28/2014			172386		323.33
1	P-BURG COMMUNITY CHILD CARE	R	2/28/2014			172387		35,000.00
1	QUINTEROS, LISA	R	2/28/2014			172388		36.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0349	UNITED WAY OF CRAWFORD COUNTY	R	2/28/2014			172389		88.25
2350	WASTE CORPORATION OF MISSOURI	R	2/28/2014			172390		297.15
6712	WEBQA INC	R	2/28/2014			172391		1,920.00
1108	WESTAR ENERGY	R	2/28/2014			172392		40.44
5371	PITTSBURG FAMILY YMCA	R	2/28/2014			172393		121.14
1545	JRB INDUSTRIES INC	R	2/28/2014			172394		4,000.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	3/04/2014			172402		400.01
2004	AIRE-MASTER OF AMERICA, INC.	R	3/04/2014			172403		15.91
7145	GATEHOUSE MEDIA, INC	R	3/04/2014			172404		34.75
6956	BSN SPORTS, INC	R	3/04/2014			172405		1,163.46
0748	CONRAD FIRE EQUIPMENT INC	R	3/04/2014			172406		190.47
5857	CREATIVE PRODUCT SOURCING INC	R	3/04/2014			172407		477.45
6740	FELD FIRE	R	3/04/2014			172408		15.00
0613	GOVERNMENT RESEARCH SERVICE	R	3/04/2014			172409		106.50
5770	JOPLIN FREIGHTLINER SALES INC	R	3/04/2014			172410		332.52
0089	KANSAS ASSOCIATION CHIEFS OF P	R	3/04/2014			172411		30.00
1	MCWILLIAMS, BARBARA	R	3/04/2014			172412		110.18
6682	MID-STATES FITNESS REPAIR	R	3/04/2014			172413		405.00
7078	PARADISE MALL	R	3/04/2014			172414		7.47
5911	PB HOIDALE CO INC	R	3/04/2014			172415		26,298.36
7079	PLATINUM SERVICE GROUP, INC	R	3/04/2014			172416		782.93
6571	ROUTE 66 ELECTRIC, LLC	R	3/04/2014			172417		292.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6716	SID BOEDEKER SAFETY SHOE SERVI	R	3/04/2014			172418		95.99
5904	TASC	R	3/04/2014			172419		1,969.59
7099	TASER INERNATIONAL, INC.	R	3/04/2014			172420		610.96
7053	U.S. PEROXIDE, LLC	R	3/04/2014			172421		950.00
4839	VAN BECELAERE MACHINE WORKS, I	R	3/04/2014			172422		580.00
1108	WESTAR ENERGY	R	3/04/2014			172423		43.20
0011	AMERICAN ELECTRIC INC	E	2/26/2014			999999		399.91
0026	STANDARD INSURANCE COMPANY	D	3/03/2014			999999		1,270.36
0044	CRESTWOOD COUNTRY CLUB	E	2/26/2014			999999		313.62
0046	ETTINGERS OFFICE SUPPLY	E	2/26/2014			999999		2,232.42
0055	JOHN'S SPORT CENTER	E	2/26/2014			999999		3,411.93
0056	NEWSPAPER HOLDINGS	E	2/26/2014			999999		955.68
0063	LOCKE WHOLESALE SUPPLY	E	2/26/2014			999999		657.06
0078	SUPERIOR LINEN SERVICE	E	2/26/2014			999999		36.35
0087	FORMS ONE	E	2/26/2014			999999		573.00
0088	D & H LEASING INC	E	2/26/2014			999999		124.90
0101	BUG-A-WAY INC	E	2/26/2014			999999		190.00
0105	PITTSBURG AUTOMOTIVE INC	E	2/26/2014			999999		2,898.35
0112	MARRONES INC	E	2/26/2014			999999		247.70
0117	THE MORNING SUN	E	2/26/2014			999999		821.39
0128	VIA CHRISTI HOSPITAL	E	2/26/2014			999999		1,505.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	2/26/2014			999999		16.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0145	BROADWAY LUMBER COMPANY, INC.	E	2/26/2014			999999		791.63
0154	BLUE CROSS & BLUE SHIELD	D	2/21/2014			999999		63,099.68
0154	BLUE CROSS & BLUE SHIELD	D	2/28/2014			999999		30,794.34
0154	BLUE CROSS & BLUE SHIELD	D	3/03/2014			999999		29,630.88
0163	O'REILLY AUTOMOTIVE INC	E	2/26/2014			999999		149.60
0181	INGRAM	E	2/26/2014			999999		44.83
0183	PRO-PRINT INC	E	2/26/2014			999999		40.00
0194	KANSAS STATE TREASURER	D	2/28/2014			999999		258,572.50
0199	KIRKLAND WELDING SUPPLIES	E	2/26/2014			999999		11.50
0200	SHERWIN WILLIAMS COMPANY	E	2/26/2014			999999		119.15
0294	COPY PRODUCTS, INC.	E	2/26/2014			999999		166.00
0300	PITTSBURG FORD-MERCURY, INC.	E	2/26/2014			999999		616.55
0306	CASTAGNO OIL CO INC	E	2/26/2014			999999		46.20
0317	KUNSHEK CHAT & COAL CO, INC.	E	2/26/2014			999999		13,862.14
0321	KP&F	D	2/28/2014			999999		39,732.78
0329	O'MALLEY IMPLEMENT CO INC	E	2/26/2014			999999		31.52
0339	GENERAL MACHINERY	E	2/26/2014			999999		2,033.97
0345	VICTOR L PHILLIPS CO	E	2/26/2014			999999		170.93
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	2/26/2014			999999		4,920.00
0375	CONVENIENT WATER COMPANY	E	2/26/2014			999999		25.00
0420	CONTINENTAL RESEARCH CORP	E	2/26/2014			999999		215.45
0512	CALIFORNIA CONTRACTORS SUPPLIE	E	2/26/2014			999999		367.66

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0516	AMERICAN CONCRETE CO INC	E	2/26/2014			999999		160.75
0728	ICMA	D	2/28/2014			999999		948.93
0803	OLD DOMINION BRUSH CO	E	2/26/2014			999999		1,568.10
0823	TOUCHTON ELECTRIC INC	E	2/26/2014			999999		379.55
0837	BLACKBURN MANUFACTURING CO	E	2/26/2014			999999		100.17
1050	KPERS	D	2/28/2014			999999		35,255.08
1199	SCURLOCK INDUSTRIES CORP	E	2/26/2014			999999		441.00
1371	KURT'S TRACTOR REPAIR	E	2/26/2014			999999		115.36
1478	KANSASLAND TIRE OF PITTSBURG	E	2/26/2014			999999		229.34
1619	MIDWEST TAPE, LLC	E	2/26/2014			999999		230.91
1633	FISHNET SECURITY INC	E	2/26/2014			999999		406.72
1680	FIREHOUSE SOFTWARE	E	2/26/2014			999999		1,395.00
1693	EBSCO SUBSCRIPTION SERVICE	E	2/26/2014			999999		3,793.26
1871	RAINBOW GROUP, LLC	E	2/26/2014			999999		336.40
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	2/26/2014			999999		9,012.72
2035	O'BRIEN ROCK CO., INC.	E	2/26/2014			999999		81.32
2111	DELL MARKETING L.P.	E	2/26/2014			999999		5,180.99
2433	THE MORNING SUN	E	2/26/2014			999999		220.36
2767	BRENNTAG SOUTHWEST, INC	E	2/26/2014			999999		1,590.00
2960	PACE ANALYTICAL SERVICES INC	E	2/26/2014			999999		1,332.00
3126	W.W. GRAINGER, INC	E	2/26/2014			999999		245.61
3192	MUNICIPAL CODE CORP	E	2/26/2014			999999		484.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3248	AIRGAS USA LLC	E	2/26/2014			999999		57.91
3971	FASTENAL COMPANY	E	2/26/2014			999999		204.95
3972	WASHINGTON ELECTRONICS INC	E	2/26/2014			999999		1,096.05
4133	T.H. ROGERS HOMECENTER	E	2/26/2014			999999		224.84
4197	ENVIRONMENTAL SYSTEMS RESEARCH	E	2/26/2014			999999		25,000.00
4262	KDHE	E	2/25/2014			999999		551,330.76
4307	HENRY KRAFT, INC.	E	2/26/2014			999999		126.56
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	2/26/2014			999999		379.26
4501	JAMES D PATTERSON	E	2/26/2014			999999		90.67
4698	THE MORNING SUN	E	2/26/2014			999999		158.07
4711	PENGUIN RANDOM HOUSE, LLC	E	2/26/2014			999999		108.75
4766	ACCURATE ENVIRONMENTAL	E	2/26/2014			999999		2,699.05
5185	FERGUSON ENTERPRISES INC	E	2/26/2014			999999		13,114.64
5275	US LIME COMPANY-ST CLAIR	E	2/26/2014			999999		4,038.91
5287	AMSTERDAM PRINTING & LITHO	E	2/26/2014			999999		54.94
5295	SPRINGFIELD BLUEPRINT	E	2/26/2014			999999		111.88
5340	COMMERCE BANK TRUST	E	2/26/2014			999999		24,053.42
5668	COUNTRYSIDE ANIMAL HOSPITAL OF	E	2/26/2014			999999		107.25
5855	SHRED-IT USA INC	E	2/26/2014			999999		423.21
5904	TASC	D	3/03/2014			999999		7,578.26
5907	BREATHING AIR SERVICES INC	E	2/26/2014			999999		591.50
6175	HENRY C MENGHINI	E	2/26/2014			999999		1,237.82

