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REQUEST TO VACATE - The City of Pittsburg advertised for Public Hearing, on Tuesday, March 10, 2015, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of vacating a portion of the unimproved east/west alley located in the 100 Block of East Quincy described as: Beginning at the Southwest Corner of Lot 9; thence East 95 feet to the Southeast Corner of Lot 9; thence South 20 feet; thence West 105 feet; thence North 20 feet to the point of beginning, all located in Block 2 of the Broadway Park Addition to the City of Pittsburg, Crawford County, Kansas.

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REQUEST TO REZONE - The Planning and Zoning Commission, in its meeting of February 23, 2015, voted 5-4 to recommend to the Governing Body approval of a request submitted by Robert Kunshek on behalf of Lightning Investments to rezone 318 West 18th Street from R-1C Single Family Residential to CP-2 Planned General Commercial to allow for the future construction of a storage building adjacent to the owner's existing property.

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REQUEST TO REZONE - The Planning and Zoning Commission, in its meeting of February 23, 2015, voted unanimously to recommend Governing Body approval of a request submitted by Small-Arrow Engineering on behalf of Summerscape LLC to rezone 2601 Springdale from RP-3 Planned Medium Density Residential to RP-4 Planned Apartment House District to allow for the future construction of a micro-efficiency apartment building.

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| Summerscape LLC Rezoning Request Memo | 76 |
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REPLAT OF RIDDLE WOODS ADDITION - The Planning and Zoning Commission, in its meeting of February 23, 2015, voted unanimously to recommend to the Governing Body approval of the Replat of Riddle Woods Addition located near the 500 Block of South Smelter.

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SILVERCREEK MEDICAL REIMBURSEMENT SOLUTIONS EXPANSION PROJECT - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to allocate \$30,000 from the Revolving Loan Fund to assist Silvercreek Medical Reimbursement Solutions with the infrastructure improvements needed for the company to relocate to 2400 North Broadway, with the allocation to be structured as a loan, with forgiveness if Silvercreek Medical Reimbursement Solutions creates five new jobs in the next two years and ten total new jobs within five years.

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LA QUINTA INN INFRASTRUCTURE ENHANCEMENT -
 Consider the recommendation of the Economic Development
 Advisory Committee (EDAC) to allocate up to \$100,000 from the
 Revolving Loan Fund to fund sewer improvements and half of
 the sidewalk improvements for the La Quinta Inn to be
 constructed at the corner of Centennial and Broadway.

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QUINCY STREET IMPROVEMENTS - The Kansas Department
 of Transportation has recommended award of a contract for the
 Quincy Street Improvements Project (KDOT Project No. 19 U-
 2287-01) to Amino Brothers Company, Inc., of Kansas City,
 Kansas, for their low bid of \$1,815,052.32.

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Director of Finance Jamie Clarkson will provide the bi-monthly
 budget report for period ending February 28, 2015.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 10, 2015
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation
- b. Flag Salute Led by the Mayor
- c. Public Input
 - Paul Zagorski will be present to propose a Sister City Agreement between the City of Pittsburg and Encarnacion, Paraguay.

CONSENT AGENDA:

- a. Approval of the February 24, 2015, City Commission Meeting minutes.
- b. Approval of Economic Development Advisory Committee's (EDAC) recommendation to forgive the 2015 loan payment in the amount of \$6,666.66 owed by the Downtown Pittsburg Housing Partners, L.P., as they have met the requirements for forgiveness set forth in their loan agreement with the City and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.
- c. Approval of Agreement No. 006143052 between the South Kansas and Oklahoma Railroad Company, the City of Pittsburg, Crawford County, Kansas, and the Secretary of Transportation of the State of Kansas to provide for the installation of railway-highway crossing signals, flashing light cantilever type and gates at a grade crossing (DOT #672628X) on Joplin Street between Jefferson Street and Adams Street with the project being funded 100% by KDOT, approval of a Resolution authorizing the Mayor and City Clerk to execute the agreement, and authorization for the Mayor and City Clerk to sign both documents on behalf of the City.
- d. Approval of Ordinance No. G-1220, amending Section 78-116 of the Pittsburg City Code to prohibit parking on both sides of East and West 20th Street from a point 356 feet east of the east right-of-way line of Broadway Street west to the U.S. 69 Bypass, on first and only reading.
- e. Approval of the Second Amended and Restated Restrictive Covenants and Conditions for the Pittsburg Research and Development Park Addition and, if approved, authorize the Mayor and City Clerk to sign the document on behalf of the City of Pittsburg.
- f. Approval of the request submitted by the Board of Trustees of the Pittsburg Public Library to use \$7,821.75 from the library annuity fund to replace the fire alarm panel at the Pittsburg Public Library.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 10, 2015
5:30 PM

- g. Approval of the application submitted by Nilesh Nayee for a 2015 Cereal Malt Beverage License for the Gorilla Express located at 2401 South Rouse and, if approved, authorize the City Clerk to issue the license.
- h. Approval of the Appropriation Ordinance for the period ending March 10, 2015, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

PUBLIC HEARING:

- a. **REQUEST TO VACATE** - The City of Pittsburg advertised for Public Hearing, on Tuesday, March 10, 2015, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of vacating a portion of the unimproved east/west alley located in the 100 Block of East Quincy described as: Beginning at the Southwest Corner of Lot 9; thence East 95 feet to the Southeast Corner of Lot 9; thence South 20 feet; thence West 105 feet; thence North 20 feet to the point of beginning, all located in Block 2 of the Broadway Park Addition to the City of Pittsburg, Crawford County, Kansas. **Approve or disapprove request and, if approved, direct the City Attorney to prepare the necessary Order.**

CONSIDER THE FOLLOWING:

- a. **REQUEST TO REZONE** - The Planning and Zoning Commission, in its meeting of February 23, 2015, voted 5-4 to recommend to the Governing Body approval of a request submitted by Robert Kunshek on behalf of Lightening Investments to rezone 318 West 18th Street from R-1C Single Family Residential to CP-2 Planned General Commercial to allow for the future construction of a storage building adjacent to the owner's existing property. **Approve or disapprove recommendation. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a 2/3 majority, may override the recommendation or may return the recommendation to the Planning and Zoning Commission for further consideration. A return of the recommendation must be accompanied with a statement specifying the basis for the Governing Body's returning the recommendation.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 10, 2015
5:30 PM

- b. REQUEST TO REZONE - The Planning and Zoning Commission, in its meeting of February 23, 2015, voted unanimously to recommend Governing Body approval of a request submitted by Small-Arrow Engineering on behalf of Summerscape LLC to rezone 2601 Springdale from RP-3 Planned Medium Density Residential to RP-4 Planned Apartment House District to allow for the future construction of a micro-efficiency apartment building. **Approve or disapprove recommendation. (If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a 2/3 majority, may override the recommendation or may return the recommendation to the Planning and Zoning Commission for further consideration. A return of the recommendation must be accompanied with a statement specifying the basis for the Governing Body's returning the recommendation.)**

- c. REPLAT OF RIDDLE WOODS ADDITION - The Planning and Zoning Commission, in its meeting of February 23, 2015, voted unanimously to recommend to the Governing Body approval of the Replat of Riddle Woods Addition located near the 500 Block of South Smelter. **Approve or disapprove plat and, if approved, authorize the Mayor and City Clerk to sign the plat on behalf of the City of Pittsburg.**

- d. SILVERCREEK MEDICAL REIMBURSEMENT SOLUTIONS EXPANSION PROJECT - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to allocate \$30,000 from the Revolving Loan Fund to assist Silvercreek Medical Reimbursement Solutions with the infrastructure improvements needed for the company to relocate to 2400 North Broadway, with the allocation to be structured as a loan, with forgiveness if Silvercreek Medical Reimbursement Solutions creates five new jobs in the next two years and ten total new jobs within five years. **Approve or disapprove the recommendation of the Economic Development Advisory Committee and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

- e. LA QUINTA INN INFRASTRUCTURE ENHANCEMENT - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to allocate up to \$100,000 from the Revolving Loan Fund to fund sewer improvements and half of the sidewalk improvements for the La Quinta Inn to be constructed at the corner of Centennial and Broadway. **Approve or disapprove the recommendation of the Economic Development Advisory Committee and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, March 10, 2015
5:30 PM

- f. QUINCY STREET IMPROVEMENTS - The Kansas Department of Transportation has recommended award of a contract for the Quincy Street Improvements Project (KDOT Project No. 19 U-2287-01) to Amino Brothers Company, Inc., of Kansas City, Kansas, for their low bid of \$1,815,052.32. **Approve or disapprove KDOT's recommendation to award the bid and, if approved, authorize the Mayor to execute the "Authority to Award Contract and Commitment of City Funds" pledging the City's share of \$688,000.**

NON-AGENDA REPORTS & REQUESTS:

- a. Director of Finance Jamie Clarkson will provide the bi-monthly budget report for period ending February 28, 2015.

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 24th, 2015

A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, February 24th, 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: John Ketterman and Chuck Munsell. Commissioner Michael Gray participated by phone and Commissioner Patrick O'Bryan was absent.

