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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, February 24, 2015**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

- a. Invocation
- b. Flag Salute Led by the Mayor
- c. Public Input

**CONSENT AGENDA:**

- a. Approval of the February 10, 2015, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1218, providing for the change of certain areas from Crawford County Zoned Agricultural to CP-3, Planned Highway Service Commercial amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg. **First and only reading, if the Governing Body concurs.**
- c. Approval of Ordinance No. G-1219, providing for the change of a certain area from Single Family Residential (R-1A) to Planned General Commercial (CP-2) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, Kansas. **First and only reading, if the Governing Body concurs.**
- d. Approval of staff request to appoint Jim Askins to an unexpired term effective March 1st, 2015 and to expire December 31st, 2017 as a member of the Board of Zoning Appeals.
- e. Approval of final payment in the amount of \$55,320.57 to CDL Electric Co., Inc., of Pittsburg, Kansas, for the Water Treatment Plant Emergency Generator Project.
- f. Approval of the application submitted by Brent Castagno for a Dance Hall License at Parrott Bey located at 408 North Locust and, if approved, authorize the City Clerk to issue the license.

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, February 24, 2015**  
**5:30 PM**

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- g. Approval of staff request to accept a Community Development Block Grant (CDBG) in the amount of \$45,454 to be used toward the replacement of the Pittsburg Fire Department's 1986 Squad 5 brush truck estimated at \$84,407.00, with the City's matching contribution to be \$38,953.00, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- h. Approval of initial payment to D.E.M. Enterprises, Wichita, KS, for sandblasting and painting of the Pittsburg Aquatic Center and for Change Order #1 for \$83,274 and authorization to pay D.E.M. Enterprises \$3,200 for Change Order #2 upon completion of that work.
- i. Approval of the Appropriation Ordinance for the period ending February 24, 2015, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

**CONSIDER THE FOLLOWING:**

- a. **REQUEST FOR MILL LEVY CAP INCREASE - PITTSBURG PUBLIC LIBRARY -** The Pittsburg Public Library Board of Trustees is requesting an increase in the mill levy cap from 6.0 mills to 8.0 mills. **Approve or disapprove the request of the Pittsburg Public Library Board of Trustees and, if approved, adopt Charter Ordinance No. 29 repealing Charter Ordinance No. 27, and providing substitute and additional provisions on the same subjects, and authorize the Mayor to sign the Charter Ordinance on behalf of the City.**
- b. **PROPERTY AND LIABILITY INSURANCE RENEWAL -** Staff is requesting Governing Body approval of the renewal of the City's property and liability insurance policy with the EMC Insurance Company, for the period April 1, 2015 to April 1, 2016, with an annual total premium of \$299,820. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, February 24, 2015**  
**5:30 PM**

---

- c. KPWSLF NO. 2489 - WATER TREATMENT PLANT IMPROVEMENTS - Staff is requesting Governing Body approval of the Third Amendment to the Loan Agreement for the Kansas Public Water Supply Loan Fund (KPWSLF) loan to the City of Pittsburg for improvements to the Water Treatment Plant to decrease the amount of the loan from \$8,737,424 to \$8,529,996.89. **Approve or disapprove the Third Amendment to the Loan Agreement and, if approved, authorize the Mayor to sign the Amendment on behalf of the City of Pittsburg.**

**EXECUTIVE SESSION:**

- a. EXECUTIVE SESSION - An Executive Session is necessary for preliminary discussions relating to the acquisition of real property. **Motion to recess into Executive Session for approximately 30 minutes for preliminary discussions relating to the acquisition of real property.**

**CONSIDER THE FOLLOWING:**

- a. LAND EXCHANGE – Consider staff request to exchange acreage owned by The City of Pittsburg for acreage owned by Pittsburg State University. **Approve or disapprove request and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

**NON-AGENDA REPORTS & REQUESTS:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
February 10<sup>th</sup>, 2015

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A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, February 10<sup>th</sup>, 2015, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Monica Murnan presiding and the following members present: Michael Gray, John Ketterman, Chuck Munsell, and Patrick O'Bryan.

Mayor Murnan led the flag salute.

PUBLIC INPUT - UNITED WAY - Downtown Director Jeff Wilbert recognized Tammy Nagel as the United Way Volunteer of the Year.

APPROVAL OF MINUTES – JANUARY 27<sup>th</sup>, 2015 - On motion of Gray, seconded by O'Bryan, the Governing Body approved the January 27<sup>th</sup>, 2015, City Commission Meeting minutes as submitted. Motion carried.

VACATION ORDER – On motion of Gray, seconded by O'Bryan, the Governing Body approved an Order vacating a portion of Olive Street from the North right-of-way line of 18th Street to the South right-of-way line of 19th Street located in Pittsburg, Crawford County, Kansas. Motion carried. (Request of Robert Kunshek/Lightning Investments).

VACATION ORDER – On motion of Gray, seconded by O'Bryan, the Governing Body approved an Order vacating a North/South alley located in the 200 Block of South Olive in Pittsburg, Crawford County, Kansas, described as: the West 15 feet of Lot 51 which is reserved for an alley, in the Playter's First Addition to the City of Pittsburg, Crawford County, Kansas. Motion carried. (Request of Sara Watts).

COVENANTS AND CONDITIONS – JBH INVESTMENTS, LLC – On motion of Gray, seconded by O'Bryan, the Governing Body approved the Covenants and Conditions between JBH Investments, LLC and the City of Pittsburg, Kansas, to provide water service for The Edge Apartments located at 2010 South Rouse, and authorized the Mayor to execute the instrument on behalf of the City of Pittsburg. Motion carried.

FIRST AMENDMENT TO LOAN AGREEMENT – WATER TREATMENT PLANT GENERATOR PROJECT – On motion of Gray, seconded by O'Bryan, the Governing Body approved the First Amendment to the Loan Agreement for the Kansas Public Water Supply Loan Fund (KPWSLF) loan to the City of Pittsburg for the emergency generator at the Water Treatment Plant to revise the amortization schedule to reflect a new repayment date of August 1, 2015, and authorized the Mayor to execute the amendment on behalf of the City of Pittsburg. Motion carried.

FORGIVABLE LOAN – CDL ELECTRIC COMPANY, INC. – On motion of Gray, seconded by O'Bryan, the Governing Body approved the Economic Development Advisory Committee's recommendation to forgive the 2015 loan payment from CDL Electric Company, Inc. in the amount of \$41,564.68, as CDL Electric Company, Inc. has complied with the forgiveness requirements set forth in their loan documents and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
February 10<sup>th</sup>, 2015

---

2015 TAX ABATEMENT RENEWALS – On motion of Gray, seconded by O'Bryan, the Governing Body approved the Economic Development Advisory Committee's recommendation to grant 2015 tax abatement renewals to Aspenwood Directories (Names and Numbers), HI1 (Holiday Inn), and Miller's Inc. Motion carried.

APPROPRIATION ORDINANCE – On motion of Gray, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending February 10<sup>th</sup>, 2015, 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.

A-PLUS DRY CLEANERS ALLOCATION – On motion of Gray, seconded by O'Bryan, the Governing Body approved the Economic Development Advisory Committee's recommendation to allocate \$8,000 from the Revolving Loan Fund to assist Craig Farnsworth, owner of A-Plus Dry Cleaners, with required infrastructure improvements for his proposed new building at the corner of Fourth Street and Fairview Avenue and authorized the Mayor to sign the appropriate documents. Motion carried.

KELCE COLLEGE OF BUSINESS ECONOMIC RESEARCH PROJECT – On motion of O'Bryan, seconded by Gray, the Governing Body approved the Economic Development Advisory Committee's recommendation to support the Kelce College of Business Economic Research Proposal at an investment level of \$20,000 to fully fund the project for one year. Motion carried with Munsell voting in opposition.

Commissioner Munsell stated that one or two reports per year would be his preference in lieu of the four reports that are currently being produced.

REQUEST TO REZONE – On motion of Ketterman, seconded by Munsell, the Governing Body approved the recommendation of the Planning and Zoning Commission to grant the request submitted by Kansas Crossing Casino L.C. to rezone 1283 South Highway 69 from Crawford County Zoned Agricultural to CP-3 Planned Highway Service Commercial to allow for the future construction of a lottery gaming facility. Motion carried.

REQUEST TO REZONE – On motion of Gray, seconded by O'Bryan, the Governing Body approved the recommendation of the Planning and Zoning Commission to grant the request submitted by Tim Kundiger on behalf of Doris Castagno Living Trust to rezone 1400 East 4<sup>th</sup> Street from R-1A Single Family Residential to CP-2 Planned General Commercial to allow for the future construction of a veterinarian clinic. Motion carried.

REQUEST TO REZONE – On motion of Munsell, seconded by Ketterman, the Governing Body voted to return the recommendation to deny the request submitted by Robert Kunshek on behalf of Lightning Investments to rezone 318 West 18<sup>th</sup> Street from R-1C, Single Family Residential to CP-2, Planned General Commercial to the Planning and Zoning Commission to allow members to further consider the request. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
February 10<sup>th</sup>, 2015

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NON-AGENDA REPORTS AND REQUESTS:

FINANCIAL REPORT – Director of Finance Jamie Clarkson provided the bi-monthly financial report as of December 31, 2014.

KDOT EAST/WEST CONNECTOR AGREEMENT – On motion of Ketterman, seconded by Munsell, the Governing Body approved the agreement between the City and KDOT for the East/West Connector and authorized the Mayor to sign the agreement on behalf of the City. Motion carried.