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6203	SOUTHWEST PAPER CO INC	E	2/26/2014			999999		271.14
6415	ING FINANCIAL ADVISORS	D	2/28/2014			999999		4,162.00
6718	NATIONAL SCREENING BUREAU	E	2/26/2014			999999		33.00
6721	LLOYDS TRASH SERVICE	E	2/26/2014			999999		26.78
6805	WELLNESS INNOVATIONS & NURSING	E	2/26/2014			999999		4,826.29
6952	ADP INC	D	2/21/2014			999999		2,433.15
6952	ADP INC	D	2/27/2014			999999		2,387.50
6952	ADP INC	D	2/28/2014			999999		2,815.95
7050	KRIZ-DAVIS CO.	E	2/26/2014			999999		1,201.97
7118	SP DESIGN & MFG, INC	E	2/26/2014			999999		153.36
7123	RECREONICS, INC	E	2/26/2014			999999		192.72
7130	TREKK DESIGN GROUP, LLC	E	2/26/2014			999999		850.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	50	137,134.60	0.00	137,134.60
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	13	478,681.41	0.00	478,681.41
EFT:	81	698,108.93	44.23CR	698,064.70
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		144	1,313,924.94	44.23CR	1,313,880.71
BANK: 80144	TOTALS:	144	1,313,924.94	44.23CR	1,313,880.71

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0046	ETTINGERS OFFICE SUPPLY	E	3/03/2014			999999		8.73
0054	JOPLIN SUPPLY COMPANY	E	2/24/2014			999999		230.18
0105	PITTSBURG AUTOMOTIVE INC	E	2/24/2014			999999		35.88
0105	PITTSBURG AUTOMOTIVE INC	E	3/03/2014			999999		187.71
0109	RANDY VILELA TRUCKING & HAULIN	E	3/03/2014			999999		6,045.00
0300	PITTSBURG FORD-MERCURY, INC.	E	2/25/2014			999999		17,685.00
0516	AMERICAN CONCRETE CO INC	E	2/24/2014			999999		17.00
0650	HOME CENTER CONSTRUCTION	E	2/24/2014			999999		38,722.50
0866	AVFUEL CORPORATION	E	3/03/2014			999999		29,226.03
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	2/24/2014			999999		5.00
2027	COLLEEN BROOKS	E	2/24/2014			999999		50.00
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	2/24/2014			999999		26,282.79
2921	DP2 BILLING SOLUTIONS, LLC	E	3/03/2014			999999		1,411.95
3272	DUNCAN HOUSING LLC	E	3/03/2014			999999		352.63
5609	RON WHITE	E	3/03/2014			999999		70.00
5800	INFRASTRUCTURE TECHNOLOGIES LL	E	3/03/2014			999999		1,500.00
6402	BEAN'S TOWING & AUTO BODY	E	2/24/2014			999999		1,295.86
6508	JOHN H BAILEY	E	2/24/2014			999999		67.20
6508	JOHN H BAILEY	E	3/03/2014			999999		145.01
6816	DEFFENBAUGH OF ARKANSAS LLC	E	2/24/2014			999999		872.00
6822	ELIZABETH BRADSHAW	E	3/03/2014			999999		181.00
6995	SUMMER WARREN	E	3/03/2014			999999		80.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7028	MATTHEW L. FRYE	E	2/24/2014			999999		400.00
7029	ELISABETH GORDON	E	3/03/2014			999999		210.00
7142	SANBORN MAP COMPANY INC	E	3/03/2014			999999		2,016.03

* * 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:	25	127,097.50	0.00	127,097.50
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
	25	127,097.50	0.00	127,097.50
BANK: EFT TOTALS:	25	127,097.50	0.00	127,097.50

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 2/19/2014 THRU 3/04/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7106	GEORGIA BATES	R	3/03/2014			172395		600.00
6266	KENNETH JOSEPH BRADY	R	3/03/2014			172396		274.00
6585	CLASS HOMES 1 LLC	R	3/03/2014			172397		91.00
6168	K AND B RENTALS LLC	R	3/03/2014			172398		590.00
1800	DAN RODABAUGH	R	3/03/2014			172399		59.00
6451	NAZAR SAMAN	R	3/03/2014			172400		913.00
4636	WESTAR ENERGY, INC. (HAP)	R	3/03/2014			172401		1,086.00
0006	OLIN CHANDLER	E	3/04/2014			999999		200.00
0013	ASHLEY K. CANTRELL	E	3/04/2014			999999		503.00
0140	A&M RENTALS	E	3/04/2014			999999		851.00
0266	JOHN S KUTZ	E	3/04/2014			999999		695.00
0855	CHARLES HOSMAN	E	3/04/2014			999999		371.00
0969	SEK-CAP INC	E	3/04/2014			999999		111.28
1008	BENJAMIN M BEASLEY	E	3/04/2014			999999		513.00
1231	JOHN LOVELL	E	3/04/2014			999999		266.00
1609	PHILLIP H O'MALLEY	E	3/04/2014			999999		4,830.00
1638	VERNON W PEARSON	E	3/04/2014			999999		545.00
1688	DORA WARE	E	3/04/2014			999999		592.00
1961	DUSTIN D MAJOR	E	3/04/2014			999999		318.00
1982	KENNETH STOTTS	E	3/04/2014			999999		1,933.00
1985	RICK A MOORE	E	3/04/2014			999999		1,061.00
2304	DENNIS HELMS	E	3/04/2014			999999		216.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 2/19/2014 THRU 3/04/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2339	CHRIS WINDSOR	E	3/04/2014			999999		149.00
2542	CHARLES YOST	E	3/04/2014			999999		1,101.00
2624	JAMES ZIMMERMAN	E	3/04/2014			999999		1,360.00
2718	KENNETH B DUTTON	E	3/04/2014			999999		277.00
2850	VENITA STOTTS	E	3/04/2014			999999		480.00
2913	KENNETH N STOTTS JR	E	3/04/2014			999999		315.00
3002	BARBARA MINGORI	E	3/04/2014			999999		241.00
3067	STEVE BITNER	E	3/04/2014			999999		5,213.00
3114	PATRICIA BURLESON	E	3/04/2014			999999		807.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	3/04/2014			999999		581.00
3193	WILLIAM CROZIER	E	3/04/2014			999999		1,473.00
3218	CHERYL L BROOKS	E	3/04/2014			999999		600.00
3272	DUNCAN HOUSING LLC	E	3/04/2014			999999		5,574.00
3273	RICHARD F THENIKL	E	3/04/2014			999999		1,302.00
3294	JOHN R SMITH	E	3/04/2014			999999		279.00
3593	REMINGTON SQUARE	E	3/04/2014			999999		5,434.00
3668	MID AMERICA PROPERTIES OF PITT	E	3/04/2014			999999		1,337.00
3708	GILMORE BROTHERS RENTALS	E	3/04/2014			999999		73.00
3724	YVONNE L. ZORNES	E	3/04/2014			999999		698.00
3746	JAROLD BONBRAKE	E	3/04/2014			999999		327.00
4054	MICHAEL A SMITH	E	3/04/2014			999999		314.00
4218	MEADOWLARK TOWNHOUSES	E	3/04/2014			999999		2,411.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 2/19/2014 THRU 3/04/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4308	KENNETH BATEMAN	E	3/04/2014			999999		542.00
4492	PITTSBURG SENIORS	E	3/04/2014			999999		3,545.00
4546	C & M PROPERTIES LLC	E	3/04/2014			999999		76.00
4564	TERRY L SIMPSON	E	3/04/2014			999999		491.00
4752	S & N MANAGEMENT, LLC	E	3/04/2014			999999		185.00
4786	JENNIFER STANLEY	E	3/04/2014			999999		343.00
4828	LINDA G MARTINSON	E	3/04/2014			999999		149.00
4928	PITTSBURG STATE UNIVERSITY	E	3/04/2014			999999		1,417.00
5035	ZACK QUIER	E	3/04/2014			999999		346.00
5039	VANETA MATHIS	E	3/04/2014			999999		276.00
5393	CARLOS ANGELES	E	3/04/2014			999999		1,449.00
5508	BUTLER RENTALS INC	E	3/04/2014			999999		131.00
5549	DELBERT BAIR	E	3/04/2014			999999		274.00
5583	ROBERT L NANKIVELL SR	E	3/04/2014			999999		195.00
5653	PEGGY HUNT	E	3/04/2014			999999		225.00
5656	EARL HARTMAN	E	3/04/2014			999999		350.00
5658	DEANNA J HIGGINS	E	3/04/2014			999999		191.00
5660	HERBERT WARING	E	3/04/2014			999999		326.00
5676	BARBARA TODD	E	3/04/2014			999999		34.00
5817	JAMA ENTERPRISES LLP	E	3/04/2014			999999		412.00
5854	ANTHONY A SNYDER	E	3/04/2014			999999		758.00
5875	BRIAN WARE	E	3/04/2014			999999		451.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 2/19/2014 THRU 3/04/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5885	CHARLES T GRAVER	E	3/04/2014			999999		195.00
5896	HORIZON INVESTMENTS GROUP INC	E	3/04/2014			999999		550.00
5906	JOHN HINRICHS	E	3/04/2014			999999		189.00
5939	EDNA R TRENT	E	3/04/2014			999999		216.00
5957	PASTEUR PROPERTIES LLC	E	3/04/2014			999999		535.00
5961	LARRY VANBECELAERE	E	3/04/2014			999999		276.00
6002	SALLY THRELFALL	E	3/04/2014			999999		248.00
6032	TIM J. RIDGWAY	E	3/04/2014			999999		768.00
6073	REBECCA FOSTER	E	3/04/2014			999999		256.00
6108	TILDEN BURNS, LLC	E	3/04/2014			999999		380.00
6130	T & K RENTALS LLC	E	3/04/2014			999999		1,380.00
6150	JAMES L COX	E	3/04/2014			999999		388.00
6161	MICHAEL J STOTTS	E	3/04/2014			999999		126.00
6172	ANDREW A WACHTER	E	3/04/2014			999999		217.00
6186	TROY ROSENSTIEL	E	3/04/2014			999999		357.00
6294	RONALD E WUERDEMAN	E	3/04/2014			999999		256.00
6295	DAVID L PETERSON	E	3/04/2014			999999		646.00
6298	KEVAN L SCHUPBACH	E	3/04/2014			999999		6,426.00
6306	BALKANS DEVELOPMENT LLC	E	3/04/2014			999999		28.00
6317	RONALD L EMERSON	E	3/04/2014			999999		170.00
6380	WAYNE E THOMPSON	E	3/04/2014			999999		582.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	3/04/2014			999999		1,986.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 2/19/2014 THRU 3/04/2014