Mayor Murnan led the flag salute.

APPROVAL OF MINUTES – FEBRUARY 10th, 2015 - On motion of Ketterman, seconded by Munsell, the Governing Body approved the February 10th, 2015, City Commission Meeting minutes as submitted. Motion carried. Absent: O'Bryan.

ORDINANCE NO. G-1218 – On motion of Ketterman, seconded by Munsell, the Governing Body approved 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, Kansas, on first and only reading. Motion carried. Absent: O'Bryan.

ORDINANCE NO. G-1219 – On motion of Ketterman, seconded by Munsell, the Governing Body approved 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, on first and only reading. Motion carried. Absent: O'Bryan.

APPOINTMENT TO BOARD OF ZONING APPEALS – On motion of Ketterman, seconded by Munsell, the Governing Body appointed 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. Motion carried. Absent: O'Bryan.

FINAL PAYMENT – WATER TREATMENT PLANT GENERATOR PROJECT – On motion of Ketterman, seconded by Munsell, the Governing Body approved 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. Motion carried. Absent: O'Bryan.

DANCE HALL LICENSE – PARROTT BEY – On motion of Ketterman, seconded by Munsell, the Governing Body approved the application submitted by Brent Castagno for a Dance Hall License at Parrott Bey located at 408 North Locust and authorized the City Clerk to issue the license. Motion carried. Absent: O'Bryan.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 24th, 2015

COMMUNITY DEVELOPMENT BLOCK GRANT – On motion of Ketterman, seconded by Munsell, the Governing Body approved 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 authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried. Absent: O'Bryan.

AQUATIC CENTER SANDBLASTING AND PAINTING PROJECT – On motion of Ketterman, seconded by Munsell, the Governing Body approved 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. Motion carried. Absent: O'Bryan.

APPROPRIATION ORDINANCE – On motion of Ketterman, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending February 24th, 2015, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Gray, Ketterman, Munsell, and Murnan. Motion carried. Absent: O'Bryan.

REQUEST FOR MILL LEVY CAP INCREASE - PITTSBURG PUBLIC LIBRARY – On motion of Ketterman, seconded by Munsell, the Governing Body approved the request of the Pittsburg Public Library Board of Trustees to increase in the mill levy cap from 6.0 mills to 8.0 mills, and adopted Charter Ordinance No. 29 repealing Charter Ordinance No. 27, and providing substitute and additional provisions on the same subjects, and authorized the Mayor to sign the Charter Ordinance on behalf of the City. Motion carried. Absent: O'Bryan.

PROPERTY AND LIABILITY INSURANCE RENEWAL – On motion of Ketterman, seconded by Gray, the Governing Body approved 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, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried. Absent: O'Bryan.

KPWSLF NO. 2489 - WATER TREATMENT PLANT IMPROVEMENTS – On motion of Munsell, seconded by Ketterman, the Governing Body approved 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, and authorized the Mayor to sign the Amendment on behalf of the City of Pittsburg. Motion carried. Absent: O'Bryan.

Mayor Murnan thanked Director of Public Utilities John Bailey for his leadership through the Water Treatment Plant Improvements Project.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 24th, 2015

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

The Governing Body recessed into Executive Session at 5:42 p.m.

The Governing Body reconvened into Regular Session at 6:04 p.m.

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

LAND EXCHANGE – On motion of Gray, seconded by Ketterman, the Governing Body approved staff request to exchange acreage owned by The City of Pittsburg for acreage owned by Pittsburg State University and authorized the Mayor to sign the appropriate documents on behalf of the City, pending final approval by the Kansas State Legislature. Motion carried. Absent: O'Bryan.

NON-AGENDA REPORTS AND REQUESTS:

RESOLUTION NO. 1168 - On motion of Ketterman, seconded by Gray, the Governing Body adopted Resolution No. 1168, declaring the eligibility of the City of Pittsburg to submit an application to the Sunflower Foundation for use of funds set forth by their Request for Proposals (RFP #15-102) for a trail project in the City of Pittsburg and authorizing the Mayor to sign the application. Motion carried. Absent: O'Bryan.

ADJOURNMENT: On motion of Munsell, seconded by Ketterman, the Governing Body adjourned the meeting at 6:07 p.m. Motion carried. Absent: O'Bryan.

Monica Murnan, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: March 4, 2015

SUBJECT: March 10, 2015 Agenda Item
Besse Hotel loan forgiveness

On December 29, 2009, the City of Pittsburg entered into a \$200,000 forgivable loan agreement with Downtown Pittsburg Housing Partners, L.P. to help facilitate the acquisition and renovation of the Besse Hotel at 121 East Fourth Street. In return, Downtown Pittsburg Housing Partners, L.P. agreed to the following annual benchmark required at the end of each year through 2040 in order to qualify for loan forgiveness:

*Employment of at least one full-time equivalent employee

The Economic Development Advisory Committee (EDAC) has verified that Downtown Pittsburg Housing Partners, L.P. has met and exceeded these expectations via a quarterly wage reported submitted by the company. Further, the EDAC has recommended that this year's loan payment of \$6,666.66 be forgiven.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 10, 2015. Action being requested is the approval or denial of the loan forgiveness recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: March 2, 2015

SUBJECT: Agenda Item – March 10, 2015
South Kansas and Oklahoma Railroad Company Crossing Signals
and Gates Crossing Surface on Joplin Street Between Jefferson
Street and Adams Street
KDOT Project No. 19 X-2851-01; HSIP-X285 (101)

KDOT has prepared and submitted to the City for approval a three-party agreement between the South Kansas and Oklahoma Railroad Company, the City of Pittsburg, Crawford County, Kansas and the Secretary of Transportation to provide for the installation of railway-highway crossing signals, flashing light cantilever type and gates at a grade crossing on Joplin Street between Jefferson Street and Adams Street. The total cost of the project will be funded 100% by KDOT. A resolution authorizing the Mayor and City Clerk to execute the agreement on behalf of the City has also been provided.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 10th, 2015. Action necessary will be approval or disapproval of the agreement and Resolution and, if approved, authorize the Mayor and City Clerk to execute the documents on behalf of the City.

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

Attachment: Agreement and Resolution

**A RESOLUTION RELATING TO STATE AID
FOR THE CONSTRUCTION AND MAINTENANCE OF
RAILWAY-HIGHWAY CROSSING SIGNALS**

Be it Resolved by the Governing Body of the City of Pittsburg, Kansas:

That the Mayor and City Clerk are authorized and directed to execute for and on behalf of the City of Pittsburg, Kansas, Agreement No. 006143052 between the South Kansas and Oklahoma Railroad Company, the City of Pittsburg, Crawford County, Kansas and the Secretary of Transportation of the State of Kansas authority to act for the City, and in its place and stead, to obtain benefits for the City the benefits of Federal and State Aid and obtain the benefits of such legislation for the City on the terms and conditions set forth in such agreement as may be prepared and approved by the Secretary of Transportation and requesting and authorizing the Secretary of Transportation for the State of Kansas to undertake and complete the work for the construction and maintenance of railway-highway crossing signals on Joplin Street in the City known as Project No. 19 X-2851-01; HSIP-X285(101).

Passed by the City Commission this 10th day of March, 2015.

MAYOR – Monica Murnan

ATTEST:

CITY CLERK – Tammy Nagel

(SEAL)

"CITY'S ORIGINAL"

Agmt. No. 006143052

A G R E E M E N T

South Kansas and Oklahoma
Railroad Company
Crossing Signals and Gates
Crossing Surface

Project No. 19 X-2851-01
HSIP-X285(101)
Crawford County, Kansas

Agreement between the South Kansas and Oklahoma Railroad Company, the City of Pittsburg, Crawford County, Kansas and the Secretary of Transportation of the State of Kansas, relative to the construction and maintenance of Highway Crossing Signals under Section 130, United States Code 23.

* * * * *

This agreement, made and entered into this _____ day of _____, _____, by and between the South Kansas and Oklahoma Railroad Company, hereinafter referred to as the "Company", the City of Pittsburg, Crawford County, Kansas hereinafter referred to as the "City", and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary".

WITNESSETH:

WHEREAS, the Secretary proposes to submit to the Federal Highway Administration of the United States Department of Transportation a project providing for the installation of railway-highway crossing signals, flashing light cantilever type and gates at a grade crossing (DOT #672628X) on Joplin Street in the City of Pittsburg, Crawford County, Kansas, said project to be known and designated as Project No. 19 X-2851-01; HSIP-X285(101) and more particularly described as follows:

at the intersection of Joplin Street and the Company's tracks approximately 1800 feet north and 1300 feet east of the Southwest Corner of Section 29, Township 30 South, Range 25 East, in the City of Pittsburg, Crawford County, Kansas,

and will recommend its approval for construction under Section 130, United States Code 23 and amendments thereto, and

WHEREAS, the locations for the warning devices were determined by a diagnostic team consisting of representatives of the Company, the City, and the Secretary, and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and subject to the approval of the Federal Highway Administration, it is hereby agreed by the parties hereto:

1. The total cost of the project will be funded one-hundred percent (100%) using Federal Section 130 Funds,

(except as noted in paragraph number 6), including preliminary engineering, construction, sales tax, users tax and such other items as are properly chargeable to the project under Section 130, United States Code 23 and amendments thereto.