RESOLUTION NO. 1167 – On motion of Ketterman, seconded by Munsell, the Governing Body adopted Resolution No. 1167 opposing the Kansas State Legislature’s consideration of making municipal elections partisan and moving municipal elections to the fall of even numbered years. Motion carried.

ADJOURNMENT: On motion of O'Bryan, seconded by Gray, the Governing Body adjourned the meeting at 5:53 p.m. Motion carried.

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Monica Murnan, Mayor

ATTEST:

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Tammy Nagel, City Clerk

(Published in The Morning Sun on \_\_\_\_\_, 2015)

**ORDINANCE NO. G-1218**

AN ORDINANCE, providing for the change of certain areas from Crawford County Zoned Agricultural to CP-3, Planned Highway Service Commercial amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg.

WHEREAS, the Planning and Zoning Commission of the City of Pittsburg, Kansas, has filed their report with the Board of Commissioners of the City of Pittsburg, Kansas, recommending amendment of said Ordinance relating to area and use zoning for Planned Highway Service Commercial, and amendment of the Zoning District Boundary Map.

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

Section 1. That the CP-3, Planned Highway Service Commercial, as defined by the Zoning Ordinance, is hereby amended and supplemented to include the following described real estate in the City of Pittsburg, Crawford County, Kansas, to-wit:

The Southeast 1/4 of Section 18, Township 31 South, Range 25 East of the Sixth Principal Meridian, according to the United States Government Survey thereof; EXCEPT that part thereof condemned for State Highway Purposes as evidence by proceedings in the District Court of Crawford County, Kansas, sitting at Pittsburg, in Case No. 15669 and described in parcels 31 and 32 thereof, as follows: 31) A tract of land for Highway Right of Way lying in part of the West Half of the Southeast 1/4 of Section 18, Township 31 South, Range 25 East described as follows: Beginning at the Southwest corner of said 1/4 Section; Thence North 48.4 feet; Thence in an Easterly direction 1000.5 feet to a point 52.8 feet North of the South line of said 1/4 Section; Thence South 52.8 feet to the South line of said 1/4 Section;

Thence West along said South line to the place of beginning. 32) A tract of land for Highway Right of Way lying in part of the Southeast 1/4 of Section 18, Township 31 South, and Range 25 East described as follows: Beginning at the Southeast corner of said 1/4 Section; Thence North 300 feet; Thence West 30 feet; Thence in a Southwesterly direction to a point 58.7 feet North and 300 feet West of said Southeast corner; Thence in a Westerly direction to a point 52.8 feet North and 1000.5 feet East of the Southwest corner of said 1/4 Section; Thence South 52.8 feet to the South line of said 1/4 Section; Thence East along said South line to the place of beginning.

ALSO EXCEPT that part thereof condemned for State Highway purposes as evidenced by proceedings in the District Court of Crawford County, Kansas, sitting at Pittsburg, in Case Co. 19442, and described in Tract Number 3 thereof as follows: Revised a tract of land for Highway Right of Way in the Southeast Quarter of Section 18, Township 31 South, Range 25 East described as follows: Beginning at the Southeast corner of said Quarter Section; First course, Thence West along the South line of said Quarter Section 300.00 feet; Section Course, Thence North 58.7 feet; Third Course, Thence Northeasterly 227.3 feet to a point 132.4 feet West and 211.1 feet North of said Southeast corner; Fourth Course, Thence North 226.4 feet to a point 126.3 feet West of the East line of said Quarter Section; Fifth Course, Thence Northerly on a curve of 3719.83 feet Radius to the left, 1568.93 feet to a point 447.3 feet West and 643.8 feet South of the Northeast corner of said 1/4 Section; Sixth Course, Thence Northwesterly to a point on the North line 738.8 feet West of said Northeast corner; Seventh Course, Thence East along said North line 219.9 feet; Eighth Course, Thence Southeasterly on an angle of 65 degrees 26 minutes to the Right 929.5 feet; Ninth Course, Thence Northeasterly 144.9 feet more or less, to a point on said East line 795.8 feet South of said Northeast corner; Tenth Course, thence South along said East line to the place of beginning. Together with the abutter's rights of access appurtenant to the remaining property, in and to said Highway hereinabove described, EXCEPT and Reserving, However, unto owners of abutting land, their successors and assigns, the right of access to said Highway for the purpose of a farm entrance over and across the following described course: Beginning 1208.8 feet Northerly from the beginning of said "Fifth" course and extending Northerly 30.0 feet."

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

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

ADOPTED AND APPROVED this 24<sup>th</sup> day of February, 2015.

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Mayor – Monica Murnan

ATTEST:

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City Clerk - Tammy Nagel

(SEAL)

(Published in The Morning Sun on \_\_\_\_\_, 2015)

**ORDINANCE NO. G-1219**

AN ORDINANCE, providing for the change of a certain area from Single Family Residential (R-1A) to Planned General Commercial (CP-2) and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, Kansas.

WHEREAS, the Planning and Zoning Commission of the City of Pittsburg, Kansas, has filed their report with the Board of Commissioners of the City of Pittsburg, Kansas, recommending amendment of said Ordinance relating to area and use zoning and amendment of the Zoning District Boundary Map.

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

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

A Portion of the Northeast 1/4 of the Northwest 1/4 of Section 28, Township 30 South, Range 25 East of the Sixth Principal Meridian, Pittsburg, Crawford County, Kansas bounded and described as follows:

Commencing at the NW Corner of said NE 1/4 of the NW 1/4; Thence on a Bearing of S01° 55'18"E (Kansas Coordinate System, 1983, South Zone) along the West Line of said NE 1/4 of the NW 1/4 a distance of 50.00 feet to the South Right Of Way Line of East 4<sup>th</sup> Street, and the Point of Beginning of the following described tract; Thence on a Bearing of N87°25'05"E Along Said Right of Way and Parallel with the North Line of said NE 1/4 a Distance of 288.50 feet; Thence on a Bearing of S01°55'18"E and Parallel with the West Line of said NE 1/4 of the NW 1/4 a Distance of 200.00 feet; Thence on a Bearing of S87°25'05"W and

Parallel with said North Line a Distance of 288.50 feet to said West Line; Thence on a Bearing of N01°55'18"W along said West Line a distance of 200.00 feet to the Point of Beginning.

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

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

ADOPTED AND APPROVED this 24<sup>th</sup> day of February, 2015.

\_\_\_\_\_  
Mayor – Monica Murnan

ATTEST:

\_\_\_\_\_  
City Clerk - Tammy Nagel

(SEAL)



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:** TROY GRAHAM  
Assistant Director of Public Works

**DATE:** February 18, 2015

**SUBJECT:** Agenda Item – February 24, 2015  
Board of Zoning Appeals Appointment

---

There is currently an opening on the Board of Zoning Appeals due to a member moving outside the City Limits. Jim Askins has expressed an interest in filling this position and requested that he be considered. Mr. Askins is a lifelong resident of Pittsburg and was a private contractor within the area for over 25 years. For the past 20 years, Mr. Askins has been the Manager of Facilities Maintenance for Miller's Professional Imaging located at 610 East Jefferson. Mr. Askins has served on the Building Code Board of Appeals in the past for the City of Pittsburg.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 24<sup>th</sup>, 2015. Action being requested is appointment of Mr. Askins to serve an unexpired term effective March 1<sup>st</sup>, 2015 and to expire December 31<sup>st</sup>, 2017.

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



**DEPARTMENT OF PUBLIC UTILITIES** (620) 240-5126  
303 Memorial Drive · Pittsburg KS 66762 [www.pittks.org](http://www.pittks.org)

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** February 13, 2015

**SUBJECT:** Agenda Item – February 24, 2015  
Final Payment  
Water Treatment Plant Emergency Generator  
KPWSLF Project No. 2794

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The contractor, CDL Electric Co., Inc. of Pittsburg, has completed all work on the above-referenced project and is now requesting final payment in the amount of \$55,320.57, which is basically the retainage remaining on the project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 24, 2015. Action necessary will be approval or disapproval of the final payment to CDL Electric Co., Inc.

If you recall, this project is being funded through the Kansas Department of Health and Environment's Public Water Supply Revolving Loan Program.

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

Attachments: Final Payment Documents

**APPLICATION AND CERTIFICATION FOR PAYMENT**

TO OWNER: CITY OF PITTSBURG PROJECT: WTP GENERATOR APPLICATION NO: 5 FINAL

FROM CONTRACTOR: C.D.L. ELECTRIC CO., INC.

PERIOD TO: 11/20/2014  
 PROJECT NOS: KPWSLF NO. 2794  
 CONTRACT DATE: 6/30/2014

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

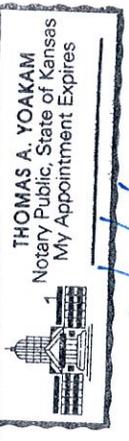
1. ORIGINAL CONTRACT SUM	\$ 553,205.67
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 553,205.67
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 553,205.67

5. RETAINAGE:  
 a. 10 % of Completed Work (Column D + E on G703) \$ \_\_\_\_\_  
 b. 10 % of Stored Material (Column F on G703) \$ \_\_\_\_\_  
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 553,205.67
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 497,885.10
8. CURRENT PAYMENT DUE	\$ 55,320.57
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment ~~is not due~~.



CONTRACTOR: C.D.L. ELECTRIC CO., INC.  
 By: [Signature] Date: 12-2-14  
 State of: Kansas County of: Crawford  
 Subscribed and sworn to before me this 2 day of Dec, 2014  
 Notary Public: [Signature]  
 My Commission expires: 11-17-15

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
 ARCHITECT:

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

# CONTINUATION SHEET

AIA DOCUMENT G703

2 PAGE OF PAGES

2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 5 FINAL

APPLICATION DATE: 12/2/2014

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 11/20/2014

Use Column I on Contracts where variable retainage for line items may apply.

PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	DESIGN MEMORANDUM	\$7,500.00	\$7,500.00				\$7,500.00	100.00%		
2	ENGINEERING	\$30,000.00	\$30,000.00				\$30,000.00	100.00%		
3	GENERATOR/ATS 1250 KW 4,160 VAC	\$373,694.00	\$373,694.00				\$373,694.00	100.00%		
4	FUEL 3000 GALS @ \$3.50/GAL	\$10,950.00	\$10,950.00				\$10,950.00	100.00%		
5	GENERATOR PAD	\$7,500.00	\$7,500.00				\$7,500.00	100.00%		
6	CONDUIT, FITTINGS, WIRE, AND MISC	\$14,035.00	\$14,035.00				\$14,035.00	100.00%		
7	EQUIPMENT	\$6,590.00	\$6,590.00				\$6,590.00	100.00%		
8	SCADA PROGRAMMING	\$5,000.00	\$5,000.00				\$5,000.00	100.00%		
9	OVERHEAD	\$42,366.00	\$42,366.00				\$42,366.00	100.00%		
10	PROFIT	\$19,365.00	\$19,365.00				\$19,365.00	100.00%		
11	INCREASE GENERATOR TO 1500 KW	\$21,295.00	\$21,295.00				\$21,295.00	100.00%		
12	ADD SOUND LEVEL II	\$5,750.00	\$5,750.00				\$5,750.00	100.00%		
13	PERFORMANCE BOND	\$9,160.67	\$9,160.67				\$9,160.67	100.00%		
	<b>GRAND TOTALS</b>	\$553,205.67	\$553,205.67	\$0.00	\$0.00	\$0.00	\$553,205.67	100.00%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

**CDL ELECTRIC COMPANY, INC.**

201 North Joplin  
Pittsburg, Kansas 66762

**CONSENT OF SURETY**

Bond No. KS28442

**TO REDUCTION IN OR**

**RELEASE OF RETAINAGE**

**PROJECT: Emergency Generator-Pittsburg Water Treatment Plant**

**TO:** City of Pittsburg  
201 W. 4th Street  
Pittsburg, KS 66762

**CONTRACT FOR: CDL Electric Company, Inc.**

**CONTRACT DATE:**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the Granite Re, Inc., Surety on bond of CDL Electric Company, Inc., Contractor, hereby approves the reduction in or partial release of retainage to the Contractor, as follows:

The Surety agrees that such reduction in or partial or total release of retainage to the Contractor shall not relieve the Surety of any of its obligations to:

City of Pittsburg, OWNER, as set forth in the said Surety's bond.

**IN WITNESS WHEREOF, Granite Re, Inc.** the Surety has hereunto set its hand this  
3rd day of December, 2014

ATTEST:

(SEAL)

Granite RE, Inc.

Surety

*Kerry A. Marvel*

Signature of Authorized Representative

Kerry A. Marvel, Attorney-In-Fact

Title

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

ERLE D. BENTON; GEORGE R. DONNELLY; KELLY R. WATSON; STEVEN L. NICHOLSON; CHANDLER L. CULLOR; MARK S. NAUSER; KERRY A. MARVEL; KARI E. BOECKMAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

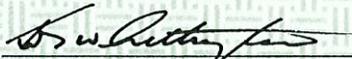
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

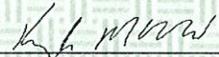
ERLE D. BENTON; GEORGE R. DONNELLY; KELLY R. WATSON; STEVEN L. NICHOLSON; CHANDLER L. CULLOR; MARK S. NAUSER; KERRY A. MARVEL; KARI E. BOECKMAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 5<sup>th</sup> day of June, 2014.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



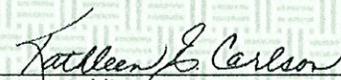
  
\_\_\_\_\_  
Kenneth D. Whittington, President

  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 5<sup>th</sup> day of June, 2014, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
\_\_\_\_\_  
Kathleen E. Carlson  
Notary Public

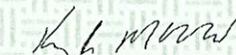
**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 3rd day of December, 2014.



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer

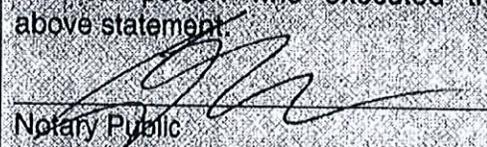
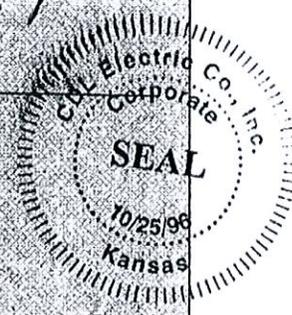
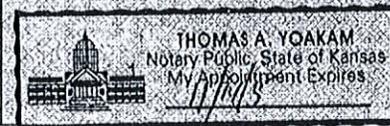
CDL ELECTRIC COMPANY, INC.  
201 North Joplin  
Pittsburg, Kansas 66762

Bond No. KS28442

TO: CITY CLERK  
CITY OF PITTSBURG  
PITTSBURG, KANSAS 66762

PROJECT: Emergency Generator  
Water Treatment Plant

In accordance with the provisions of the Contract of the above Project, I/We hereby certify and swear that all subcontractors, vendors, persons or firms who have furnished labor or materials for the work, and all rentals of materials, equipment, or property used in connection with the work, and that all taxes have been paid in full or otherwise satisfied.

State of Kansas, Crawford County	Contractor: CDL Electric Company, Inc.
On this <u>2nd</u> day of <u>December</u> , 20 <u>14</u> , before me, a Notary Public in and for the aforementioned County and State, personally appeared Larry Seward, Jr., to me known to be the identical person who executed the above statement.	By: 
	Title: President/Owner
Notary Public	Seal: _____ (If Corporate)
My Commission Expires: 11-14-2015	
	

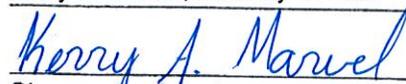
The Granite Re, Inc., Surety Company on bond for the above project hereby approves the final payment to the Contractor, and agrees that the final payment shall not relieve the Surety Company of any of its obligations to the City of Pittsburg as set forth in the Surety Company's bond.

IN WITNESS this 3rd day of December, 20 14.

Granite RE, Inc.

(SEAL):

Kerry A. Marvel, Attorney-In-Fact

  
Signature of Authorized Representative

ATTORNEY-IN-FACT

RESIDENT AGENT.

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

ERLE D. BENTON; GEORGE R. DONNELLY; KELLY R. WATSON; STEVEN L. NICHOLSON; CHANDLER L. CULLOR; MARK S. NAUSER; KERRY A. MARVEL; KARI E. BOECKMAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

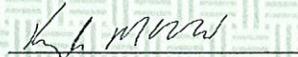
ERLE D. BENTON; GEORGE R. DONNELLY; KELLY R. WATSON; STEVEN L. NICHOLSON; CHANDLER L. CULLOR; MARK S. NAUSER; KERRY A. MARVEL; KARI E. BOECKMAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 5<sup>th</sup> day of June, 2014.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



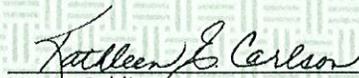
  
\_\_\_\_\_  
Kenneth D. Whittington, President

  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 5<sup>th</sup> day of June, 2014, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
\_\_\_\_\_  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 3rd day of December, 2014.



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer

Policy & Research  
915 SW Harrison St  
Topeka KS 66612-1588  
Nick Jordan, Secretary  
Richard Cram, Director



Phone: 785-296-3081  
FAX: 785-296-7928  
www.ksrevenue.org  
Sam Brownback, Governor

## STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

\_\_\_\_\_  
Name of Entity to whom Project Exemption Certificate was Issued

201 W 4th St	Pittsburg	KS	66762
Street Address	City	State	Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number 0000040148**, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

CDL Electric Co., Inc.

\_\_\_\_\_  
Contractor / Subcontractor

201 N. Joplin

\_\_\_\_\_  
P.O. Box and/or Street Number and Name

Pittsburg, Kansas 66762

\_\_\_\_\_  
City, State Zip

201/11 President  
\_\_\_\_\_  
Signature and Title of Authorized Representative

12/2/14  
\_\_\_\_\_  
Date

### INSTRUCTIONS

Upon completion of a tax exempt project, the contractor must furnish this certification to the exempt entity for which the work was performed. The exempt entity needs to retain this document in their files and record the actual date that the project was completed on-line at <https://www.kdor.org/taxcenter/>. All invoices must be retained by the contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.

PR-77 (Rev. 05/07)

## INTEROFFICE MEMORANDUM

To: City Manager Daron Hall

From: Fire Chief Mike Simons

CC:

Date: Tuesday, February 24, 2014

Subject: SEK Regional Commission CDBG grant request application

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The City of Pittsburg has been working with SEK Regional Planning Commission for a grant for the replacement of our 1986 Squad 5 brush truck. This twenty-eight year old apparatus has multiple responsibilities within the protocols of our emergency responses. Examples include natural cover fires, prime mover for our rescue boat and swift water equipment, annual testing of our 1275 fire hydrants, and it is our primary back up unit for our Rescue 7 emergency response apparatus that responds to a majority of our EMS calls.

The City of Pittsburg has been awarded the grant through the CDBG (Community Development Block Grant) for 2015. The grant is for the amount of \$45,454.00 with the City of Pittsburg's matching contribution of \$38,953.00. The total replacement cost of this brush truck is estimated at \$84,407.00.