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6441	HEATHER D MASON	E	3/04/2014			999999		835.00
6464	PROX PROPERTY SOLUTIONS, LLC	E	3/04/2014			999999		525.00
6507	MARTHA E MOORE	E	3/04/2014			999999		233.00
6628	SEAN HALL	E	3/04/2014			999999		400.00
6647	MICHAEL A SMITH	E	3/04/2014			999999		700.00
6657	OZARKS AREA COMMUNITY ACTION C	E	3/04/2014			999999		1,141.72
6673	JUDITH A COLLINS	E	3/04/2014			999999		382.00
6753	REBECCA SPONSEL	E	3/04/2014			999999		306.00
6763	BRETT A WARY	E	3/04/2014			999999		345.00
6799	KEVIN KITTERMAN	E	3/04/2014			999999		255.00
6868	DAVID SIMPSON (308)	E	3/04/2014			999999		225.00
6886	DELBERT BAIR	E	3/04/2014			999999		508.00
6905	JENNIFER M TRISLER	E	3/04/2014			999999		333.00
6916	STILWELL HERITAGE & EDUCATIONA	E	3/04/2014			999999		5,994.00
6966	CHARLOTTE BURGESS	E	3/04/2014			999999		357.00
6971	PAMELA BEER	E	3/04/2014			999999		317.00
7012	RICKY R STEVENS	E	3/04/2014			999999		400.00
7022	STEVE HEFLEY	E	3/04/2014			999999		253.00
7024	KIMBERLY GRISSOM	E	3/04/2014			999999		450.00
7027	CALVIN THOMAS	E	3/04/2014			999999		222.00
7083	PITTSBURG HEIGHTS, LP	E	3/04/2014			999999		2,207.00
7112	RANDY VILELA PROPERTIES	E	3/04/2014			999999		827.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	7	3,613.00	0.00	3,613.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	103	88,908.00	0.00	88,908.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	
			0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: HAP TOTALS:	110	92,521.00	0.00	92,521.00
BANK: HAP TOTALS:	110	92,521.00	0.00	92,521.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7133	LLDK, LLC	R	2/21/2014			172346		3,000.00
2519	EAGLE BEVERAGE CO INC	R	2/24/2014			172358		138.40
6276	B&H CONSTRUCTION CO INC	R	2/28/2014			172378		325.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3	3,463.40	0.00	3,463.40
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
			3	3,463.40	0.00	3,463.40
BANK: MAN	TOTALS:		3	3,463.40	0.00	3,463.40
REPORT TOTALS:			283	1,537,006.84	44.23CR	1,536,962.61

Passed and approved this 11<sup>th</sup> day of March, 2014.

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Michael E. Gray, Mayor

ATTEST:

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Tammy Nagel, City Clerk

## INTEROFFICE MEMORANDUM

To: DARON HALL, TAMMY NAGEL  
From: LACIE COTTRELL  
CC: TROY GRAHAM  
Date: MARCH 5<sup>TH</sup>, 2014  
Subject: *AGENDA ITEM: EMERGENCY SOLUTIONS GRANT- SEK-CAP  
REQUEST FOR APPROVAL OF FUNDING  
MARCH 11<sup>TH</sup>, 2014*

The City of Pittsburg sponsors the Emergency Solutions Grant (ESG) on behalf of SEK-CAP, Inc. The grant is awarded through Kansas Housing Resources Corporation (KHRC) and helps to fund Street Outreach, Homeless Prevention, Rapid Re-Housing services, as well as Emergency Shelter operations, which help to subsidize the CHOICES Family Emergency Shelter, operated through SEK-CAP, Inc. The 2012 ESG grant award to the City of Pittsburg was an eighteen (18) month grant, which concluded February 20<sup>th</sup>, 2014. The 2014 ESG grant application will become available through KHRC in March 2014; grant awards will commence July 1<sup>st</sup>, 2014 to selected recipients.

Due to funding constraints, the CHOICES Shelter is scheduled to cease shelter operations, and close as of April 1<sup>st</sup>, 2014. The City of Pittsburg has been working closely with SEK-CAP and KHRC to remedy this action. KHRC currently has a set aside fund that could possibly provide an additional three (3) months of funding to continue shelter operations from April 1<sup>st</sup>-June 1<sup>st</sup>, 2014. The funds required to continue the shelter for the three (3) month period is \$59,595. SEK-CAP has requested approval from the City of Pittsburg to submit a formal request to KHRC, on their behalf, in the amount of \$59,595.

Becky Gray, Director of Research, Planning, and Grants Development, of SEK-CAP, Inc. will provide a presentation at the Commission meeting on March 11<sup>th</sup>, 2014 to share the vision and goals for homeless services in Pittsburg, and to provide an update regarding shelter operations.

Please place this item on the agenda for March 11<sup>th</sup>, 2014. We will need Commission review of the shelter Sustainability Plan, provided within the presentation, and approval for submittal of the request to KHRC for funds in the amount of \$59,595.



# Vision and Goals for Homeless Services in Pittsburg, Kansas

Presented to  
the City of Pittsburg  
on March 11<sup>th</sup>, 2014

Requesting City Commission Approval for submission to the  
Kansas Housing Resources Corporation for Emergency Solutions  
Grant Funding

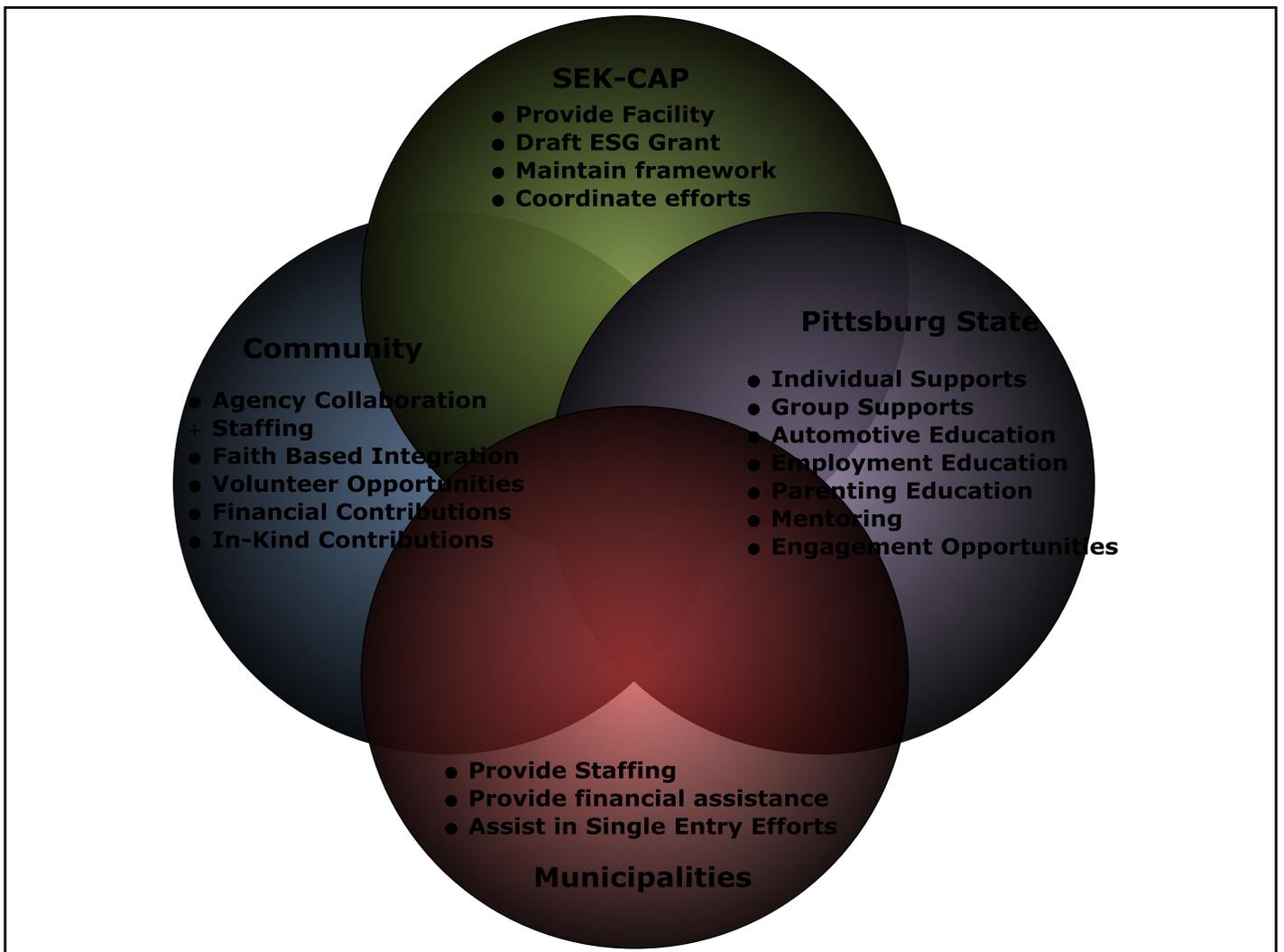
Becky Gray  
Director of Research, Planning, and Grants Development  
Southeast Kansas Community Action Program  
620-724-8204, extension 1026  
620-724-2776 Cell  
beckyg@sek-cap.com

The Southeast Kansas Community Action Program is requesting the Pittsburg City Commission to approve this document as a process under which the community will redesign homeless services, and submit it to the Kansas Housing Resources Corporation to request additional Emergency Solutions Grant (ESG) funding for the months of April, May, and June 2014.