2. The City will install and maintain the advance warning signs.

3. The Company will provide the Secretary with a copy of the bill of materials and the detailed estimate of the cost of the project. The estimate to be attached to and become a part of this agreement.

4. After being notified by the Secretary that the project has been approved and that work may begin, the Company will notify the Secretary's Area Engineer at Pittsburg, Kansas, at least one week in advance of the date that work on the project is to be started, and should withdrawal from the project become necessary for any reason, the Company will each time notify the Secretary's Area Engineer of the date that work on the project is to be resumed.

5. The Company, for the account of the Secretary, will purchase concrete crossing surface panels, cross-ties, and rail for the crossing.

6. The Company, at its own expense, agrees to remove the existing crossing surface, provide and place ballast, install crossties, rail and the new concrete crossing surface. The Company will also place temporary traffic control in accordance with the MUTCD.

7. The Company will remove the existing signals and install the new cantilever signals and gates on Joplin Street approaches and straight post signals and gates on the Adams Street approaches and make all connections necessary for their successful operation, and do all incidental and appurtenant work in accordance with the project and the "Manual on Uniform Traffic Control Devices". The Company will furnish all of the material and do all of the work with its own forces, or the work may be done by a contractor paid under a contract let by the Company in compliance with the provisions of 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I. Said Title 23 Code of Federal Regulations (23 C. F. R.) is by reference made a part of this agreement. If this work is to be done by a contractor paid under a contract let by the Company, prior written approval shall be obtained from the Secretary. The estimated schedule by the Company for the completion of the work for this project is one year from the date of this agreement.

8. This Agreement is subject to and the Company agrees to comply with 23 U.S.C. 313 ("Buy America") and 23 C.F.R 635.410 ("Buy America requirements") which require that all iron and steel permanently incorporated in the Company's facilities that are constructed under this Agreement shall have been manufactured, produced, and processed in the United States. Manufacturing processes include any process which modifies the chemical content, the physical size or shape, or the final finish of the iron or

steel. These processes include initial melting, mixing, rolling, machining, extruding, bending, grinding, drilling, and coatings applied to iron or steel (including epoxy coatings, galvanizing, painting, and any other coating that protects or enhances the value of the iron or steel used). Companies providing iron or steel or performing any manufacturing processes on the iron or steel shall include a "Buy America" statement on test reports and material certifications submitted to the Company. The "Buy America" statement shall identify the source of the iron or steel and the location(s) of the manufacturing processes. The statement shall certify that the company issuing the test report or material certification complies with all provisions of the Buy America Act. Buy America requirements do not apply to temporary items (Example: temporary sheet piling, steel scaffolding, and falsework) on the contract, even if these items are left in place with the Engineer's approval. The Company will include the test results and material certifications with its billing to the Secretary.

9. The Company will keep detailed and accurate records of all labor, materials, supplies, incidentals and all other necessary costs involved in carrying out the work performed by the Company under the terms of this agreement, and will give access to such records at any time during regular office hours to any authorized representative of the Secretary or of the Federal Highway Administration, for a period of three years from the date final payment has been received by the Company.

10. Preparation of preliminary estimates, procurements, performance of work, expenditures, billing and reimbursement shall all be done in accordance with 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I.

11. To reimburse the Company within thirty (30) calendar days after receipt of the undisputed portion of any invoice for cost incurred for work done by the Company in accordance with the provisions of this Agreement except amounts retained from each billing and payment of the final billing pursuant to paragraph 12.

12. The Company will submit to the Secretary's Area Engineer a final and complete billing of the incurred costs within one year after the completion of the work, and the Secretary will pay an amount equal to ninety-five percent (95%) of the total amount of each billing for this project pending final audit. Upon completion of final audit, the Secretary will reimburse the Company for the total amount of the final billing found eligible for payment under federal auditing standards, cost principles and regulations. The Company will reimburse the Secretary for one hundred percent (100%) of the amount of all items in the Company's bill which are found to be ineligible for payment under federal auditing standards, cost principles and regulations.

13. The Company shall have title to the signals and gates and at its own cost and expense will maintain the signals and gates and will make ample provision each year for such maintenance, provided, however, the Company shall be entitled to receive any contribution toward the cost of such maintenance as may be now, or hereafter made available by reason of any law, ordinance, regulation, order, grant or by other means or sources.

14. The parties hereto do hereby agree that the "Special Attachment No. 1" herewith, pertaining to the implementation of Title VI of the Civil Rights Act of 1964, is hereby made a part of this agreement.

15. The Company does agree that the "Special Attachment No. 2" herewith, pertaining to lobbying, is hereby made a part of this agreement.

16. It is further understood that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the City, Company and the Secretary and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their proper offices on the day and year first herein written.

MICHAEL S. KING
SECRETARY OF TRANSPORTATION

BY: _____

SCOTT W. KING, P.E., CHIEF
BUREAU OF ROAD DESIGN

SOUTH KANSAS AND OKLAHOMA
RAILROAD COMPANY

BY: Anthony Go

TITLE: UP Engineering

ATTEST:

THE CITY OF PITTSBURG

CITY CLERK

PRESIDENT OF GOVERNING BODY

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN
MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27,

(Revised 07-29-1999)

hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) **Disadvantaged Business Obligation**

- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, 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 Federal 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 Federal 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.

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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

PROPOSAL

C.D.L. ELECTRIC COMPANY, INC.
 Commercial and Industrial Wiring, Traffic and Railroad
 Signal Installations & Maintenance
 201 N Joplin, Pittsburg KS, 66762

PH. (620) 231-6420

FAX (620) 231-6421

| | | |
|--|--|-------------------|
| PROPOSAL SUBMITTED TO: South Kansas & Oklahoma Railroad | PHONE : (316) 261-6161 | DATE: 5-1-2014 |
| STREET: 123 N. Depot Street | JOB NAME: Joplin Street (672 628 X) | |
| CITY, STATE and ZIP CODE: Cherryvale, KS 67335 | JOB LOCATION: Pittsburg, KS | |
| CONTACT: Anthony Cox - WATCO | JOB NUMBER: RRP-292 | |

RE: KS DOT Project: 19 X-2851-01

We hereby submit specifications and estimates for:

RRP-292, Joplin St., Pittsburg, KS (672 628 X)

A new railroad/highway grade crossing warning signal system will be designed and installed specifically for the location listed above. It will include a new pre-wired grade crossing control shelter with prediction type circuitry and flashing light/gate signals as well as cantilever assemblies.

Signals for this location will include four each automatic flashing light / gate assemblies and two 24' cantilever structures with 12" LED light units. Bells and signs will be provided as required. Underground signal cable, foundations, and grounding components will be included as well. New conduits will be required and furnished under the road and track. The existing AC meter service will be updated for this new signal system. Guardrail for signal assemblies has not been included in this proposal. After the installation of the proposed signal system is complete, dress stone and grass seed will be placed, as needed, to properly finish the installation.

Commercial AC power (220V) must be readily available within 75' of the control shelter location. Any additional cost(s) associated with labor or material(s) to get 220-volt commercial power to the proposed AC meter service location is not included in this proposal and will be the responsibility of others at their expense.

Any overhead or underground utilities that may interfere with the installation or proper operation of the proposed signal system must be relocated at the expense of others. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) required to relocate utilities at this location.

If concrete, asphalt or any other type of roadway/walkway material must be removed for the proper installation and operation of the proposed signal system, then additional charges may apply. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) to replace concrete, asphalt or any other type of roadway/walkway material removed during the installation process of the proposed signal material.

The price breakdown is as follows:

| | |
|------------------------|---------------------|
| Signal Material: | \$216,140.00 |
| Labor w/ Expenses: | \$ 51,757.00 |
| Equipment: | <u>\$ 18,900.00</u> |
| Total Sell Price | \$286,797.00 |
| Sales Tax 8.55% (Est.) | \$ 25,525.00 |
| Grand Total w/ Tax | <u>\$312,322.00</u> |

PROPOSAL

RRP-292, Joplin St., Pittsburg, KS (672 628 X) - continued

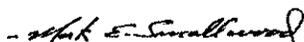
We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Three Hundred Twelve Thousand, Three Hundred Twenty-Two Dollars and 00/100 (\$312,322.00)

Please Note the following:

- (1) Proposed Prices are valid for Sixty (60) days from the date of this Proposal. Beyond sixty days, prices are subject to change.
- (2) Terms: Net Due 30 Days from Invoice Date
- (3) This proposal may be withdrawn by us if not accepted within sixty (60) days.