A grant agreement between the State of Kansas Department of Commerce and the City of Pittsburg is attached for your review and consideration.

Please place this item on the agenda for the City Commission to review and accept the grant award and authorize the Mayor to sign the necessary documents.

STATE OF KANSAS

GRANT AGREEMENT NO. 15-PF-025

between the

STATE OF KANSAS  
DEPARTMENT OF COMMERCE

and the

City of Pittsburg

**I. Grant Agreement**

- A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the City of Pittsburg, Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following: SPECIAL CONDITIONS (attached hereto) and APPROVED PROJECT APPLICATION.
- B. Together they embody the entire Agreement between the Department and Grantee with respect to this grant program. All prior agreements, representations, statements, negotiations, and understandings with respect to this program are superseded hereby.

**II. Authority**

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

**III. Description of Activities**

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

**IV. Period of Performance**

The period of performance for all activities assisted by this Agreement shall commence on **APRIL 1, 2015**, hereinafter called the "Commencement Date," and shall be complete on **MARCH 31, 2017**, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

**V. Compensation**

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$45,454** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Grantee shall provide **\$38,953** in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$45,454**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.
- E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of paragraph V. are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

#### **VI. Indemnification**

The Grantee shall indemnify, defend, and hold harmless the State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

#### **VII. Obligations of Grantee**

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the program is carried out in accordance with this Agreement.

#### **VIII. Environmental Review Compliance**

- A. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the State under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- B. The Grantee agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee's Environmental Review responsibilities.

#### **IX. Program Costs**

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (OMB Circular A-87). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total "Small Cities CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this contract.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the "Notice of Release of Funds."
- E. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

**X. Requisition of Grant Funds**

- A. The Grantee shall be entitled to receive requisitioned funds from the Department only in accordance with its actual and immediate cash requirements and only when the total of federal funds remaining on hand in the depository account does not exceed \$5,000 and is insufficient to meet immediate disbursement needs.
- B. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than twice a month or in amounts less than \$3,000 and in no cases more than \$200,000.
- C. The Grantee shall establish procedures to insure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- D. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- E. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- F. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

#### **XI. Depositories for Program Funds**

- A. The Grantee shall maintain a separate record for money received under the Community Development Program. Into this fund shall be deposited:
  - 1. Moneys received from the Department.
  - 2. Program income earned through program activities.
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

#### **XII. Financial Management**

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
  - 1. Maintenance of separate accounting records and source documentation for the Community Development Program;
  - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
  - 3. Establishment of records of budgets and expenditures for each approved activity;
  - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
  - 5. Provision of financial status reports in the form specified by the Department;
  - 6. Compliance with the Department's audit requirements (OMB Circular A-133); and
  - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

#### **XIII. Monitoring and Reporting**

- A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in the SPECIAL CONDITIONS. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

#### **XIV. Procurement Procedures**

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.

- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

#### **XV. Bonding Requirements**

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, "Uniform Administrative Requirements for Grants to State and Local Governments," contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$25,000. The following types of bonds are required in the "Procurement" section of the common rule:
- A 100 percent "performance bond" on the part of the contractor to secure fulfillment of all the contractor's obligations under the contract; and
  - A 100 percent "payment bond" on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

#### **XVI. Program Income**

- A. Program Income, as defined in the Final Statement, means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department.
- B. All Program Income from a project funded by this Agreement may be retained by the Grantee (unless specified as a Special Condition to this agreement) and shall be added to funds committed to the support of the program established by this Agreement or for such eligible program activities as may be authorized by the Department. This income shall be disbursed to the maximum extent feasible prior to requisitioning additional funds under this agreement.

#### **XVII. Program Close-out Procedures**

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee's files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any appropriate amount of unobligated program funds.
- E. The Grantee shall account for any property acquired with grant funds, or received from the federal or state government in accordance with the Department's property management procedures.

### **XVIII. Termination for Convenience**

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

### **XIX. Suspension or Termination-for-Cause**

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice following procedures pursuant to Final Statement may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

### **XX. Audit Requirements**

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on the U.S. Single Audit Act of 1984 as amended in 1996 and Office of Management and Budget (OMB) Circular A-133.
  - 1. If the local government expends \$500,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with OMB Circular A-133. An A-133 audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
  - 2. If the local government expends less than \$500,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
  - 3. Grantee's will be required to submit the "audit information form" to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before March 20th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

## **XXI. Retention of and Access to Records**

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

## **XXII. Conflict of Interest**

- A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at CFR 570.611 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

## **XXIII. Equal Opportunity**

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all of the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended) and the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

## **XXIV. Waiver of Enforcement**

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all of the provisions herein.

## **XXV. Reversion of Assets**

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

**XXVI. Budget Amendments and Other Changes**

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
  - 1. The cumulative effect of the revision is to not make line item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less.
  - 2. The change does not increase any professional services of the CDBG approved budget;
  - 3. The change will not significantly change the scope, location or objectives of the approved activities; and
  - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.
- C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.
- D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.
- E. I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.

*Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.*

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

Dated by the Department of Commerce this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

STATE OF KANSAS  
DEPARTMENT OF COMMERCE

By: \_\_\_\_\_  
CDBG Program  
Kansas Department of Commerce

By: \_\_\_\_\_  
Notary Public, State of Kansas

City of Pittsburg Kansas  
(Grantee)

By: \_\_\_\_\_  
(Name) (Title)  
**Monica Murnan, Mayor**  
(SEAL)

ATTEST: \_\_\_\_\_  
(For the Grantee)

## SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **JANUARY 26, 2015**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **MARCH 31, 2017** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **JUNE 30, 2017**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with the Single Audit Act of 1984 as amended in 1996 (OMB Circular A-133) for such fiscal year unless exempted under OMB Circular A-133. Those Grantees having expended \$500,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official  
Monica Murnan  
Mayor

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

GRANTEE NAME:Pittsburg

GRANT NUMBER: 15-PF-011

\*DUNS NUMBER:\*030662175

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Urban Brush Fire Truck	\$ 41,609	\$ 35,298	City	\$ 76,907
b.				\$ -
c.				\$ -
d. Acquisition, including easements				\$ -
e. Engineering Design				\$ -
f. Construction Inspection				\$ -
g. Architectural Services				\$ -
h. Other Professional Services				\$ -
<b>Public Facility Activities Total</b>	<b>\$ 41,609</b>	<b>\$ 35,298</b>		<b>\$ 76,907</b>
2. Housing Activities				
a. Housing Rehabilitation				\$ -
b. Lead-Based Paint Activities				\$ -
c. Demolition				\$ -
d. Acquisition				\$ -
e. Relocation				\$ -
f. New Construction				\$ -
g. Housing Inspection				\$ -
<b>Housing Activities Total</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>
3. Administration				\$ -
a. Administrative Activities	\$ 3,845	\$ 3,655		\$ 7,500
b. Legal				\$ -
c. Audit				\$ -
<b>Administration Total</b>	<b>\$ 3,845</b>	<b>\$ 3,655</b>		<b>\$ 7,500</b>
<b>ALL ACTIVITIES TOTAL</b>	<b>\$ 45,454</b>	<b>\$ 38,953</b>		<b>\$ 84,407</b>

Budget adjusted to reflect correct Allowable CDBG Admin costs 10% of \$3845.

Rev. 12/2012

## INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager

From: Kim Vogel, Director of Parks and Recreation

CC: Tammy Nagel, City Clerk

Date: February 18, 2015

Subject: February 24, 2015 City Commission Meeting Agenda Item

Payment for Sandblasting & Painting of Pittsburg Aquatic Center

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D.E.M. Enterprises, of Wichita, Kansas, has completed the sandblasting and painting and Change Order #1 at the Pittsburg Aquatic Center. The original bid price of this project was for \$76,448 and there were 2 change orders for the project. Change Order #1 was to paint blast and paint the Surge Pit in the pump house for \$6,826. Change Order #2 is for the completion of concrete repair work around the outside of the Lazy River, the cost of this work is \$3,200. Change Order #2 has not been completed, due to weather, and will not be paid until work is completed.

In this regard, would you please place an item on the agenda for the City Commission meeting scheduled for Tuesday, February 24, 2015. Action necessary would be to approve payment of \$83,274 for the sandblasting and painting and Change Order #1 to D.E.M. Enterprises of Wichita, KS and to release the \$3,200 for Change Order #2 upon completion of the work.