### Vision

Homeless services within the City of Pittsburg and surrounding communities are provided through a collaborative effort of multiple helping agencies, educational institutions, and municipal resources, and include homeless prevention, immediate shelter for homeless families with children, rapid rehousing for all persons experiencing homelessness, and transitional support for all who re-enter housing.

The following diagram illustrates how such a collaborative effort may look.



## Sustainability Plan

The following identifies how Emergency Solutions Grant funding will be used in the short term and the long term, and provides timelines and goals to move homeless services in Pittsburg toward a more sustainable future.

### Short Term Plan

The short term goals include a deep cleaning and refurbishing of the facility itself, located at 204 North Pine in Pittsburg, Kansas. This is not only a necessary activity for the long-term maintenance of the facility, but also provides a clean template from which we can collectively create a new service model.

The United Way of Southwest Missouri and Southeast Kansas has agreed to take the lead in convening the various factions throughout our community who have expressed interest in maintaining homeless services. These factions include, but are not limited to, the following communities:

- Faith Based
- Business
- Non-Profit Agencies
- Educational Institutions
- State Agencies
- Private Individuals

SEK-CAP has identified areas of need within operating a shelter, which the United Way will use during these stakeholder conversations to help other entities identify where they might infuse their support into homeless service operations. Their support may come in the form of staffing, services, donations, financial contributions, or any combination thereof. The illustration on the following page demonstrates the areas of need, albeit not conclusive.

# How does the community fit into homeless services?



SEK-CAP will use ESG funds to re-open the shelter May 1<sup>st</sup>, 2014, providing shelter and homeless services for families with children. Throughout May and June, 2014, the committed stakeholders will transition into their new roles in homeless service provision.

The following timeline illustrates these short term plans.

	Task	Assigned To	Start	End	Dur	%	2014			
							Apr	May	Jun	Jul
	<b>Short Term</b>		4/1/14	6/30/14	64					
1	Clean, Repair, and Paint Building	SEK-CAP	4/1/14	4/30/14	22					
2	Provide case management and rehousing support for families experiencing homelessness	SEK-CAP	4/1/14	5/1/14	23					
3	Convene Major Stakeholders and obtain commitments	United Way	4/1/14	4/30/14	22					
4	Re-open Shelter with additional ESG funds - transition to new model	SEK-CAP	5/1/14	6/30/14	42					
5	Infuse Major Stakeholders into Shelter Operation	SEK-CAP, United Way	5/1/14	6/30/14	42					

Use of ESG funding during April will include staff who will continue to provide homeless supportive services, case management, and linkages, as well as for restructuring the facility operations. ESG funds will be used during May and June the same way they are used by SEK-CAP during the traditional grant cycle.

Long Term Plan

SEK-CAP will work with the City of Pittsburg to draft an Emergency Solutions Grant for the 2015 funding year; the Request for Proposals is expected to be released in April 2014, and funding is expected to be allocated in July 2014.

We will apply to use ESG funding to maintain the basic framework of the shelter, and count on the community partnerships to provide the educational, employment, case management, healthcare, and enrichment supports that people experiencing homelessness benefit from.



DEPARTMENT OF PUBLIC WORKS

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** Tim Bell  
Building Official

**DATE:** March 4, 2014

**SUBJECT:** Agenda Item – March 11, 2014  
Ordinance No G-1199  
Building Trades Review Board

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In an effort to validate a building trade card applicant's credentials (plumber, electrician, mechanical) staff is recommending the adoption of Ordinance No G-1199 to create a Building Trades Review Board. This Board will include members of the current Building Code Board of Appeals plus two new members who will represent specific trade disciplines not already being represented by the Building Code of Appeals Board. The ordinance will create the function of the Building Trades Review Board which will review the education and experience levels of applicants wishing to be sponsored to test for a Trade License. This Board will validate an applicant's credentials as complying with the required levels of the state statute prior to the City of Pittsburg providing sponsorship for the applicant to sit for the examination.

A draft of the proposed Ordinance was discussed at a public meeting held with Pittsburg licensed contractors, and the staff received no negative response to the proposed changes. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 11, 2014. Action being requested is approval or disapproval of Ordinance No. G-1199.

Attachment: Ordinance No. G-1199

**ORDINANCE NO. G-1199**

**AN ORDINANCE** amending Sections 18-414, 18-415, 18-416, 18-417, 18-420, 18-421, 18-422, and 18-423 of the Pittsburg City Code to establish a Building Trades Review Board and amend qualification standards for trades licensing to comply with current State trades licensing requirements.

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

Section 1. Section 18-414 of the Pittsburg City Code is hereby amended as follows:

**Sec. 18-414. Qualification standards established.**

There are hereby established the following standards to be followed:

- (1) *Journeyman.* To be eligible to take the journeyman examination, the applicant shall have a minimum two years experience in the trade as an apprentice, having worked with the City building regulations, or regulations comparable to those in effect within the City.  
Exception: Successful completion of two years of vocational school can be substituted for one year of apprentice experience.
- (2) *Master.* To be eligible to take the master examination, an applicant must provide documented proof of meeting the requirements as set forth in sub-section (e) and (f) of K.S.A. 12-1509, 12-1526, and 12-1542 and having worked with the City building regulations or regulations comparable to those in effect within the City.
- (3) *Master sewer contractor.* To be eligible to take the master sewer contractor examination, an applicant must have two years' experience installing, repairing, removing and maintaining building sewers and private disposal systems.

Section 2. Section 18-415 of the Pittsburg City Code is hereby amended as follows:

**Sec. 18-415. Qualification standards review.**

- (a) Each candidate must have documented proof of experience pursuant to K.S.A 12-1508, 12-1509, 12-1526 and 12-1542 For the purpose of evaluating the education and experience of candidates in accordance with standards established by this article, the Building Code of Appeals shall act as the Building Trades Review Board. The Building Trades Review Board shall consist of seven members, 5 five members of which are presently appointed to the Building Code Board of Appeals and two additional members to include at least one person of each building trade

holding a master license (i.e. licensed master electrician, licensed master plumber or licensed master mechanical). The Board shall review documentation on the qualifications of all candidates for certificates issued pursuant to this article.

- (b) Appointments. Members shall be appointed by the Mayor with the approval of the Governing Body. The appointed members shall serve for a term of three years. Vacancies shall be filled by appointment for the unexpired term only. The Governing Body may remove members for just cause upon written notice.
- (c) The Building Official shall submit to the Board for their review the applicant's application and documentation to take the building trades examination. The Building Trades Review Board shall validate the applicant's experience as established by City Ordinances Section 18-414. In an effort to expedite the review process applications(s) will be forwarded to the Board members electronically at such time as they are submitted to the Building Official. The Board shall be required to notify the Building Official of their decision within no more than 10 working days of the applicant's submittal. Any action rendered by the Board shall be by simple majority vote. The presence or action of four members of the Board shall constitute a quorum and the affirmative vote of at least three is required to pass a motion. In the hearing before the Board, all rulings shall be recorded and permanent records kept.

Section 3. Section 18-416 of the Pittsburg City Code is hereby amended as follows:

**Sec. 18-416. Examination**

- (a) Qualified applicants for a certificate shall be tested on their competency by a written examination based upon nationally recognized codes and standards as allowed by K.S.A. 12-1508, 12-1525, and 12-1541. Upon the affirmative vote by the Building Code of Appeals/Building Trade Review Board, the Building Official, on behalf of the City, shall sponsor qualified applicants on the examination registration form. All examination fees and forms shall be submitted directly by the applicant to the examination agency.

Section 4. Section 18-417 of the Pittsburg City Code is hereby amended as follows:

**Sec. 18-417. Examination agency**

- (a) Examinations for determination of competency shall be prepared and published pursuant to K.S.A 12-1508, 12-1525, and. 12-1541.

Section 5 Section 18-420 of the Pittsburg City Code is hereby amended as follows:

**Sec. 18-420. Reciprocal certification**

Notwithstanding any other provision of this article, the Building Official shall verify an applicant to work within the City if:

- (1) The applicant holds a comparable certificate issued by any governmental entity pursuant to K.S.A. 12-1508, 12-1525, and 12-1541 and
- (2) Has paid all fees and furnished such bonds as are otherwise required by the provisions of this article.

Section 6      Section 18-421 of the Pittsburg City Code is hereby amended as follows:

**Sec. 18-421. Annual fees.**

The annual fees, required for maintenance of a certificate of competency pursuant to this article, shall be as established by the Governing Body.

Section 7      Section 18-422 of the Pittsburg City Code is hereby amended as follows

**Sec. 18-422. Terms.**

All certificates issued pursuant to this article shall, unless sooner renewed, expire at the end of the calendar year for which they are issued. Upon renewal, each license and certificate holder shall meet the requirements enacted by this Ordinance and pursuant to sub-section (a)(4) of K.S.A. 12-1509, 12-1526, and 12-1542.