Authorized Signature:



Mark E. Smallwood
mark.smallwood@cdl-electric.com

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal — the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____

PROPOSAL

RRP-292, Joplin St., Pittsburg, KS (672 628 X) - continued

| <u>ITEM DESCRIPTION</u> | <u>QTY.</u> | <u>U/M</u> |
|--|-------------|------------|
| CONTROL SHELTER, ALUM., W/ FNDS, FAN, AC ITEMS & ACCESSORIES | 1 | EA |
| RELAY, 500 OHM VITAL PLUG-IN TYPE | 2 | EA |
| PLUGBOARD KIT FOR VITAL RELAY | 2 | EA |
| E-POST KIT FOR VITAL RELAY | 2 | EA |
| BATTERY MONITOR, DUAL | 1 | EA |
| WRENCH, PLUG-IN RELAY TYPE | 1 | EA |
| WRENCH, AAR TERMINAL TYPE | 1 | EA |
| ARRESTER | 72 | EA |
| EQUALIZER | 5 | EA |
| LAMP RESISTOR PANEL, LRP | 2 | EA |
| XP4, PREDICTOR | 1 | EA |
| MDSA-1X, MOTION DETECTOR SURGE ARRESTER | 1 | EA |
| SHUNT, NBS-1 | 2 | EA |
| XLC, CROSSING LOGIC CONTROLLER | 3 | EA |
| VLG, VITAL LOGIC GATE | 2 | EA |
| PLUGBOARD, XLC & VLG | 5 | EA |
| DIODE, STEERING FOR GATE TIP LIGHT | 4 | EA |
| TRANSFORMER, POWER OFF LIGHTING | 1 | EA |
| RELAY, MCKR (NON VITAL) MAINTAINER CALL/P.O. LIGHTS, w/ BASE | 1 | EA |
| POWER-OFF LIGHTS | 2 | EA |
| STICKER, LOCATION/CONTACT INFORMATION | 1 | EA |
| CHARGER, BATTERY 12/20, 20 AMP | 1 | EA |
| CHARGER, BATTERY 12/40, 40 AMP | 1 | EA |
| BATTERY, 264 A.H., EXIDE | 6 | CL |
| BATTERY, 450(+) A.H., EXIDE | 7 | CL |
| SHOP WIRING HDW., WIRE, TERM. EYES, TAGS, ETC. | 1 | LT |
| SERVICES, SHOP WIRING & TESTING SERVICES | 1 | LT |
| CANTILEVER ASSEMBLY, 24' w/WIRE HARNESS, SIGNS, HDW. | 2 | EA |
| GATE ASSY., JCT. BOX, MAST, MECH., SIGN, CWTS. & 12" 2W LEDS | 2 | EA |
| GATE ASSY., JCT. BOX, MAST, MECH., SIGN, CWTS. & 12" 1W LEDS | 2 | EA |
| LIGHT UNIT, 12" 2-WAY LED, WITH HOODS AND 24" BG | 2 | EA |
| LIGHT UNIT, 12" 1-WAY LED, WITH HOODS AND 24" BG | 4 | EA |
| BELL, ELECTRONIC 12V TYPE FOR 4" 5/8" MTG. | 2 | EA |
| GATE ARM, HI STRIPING, RED/WHITE ALTERNATING, (ADJ) | 4 | EA |
| GATE KEEPER, SWING AWAY GATE ARM SAVING DEVICE | 4 | EA |
| LIGHT KIT FOR GATE ARM 4" LED TYPE | 4 | EA |
| FOUNDATION FORM, POUR-IN-PLACE | 2 | EA |
| FOUNDATION, GALV. STEEL FOR GATE ASSEMBLIES | 4 | EA |
| WIRE, #10 AWG T.C. BLUE FOR WIRING SIGNALS | 1 | LT |
| CABLE, U.G. SIGNAL 7 COND. NO. 9 AWG SOLID | 1 | LT |
| CABLE, U.G. SIGNAL 5 COND. NO. 6 AWG SOLID | 1 | LT |
| TRACK WIRE NO. 6 TW. PR. DUPLEX | 1 | LT |
| CABLE, U.G. AC 3 COND. NO. 6 AWG SOLID (MIN.) | 1 | LT |
| BOND STRAND, S8 (3/16") TINNED SIGNAL STRAND W/ 4/64" BLACK INS. | 1 | LT |
| GROUND ROD, COPPER, 5/8" DIAMETER, 8' LENGTH - POINTED | 4 | EA |
| LOCK, 1-1/2" SHACKLE | 11 | EA |
| MISC. MATERIAL FOR FIELD INSTALLATION | 1 | LT |
| ENGINEERING SERVICES / CIRCUIT PLANS / AS-IN-SERVICE PLANS | 1 | LT |

LONE STAR RAILROAD CONTRACTORS, INC.
Railroad Track and Bridge Construction
Maintenance—Consulting—Demolition

February 5, 2015

Bid # OK1214

Mr. John Ostrander
Watco Companies, LLC
156 4th Avenue South
Twin Falls, ID 73301
Email: jostrander@watcocompanies.com

Dear Sir:

Lone Star Railroad Contractors, Inc. proposes to furnish all materials, equipment, labor, tools, supervision, insurance and taxes to perform the following work on 1st street in Cherryvale, Kansas as follows:

1. Perform all traffic control for full road closures.
2. Remove two 40' and one 32' existing crossings including crossing surface, rail, OTM, crossties, and ballast.
3. Construct track back through each one of these crossing limits using #1 relay welded 115# rail and OTM, new track spikes, new 7"x9"x10' treated hardwood crossties, and surface using new clean crushed ballast.
4. Install new 6"x8"x8'6" treated hardwood crossties in the approaches to each of these crossings.
5. Install new HMAC for vehicular approaches to these crossings.

Cost of Equipment, Labor and Traffic Control.....\$ 55,966.00.

Cost of Material.....\$ 48,511.00.

Mr. John Ostrander
Watco Companies, LLC
Bid # OK1214
February 5, 2015
Page 2

Material Recap:

| | |
|------------------------------------|--------------|
| 5.99 NT Rail 115# | \$ 5,691.00 |
| 30 each 6"x8"x8'6" crossties | \$ 1,200.00 |
| 280 each relay tie plates | \$ 3,080.00 |
| 7 kegs of spikes | \$ 560.00 |
| 280 each rail anchors | \$ 560.00 |
| 75 NT of ballast | \$ 2,400.00 |
| 70 each 7"x9"x10' crossties | \$ 5,950.00 |
| 50 NT of HMAC | \$ 3,750.00 |
| 10 each welds | \$ 1,800.00 |
| 112 TF concrete panels | \$ 23,520.00 |

Total cost of the above work is \$ 104,477.00.

Alternate

Deduct if others perform traffic control for full road closure \$ (4,350.00).

Prices quoted are based on straight-time, non-union labor, and are good for 15 days. After 15 days from date of bid, prices are subject to change.

Terms for payment are net 30 days. If not paid within 30 days, interest on the unpaid balance will accrue at the maximum rate allowed by law.

For information regarding financial status, please contact Ms. Cathie Morales, Prosperity Bank, Ennis, Texas, (972) 875-8461.

We appreciate the opportunity to submit this proposal, and look forward to working with you.

Sincerely,

James Henderson

James Henderson
Area Manager
james@lonestarr.net

JH/jw

This proposal accepted on _____ day of _____ 2015.

By: _____

P.O. Box 1150, Ennis, Texas 75120 * (972)878-9500 * Fax (972)878-9503

(Published in The Morning Sun on _____, 2015)

ORDINANCE NO. G-1220

AN ORDINANCE amending Section 78-116 of the Pittsburg City Code to prohibit parking on both sides of East and West 20th Street from a point 356 feet east of the east right-of-way line of Broadway Street west to the U.S. 69 Bypass.

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

Section 1. Section 78-116 of the Pittsburg City Code is amended to read as follows:

Sec. 78-116. No parking zone.

Except when necessary to momentarily avoid conflict with other traffic or in compliance with the direction of a police officer, it shall be unlawful for the driver of a vehicle to stop, stand or park any vehicle on:

Alleys

West side of alley lying between North Broadway Street and North Pine Street from 14th to 15th.

Abby Lane

The west and south side of Abby Lane, an "L" shaped street, from Amber Drive to the west line of lot 20, Amber Meadows subdivision.

Amber Drive

The north side of Amber Drive from Rouse Avenue west to the west line of lot 9, Amber Meadows subdivision.

Broadway

Both sides of South Broadway from Kansas Avenue to Centennial Drive.
Both sides of North Broadway Street from 20th Street to the north city limits.

Cedar Crest Circle

The west side of Cedar Crest Circle from Cedar Crest Drive south, including the west half of the cul-de-sac, Cedar Crest Estates.

Cedar Crest Drive

The southern and west side of Cedar Crest Drive from Rouse Avenue east and south to the south line of lot 17, Cedar Crest Estates.

Cedar Lane

South side of Cedar Lane from 144 feet west of the intersection of Cedar Lane and Woodgate Terrace to 156 feet east of the intersection of Cedar Lane and Woodgate Terrace.

Centennial Drive

Both sides of Centennial Drive from South Broadway to Rouse.