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

D.E.M Enterprises

Date February 09, 2015  
Invoice # 2022015

Vendor Hamza Smajlovic Ship TO: City Of Pittsburg, Kansas  
D.E.M Enterprises LLC. 201 West 4Th Street  
P.O Box 16115 Pittsburg , Kansas 66762  
Wichita, Kansas 67216  
316-351-1771

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Invoice #	Quantity	Description	Unit Price	Amount
2022015.00	#1	Brush Blasting, Priming & Painting	\$ 71,548.00	\$ 71,548.00
	#2	2 Year Service Plan	3,100.00	3,100.00
	#3	Layout & Installation Of Liner	1,800.00	1,800.00
	#4	Surge Pit Tank Blast & Paint	6,826.00	6,826.00
	#5	Concrete Repair @ Lazy River	3,200.00	3,200.00

Subtotal \$ 86,474.00  
Sales Tax  
Total \$ 86,474.00

\_\_\_\_\_  
Authorized by Date

P.O. Box 16115 Wichita, Kansas 67216

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	2/06/2015			174398		
C-CHECK	VOID CHECK	V	2/06/2015			174399		
C-CHECK	VOID CHECK	V	2/06/2015			174401		
C-CHECK	VOID CHECK	V	2/06/2015			174412		
C-CHECK	VOID CHECK	V	2/13/2015			174498		
C-CHECK	VOID CHECK	V	2/13/2015			174499		
C-CHECK	VOID CHECK	V	2/13/2015			174500		
C-CHECK	VOID CHECK	V	2/13/2015			174502		
C-CHECK	VOID CHECK	V	2/13/2015			174503		
C-CHECK	VOID CHECK	V	2/13/2015			174504		

* * 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:	10	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
	10	0.00	0.00	0.00
BANK: * TOTALS:	10	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 2/04/2015 THRU 2/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	ALPHA SIGMA ALPHA	R	2/06/2015			174396		150.00
0523	AT&T	R	2/06/2015			174397		4,151.01
4263	COX COMMUNICATIONS KANSAS LLC	R	2/06/2015			174400		1,391.29
3251	FT SCOTT COMMUNITY COLLEGE	R	2/06/2015			174402		1,390.00
7151	TOTALFUNDS BY HASLER	R	2/06/2015			174403		1,000.00
0622	INTERNATIONAL ASSOCIATION CHIE	R	2/06/2015			174404		300.00
0082	K.D.A.	R	2/06/2015			174405		220.00
7287	JASON MIORI	R	2/06/2015			174406		277.25
1	MOUNT CARMEL FOUNDATION	R	2/06/2015			174407		250.00
0188	SECRETARY OF STATE	R	2/06/2015			174408		25.00
0196	SPRING RIVER MENTAL HEALTH & W	R	2/06/2015			174409		30.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	2/06/2015			174410		112.89
5589	VERIZON WIRELESS SERVICES, LLC	R	2/06/2015			174411		949.30
3069	VIA CHRISTI PROFESSIONAL SERVI	R	2/06/2015			174413		95.96
1	WESLEY HOUSE	R	2/06/2015			174414		428.00
1108	WESTAR ENERGY	R	2/06/2015			174415		191.86
5371	PITTSBURG FAMILY YMCA	R	2/06/2015			174416		125.98
6545	CENTER POINT INC	R	2/13/2015			174484		251.22
6031	COLONIAL FOX THEATER FOUNDATIO	R	2/13/2015			174485		750.00
5650	JACK COOMES	R	2/13/2015			174486		8,000.00
1	GRIMES, PAUL W.	R	2/13/2015			174487		20,000.00
0082	K.D.A.	R	2/13/2015			174488		160.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 2/04/2015 THRU 2/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2877	KDHE - BUREAU OF WATER	R	2/13/2015			174489		25.00
2877	KDHE - BUREAU OF WATER	R	2/13/2015			174490		25.00
6750	HW LOCHNER, BWR DIVISION	R	2/13/2015			174491		535.85
7291	EDWARD CAFFREY	R	2/13/2015			174492		325.00
1	PAUL MULIK PIANO SERVICE	R	2/13/2015			174493		233.64
3434	PITTSBURG SUNRISE ROTARY	R	2/13/2015			174494		200.00
6957	U.S. BANK	R	2/13/2015			174495		263.15
0349	UNITED WAY OF CRAWFORD COUNTY	R	2/13/2015			174496		112.89
5589	VERIZON WIRELESS SERVICES, LLC	R	2/13/2015			174497		7,327.21
1108	WESTAR ENERGY	R	2/13/2015			174501		89,337.63
5371	PITTSBURG FAMILY YMCA	R	2/13/2015			174505		125.98
6154	4 STATE MAINTENANCE SUPPLY INC	R	2/17/2015			174507		124.57
2876	A-PLUS CLEANERS & LAUNDRY	R	2/17/2015			174508		565.00
2004	AIRE-MASTER OF AMERICA, INC.	R	2/17/2015			174509		15.91
5283	CLASS LTD	R	2/17/2015			174510		22.60
5759	COMMUNITY HEALTH CENTER OF SEK	R	2/17/2015			174511		69.00
0699	DRIVERS LICENSE GUIDE CO	R	2/17/2015			174512		29.95
6358	FIRE X INC	R	2/17/2015			174513		20.00
6703	GT DISTRIBUTORS INC	R	2/17/2015			174514		1,326.70
1	HEALTHSCRIPTS, INC	R	2/17/2015			174515		162.75
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	2/17/2015			174516		136.83
0036	JOHN DEERE CREDIT	R	2/17/2015			174517		50,817.23

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 2/04/2015 THRU 2/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7267	ATLAS MEDIA GROUP, LLC	R	2/17/2015			174518		44.00
7288	KEMLEE MANUFACTURING, INC	R	2/17/2015			174519		854.40
6656	KNIPP EQUIPMENT INC	R	2/17/2015			174520		612.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	2/17/2015			174521		360.00
2509	POWERPLAN, INC	R	2/17/2015			174522		147.63
7053	U.S. PEROXIDE, LLC	R	2/17/2015			174523		950.00
0046	ETTINGERS OFFICE SUPPLY	E	2/11/2015			999999		1,301.73
0055	JOHN'S SPORT CENTER, INC.	E	2/11/2015			999999		879.38
0087	FORMS ONE, LLC	E	2/11/2015			999999		615.10
0105	PITTSBURG AUTOMOTIVE INC	E	2/11/2015			999999		2,370.81
0112	MARRONES INC	E	2/11/2015			999999		137.75
0117	THE MORNING SUN	E	2/11/2015			999999		267.68
0128	VIA CHRISTI HOSPITAL	E	2/11/2015			999999		50.00
0129	PROFESSIONAL ENGINEERING CONSU	E	2/11/2015			999999		21,872.50
0154	BLUE CROSS & BLUE SHIELD	D	2/06/2015			999999		4,914.75
0154	BLUE CROSS & BLUE SHIELD	D	2/13/2015			999999		1,137.29
0183	PRO-PRINT INC	E	2/11/2015			999999		50.00
0194	KANSAS STATE TREASURER	E	2/09/2015			999999		268,670.25
0194	KANSAS STATE TREASURER	E	2/11/2015			999999		5,776.00
0199	KIRKLAND WELDING SUPPLIES	E	2/11/2015			999999		375.10
0201	SPICER-ADAMS WELDING, INC.	E	2/11/2015			999999		85.00
0202	CLIFF HIX ENGINEERING INC	E	2/11/2015			999999		10.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 2/04/2015 THRU 2/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	2/06/2015			999999		1,100.87
0224	KDOR	D	2/09/2015			999999		5,033.76
0272	BO'S 1 STOP INC	E	2/11/2015			999999		731.70
0292	UNIFIRST CORPORATION	E	2/11/2015			999999		118.30
0294	COPY PRODUCTS, INC.	E	2/11/2015			999999		423.01
0300	PITTSBURG FORD-MERCURY, INC.	E	2/11/2015			999999		1,043.32
0317	KUNSHEK CHAT & COAL CO, INC.	E	2/11/2015			999999		14,097.52
0321	KP&F	D	2/13/2015			999999		43,939.35
0329	O'MALLEY IMPLEMENT CO INC	E	2/11/2015			999999		115.61
0335	CUSTOM AWARDS PLUS INC	E	2/11/2015			999999		25.00
0345	VICTOR L PHILLIPS CO	E	2/11/2015			999999		131.60
0347	LYNN'S QUICK LUBE	E	2/11/2015			999999		39.45
0375	CONVENIENT WATER COMPANY	E	2/11/2015			999999		90.00
0420	CONTINENTAL RESEARCH CORP	E	2/11/2015			999999		202.18
0534	TYLER TECHNOLOGIES INC	E	2/11/2015			999999		390.00
0571	WILBERT MFG. & SUPPLY	E	2/11/2015			999999		23.80
0627	BOETTCHER SUPPLY INC	E	2/11/2015			999999		118.96
0659	PAYNES INC	E	2/11/2015			999999		162.50
0709	PURVIS INDUSTRIES LTD	E	2/11/2015			999999		177.20
0728	ICMA	D	2/13/2015			999999		928.93
0823	TOUCHTON ELECTRIC INC	E	2/11/2015			999999		88.00
0852	JEFF BROOKS	E	2/11/2015			999999		2,220.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 2/04/2015 THRU 2/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1030	FREDDY VAN'S INC	E	2/11/2015			999999		4,000.00
1033	BOB DITTMANN AGENCY INC	E	2/11/2015			999999		200.00
1050	KPERS	D	2/13/2015			999999		37,011.19
1327	KBI	E	2/11/2015			999999		17,211.00
1478	KANSASLAND TIRE OF PITTSBURG	E	2/11/2015			999999		2,114.32
1490	ESTHERMAE TALENT	E	2/11/2015			999999		50.00
1875	CITY DIRECTORIES	E	2/11/2015			999999		586.00
2035	O'BRIEN ROCK CO., INC.	E	2/11/2015			999999		1,185.84
2137	VAN WALL GROUP	E	2/11/2015			999999		435.54
2582	DLT SOLUTIONS, INC.	E	2/11/2015			999999		5,491.52
2767	BRENNTAG SOUTHWEST, INC	E	2/11/2015			999999		2,705.00
2825	KANSAS DEPT OF ADMINISTRATION	E	2/11/2015			999999		635.01
2841	KDHE	E	2/11/2015			999999		1,560.00
2960	PACE ANALYTICAL SERVICES INC	E	2/11/2015			999999		2,197.00
3248	AIRGAS USA LLC	E	2/11/2015			999999		23.50
3570	AMERICAN EXPRESS, INC	D	2/04/2015			999999		202.10
3571	LARRY'S DIESEL REPAIR LLC	E	2/11/2015			999999		413.67
4072	MERCHANT E-SOLUTIONS	D	2/06/2015			999999		406.97
4197	ENVIRONMENTAL SYSTEMS RESEARCH	E	2/11/2015			999999		25,500.00
4307	HENRY KRAFT, INC.	E	2/11/2015			999999		86.04
4354	LIFESTYLE LEASING INC	E	2/11/2015			999999		1,200.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	2/11/2015			999999		65.52