Section 8      Section 18-423 of the Pittsburg City Code is hereby amended as follows:

**Sec. 18-423. Holder's responsibility.**

All certificate holders shall be responsible for the work they assume in accordance with the requirements of this article, without limitation, and subject to the following conditions:

- (1) To have a certificate on his/her person at all times.
- (2) To present certificate when requested by any member of the Division of Building Services.
- (3) To faithfully perform the work without departure from or disregard of approved drawings and specifications.
- (4) To obey any order issued under authority of this article.
- (5) In addition to the foregoing, the certificate holder shall maintain supervision of the workers under his direction on a day-to-day basis during normal working hours of the licensee or the certificate holder.
  
- (6) Pursuant to K.S.A. 12-1509, 12-1526, and 12-1542 all licensees shall obtain annually at least six hours of continuing education approved by such local governing body.

**ADOPTED AND PASSED** by the Governing Body on the \_\_\_\_ day of \_\_\_\_\_, 2014.

Mayor-Michael Gray

---

Tammy Nagel - City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4<sup>th</sup> 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:** March 5, 2014

**SUBJECT:** Agenda Item – March 11, 2014  
Appointment to the Building Trades Review Board

---

With the approval of Ordinance G-1199, the Building Trades Review Board will be created. This Board will consist of the current Building Code Board of Appeals' five (5) members and an additional two (2) members.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 11, 2014. Action being requested is appointment of two new members, one plumber master and one mechanical master, to complete the Building Trades Review Board. The terms will be effective immediately through December 31, 2016. The attached list includes people that have expressed an interest in serving on the Building Trades Review Board.

Attachment: List of Candidates

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

## **Candidates for Appointment**

**to the**

## **Building Trades Review Board**

### **Mechanical Masters**

#### **BOB HAWKINS**

Hawkins was born in Seneca, KS and moved to Crawford County in 1982. He attended Northeast Kansas Area Vocational School in Beloit, Kansas graduating in 1988. He currently manages CDL Heating and Cooling Division here in Pittsburg. He currently holds a Prometric Master Mechanical license as well as a PSI Unlimited Master Mechanical license for the state of Oklahoma. He has worked in the field of HVAC for about 18 years and most have been here in the Pittsburg area.

#### **SHANNON NICKLAUS**

Nicklaus achieved his Certificate of Completion for Heating, Ventilation, Air Conditioning and Refrigeration from Pittsburg State University in 1994 and continued on for a Bachelor's Degree in 1995 as well as a Masters in Technical Teachers Education in 2001. He also achieved a Master's in Engineering Technology with a Construction Emphasis in 2008. Mr. Nicklaus is currently an Associate Professor and Pittsburg State University with 24 years of Military experience serving as Platoon Leader, Company Executive Officer, Company Commander, Battalion Administrative Officer, and Battalion Operations Officer all before retiring from the 891<sup>st</sup> Engineer Battalion. Mr. Nicklaus has experience as a residential and light commercial HVAC/Refrigeration Installer, duct fabricator, and residential service as well as light commercial and residential service, installation, estimating and project management.

### **Plumber Master**

#### **BOB NORRIS**

Norris has been a plumber for 34 years after completing an apprenticeship in 1982. He was a member of Plumbers & Pipefitters Union for 3 decades. He acquired his Masters license in 1988 through the City of Pittsburg issued test. He also passed the Experior Test for Master Plumber with Gas in 2001. Mr. Norris currently owns and operates B.E.S.T. Plumbing & Heating, Inc. Mr. Norris has served on several committees and boards including the Apprenticeship Committee and Trades Board Member for the City of Parsons currently. He is also a member of IAMPO and a member of the City Council for the City of Scammon since 1989 and has served as President of the Council for the last five years.



DEPARTMENT OF PUBLIC WORKS

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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** WILLIAM A. BEASLEY  
Director of Public Works

**DATE:** March 4, 2014

**SUBJECT:** Agenda Item – March 11, 2014  
Westar Energy Electrical Services Agreements  
Generation Substitution Services

---

The City staff has been in communication with Westar Energy exploring programs and methods of reducing the City's energy usage cost. One of the programs available to customers is a program called Generation Substitution Services. Under this program, when Westar needs to shed some load from their energy consumption they contact customers who have agreed to power their facilities from their emergency generator. When Westar's demand for power reduces down below an acceptable level, they will notify the customer that they can shut down their generator equipment and switch back onto Westar's power. According to the conditions of the program, Westar cannot require the customer to maintain an interruption more than eight consecutive hours for any single request. The conditions provide they will require one interruption test at least once every 12 months. In exchange for agreeing to go on generated power when needed, Westar has established a different rate schedule for customers.

There are only three City facilities that have generating equipment capable of powering the operation of the facilities. These are the East 4th Street Lift Station, the Southeast Lift Station and Fire Station #1. Westar has provided the City with the attached estimate of annual savings if they agree to participate in the program. They have also provided the attached historical information covering the last 19 years indicating how many times they requested customers to go on self-generated power.

**MEMO TO: DARON HALL**  
**MARCH 4, 2014**  
**PAGE TWO**

David Whetstone, the Business Manager for Westar Energy, will be present at the March 11<sup>th</sup> City Commission Meeting to answer any questions concerning this program. Under this program, the City would see an annual savings of \$7,787.28. The staff has reviewed the requirements of this program and the anticipated amount of time standby power would be required. We would request consideration be given by the City Commission to approve the City's participation in this program and, if approved, authorize the Mayor to sign the agreements on behalf of the City.

Attachment: (3) Westar Energy Electrical Services Agreements  
Estimate of Annual Savings  
Historical Information

**KANSAS GAS AND ELECTRIC COMPANY  
dba WESTAR ENERGY, INC.  
AGREEMENT FOR ELECTRIC SERVICE**

THIS AGREEMENT is made between **KANSAS GAS AND ELECTRIC COMPANY dba WESTAR ENERGY, INC.**, hereinafter referred to as "Company", and **CITY OF PITTSBURG**, hereinafter referred to as "Customer".

WITNESSETH: That

1). Subject to all the terms and conditions of this Agreement, Company agrees to supply and Customer agrees to purchase from Company all electric energy requirements, including generation, transmission and distribution for its equipment installed or to be installed at its **sewer lift station** located at **700 E 4th St, Pittsburg, KS 66762**, upon the terms and conditions and at the rates and charges due and payable therefore pursuant to the Company's applicable Electric Rate Schedule **GSS**, and upon the terms and conditions set forth in the Company's General Terms and Conditions, all as now on file with The State Corporation Commission of The State of Kansas, or as Company's Electric Rate Schedules and General Terms and Conditions are reissued and made effective from time to time as provided by law. Such energy shall be three phase, three wire, 60 cycle alternating, current at approximately **240/480** volts.

2). Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arrestors, meters, recording devices and other apparatus necessary for the purpose of delivering and measuring the energy at the point of delivery, which shall be at **the secondary meter terminals**, with customer's usage metered at **240/480** volts.

Such facilities of Company shall be sufficient to satisfy Customer's maximum capacity requirement of **75 kW**, which shall constitute the Maximum Capacity hereunder. Customer will receive and pay for not less than **38 kW**. Customer shall notify Company of any anticipated substantial increase in capacity requirement not less than ninety (90) days prior to date of such increase, and adjustment in Maximum Capacity shall be made accordingly.

3). The term of this Agreement shall be **one (1)** year from the latter of an effective date of **February 25, 2014** or the first billing date following final execution by both parties, (referred to as primary period) and then from year to year thereafter unless either party shall notify the other in writing **ninety (90) days** prior to anniversary date of its desire to terminate this Agreement.

4). The provisions of the Agreement shall not be changed except in writing duly signed by Company and Customer, however, the Agreement is subject to valid order of legally constituted regulatory bodies having jurisdiction over the Company's sites.

5). This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties here to have executed this Agreement.

**CITY OF PITTSBURG**

**KANSAS GAS AND ELECTRIC COMPANY  
dba WESTAR ENERGY, INC.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FOR COMPANY USE ONLY**

Account # 4653240061

**KANSAS GAS AND ELECTRIC COMPANY  
dba WESTAR ENERGY, INC.  
AGREEMENT FOR ELECTRIC SERVICE**

THIS AGREEMENT is made between **KANSAS GAS AND ELECTRIC COMPANY dba WESTAR ENERGY, INC.**, hereinafter referred to as "Company", and **CITY OF PITTSBURG**, hereinafter referred to as "Customer".

WITNESSETH: That

1). Subject to all the terms and conditions of this Agreement, Company agrees to supply and Customer agrees to purchase from Company all electric energy requirements, including generation, transmission and distribution for its equipment installed or to be installed at its **sewer lift station** located at **3295 S Rouse St, Pittsburg, KS 66762**, upon the terms and conditions and at the rates and charges due and payable therefore pursuant to the Company's applicable Electric Rate Schedule **GSS**, and upon the terms and conditions set forth in the Company's General Terms and Conditions, all as now on file with The State Corporation Commission of The State of Kansas, or as Company's Electric Rate Schedules and General Terms and Conditions are reissued and made effective from time to time as provided by law. Such energy shall be three phase, four wire, 60 cycle alternating, current at approximately **277/480** volts.

2). Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arrestors, meters, recording devices and other apparatus necessary for the purpose of delivering and measuring the energy at the point of delivery, which shall be at **the secondary meter terminals**, with customer's usage metered at **277/480** volts.

Such facilities of Company shall be sufficient to satisfy Customer's maximum capacity requirement of **150 kW**, which shall constitute the Maximum Capacity hereunder. Customer will receive and pay for not less than **75 kW**. Customer shall notify Company of any anticipated substantial increase in capacity requirement not less than ninety (90) days prior to date of such increase, and adjustment in Maximum Capacity shall be made accordingly.