College Avenue

On the west side of South College Avenue between Forest Avenue and Martin Avenue.

College Street

The west side of College Street from its intersection with Jefferson Street to its intersection with Adams Street, during school days from 7:30 a.m. to 4:30 p.m.

East Park Street

On the south side of East Park Street from its intersection with the east edge of South Smelter Street east to the end of East Park Street.

Elm Street

West side of Elm Street between Lindburg and Ford.

West side of Elm Street from 14th to 15th.

East side of South Elm between East Washington and East Park.

East side of Elm Street between 13th Street and 14th Street.

East side of Elm Street from Ford Avenue to Hudson Street.

English Street

East side of English Street from its intersection with Ford Avenue south to its intersection with Union Street.

Fairview Street

East side of North Fairview Street between 9th and 10th Streets.

Ford Circle

Both sides of Ford Circle.

Ford Avenue

On both sides of Ford Avenue from Rouse to Broadway.

Forest Street

South side of Forest Street from Broadway to Walnut.

Grand Oaks Court

Both sides of Grand Oaks Court from Grand Oaks Drive north, including the cul-de-sac, Grand Oaks Estates 2nd Addition.

Grand Oaks Drive

Both sides of Grand Oaks Drive from Rouse Avenue west and north, including the cul-de-sac, Grand Oaks Estates Replat and Grand Oaks Estates 2nd Addition.

Hobson Drive

On both sides of Hobson Drive from its intersection with the south curb of Ford Avenue south a distance of 155 feet.

Homer Street

East side of Homer Street from Ford Street to Quincy Street.

West side of Homer Street from Twin Lakes Drive to Ford Street.

Both sides of the 1000 block of South Homer from its intersection with the 500 block of East Monroe south to its intersection with the 600 block of East Monroe.

West side of Homer Street from the pedestrian crosswalk at the intersection of Homer and Normal south 130 feet to the entrance of the parent drop off to George Nettels Elementary School.

Industrial Street

West side of Industrial Street from 13th Street to 14th Street.

Jefferson Avenue

On both sides of Jefferson Avenue a distance of 100 feet west from the west line of Broadway, and a distance of 100 feet east from the east line of Broadway.

On the south side of Jefferson between South Walnut Street and South Olive Street.

Joplin Street

Both sides of South Joplin from Lindburg Street to Centennial Drive.

East side of Joplin, commencing 100 feet south of the intersection of East Carlton and South Joplin, then north to the south line of the intersection of East Belleville and South Joplin.

Both sides of Joplin Street from 4th Street to Park Avenue.

West side of North Joplin Street from 4th Street to 20th Street.

Both sides of North Joplin from 20th Street to Atkinson Avenue.

J.F. Kennedy Street

On the west side of J.F. Kennedy Street from Ford Street to Hudson Street.

Lincoln Park

On the north side of the road extending from the east end of the parking lot adjacent to Jim Kelly ball diamond to Memorial Drive.

On the south side of ball park access road from the east end of the parking lot adjacent to Jim Kelly ball diamond to Memorial Drive.

Lindburg Street

North side of West Lindburg Street from its intersection with South Walnut Street to the first alley west of South Walnut Street.

Locust Street

West side of South Locust between East Lindburg Street and East Ford Street.

East side of South Locust Street from 2nd Street to Park Avenue.

West side of North Locust Street from its intersection with East 6th Street south to the northern entrance to City Parking Lot No. 7.

Both sides of North Locust Street between East 29th Street and the Wal-Mart parking lot.

West side of South Locust between East Lindburg Street and East Hudson Street.

West side of South Locust from the intersection of Lindburg Street south 180 feet.

Mallory Court

East side of Mallory Court from the intersection of 14th Street south 483 feet including the east half of the cul-de-sac.

Martin Street

South side of West Martin between Olive and College Streets.

Memorial Drive

South side of Memorial Drive (West 12th Street) from U.S. Highway 69 bypass to Georgia Street.

North side of Memorial Drive from Miles Street to the west entrance of the ball park access road.

South side of Memorial Drive from Catalpa Street to the band dome parking lot.

Michigan Street

East side of Michigan Street from 15th Street to 16th Street.

Mill Road

North side from 147 feet west of the intersection of Mill Road and Woodgate Terrace to 157 feet east of the intersection of Mill Road and Woodgate Terrace.

Monroe

On both sides of the 500 block of East Monroe from its intersection with Smelter Street east to its intersection with Homer Street.

South side of Monroe Street from Stilwell Street east to the dead end.

North Highland Street

On both sides of North Highland Street from its intersection with the south curb of East Fourth Street south a distance of 100 feet.

Oak Ridge Circle

Both sides of Oak Ridge Circle.

Oak Ridge Road

South side of Oak Ridge Road from the west side of the intersection of South Tucker Terrace and Oak Ridge Road west to the east side of the intersection of South Tucker Avenue and Oak Ridge Road.

Both sides of Oak Ridge Road from the intersection of Tucker Terrace east 115 feet.

Olive Street

East side of South Olive Street from the intersection of Olive Street and Quincy Street south 165 feet.

West side of South Olive Street from Jefferson Street to Webster Street.

Pine Street

East side of North Pine between 7th and 8th Streets.

Both sides of North Pine Street from 11th Street to 15th Street.

Both sides of Pine Street from the intersection of Quincy Street south 535 feet to a point 200 feet north of Carlton Street.

Quincy Street

On the north side of West Quincy Street from College Street to Catalpa Street.

On the south side of West Quincy Street from Catalpa to the U.S. 69 Highway bypass.

On both sides of West Quincy Street for a distance of 450 feet from the west right-of-way of Broadway.

On both sides of East Quincy Street from the east right-of-way of Broadway to the Rouse Street intersection.

Rouse Street

Rouse Street from 4th Street to Centennial Drive.

On both sides of North Rouse Street from East 4th Street north to north City limits.

Scotty Drive

The east side of Scotty Drive from 31st Street north, including the east half of the cul-de-sac, replat of lots 1, 2, 3, 4, 19, 20 and 21 Radell's Second Addition.

Tanglewood Drive

Both sides of Tanglewood Drive from the north intersection with Rouse Avenue south to the south intersections with Rouse Avenue, first replat of Tanglewoods.

Tucker Avenue

The east side of South Tucker Avenue from the south side of the intersection of Oakridge Road and South Tucker Avenue south a distance of 143 feet.

Tucker Terrace

The west side of South Tucker Terrace from the north side of the intersection of South Tucker Terrace and Oak Ridge Circle to the north side of the intersection of South Tucker Terrace and Oak Ridge Road.

Both sides of South Tucker Terrace from the south side of its intersection with Ford Street south to the north side of the intersection with South Tucker Terrace and Oak Ridge Circle.

West side of South Tucker Terrace from the north side of its intersection with Oak Ridge Circle to the north side of its intersection with Oak Ridge Road.

Victorian Drive

On the west side of Victorian Drive and on the south side of Victorian Drive.

Villa Drive

South side from the west side of the intersection of Villa Drive and Victoria Drive west a distance of 271 feet.

Walnut Street

West side of North Walnut between 3rd Street and 9th Street.

West side of South Walnut for a distance of 30 feet North of South Walnut Street's intersection with West Lindburg Street.

On the east side of South Walnut Street from Jefferson Street to Quincy Street.

Both sides of North Walnut Street from 15th Street to 20th Street.

On both sides of Walnut Street from Kansas Avenue, northwesterly to the fast alley running east and west thereof.

On the west side of Walnut Street from Euclid Avenue south to the east-west alley.

On the west side of Walnut Street from Kansas Avenue south to the first alley running east and west.

On the west side of former Walnut Street from Kansas Avenue north to the east-west alley.

Warren Street

On the west side of North Warren between 3rd Street and 4th Street.

Washington Avenue

On the south side of Washington Avenue beginning at the intersection of College Avenue and Washington Avenue and continuing for a distance of 280 feet to the east end of the Lakeside Elementary School drive-thru island.

South side of East Washington Street from Rouse Street west to the K.C.S. Railroad tracks.

Windsor Circle

On the east side of Windsor Circle and on the south side of Windsor Circle.

Windsor Court

The east side of Windsor Court from Windsor Drive south, including the east half of the cul-de-sac, Balkans' Addition.

Woodgate Terrace

The east side of Woodgate Terrace from the north side of the intersection of Mill Road and Woodgate Terrace north to the south side of the intersection of Cedar Lane and Woodgate Terrace.

1st Street

South side of 1st Street from Broadway Street to Pine Street.

North side of 1st Street from Broadway to Locust.

3rd Street

South side of 3rd Street from Pine Street to Walnut Street.

On both sides of West 3rd Street between North Olive Street and North College Street.

The north side of 3rd Street beginning at the alley lying between North Walnut and Olive Streets thence west to Olive Street.

South side of 3rd Street between Walnut Street west to the north-south alley.

The north side of 3rd Street between Georgia Street and Warren Street.

4th Street

On the outside perimeter of the street designated as 4th Street Circle.