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 2/04/2015 THRU 2/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4452	RYAN INSURANCE	E	2/11/2015			999999		174.00
4618	TRESA MILLER	E	2/11/2015			999999		825.00
4698	THE MORNING SUN	E	2/11/2015			999999		158.07
4791	SPRINGSTED INCORPORATED	E	2/11/2015			999999		2,950.00
5185	FERGUSON ENTERPRISES INC	E	2/11/2015			999999		5,327.79
5275	US LIME COMPANY-ST CLAIR	E	2/11/2015			999999		4,098.49
5420	AQUIONICS INC	E	2/11/2015			999999		311.58
5552	NATIONAL SIGN CO INC	E	2/11/2015			999999		583.41
5566	VINYLPLEX INC	E	2/11/2015			999999		9,784.32
5610	I-CON SOLUTIONS INC	E	2/11/2015			999999		641.62
5800	INFRASTRUCTURE TECHNOLOGIES LL	E	2/11/2015			999999		1,500.00
5904	TASC	D	2/13/2015			999999		7,015.73
5907	BREATHING AIR SERVICES INC	E	2/11/2015			999999		85.00
6162	OZARK CRANE SERVICE INC	E	2/11/2015			999999		1,972.81
6415	GREAT WEST TANDEM KPERS 457	D	2/13/2015			999999		3,075.00
6524	ELLIOTT EQUIPMENT COMPANY	E	2/11/2015			999999		425.48
6846	GREENWAY ELECTRIC, INC.	E	2/11/2015			999999		10,213.00
6952	ADP INC	D	2/06/2015			999999		611.74
7050	KRIZ-DAVIS CO.	E	2/11/2015			999999		17.84
7128	SWABY MFG	E	2/11/2015			999999		1,845.00
7240	JAY HATFIELD CERTIFIED USED CA	E	2/11/2015			999999		728.24
7281	CHEMCO SYSTEMS LP	E	2/11/2015			999999		294.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: 80144 BMO HARRIS BANK  
DATE RANGE: 2/04/2015 THRU 2/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7290	DELTA DENTAL OF KANSAS INC	D	2/06/2015			999999		10,704.80
7290	DELTA DENTAL OF KANSAS INC	D	2/13/2015			999999		2,204.60

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	50	195,019.68	0.00	195,019.68
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	14	118,287.08	0.00	118,287.08
EFT:	70	430,255.06	0.00	430,255.06
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	134	743,561.82	0.00	743,561.82
BANK: 80144 TOTALS:	134	743,561.82	0.00	743,561.82

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: EFT MANUAL EFTS  
 DATE RANGE: 2/04/2015 THRU 2/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0046	ETTINGERS OFFICE SUPPLY	E	2/09/2015			999999		1,594.45
0054	JOPLIN SUPPLY COMPANY	E	2/09/2015			999999		2,190.90
0055	JOHN'S SPORT CENTER, INC.	E	2/09/2015			999999		1,267.13
0056	NEWSPAPER HOLDINGS	E	2/09/2015			999999		298.15
0068	BROOKS PLUMBING LLC	E	2/17/2015			999999		178.54
0087	FORMS ONE, LLC	E	2/09/2015			999999		444.78
0129	PROFESSIONAL ENGINEERING CONSU	E	2/17/2015			999999		1,835.00
0181	INGRAM	E	2/17/2015			999999		40.84
0202	CLIFF HIX ENGINEERING INC	E	2/09/2015			999999		370.00
0294	COPY PRODUCTS, INC.	E	2/09/2015			999999		1,380.00
0486	MID-STATES ORGANIZED CRIME INF	E	2/09/2015			999999		250.00
0504	LYNN PEAVEY COMPANY	E	2/09/2015			999999		186.00
0577	KANSAS GAS SERVICE	E	2/17/2015			999999		33,021.24
0627	BOETTCHER SUPPLY INC	E	2/09/2015			999999		58.34
0746	CDL ELECTRIC COMPANY INC	E	2/09/2015			999999		1,037.10
0866	AVFUEL CORPORATION	E	2/17/2015			999999		18,733.10
1693	EBSCO SUBSCRIPTION SERVICE	E	2/17/2015			999999		3,733.05
1767	KIM VOGEL	E	2/09/2015			999999		202.45
2005	GALLS INCORPORATED	E	2/09/2015			999999		543.42
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	2/09/2015			999999		2,043.47
2433	THE MORNING SUN	E	2/17/2015			999999		480.72
3847	INTERNATIONAL PUBLIC MANAGEMEN	E	2/09/2015			999999		553.50

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: EFT MANUAL EFTS  
 DATE RANGE: 2/04/2015 THRU 2/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4307	HENRY KRAFT, INC.	E	2/09/2015			999999		56.60
4307	HENRY KRAFT, INC.	E	2/17/2015			999999		195.10
4698	THE MORNING SUN	E	2/09/2015			999999		158.07
5195	FERN AND ANGERMAYER LLC	E	2/09/2015			999999		600.00
5482	JUSTIN HART	E	2/09/2015			999999		60.00
5640	CORRECT CARE SOLUTIONS LLC	E	2/09/2015			999999		140.00
5725	RED THE UNIFORM TAILOR INC	E	2/09/2015			999999		565.91
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	2/09/2015			999999		1,522.48
5855	SHRED-IT USA INC	E	2/17/2015			999999		171.34
6034	JEFF WILBERT	E	2/09/2015			999999		45.00
6192	KATHLEEN CERNE	E	2/09/2015			999999		600.00
6199	PITTSBURG RADIOLOGY ASSOCIATES	E	2/09/2015			999999		72.11
6875	DARON HALL	E	2/09/2015			999999		196.00
7028	MATTHEW L. FRYE	E	2/09/2015			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	2/17/2015			999999		55.25
7283	CORESOURCE, INC	E	2/09/2015			999999		10,566.39
7283	CORESOURCE, INC	E	2/17/2015			999999		33,770.71
7289	ASSOCIATED THEATRICAL CONTRACT	E	2/09/2015			999999		362.52

* * 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:	40	119,979.66	0.00	119,979.66
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: EFT TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	40	119,979.66	0.00	119,979.66
BANK: EFT TOTALS:	40	119,979.66	0.00	119,979.66

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1800	DAN RODABAUGH	R	2/17/2015			174524		450.00

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	450.00	0.00	450.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0			
VOID DEBITS		0.00		
VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: HAP TOTALS:	1	450.00	0.00	450.00
BANK: HAP TOTALS:	1	450.00	0.00	450.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4292	PHIL MINTON	R	2/06/2015			174417		6,007.00
6811	SYMBOL ARTS LLC	R	2/06/2015			174418		1,141.47
6750	HW LOCHNER, BWR DIVISION	R	2/13/2015			174506		3,522.00

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3	10,670.47	0.00	10,670.47
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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: MAN TOTALS:	3	10,670.47	0.00	10,670.47
BANK: MAN TOTALS:	3	10,670.47	0.00	10,670.47
REPORT TOTALS:	188	874,661.95	0.00	874,661.95

Passed and approved this 24<sup>th</sup> day of February, 2015.

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Monica Murnan, Mayor

ATTEST:

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Tammy Nagel, City Clerk

(Published in The Morning Sun on \_\_\_\_\_ and \_\_\_\_\_, 2015)

**CHARTER ORDINANCE NO. 29**

A CHARTER ORDINANCE REPEALING CHARTER ORDINANCE NO. 27 AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECTS.

WHEREAS, pursuant to Article 12, Section 5 of the Kansas Constitution, the City of Pittsburg, Kansas elected to exempt itself from and make inapplicable to it various provisions of Kansas Statutes Annotated and make substitute and additional provisions on the same subjects by passing Charter Ordinance No. 27 on May 28, 2002 which provided that:

The Governing Body of the City of Pittsburg, Kansas shall not fix a rate of levy in any one year on each dollar of assessed tangible valuation of the city for any of the following named purposes in excess of the following named rates:

Library – 6.00 mills

and

WHEREAS, the City of Pittsburg, Kansas wishes to repeal Charter Ordinance No. 27.

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

Section 1. The City of Pittsburg, Kansas hereby repeals Charter Ordinance No. 27.

Section 2. The Governing Body of the City of Pittsburg, Kansas shall not fix a rate of levy in any one year on each dollar of assessed tangible valuation of the city for the following named purpose in excess of the following rate:

Library - 8.00 mills.

Section 3. This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

Section 4. This Charter Ordinance shall take effect sixty (60) days after final publication unless a sufficient petition for a referendum is filed and the referendum held on the Ordinance as provided in Article 12, Section 5 of the Constitution of the State of Kansas, in which case this Charter Ordinance shall not take effect or become effective unless approved by a majority of the electors voting thereof.

PASSED by the Governing Body, not less than two-third (2/3) of the members-elect voting in favor thereof, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor – Monica Murnan

ATTEST:

\_\_\_\_\_  
City Clerk - Tammy Nagel



Richard Renner entertains a crowd of over 300 during a Fizz, Boom, Read special event.

The Pittsburg Public Library provided **100 programs** for kids, teens, and adults during the eight week Summer Reading Program.