3). The term of this Agreement shall be **one (1)** year from the latter of an effective date of **February 14, 2014** or the first billing date following final execution by both parties, (referred to as primary period) and then from year to year thereafter unless either party shall notify the other in writing **ninety (90) days** prior to anniversary date of its desire to terminate this Agreement.

4). The provisions of the Agreement shall not be changed except in writing duly signed by Company and Customer, however, the Agreement is subject to valid order of legally constituted regulatory bodies having jurisdiction over the Company's sites.

5). This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties here to have executed this Agreement.

**CITY OF PITTSBURG**

**KANSAS GAS AND ELECTRIC COMPANY  
dba WESTAR ENERGY, INC.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FOR COMPANY USE ONLY**

Account # 2226439570

**KANSAS GAS AND ELECTRIC COMPANY  
dba WESTAR ENERGY, INC.  
AGREEMENT FOR ELECTRIC SERVICE**

THIS AGREEMENT is made between **KANSAS GAS AND ELECTRIC COMPANY dba WESTAR ENERGY, INC.**, hereinafter referred to as "Company", and **CITY OF PITTSBURG**, hereinafter referred to as "Customer".

WITNESSETH: That

1). Subject to all the terms and conditions of this Agreement, Company agrees to supply and Customer agrees to purchase from Company all electric energy requirements, including generation, transmission and distribution for its equipment installed or to be installed at its **fire station** located at **911 W 4th St, Pittsburg, KS 66762**, upon the terms and conditions and at the rates and charges due and payable therefore pursuant to the Company's applicable Electric Rate Schedule **GSS**, and upon the terms and conditions set forth in the Company's General Terms and Conditions, all as now on file with The State Corporation Commission of The State of Kansas, or as Company's Electric Rate Schedules and General Terms and Conditions are reissued and made effective from time to time as provided by law. Such energy shall be three phase, four wire, 60 cycle alternating, current at approximately **120/208** volts.

2). Company agrees to extend and maintain its lines to the premises of Customer and to install all transformers, switches, lightning arrestors, meters, recording devices and other apparatus necessary for the purpose of delivering and measuring the energy at the point of delivery, which shall be at **the secondary meter terminals**, with customer's usage metered at **120/280** volts.

Such facilities of Company shall be sufficient to satisfy Customer's maximum capacity requirement of **150 kW**, which shall constitute the Maximum Capacity hereunder. Customer will receive and pay for not less than **75 kW**. Customer shall notify Company of any anticipated substantial increase in capacity requirement not less than ninety (90) days prior to date of such increase, and adjustment in Maximum Capacity shall be made accordingly.

3). The term of this Agreement shall be **one (1)** year from the latter of an effective date of **February 14, 2014** or the first billing date following final execution by both parties, (referred to as primary period) and then from year to year thereafter unless either party shall notify the other in writing **ninety (90) days** prior to anniversary date of its desire to terminate this Agreement.

4). The provisions of the Agreement shall not be changed except in writing duly signed by Company and Customer, however, the Agreement is subject to valid order of legally constituted regulatory bodies having jurisdiction over the Company's sites.

5). This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties here to have executed this Agreement.

**CITY OF PITTSBURG**

**KANSAS GAS AND ELECTRIC COMPANY  
dba WESTAR ENERGY, INC.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FOR COMPANY USE ONLY**

Account # 5142249326

City of Pittsburgh

Rate Analysis – General Substitution Service/Interruptible Service Rate

<u>Account/Rate</u>	<u>Estimated 2014 Costs</u>	<u>Annual Savings</u>
#4653240061 (East 4 <sup>th</sup> ST Lift Station) Rate Code 490 (Small General Service) General Substitution Service	\$3,330.65 \$1,832.95	\$1,497.70
#5142249326 (Fire Station #1) Rate Code 490 (Small General Service) General Substitution Service	\$20,044.91 \$17,365.47	\$2,679.44
#2226439570 (Southeast Lift Station) Rate Code 490 (Small General Service) General Substitution Service	\$19,390.14 \$15,780.00	\$3,610.14
Total Annual Savings:		<b>\$7,787.28</b>

Date	Company	Rate	Begin Time	End Time	Total Hours
<b>2013</b>					
06/01/2013	North South	None			
07/01/2013	North South	None			
08/01/2013	North South	None			
09/01/2013	North South	None			
<b>2012</b>					
06/01/2012	North South	None			
07/19/2012	North South	GSS ICS ISR	02:00 PM	07:00 PM	5
07/26/2012	North South	GSS ICS ISR	02:00 PM	08:00 PM	6
08/01/2012	North South	None			
09/01/2012	North South	None			
<b>2011</b>					
06/30/2011	North South	GSS ISR	02:00 PM	07:00 PM	5
07/01/2011	North South	None			
08/01/2011	North South	None			
09/02/2011	North South	GSS ICS ISR	02:00 PM	07:00 PM	5
<b>2010</b>					
06/01/2010	North South	None			
07/19/2010	North South	GSS ICS ISR	03:00 PM	07:00 PM	4
07/22/2010	North South	GSS ICS ISR	03:00 PM	06:00 PM	3
07/23/2010	North South	GSS ICS ISR	02:00 PM	06:00 PM	4
08/01/2010	North South	None			
09/01/2010	North South	None			
<b>2009</b>					
06/01/2009	North South	None			
07/01/2009	North South	None			
08/01/2009	North South	None			
09/01/2009	North South	None			
<b>2008</b>					
06/26/2008	North South	GSS ICS ISR	01:00 PM	08:00 PM	7
07/01/2008	North South	None			
08/01/2008	North South	None			
09/01/2008	North South	None			
<b>2007</b>					
06/01/2007	North South	None			
07/01/2007	North South	None			
08/06/2007	North South	All	02:00 PM	07:00 PM	5
08/07/2007	North South	All	02:00 PM	08:00 PM	6
08/08/2007	North South	All	02:00 PM	08:00 PM	6
08/15/2007	North South	All-Voluntary	02:00 PM	07:00 PM	5
08/28/2007	North South	All	02:00 PM	06:00 PM	4
09/01/2007	North South	None			
<b>2006</b>					
06/01/2006	North South	None			
07/17/2006	North South	All-Voluntary	02:00 PM	07:00 PM	5
07/18/2006	North South	All-Voluntary	02:00 PM	07:00 PM	5
07/19/2006	North South	All-Voluntary	02:00 PM	07:00 PM	5
07/20/2006	North South	All-Voluntary	02:00 PM	07:00 PM	5
07/26/2006	North South	All-Voluntary	01:00 PM	09:00 PM	8
07/31/2006	North South	All	01:00 PM	06:00 PM	5
08/01/2006	North South	None			
09/01/2006	North South	None			
<b>2005</b>					
07/21/2005	KPL KGE	All	02:00 PM	06:00 PM	4
07/22/2005	KPL KGE	All	02:00 PM	05:00 PM	3
<b>2004</b>					
06/01/2004	North South	None			
07/01/2004	KPL KGE	None			
08/01/2004	KPL KGE	None			
<b>2003</b>					
06/01/2003	KPL KGE	None			
07/01/2003	KPL KGE	None			
08/01/2003	KPL KGE	None			
<b>2002</b>					
06/01/2002	KPL KGE	None			
07/01/2002	KPL KGE	None			
08/01/2002	KPL KGE	None			

Date	Company	Rate	Begin Time	End Time	Total Hours
<b>2001</b>					
06/01/2001	KPL KGE	None			
07/01/2001	KPL KGE	None			
08/01/2001	KPL KGE	None			
<b>2000</b>					
06/01/2000	KPL KGE	None			
07/01/2000	KPL KGE	None			
08/01/2000	KPL KGE	None			
<b>1999</b>					
06/01/99	KPL KGE	None			
07/01/99	KPL KGE	None			
08/01/99	KPL KGE	None			
<b>1998</b>					
06/24/98	KPL KGE	All	01:00 PM	08:00 PM	7
06/25/98	KPL KGE	All	01:00 PM	08:00 PM	7
06/26/98	KPL KGE	All	01:00 PM	05:00 PM	4
06/29/98	KPL KGE	All	01:00 PM	08:00 PM	7
07/06/98	KPL KGE	All	03:00 PM	08:00 PM	5
07/20/98	KPL KGE	All	01:00 PM	08:00 PM	7
07/21/98	KPL KGE	All	01:00 PM	08:00 PM	7
08/24/98	KPL KGE	All	03:00 PM	08:00 PM	5
<b>1997</b>					
07/23/97	KPL KGE	GSS ICS ISR LPI	02:00 PM	08:00 PM	6
07/24/97	KPL KGE	GSS ICS ISR LPI	02:00 PM	08:00 PM	6
07/25/97	KPL KGE	GSS ICS ISR LPI	02:00 PM	08:00 PM	6
<b>1996</b>					
07/18/96	KPL	LPI	02:00 PM	08:00 PM	6
07/19/96	KPL	LPI	02:00 PM	08:00 PM	6
<b>1995</b>					
07/12/95	KPL KGE	GSS LPI OPR	02:00 PM	07:00 PM	5
07/13/95	KPL	LPI	02:00 PM	07:00 PM	5
07/27/95	KPL KGE	GSS LPI OPR	02:00 PM	07:00 PM	5
07/28/95	KGE	GSS OPR	03:00 PM	06:00 PM	3
08/14/95	KPL KGE	GSS LPI OPR	03:00 PM	08:00 PM	5



DEPARTMENT OF PUBLIC WORKS

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4170

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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** TROY GRAHAM  
Director of Planning and Community Services

**DATE:** March 5, 2014

**SUBJECT:** Agenda Item – March 11, 2014  
Plat - Mt. Carmel 2<sup>nd</sup> Addition  
Replat of Lots 3-6 and 9 of Mt. Carmel Place Addition

---

The Planning and Zoning Commission, in its meeting of September 23, 2013, reviewed a final plat of Mt. Carmel Place 2<sup>nd</sup> Addition. This plat is the re-plat of Lots 3-6 and 9 of the Mt. Carmel Place Addition to the City of Pittsburg, Crawford County, Kansas. Pinamonti Physical Therapy is currently in the construction phase of their new facility and a replat of the area will serve to better utilize the area. The current configuration of a “cul-de-sac” will be replaced with a “hammerhead” style turn-a-round, which will improve functionality of the area and increase the parking.