On the north side of East 4th Street for a distance of 150 feet east of such East 4th Street's intersection with North Grand Avenue.

On both sides of East 4th Street between Lapham Street and Water Street.

5th Street

On the north side of east 5th Street from the southwest corner of lot 16, block 13, original town addition to the city east to Joplin Street.

6th Street

The north side of 6th Street between Elm Street and Locust Street.

9th Street

South side of 9th Street from Locust to first alley west of Locust.

10th Street

South side of East 10th Street between Broadway and Locust.

Both sides of East 10th Street between Elm and Locust Streets.

Both sides of West 10th Street between Walnut and Catalpa Streets.

14th Street

South side of East 14th Street from Elm to Grand Streets.

Within 100 feet of the intersection of Broadway and 14th Street on the east side of Broadway or the south side of 14th Street.

18th Street

North side of East 18th Street between Locust Street and Elm Street.

19th Street

North side of West 19th Street between Broadway Avenue and Walnut Street.

North side of East 19th Street between Grand Street and Joplin Street.

20th Street

South side of East 20th Street from Locust Street which extends south of 20th Street to Michigan Street.

On both sides of East and West 20th Street from a point 356 feet east of the east right-of-way line of Broadway Street west to the U.S. 69 Bypass.

22nd Street

On the north side of East 22nd Street from its intersection with the east edge of North Tucker Street to the west curb of North Rouse Street.

23rd Street

South side of West 23rd Street from North Pine (Walnut) Street west to the railroad right-of-way.

Both sides of East 23rd Street from Broadway Street to Michigan Street.

24th Street

Both sides of the 100 Block of West 24th Street.

27th Street

Both sides of 27th Street from the east side of its intersection with Broadway Avenue to the west side of the intersection of 27th Street and Joplin Avenue.

29th Street

On either side of East 29th Street between North Joplin Street and North Broadway Street.

(Code 1975, § 21-1507; Ord. No. G-861, § 1, 10-10-2000; Ord. No. G-874, § 1, 6-12-2001; Ord. No. G-875, § 1, 6-26-2001; Ord. No. G-885, § 1, 8-28-2001; Ord. No. G-904, §§ 1, 2, 7-9-2002; Ord. No. G-908, § 1, 7-23-2002; Ord. No. G-935, § 1, 3-23-2004; Ord. No. G-963, § 1, 1-11-2005; Ord. No. G-967, § 1, 3-22-2005; Ord. No. G-980, § 1, 9-27-2005; Ord. No. G-983, § 1, 12-13-2005; Ord. No. G-986, § 1, 3-14-2006; Ord. No. G-1014, § 1, 1-23-2007; Ord. No. G-1031, § 1, 10-23-2007; Ord. No. G-1048, § 1, 9-9-2008; Ord. No. G-1055, § 1, 12-23-2008; Ord. No. 1058, § 1, 1-27-2009; Ord. No. G-1101, § 1, 10-26-2010, Ord. No G-1144 § 1, 6-14-2011, Ord. G-1162 § 1, 5-8-2012, Ord. No. G-1166 § 1, 7-10-2012, Ord. No. G-1184 § 1, 10-8-2013.)

Section 2. This Ordinance shall take effect upon publication in the official City paper.

PASSED AND APPROVED this 10th day of March, 2015.

Mayor- Monica Murnan

ATTEST:

Tammy Nagel - City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: March 4, 2015

SUBJECT: Agenda Item – March 10, 2015
Restrictive Covenants and Conditions
Pittsburg Research and Development Park Addition

Originally, the adopted restrictive covenants applied to all land in the Pittsburg Research and Development Park Addition. This included the lots in the subdivision that face Centennial Drive, Research Road and one lot that faces Rouse Street where Fire Station #3 is located and the tract of land south of it.

The City has had some interest in the tract of land south of Fire Station #3, but the proposed use would not comply with the allowable uses in the restrictive covenants. City staff had considered amending the restrictive covenants to allow additional uses, but after a discussion with all of the owners of land in the Pittsburg Research and Development Park Addition, it was determined not to pursue that amendment as it would apply to all the properties and would not protect the land value from unwanted uses.

As a compromise, the tract of land that supports Fire Station #3 and the tract of land south of it was removed from the properties covered by the restrictive covenants. Additionally, medical offices were added to the allowable uses which already included research and development facilities and offices used for corporate headquarters of companies. To change the restrictive covenants, it was necessary to obtain signatures from 100% of the property owners, which included Ken and Debbie Brock and the Kansas State Board of Regents on behalf of Pittsburg State University, in addition to the City of Pittsburg.

MEMO TO: DARON HALL
MARCH 4, 2015
PAGE TWO

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 10, 2015. Action necessary will be approval or disapproval of the revised restrictive covenants and, if approved, authorize the Mayor and City Clerk to sign the document on behalf of the City of Pittsburg.

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

Attachment: Restrictive Covenants

**SECOND AMENDED AND
RESTATED RESTRICTIVE COVENANTS AND CONDITIONS
PITTSBURG RESEARCH AND DEVELOPMENT PARK ADDITION**

The City of Pittsburg, Kansas, a municipal corporation, located in Crawford County, Kansas, Ken W. Brock and Debbie L. Brock, husband and wife, Centennial Real Estate, L.L.C. and the Kansas Board of Regents on behalf of Pittsburg State University, a state education institution of Kansas, being the owners of all the property and lots platted as Pittsburg Research and Development Park Addition, amend and restate the Restrictive Covenants and Conditions by excluding Lot 1 less the east Two Hundred Thirty-Six and Sixty-One Tenths (236.61) feet in Block 1 of the Pittsburg Research and Development Park Addition from these Restated Restrictive Covenants and Conditions and make the following covenants and conditions restricting the uses to which the east Two Hundred Thirty-Six and Sixty-One Tenths (236.61) feet of Lot 1 and all of Lots 2, 3, 4 and 5 in Block 1 and Lot 1 in Block 2 of the Pittsburg Research and Development Park Addition, and property may be put and specifies that these covenants and conditions shall be and constitute covenants running with the lands so as to be binding upon all parties and all persons purchasing, transferring or conveying a legal interest therein, to wit:

1. The covenants and conditions contained herein shall run with the land and shall be binding and enforceable for a period of fifty (50) years from the date this instrument is recorded with the Office of the Register of Deeds, Crawford County, Kansas; after which such conditions and covenants shall be automatically extended for two (2) successive periods of twenty-five (25) years each, unless an instrument signed by the then owners of one hundred (100%) percent of the square footage of the Addition has been recorded agreeing to change the covenants and conditions in whole or in part.
2. All the improvements shall comply and not conflict with the health, life, safety, and building codes and the zoning ordinances of the City of Pittsburg, Kansas ("City") as amended and supplemented and in effect at the time.
3. During reasonable hours representatives of the City and/or any state or federal regulatory agency shall have the right to enter upon and inspect the property or lots and all improvements thereon for the purpose of ascertaining whether or not these conditions and covenants have been or are being complied with.
4. No use shall be made of the lots or property which will cause the City to violate applicable federal and state laws, water pollution control permits; the City's pre-treatment and other waste disposal ordinances; storm water discharge permits; and/or future environmental rules and regulations. In the event said lots or property are used in such a way as to cause the City

to violate such permits, assurances, rules or regulations, the person or parties responsible for the same shall hold the City and its agents, employees, servants, and officers, harmless from any and all causes of action, claims, demands, fines, penalties, judgments, damages, costs, expenses, attorney fees, and liability as the result of the use of said lots or property. And, further, defend and indemnify the City against and for any and all causes of action, claims demands, fines penalties, judgments, damages, losses, costs, expenses, and attorney fees alleged to have been caused by or due to such use of the lots or property.

5. Signs shall be limited to permanent signs to identify the Park, signs necessary for traffic directional or informational purposes, those necessary to identify the use or name of the business office or industry and the restaurant may have an advertising sign(s) providing the accumulative area does not exceed 100 square feet. Signs for directional or informational purposes shall not exceed 6 square feet per sign and the top of the sign shall not exceed 6 feet above the finished grade. Signs necessary to identify an establishment shall be of similar design and materials as the building. In no event shall signs be permitted to be placed on roofs of any building or permanent structures. Banners, pennants, spinners and streamers shall not be permitted except such may be allowed for a grand opening or open house for not to exceed 7 consecutive days. Under no circumstances, shall signs or advertising material rotate, gyrate, or blink or move in any animated fashion, be a nuisance, or be unshielded.
6. No buildings other than accessory structures shall be constructed on the property or lots unless the front of the building faces the street. A minimum of fifty (50%) percent of the front of the building shall be covered with decorative building materials such as clay brick, tinted concrete block, textured concrete block, stucco, glass, wood, tinted or textured concrete panels, rock, exposed aggregate panels or similar materials; and a minimum of twenty-five (25%) percent of the side area of any such building facing a street shall be covered with said decorative materials. All decorative building materials shall be compatible with the building colors hereinafter described. A building color guide of light, medium, and dark shades of earth tone, to include off white with shades going to gold and brown, shall be on files with the Building Official. A minimum of ninety (90%) percent of each building outside wall surface shall be restricted to the designated light and medium colors. The remaining ten (10%) percent or less of each building outside wall surface shall be restricted to one of the designated dark colors.
7. The land shall be improved with due regard to topography and drainage, so that the natural beauty of the land and vegetation shall be protected and enhanced and surface drainages properly channeled. All lot or property owners shall provide and maintain property facilities to control

storm water run-off onto adjacent properties and to insure that sediments do not enter the natural drainage system.