Kendra shows off the book bag she received for participating in the adult summer reading program.



Library puppet plays are a great way to tell a story to a big crowd.



The library offers five story times each week during the summer with over 100 people at each one.

**9,597 people** attended a summer program at the library.



Science + Art: Painting a Fibonacci spiral at one of our twice weekly summer programs for 7-11 year olds.

## Special Thanks

To the groups and organizations that provide continued support to the library:

- Citizens of Pittsburg
- City of Pittsburg
- Friends of the Pittsburg Public Library
- Pittsburg Public Library Foundation

## 2014 Grants

- Community Foundation of Southeast Kansas
- Cox Communication
- Pritchett Trust
- Southeast Kansas Library System



Teens testing out an invention by Da Vinci (because who doesn't like to hurl water balloons from a giant catapult!)

## Patron Comments

"My family loves this library! So many great programs and resources for kids. Good job guys!!!"

Goldie McClellan Prelogar

"This is fun! An opportunity to get together with friends and family to learn."

Cathy Feagan  
Comment on iCraft Program

"Thank you! Enjoyed this program, sharing time with my friends and showing them our wonderful Pittsburg Public Library!"

Judy Williams Mattson  
Comment on  
Coffee & Carols program

We love story time!!!!

Candice Duran Shepherd



PPL Celebrates Paint the Town Re(a) Day

## The Year in Review

2014 passed in a whirlwind of activity at the Pittsburg Public Library. From tea parties to tax season, to summer reading programs to our Ella Buchanan reception—it was another busy, exciting year.

Library staff spent much of the year preparing and training for the migration to a new library computer system, which took place in October.

It has been nearly 20 years since our last system change, so you can imagine what a momentous undertaking this was. Despite the additional work, library staff still managed to carry on with business as usual. I would like to thank the staff for their perseverance in implementing the new system. I also wish to thank our patrons for their patience during the transition.

The library is very fortunate to have the support of so many wonderful library patrons. Our goal is to continually strive to offer quality programs, collections, and services to this community.

*Bev Clarkson*

Pittsburg Public Library Director

## By the Numbers Library Services in 2014

Library visits	120,373
Total circulation	183,978
Circulation of adult materials	88,561
Circulation of youth materials	95,417
Public computer uses	32,287
Reference transactions	16,833
Attendance at programs	24,462
Number of programs offered	591
Hours per week library is open	64
Registered card holders	16,035
Wireless Users	25,555
Website Visits	10,115
Facebook and Twitter Followers	2,057
Outside Groups in Meeting Rooms	263

## Pittsburg Public Library Board of Trustees

- Beth Geiger President
- Babs Tims Treasurer
- Astrid Zagorski Secretary
- Jamie Brooksher Member
- Gil Cooper Member
- Brad Hodson Member
- Mark Kolarik Member



# Library Collections:

*Print, digital, and so much more...*

The Pittsburg Public Library now offers both print and digital collections to our patrons. In 2014, the library:

- Added over 3000 new items to our collections.
- Began providing free Zinio digital magazines.
- Relocated and expanded our DVD collection.
- Expanded our eBook collection by 45%.
- Migrated to a new and improved library computer system to better serve our patrons.
- Circulated 9 items for every man, woman, and child in Pittsburg.



**Try Zinio—  
Our free digital  
magazine  
service!**



Helen, CarolAnn, Janet, Mary, and Bev explore their alter egos during the *Wizard of Oz* Day at the Library.

"We sure did enjoy all the decorations, costumes and treats! You guys rock!"

**Jennifer Gomez**  
Wizard of Oz Day



Harpist Tammy Willcox entertains the audience during a *Downton Abbey* inspired tea.

A delightful tea. Tea and poetry read by an Englishman and the beautiful harp. Thank you to all who made this tea party possible.

**Linda Frihart**

"I am so impressed with the services and the creativity of your library. Always such neat ideas. I love the *Blind Date with a Book* and especially the *Downton Abbey* tea party. Great job!"

**Holly Viets**

## Ella Buchanan Returns to PPL

Ella Buchanan was the first librarian at the Pittsburg Public Library. In 1908, she left the library to pursue her dream of becoming an artist. She attended, and went on to teach, at the famed Chicago Art Institute.

Buchanan forged a path for women in many ways. Her artwork became a symbol for the Woman's Suffrage Movement of the early 20th century. She went on to Hollywood and made her mark in the early motion picture industry.

Ella Buchanan became a world-renowned artist with artwork featured in shows and galleries around the globe.

In 2014, Ella Buchanan made her triumphant return to the Pittsburg Public Library. Through the generosity of the Buchanan family and the Friends of the Pittsburg Public Library, the library acquired an original Buchanan sculpture, entitled *Genius*.

The Buchanan collection now includes the sculpture, an original oil painting of Ella Buchanan by St. Louis artist William Neukomm, and a scrapbook illustrating Buchanan's life through photographs, letters, postcards, and more.

We invite you to visit the Pittsburg Public Library to learn more about the Buchanan legacy.



# Computers & Tech @ the Library

Technology continues to be a core service of the Pittsburg Public Library. The internet has become the main source for information, job opportunities, and more. Unfortunately, not everyone in our community has the access they need. In 2014, the library worked to provide access to everyone in our community in a variety of ways:

- 32,287 adults, teens, and children used a library computer.
- 25,550 individuals accessed free Wi-Fi at the library.
- Over 2,000 free resumes were printed for job seekers.
- 42 computer classes were offered at the library, including searching the internet, Microsoft Windows and Office, plus tablets, mobile devices, and ereaders.
- The library facilitated a series of TechSpace workshops to provide hands-on instruction in a variety of computer applications.



Many retired seniors enjoy the relaxed learning atmosphere of our computer classes.

**The library  
partnered with  
AARP volunteers  
to provide free  
tax assistance to  
over 700 individuals.**

## Fun, Free, and Educational Programs *For all ages*

The Pittsburg Public Library offered 591 free programs to community members of all ages in 2014. From author visits to a zoo program, there was something for everyone.

Our MakerSpaces programs, which include iCrafts, MovieMakers, Lego BuilderSpaces, and TechSpaces continued to be very popular.

We also debuted many special events in 2014:

- *Downton Abbey* Tea Party.
- *Wizard of Oz* Day @ the library.
- *Heroes of Olympus* book release party.
- Cheryl Harness author program.
- A regional mysteries program featuring author Max McCoy.



Author Cheryl Harness signs a book for a young fan.

**Thank You to the Friends of the  
Pittsburg Public Library for  
donating over \$10,000 for programs  
through book sale proceeds.**

**24,462**  
community members  
attended a library program  
in 2014.

**Library program attendance  
has increased by  
269%  
since 2002.**



## Programs and Services

- AARP Tax Assistance
- Art in the Library
- Author Programs
- Author Alerts Service
- Book Discussion Programs
- Children's Story Times
- Computer Classes
- Downton Abbey Tea Party
- Ella Buchanan Reception
- Free eBooks
- Friends of the Library
- Book Release Parties
- Book Sales
- Genealogy Resources
- Holiday Music Program
- iCraft Programs
- Interlibrary Loan
- Juggler Program
- Kansas Reads Program
- Knitting Circle
- Lego BuilderSpaces
- Mango Language Program
- Magic Shows
- MovieMakers Programs
- Public Meeting Rooms
- Puppet Shows
- Reading Programs for kids, teens, and adults
- Research Databases
- Scrabble Club
- Second Grade Tours
- 7-11 Programs
- 6 by 6 Area for kids
- Summer Reading Party
- Talking Heads Group
- Teen Writing Contest
- TechSpace Programs
- Valentine Tea Party
- Wizard of Oz Day
- Young Adult Art Show
- Young Adult Programs
- Zinio Digital Magazines
- Zoo Outreach Program



## Interoffice Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Jamie Clarkson, Director of Finance

**DATE:** February 17, 2015

**SUBJECT:** Renewal of City Property and Liability Insurance Policy

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Staff recommends the approval of the City of Pittsburg's property and liability insurance with the EMC Insurance Company. The agent of record is Ryan Insurance, Pittsburg, Kansas. The policy will be in effect from April 1, 2015 to April 1, 2016.

The 2015 EMC premium cost is \$299,820 compared to \$278,544 for 2014. This is an increase of 7.64%. Of the increase in premium, 2.85% can be primarily attributed to the addition of Kiddieland, the new fire truck, the new street sweeper, the new Police Data Center computer equipment, and the new slope mower.

Ray Ryan of Ryan insurance will be present to answer questions.