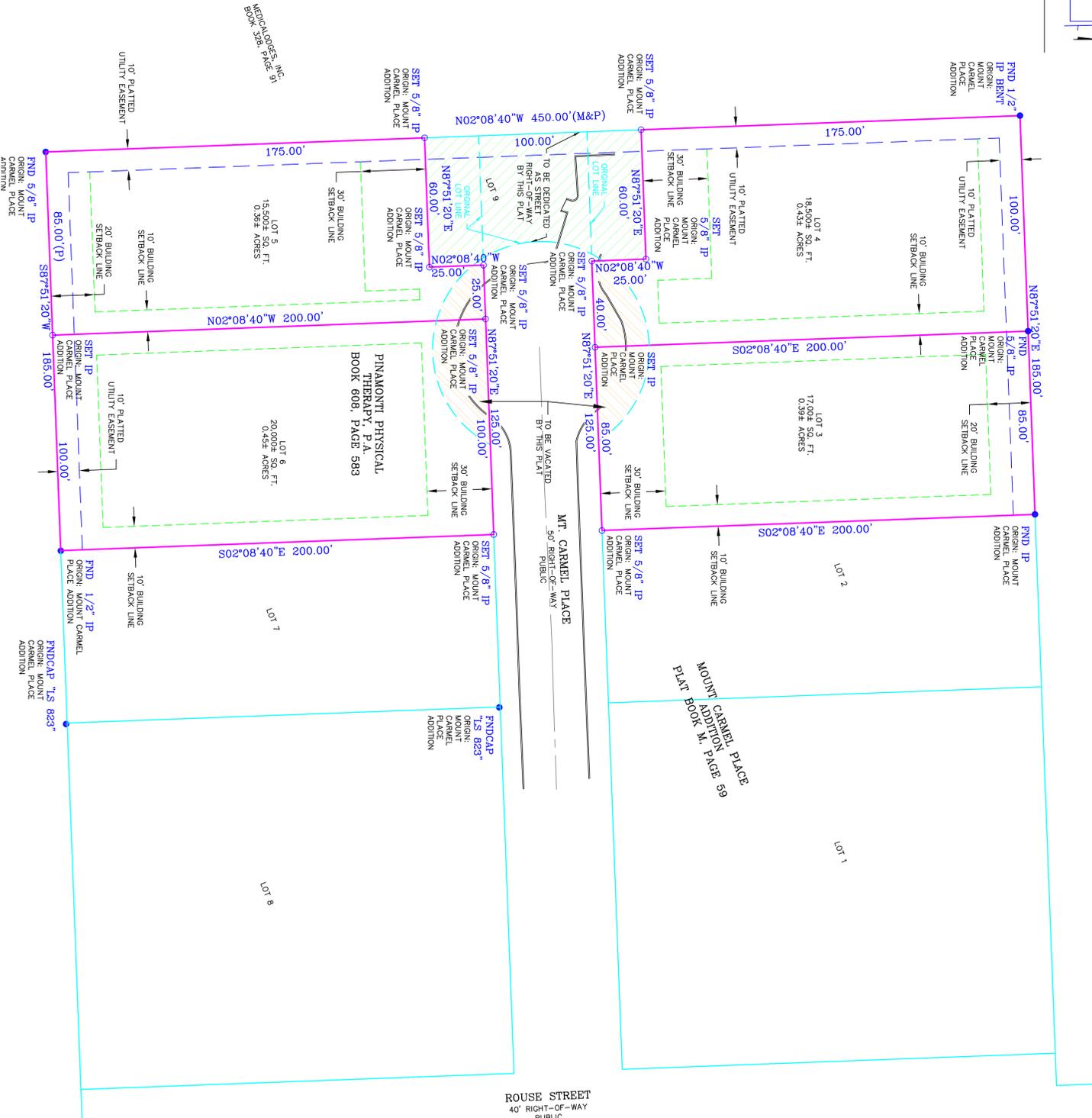
After reviewing the plat, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body approval of this plat. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 11<sup>th</sup>, 2014. Action necessary will be approval or disapproval of the plat and, if approved, authorize the Mayor and City Clerk to sign the plat on behalf of the City of Pittsburg.

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

cc: Plat  
Map – cul-de-sac vs. hammerhead



SECTION 5  
T 31 S, R 23 E  
SCALE: 1"=200'



# FINAL PLAT OF MOUNT CARMEL PLACE 2ND ADDITION BEING A RE-PLAT OF LOTS 3-6 AND 9 OF MOUNT CARMEL PLACE ADDITION CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS

**OWNER'S CERTIFICATE AND DEDICATION (LOTS 3-6)**  
I, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT I HAVE LAID OFF, PLATTED AND SUBDIVIDED, AND SO HERE BY LAY OFF, PLATTED AND SUBDIVIDED, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT, STREETS AND EASEMENTS SHOWN HEREON, AND DEDICATED TO THE PUBLIC AND FOR UTILITY PURPOSES, IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

**OWNER'S CERTIFICATE AND DEDICATION (LOTS 7-9)**  
I, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT I HAVE LAID OFF, PLATTED AND SUBDIVIDED, AND SO HERE BY LAY OFF, PLATTED AND SUBDIVIDED, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT, STREETS AND EASEMENTS SHOWN HEREON, AND DEDICATED TO THE PUBLIC AND FOR UTILITY PURPOSES, IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

DATE OF EXECUTION \_\_\_\_\_ (SIGNED) \_\_\_\_\_

**CERTIFICATE OF FINAL PLAT APPROVAL**  
APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS.  
SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

CHAIRPERSON \_\_\_\_\_ SECRETARY \_\_\_\_\_

APPROVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS.  
SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

MAYOR \_\_\_\_\_ CITY CLERK \_\_\_\_\_

THIS INSTRUMENT WAS FILED FOR RECORD ON THE \_\_\_\_ DAY OF \_\_\_\_\_ AT \_\_\_\_ O'CLOCK AND DULY RECORDED IN BOOK \_\_\_\_ PAGE \_\_\_\_.

**SUBDIVISION INFORMATION**

TOTAL ACRES:	1.633E
TOTAL AREA:	0.391E
LOT 3 AREA:	0.433E
LOT 4 AREA:	0.433E
LOT 6 AREA:	0.455E
TOTAL NO OF LOTS:	4
CURRENT ZONING:	CP-0
SUBMITTAL DATE:	9-16-13
CITY OF PITTSBURG:	9-16-13
SOURCE OF SEWER:	CITY OF PITTSBURG
ACCURACY STANDARD:	BK 608 PG 583
	URBAN

**SURVEYORS CERTIFICATE**  
KNOW ALL MEN BY THESE PRESENTS, THAT I, JERROD L. HOGAN, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED OR WILL BE PLACED WITH IN 12 MONTHS AFTER RECORDING PLAT. LAST REVISION DATE SEPTEMBER 23, 2013  
BY: JERROD L. HOGAN, SURVEYOR  
C OF A #17  
ANDERSON ENGINEERING, INC. (RENEWAL DATE DECEMBER 31, 2014)

**COUNTY SURVEYOR CERTIFICATE**  
THIS PLAT OF MOUNT CARMEL PLACE 2ND ADDITION HAS BEEN REVIEWED FOR COMPLIANCE WITH KSA 59-2805 AND IS HEREBY APPROVED.  
SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

**CERTIFICATE OF TITLE**  
STATE OF KANSAS )  
CRAWFORD COUNTY ) SS  
BE IT KNOWN THAT THIS PLAT HAD BEEN SUBMITTED TO ME, AND THE SUBDIVIDERS, MOUNT CARMEL PLACE 2ND ADDITION, AND HERBARY P.A., OWNERS OF THE PROPERTY WITHIN THE PLAT IN FEE, AND THAT THIS PROPERTY IS NOT SUBJECT TO A MORTGAGE.  
SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

STATE OF KANSAS )  
COUNTY OF CRAWFORD ) SS  
BE IT REMEMBERED THAT ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME TO BE THE SAID PERSON WHO EXECUTED THE FOREGOING INSTRUMENTS AND WHOSE NAME AND RESIDENCE ARE SET FORTH IN SAID SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL, THE DAY AND THE YEAR ABOVE WRITTEN.

NOTARY PUBLIC \_\_\_\_\_ (SEAL)  
MY COMMISSION EXPIRES: \_\_\_\_\_

**COUNTY TREASURER CERTIFICATE**  
I HEREBY CERTIFY THAT THE REAL ESTATE TAXED FOR THE PROPERTY DESCRIBED ON THIS PLAT ARE PAID IN FULL AS OF THE DATE SHOWN BELOW.  
SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

**SOURCE OF DEED**  
ANDERSON ENGINEERING, INC.  
PITTSBURG, MO  
W. CODY SEXTON, P.E.  
JERROD L. HOGAN, P.L.S.

**DEED DESCRIPTION**  
ALL OF LOTS 3, 4, 5, 6 AND 9 IN MOUNT CARMEL 2ND ADDITION AS FOUND IN THE CRAWFORD COUNTY, KANSAS REGISTER OF DEEDS OFFICE IN PLAT BOOK M, AT PAGE 59.