8. All on-site utility service lines, including electrical, telephone, cable television or otherwise shall be placed underground and no such wires shall be placed on the exterior of any structure unless the same shall be underground or in a conduit attached to any side of a structure except the front. The only overhead lines allowed shall be along Centennial Drive and Rouse Street or the perimeter boundary of the Pittsburg Research and Development Park Addition. Any transformer or terminal equipment provided within or immediately adjacent to lot shall be visibly screened from view from streets and adjacent properties, with appropriate screening material provided by, maintained by and at the sole cost and expense of the lot owner. Antenna heights, microwave transmitting or receiving towers, or any tower of similar structure shall comply and not conflict with the building codes and the zoning ordinances of the City of Pittsburg.
9. No trash, garbage, ashes, or other refuse, junk, vehicles in disrepair, underbrush, or other unsightly growths or objects shall be maintained or allowed on any lot or property. All fences and improvements shall be kept in a state of repair.
10. No boat, boat trailer, horse trailer, automobile, recreational vehicle, truck or other vehicle, or any part thereof shall be stored or permitted to remain on any property or lot unless the same is stored or placed in a garage or fully-enclosed space, except for temporary storage for a period not to exceed five (5) consecutive days in duration or automobiles, trucks or semi-trailers having current license and registration used on a regular basis by the lot owner.
11. No animals, livestock, or poultry shall be raised, bred, or kept on any lot or property except animals used for bona fide research, and kept within the confines of the building.
12. All equipment and machinery, including but not limited to, electrical and air conditioning units and towers and refuse collection containers placed outside of any improvement shall be concealed by decorative screening materials or landscaping; nor shall any materials, supplies, equipment or machinery be stored on the lots or property except inside a closed improvement or behind decorative screening materials or landscaping so that they are not visible from the neighboring property or a public street. All refuse or outside storage areas shall be located to the rear of the building or to the side of a building, other than street side, at least three-fourths of the way from the front of the building.

13. If all or any portion of an improvement on the lots or property is damaged or destroyed by fires or other casualty, such destruction or damage shall be restored or repaired in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty or a reasonable attractive alternative thereto. Restoration or repairs shall be undertaken within sixty (60) days after the casualty occurs, and shall be completed within one hundred eighty (180) days following the casualty.
14. No well for the production of, or from which there may be produced, oil gas or water shall be drilled or operated on any property or lot; nor shall any machinery, equipment or improvement be placed, operated or maintained no such property in connection with or related to such oil, gas, or water activities.
15. No land or building shall be used for a purpose that creates, or operates in such a manner so as to create a dangerous, injurious, noxious or otherwise objectionable fire, explosive or other hazard; noise or vibration; smoke, dust, dirt, odor or other form of air pollution, electrical or other disturbances; glare; or any substance, condition or element in any amount as to materially affect the surrounding area or premises; or which shall constitute a violation of any law of the United States, the State of Kansas or Crawford County or the City of Pittsburg or any regulation or ordinance promulgated hereafter.
16. No structure shall be created, placed, altered or permitted to remain on any of such lots or property other than a permanent structure designed and used in a manner permitted by the City zoning ordinance(s) applicable to said land.
17. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be built, used or maintained on any lot or property within the Pittsburg Research and Development Park Addition at any time other than during the major remodeling or construction of buildings and other permanent structures on Park property.
18. All buildings or other permanent structures shall be constructed, placed and maintained in conformity with the platted setback lines and City zoning ordinances.
19. The gross lot coverage of buildings shall not exceed thirty (30%) percent of the gross lot area.
20. The height of all buildings or other permanent structures constructed on Park property shall not exceed 40 feet above finished grade.
21. Each lot must comprise at least one acre.

22. Should two or more abutting lots be now or hereafter owned by the same owner or owners, the owner shall be permitted, if allowed by City ordinance, to erect a building across the property line common to such lots and the construction of such building shall not be considered as a violation if the combined lots comply with adopted City ordinances. However, this provision shall not allow construction over a dedicated easement.
23. No two buildings situated on the same lot shall be located closer to one another than a distance of 20 feet; the distance shall be measured perpendicular to the face of said building.
24. Landscaping shall be placed and maintained within those portions of a lot improved by buildings and parking areas. The landscaping shall be in compliance with the landscape provision found in the Planning and Zoning Ordinance as designated for CP-0, CP-1, CP-2 and CP-3 zoning districts. Landscaping shall be designed so as to permit reasonable access to any and all public and private utility lines and easements situated on or adjacent to an owner's lot(s), for installation and repair. Landscaping shall be installed within 180 days of occupancy or completion of the building, whichever occurs first. This completion schedule shall be subject to weather conditions and time of year.
25. Placement of any equipment or machinery such as air conditioning units, heating or exhaust fans on the roof of any building or other permanent structure shall be screened from view.
26. No fence or wall shall be built or maintained in front of any building. Rear yard fencing shall not extend nearer than 15 feet to the front wall line of the building. Chain link fencing shall be permitted only to the rear of the building and along the side or rear of the building if not along the street.
27. Each property owner shall maintain the property in a neat and attractive manner, keeping the premises in good repair. This shall include: (a) prompt removal of all litter, trash, refuse and waste; (b) lawn mowing; (c) tree and shrub pruning; (d) watering; (e) keeping exterior lighting and mechanical facilities in working order; (f) keeping landscape areas alive, free of weeds and attractive; (g) keeping parking areas, driveways and roads in good repair; (h) keeping exterior surfaces in good appearance; (i) maintaining signs, fencing, screening, sidewalks, streets, street lights and all other landscaped areas and unimproved areas; (j) complying with all government health and police requirements; (k) repair of exterior damage to improvements.

During construction, it shall be the responsibility of each lot owner to insure that construction sites area kept free of unsightly accumulation of rubbish and scrap materials, and that construction materials, trailers, shacks and the like area kept in a neat and orderly manner.

28. All present and future vehicle parking shall be constructed and maintained on the lot owner premises. The number of parking spaces to be included in the parking area shall conform to the Code of the City of Pittsburg, Kansas and all other applicable government regulations, including City policies and procedures. All such areas shall be paved with permanent surfacing materials such as asphalt or concrete. No parking area shall be allowed to be constructed within 25 feet from any public street right-of-way line. Parking areas for trucks and vans shall be provided at the rear of the building or at the side of the building within properly screened areas. No on-street parking of any vehicles shall be permitted and parking areas shall be designated so as to insure that no on-street parking will occur.
29. All required screening within any lot in the Park shall be constructed of masonry, wood, or landscaped berms. If wood is used for screening, it must be stained. Any such screening shall also be landscaped with trees and/or shrubs.
30. No loading docks shall be permitted on the front of any build. No loading docks shall be permitted on the side of any building facing the street except where a lot is bound by streets on three or more sides. The loading docks shall be properly screened with the appropriate screening material so as not to be visible from public streets.
31. All exterior light fixtures shall be designed and placed to illuminate structures within the confinement of the lot boundary lines so as to screen the glare and light from adjoining properties.
32. In order to maintain landscaping and architectural compatibility, a primary consideration for the protection of the occupants of the Pittsburg Research and Development Park no building, fence, sign or other structure, landscaping or paving improvements shall be erected, placed or altered on any lot in the Park until the plans and specifications for the same and a site plan showing the location of such building fence, sign or other structure or landscaping or paving improvements shall have been approved in writing as to the quality of workmanship and material, color coordination, conformity and harmony of architectural design with existing structures in the Park, and as to location of the buildings with respect to topography and finished elevations and as to conformity with all other provision of this dilatation by the Planning and Zoning Commission. The plans and specifications to be submitted and approved shall include the following:
 - (a) A topographical plot showing existing contour grades and showing the location of all improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the lot contours is contemplated.

- (b) Exterior elevations
- (c) Exterior materials, colors, textures, and shapes
- (d) Structural design
- (e) Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover
- (f) Parking area and driveway plan
- (g) Screening, including size, location and method
- (h) Utility connections
- (i) Exterior illumination, including location and method
- (j) Signs, including size, shape, color, location and materials

33. The owner of every lot shall be a member of the Research and Development Park Association. The Association shall have one class of voting membership. The members shall be entitled to one vote for each full acre comprising the lot or lots owned. When more than one person holds an interest in any lot, votes for such lot shall be exercised as they among them determine, but in no event shall there be more than one vote per acre.

34. The Research and Development Park Association shall be governed by a Board of Directors initially consisting of three members appointed by the Pittsburgh City Commission and two members elected by the members of the Association and shall serve a two year term. The date of such election every two years shall be set by the Board of Directors. The Board of Directors shall select one of its members as Chairperson.