Thank you for your consideration.

cc: Tammy Nagel, City Clerk



**PREMIUM COMPARISONS**

<b>COVERAGE</b>	<b>Expiring</b>	<b>Renewal</b>	<b>Renewal w/changes</b>
<b>PROPERTY</b>	\$153,367.00	\$154,233.00	<b>\$154,483.00</b> <i>Kiddie Land</i>
<b>BUSINESS AUTO</b>	\$ 41,229.00	\$ 46,980.00	<b>\$ 52,890.00</b> <i>New Firetruck, New Street sweeper 11 vehicles</i>
<b>GENERAL LIABILITY</b>	\$ 31,536.00	\$ 36,189.00	\$ 36,189.00
<b>CRIME</b>	\$ 928.00	\$ 928.00	\$ 959.00
<b>INLAND MARINE</b>	\$ 24,791.00	\$ 25,902.00	<b>\$ 27,657.00</b> <i>New Slope mower, Computer system, 4 pieces of equipment</i>
<b>LINEBACKER</b>	\$ 11,367.00	\$ 12,545.00	\$ 12,545.00
<b>LAW ENFORCEMENT</b>	\$ 14,107.00	\$ 14,107.00	\$ 14,107.00
<b>DATA COMPROMISE</b>	<u>\$ 1,219.00</u>	<u>\$ 990.00</u>	<u>\$ 990.00</u>
<b>TOTAL</b>	<b>\$278,544.00</b>	<b>\$291,874.00</b>	<b>\$299,820.00</b>



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** February 17, 2015

**SUBJECT:** Agenda Item – February 24, 2015  
Amendment No. 3 to Loan Agreement for Low Interest Loan  
Water Treatment Plant Improvements  
KPWSLF Project No. 2489

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The Kansas Department of Health and Environment has provided the City with Amendment No. 3 to the Loan Agreement for the Kansas Public Water Supply Loan Fund (KPWSLF) loan to the City of Pittsburg for improvements to the Water Treatment Plant. This Amendment decreases the amount of the loan from \$8,737,424 to \$8,529,996.89. Since the amendment decreases the loan amount, a new ordinance, meeting minutes, and attorney opinion letter will not be necessary.

In accordance with the stipulations of the loan agreement, KDHE has provided for a principal forgiveness for this loan in the amount of \$2,357,440 (or 32% of the construction contract amount), which was posted to the amortization schedule on January 21, 2015.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 24, 2015. Action necessary will be approval or disapproval of the Loan Amendment and, if approved, authorize the Mayor to sign the amendment on behalf of the City of Pittsburg.

If there are any other questions concerning this matter, please do not hesitate to contact me.

Attachment: Amendment No. 3

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THIRD AMENDMENT TO THE  
LOAN AGREEMENT

BETWEEN

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT  
ACTING ON BEHALF OF  
THE STATE OF KANSAS

AND

PITTSBURG, KANSAS  
KPWSLF PROJECT NO. 2489

ORIGINAL LOAN AGREEMENT  
EFFECTIVE AS OF AUGUST 13, 2008

AMENDMENT NO. 3  
EFFECTIVE AS OF FEBRUARY 6, 2015

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Third Amendment to  
the Loan Agreement between the  
Kansas Department of Health and Environment  
Acting on Behalf of the State of Kansas  
and Pittsburg, Kansas  
Effective as of February 6, 2015

WHEREAS, the City of Pittsburg, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of August 13, 2008, (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the City of Pittsburg, KPWSLF Project No. 2489; and

WHEREAS, the Municipality hereby determines that it is necessary to amend certain sections and exhibits to the Loan Agreement, and

WHEREAS, this Third Amendment to the Loan Agreement is entered into and effective as of February 6, 2015;

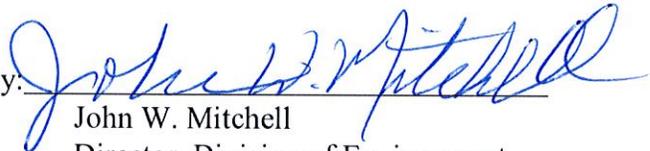
SECTION 1. Section 2.01 and Exhibit B2 of the LOAN AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND PITTSBURG, KANSAS is hereby amended to read as set forth on the pages attached hereto.

SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the City of Pittsburg have caused this Third Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of February 6, 2015.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By:   
John W. Mitchell  
Director, Division of Environment

Date: 2-10-2015

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name  
Mayor  
City of Pittsburg

(Seal)

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Third Amendment  
Effective as of February 6, 2015

## ARTICLE II

### LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, KDHE will loan an amount not to exceed ~~\$8,737,424~~ \$8,529,996.89 to the Municipality to pay the costs of the Project described in Exhibit A hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (Exhibit B hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. An amendment to Exhibit B must be accomplished by an Amendment to the Loan Agreement executed by all parties.

KANSAS PUBLIC WATER SUPPLY LOAN FUND

Actual Draws - Actual Interest Rate  
Amortization of Loan Costs - FINAL

Prepared for:  
City of Pittsburg, Project No. 2489

Project Principal: 8,500,629.77  
Interest During Const.: 7,285.48  
Service Fee During Const.: 756.65  
Loan Origination Fee: 21,324.99  
Loan Reserve Account: 0.00  
Financial Integrity Assurance Contract: 0.00  
Gross Loan Costs: 8,529,996.89  
Principal Forgiven: 2,357,440.00  
Amortization Amount: 6,172,556.89  
  
1st Payment Date: 2/1/2011  
Number of Payments: 40

2/5/2015  
Gross Rate: 3.72%  
Service Fee Rate: 0.35%  
Loan Interest Rate: 3.37%

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Principal Forgiveness	Service Fee	Total Payment	Ending Balance
1	2/1/2011	8,529,996.89	19,482.73	227,784.26		2,023.43	249,290.42	8,302,212.63
2	8/1/2011	8,302,212.63	58,647.09	184,552.39		6,090.94	249,290.42	8,117,660.24
3	2/1/2012	8,117,660.24	94,608.28	144,856.36		9,825.78	249,290.42	7,972,803.88
4	8/1/2012	7,972,803.88	111,973.74	125,687.36		11,629.32	249,290.42	7,847,116.52
5	2/1/2013	7,847,116.52	125,613.56	110,630.95		13,045.91	249,290.42	7,736,485.57
6	8/1/2013	7,736,485.57	127,607.88	108,429.50		13,253.04	249,290.42	7,628,056.07
7	2/1/2014	7,628,056.07	125,780.84	110,446.29		13,063.29	249,290.42	7,517,609.78
8	8/1/2014	7,517,609.78	124,733.28	111,602.65		12,954.49	249,290.42	7,406,007.13
	1/21/2015	7,406,007.13			2,357,440.00			5,048,567.13
9	2/1/2015	5,048,567.13	122,852.77	113,678.46		12,759.19	249,290.42	4,934,888.67
10	8/1/2015	4,934,888.67	81,053.74	121,337.69		8,418.04	210,809.47	4,813,550.98
11	2/1/2016	4,813,550.98	81,108.33	121,277.43		8,423.71	210,809.47	4,692,273.55
12	8/1/2016	4,692,273.55	79,064.81	123,533.18		8,211.48	210,809.47	4,568,740.37
13	2/1/2017	4,568,740.37	76,983.28	125,830.89		7,995.30	210,809.47	4,442,909.48
14	8/1/2017	4,442,909.48	74,863.02	128,171.36		7,775.09	210,809.47	4,314,738.12
15	2/1/2018	4,314,738.12	72,703.34	130,555.34		7,550.79	210,809.47	4,184,182.78
16	8/1/2018	4,184,182.78	70,503.48	132,983.67		7,322.32	210,809.47	4,051,199.11
17	2/1/2019	4,051,199.11	68,262.71	135,457.16		7,089.60	210,809.47	3,915,741.95
18	8/1/2019	3,915,741.95	65,980.25	137,976.67		6,852.55	210,809.47	3,777,765.28
19	2/1/2020	3,777,765.28	63,655.34	140,543.04		6,611.09	210,809.47	3,637,222.24
20	8/1/2020	3,637,222.24	61,287.19	143,157.14		6,365.14	210,809.47	3,494,065.10
21	2/1/2021	3,494,065.10	58,875.00	145,819.86		6,114.61	210,809.47	3,348,245.24
22	8/1/2021	3,348,245.24	56,417.93	148,532.11		5,859.43	210,809.47	3,199,713.13
23	2/1/2022	3,199,713.13	53,915.17	151,294.80		5,599.50	210,809.47	3,048,418.33
24	8/1/2022	3,048,418.33	51,365.85	154,108.89		5,334.73	210,809.47	2,894,309.44
25	2/1/2023	2,894,309.44	48,769.11	156,975.32		5,065.04	210,809.47	2,737,334.12
26	8/1/2023	2,737,334.12	46,124.08	159,895.06		4,790.33	210,809.47	2,577,439.06
27	2/1/2024	2,577,439.06	43,429.85	162,869.10		4,510.52	210,809.47	2,414,569.96
28	8/1/2024	2,414,569.96	40,685.50	165,898.47		4,225.50	210,809.47	2,248,671.49
29	2/1/2025	2,248,671.49	37,890.11	168,984.18		3,935.18	210,809.47	2,079,687.31
30	8/1/2025	2,079,687.31	35,042.73	172,127.29		3,639.45	210,809.47	1,907,560.02
31	2/1/2026	1,907,560.02	32,142.39	175,328.85		3,338.23	210,809.47	1,732,231.17
32	8/1/2026	1,732,231.17	29,188.10	178,589.97		3,031.40	210,809.47	1,553,641.20
33	2/1/2027	1,553,641.20	26,178.85	181,911.75		2,718.87	210,809.47	1,371,729.45
34	8/1/2027	1,371,729.45	23,113.64	185,295.30		2,400.53	210,809.47	1,186,434.15
35	2/1/2028	1,186,434.15	19,991.42	188,741.79		2,076.26	210,809.47	997,692.36
36	8/1/2028	997,692.36	16,811.12	192,252.39		1,745.96	210,809.47	805,439.97
37	2/1/2029	805,439.97	13,571.66	195,828.29		1,409.52	210,809.47	609,611.68
38	8/1/2029	609,611.68	10,271.96	199,470.69		1,066.82	210,809.47	410,140.99
39	2/1/2030	410,140.99	6,910.88	203,180.84		717.75	210,809.47	206,960.15
40	8/1/2030	206,960.15	3,487.28	206,960.15		362.04	210,809.47	0.00
		Totals	2,360,948.29	6,172,556.89	2,357,440.00	245,202.17	8,778,707.35	