**FLOOD NOTE**  
BY GRAPHIC FLOODING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP. THIS PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

**NOTES**  
1) BEARING BASED ON GRID NORTH OF THE KANSAS COORDINATE SYSTEM OF 1983, SOUTH ZONE.  
2) ALL DISTANCE SHOWN ARE MEASURED UNLESS OTHERWISE NOTED.

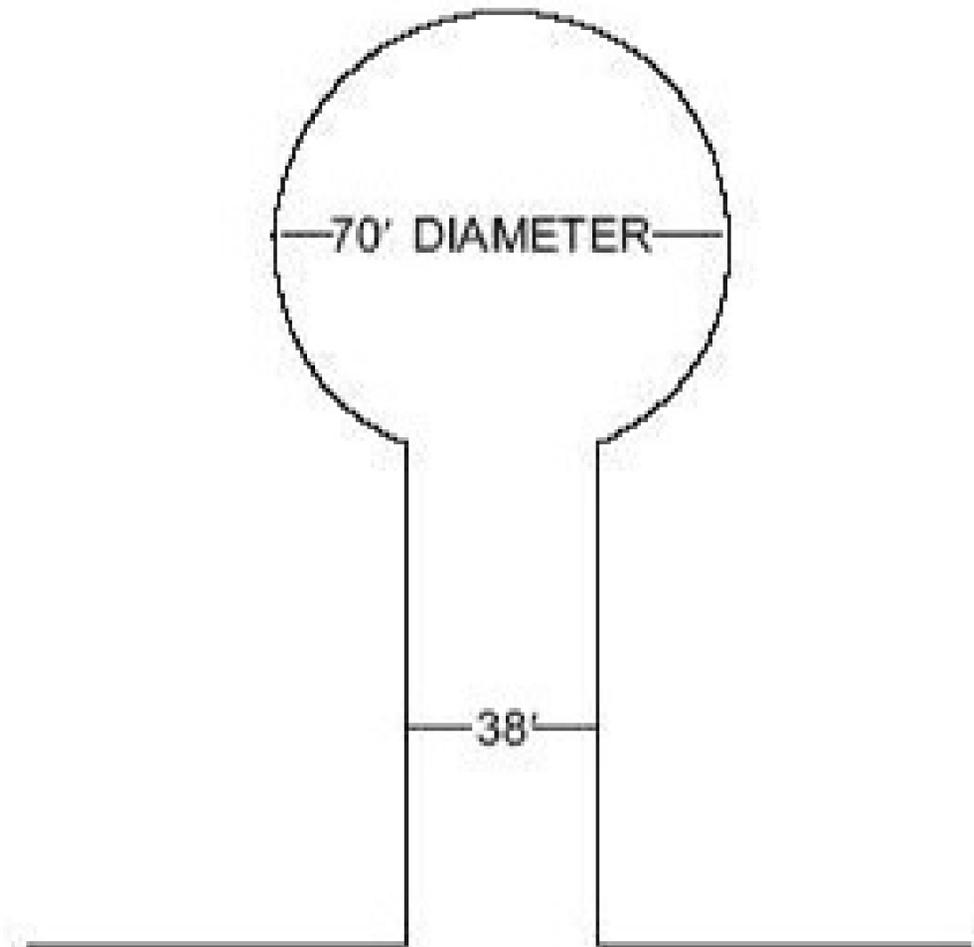
**ZONING DATA**  
SUBJECT PROPERTY IS ZONED CP-0 (PLANNED COMMERCIAL OFFICE DISTRICT) PER CITY OF PITTSBURG.  
BUILDING HEIGHT AND AREA REGULATIONS  
BUILDING HEIGHT: NO BUILDING SHALL EXCEED 30' OR 2 STORIES.  
BUILDING SETBACK  
FRONT: 30'  
SIDE: 10'  
REAR: 20'



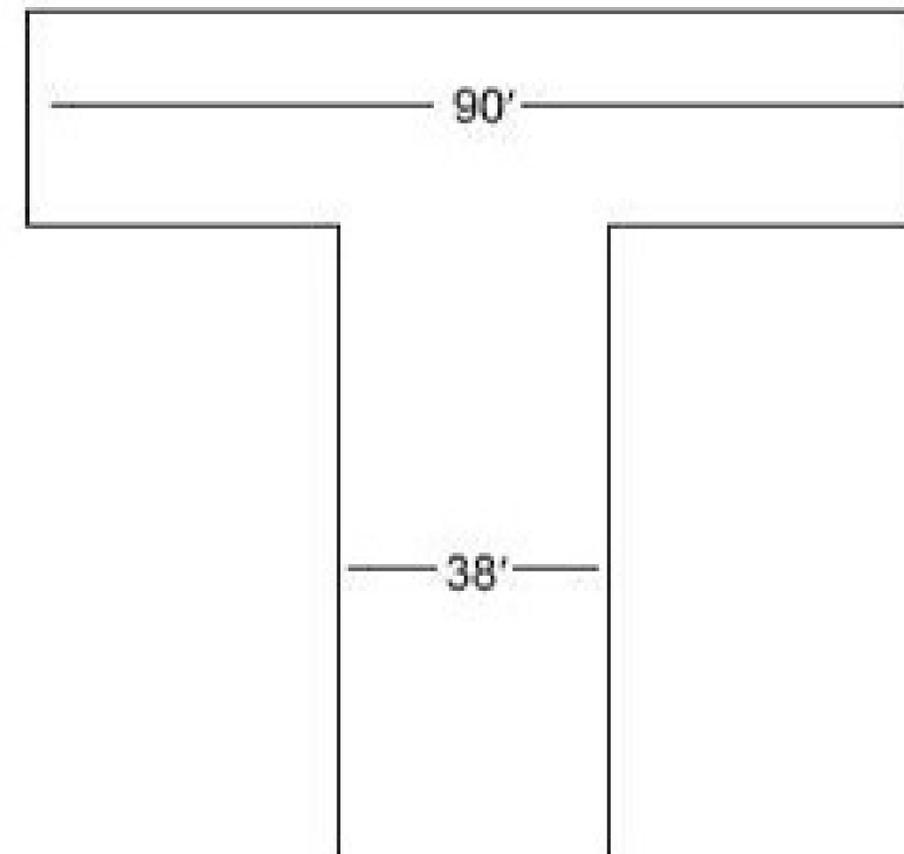
**ANDERSON ENGINEERING INC. AE**  
ENGINEERS SURVEYORS LANDSCAPERS DESIGNERS  
811 E. 3RD STREET  
JOPLIN, MISSOURI 64801  
PHONE: (417) 782-7388

DATE: 8-12-13  
DRAWN: SLM FIELD BK: JOP 100-3300  
JOB NO.: 80089-13 SHEET 1 OF 1 REV. \_\_\_\_

## CUL-DE-SAC SAMPLE



## HAMMERHEAD SAMPLE



City of Pittsburg, Kansas

2014 Budget Recap

As of February 28, 2014

(16.67% of Fiscal Year has passed)

Budgeted Funds	Un-Encumbered Cash Balance 1/1/2014	Revenues (1)			Expenditures			Y-T-D Net	Un-Encumbered Cash Balance 2/28/2014
		Adopted Budget 2014	Y-T-D Revenues 2/28/2014	Percent Received	Adopted Budget 2014	Y-T-D Expenses 2/28/2014	Percent Used		
General Fund	\$ 3,628,783	\$ 23,366,442	\$ 5,113,550	21.88%	\$ 23,734,601	\$ 4,255,853	17.93%	\$ 857,697	\$ 4,486,480
Public Library	55,773	766,788	378,163	49.32%	769,860	130,633	16.97%	247,531	303,303
Public Library Annuity	240,170	165	8	5.15%	-	-	0.00%	8	240,178
Special Alcohol & Drug	56,412	73,453	-	0.00%	73,453	2,351	3.20%	(2,351)	54,061
Special Parks & Recreation	-	73,453	-	0.00%	73,453	-	0.00%	-	-
Street & Highway	106,369	1,112,906	225,501	20.26%	1,220,503	238,984	19.58%	(13,484)	92,886
Street & Highway Sales Tax	296,348	944,164	162,493	17.21%	1,136,893	33,599	2.96%	128,894	425,242
Section 8 Housing	3	1,401,375	282,566	20.16%	1,401,375	222,918	15.91%	59,649	59,651
RLF Sales Tax	2,300,638	1,350,546	162,493	12.03%	544,259	204,963	37.66%	(42,471)	2,258,168
Debt Service	908,051	5,172,475	1,300,276	25.14%	5,226,842	809,903	15.50%	490,373	1,398,424
Public Utilities	1,633,862	7,625,896	1,227,129	16.09%	8,260,099	1,714,681	20.76%	(487,552)	1,146,310
Stormwater	127,499	765,541	124,895	16.31%	828,973	118,708	14.32%	6,186	133,686
Totals	\$ 9,353,908	\$ 42,653,204	\$ 8,977,074	21.05%	\$ 43,270,311	\$ 7,732,593	17.87%	\$ 1,244,482	\$ 10,598,389

Notable Items:

The 2014 adopted budget has been revised to account for the Public Safety Operations Sales Tax impact.

Section 8 Housing subsidized \$15,125 to date for 2014.

Sales Tax revenue is down .36% compared to 2013.

While Public Utility revenue is slightly down budget wise, its up 1.85% compared to 2013.

Public Utility expense is skewed due to debt payments.