35. At such time as fifty-one (51%) percent of the acreage comprising the Park's lots has been conveyed to parties other than the City of Pittsburgh, the Board of Directors shall be elected at the next regular annual election as follows:

Three members shall be elected by the members of the Association and two members shall be appointed by the City Commission. At such time as one hundred (100%) percent of the acreage comprising the Park's lots has been converted to parties other than the City, the Association shall elect all five members of the Board of Directors at the next regular annual election.

36. No use shall be allowed on said lots or property except:

- (a) Research and development, including corporate offices and light manufacturing to promote and refine products created during the research and development process. Light manufacturing shall comprise of no more than twenty-five (25%) percent of the building square footage and;

- (b) national, regional or state headquarters of businesses which are involved in trade or commerce and have a minimum of five (5) employees and annual gross revenues of at least \$500,000.00.
 - (c) medical office or clinic providing support services, therapeutic, preventive, or corrective personal treatment services on an out-patient basis by physicians, dentists and other practitioners of the medical or healing arts.
37. The term lot owner includes heirs, devisees, legatees, representatives, successors, lessees, and assigns of said owner. If the lot owner breaches, violates, neglects or fails to comply with any of the conditions or covenants herein, the City may charge said owner with a misdemeanor violation pursuant to the Ordinance referencing these covenants.
38. Should any lien, mortgage or deed of trust with respect to the lots or property be foreclosed, then the title acquired by such foreclosure, and the person or parties who thereby and thereafter become the owner or lessees of the lots or property, shall be subject to and bound by all the conditions and covenants contained in this instrument.
39. It shall be lawful not only for the City but also any other owner of any lot or property within the Park to institute and prosecute proceedings at law or in equity against any person or parties responsible for violating or threatening to violate the conditions and covenants in this instrument. PROVIDED, HOWEVER, this authorization in favor of the City shall in no way interfere with the City's authority to enforce the conditions and covenants and to file charges pursuant to the Ordinance mentioned in paragraph 37.
40. After the date of recording this instrument, every person or other party who now or hereafter owns or acquires any right or interest in or to any portion of the lots or property made subject to this instrument, or in or to any improvements located thereon, is and shall be conclusively deemed to have consented and agreed to every covenant and condition contained herein, whether or not any mention to this instrument is referenced in the document by which such person or party acquired an interest in said property or lots.
41. Each and all of the covenants and conditions contained in this instrument shall be deemed and constructed to be continuing. No waiver of a breach of any of the covenants and conditions contained in this instrument shall be construed to be a waiver of any other breach of the same, or other covenants or conditions or pursue any remedy herein be construed as a waiver of any other condition or covenant.
42. If any covenant or condition contained in this instrument, or any portion of any such covenant or condition, is held by a court of competent jurisdiction

to be invalid or void, such invalidity or voidness shall in no way affect any other covenant or condition contained in this instrument.

43. All notices required or desired to be given pursuant to this instrument shall be in writing, and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes (a) upon City if a copy thereof be mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to City Clerk, City Hall, 201 West 4th Street, Pittsburg, Kansas, 66762; (b) upon lot owner, if a copy thereof be mailed by certified, registered mail, postage prepaid, return receipt requested at the last known address of owner on file with the City Clerk. The City and lot owner may from time to time designate a different notice address within the continental United States by giving notice to the other of the change of address. All notices given by certified or registered mail shall be deemed duly given as of the date they are so mailed.
44. The Park may be advertised as and commonly known by a name other than Pittsburg Research and Development Park Addition.
45. These second Restated Restrictive Covenants and Conditions – Pittsburg Research and Development Park Addition amend, modify, and replace the Restated Restrictive Covenants and Conditions - Pittsburg Research and Development Park Addition adopted by the Governing Body on the 12th day of May, 1998.

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, ON THIS ____ DAY OF _____, 2015

Monica Murnan, Mayor

ATTEST:

Tammy Nagel, City Clerk

STATE OF KANSAS)
)SS.
COUNTY OF CRAWFORD)

BE IT REMEMBERED, that on this ____ day of _____, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Monica Murnan, Mayor of the City of Pittsburg, Kansas, a Municipal corporation duly incorporated and existing under and by virtue of the laws of Kansas, and Tammy Nagel, City Clerk of said City, who are personally known to me to be the same persons who executed as such officers the within instrument of writing on behalf of said City and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

My Commission Expires: _____

Ken Brock
Ken W. Brock

Debbie L. Brock
Debbie L. Brock

STATE OF KANSAS)
)SS.
CRAWFORD COUNTY)

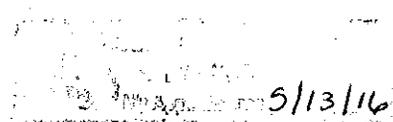
BE IT REMEMBERED, that on this 2nd day of March, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Ken W. Brock and Debbie L. Brock, husband and wife, who are personally known to me to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Marsha Hayden
Notary Public

My Commission Expires: 5/13/16







111 North Broadway
 Pittsburg, KS 66762
 Phone: 620-232-9294/800-232-9298
 Fax: 620-232-9298

PROPOSAL

Customer
 PITTSBURG PUBLIC LIBRARY
 308 NORTH WALNUT (BEV CLARKSON 620-230-8110)
 PITTSBURG, KS 66762 bclarkson@pplonline.org

| | |
|------------------|---------------------|
| PROPOSAL# | 757A |
| DATE | Feb. 24, 2015 |
| DESC | REPLACE FIRE SYSTEM |
| LOC | 308 NORTH WALNUT |
| CONTACT | CRAIG NEWPORT |
| PHONE. | 620-230-9961 |

| | |
|--|------------|
| REPLACE FIRE SYSTEM WITH NEW EQUIPMENT | |
| Labor and material: | \$7,821.75 |
| 1-FIRE PANEL 27-SMOKE DETECTORS 1-HEAT DETECTOR 7-HORN AND STROBES 4-STROBES 7- ADDRESSABLE MODULES 4-ADDRESSABLE RELAYS 1- HIGH CURRENT RELAY 7-PULL STATIONS 1-LABOR ,WIRE MONITORING WILL RUN \$25.00 PER MONTH | |

We propose hereby to furnish material and labor in accordance with these specifications for the sum of: \$7,821.75

Payable as follows:
HALF DUE PRIOR TO ORDERING THE EQUIPMENT; REMAINDER DUE UPON COMPLETION.

Authorized Signature: Craig Newport

Note: This proposal may be withdrawn by us if not accepted within 30 days.

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays are beyond our control. Owner to carry fire, tornado and other necessary insurance. Our worker's are fully covered by Workman's Compensation Insurance.

ACCEPTANCE OF PROPOSAL- The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: Bev Clarkson

Date: 3/3/2015

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|---------------------------|--------|-------------|----------------|----------|----------|--------------|--------------|
| 0175 | REGISTER OF DEEDS | | | | | | | |
| 0175 | REGISTER OF DEEDS | | | | | | | |
| | C-CHECK REGISTER OF DEEDS | VOIDED | V 2/20/2015 | | | 174529 | | 60.00CR |
| | C-CHECK VOID CHECK | | V 3/03/2015 | | | 174572 | | |
| | C-CHECK VOID CHECK | | V 3/03/2015 | | | 174573 | | |

| * * 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: | 3 | VOID DEBITS 0.00 | | |
| | | VOID CREDITS 60.00CR | 60.00CR | 0.00 |

TOTAL ERRORS: 0

| VENDOR SET: 99 BANK: * | TOTALS: | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|------------------------|---------|----|----------------|-----------|--------------|
| | | 3 | 60.00CR | 0.00 | 0.00 |
| BANK: * | TOTALS: | 3 | 60.00CR | 0.00 | 0.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|-------------|----------------|----------|----------|--------------|--------------|
| 4262 | KDHE | R | 2/18/2015 | | | 174525 | | 60.00 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 2/20/2015 | | | 174526 | | 67.34 |
| 2019 | GFOA | R | 2/20/2015 | | | 174527 | | 190.00 |
| 1 | KANSAS SHRINE BOWL | R | 2/20/2015 | | | 174528 | | 100.00 |
| 0175 | REGISTER OF DEEDS | V | 2/20/2015 | | | 174529 | | 60.00 |
| 0175 | REGISTER OF DEEDS | | | | | | | |
| 0175 | REGISTER OF DEEDS | | | | | | | |
| M-CHECK | REGISTER OF DEEDS | VOIDED | V 2/20/2015 | | | 174529 | | 60.00CR |
| 2350 | WASTE CORPORATION OF MISSOURI | R | 2/20/2015 | | | 174530 | | 450.64 |
| 1108 | WESTAR ENERGY | R | 2/20/2015 | | | 174531 | | 4,139.45 |
| 0004 | MATT BACON | R | 2/27/2015 | | | 174538 | | 535.85 |
| 6545 | CENTER POINT INC | R | 2/27/2015 | | | 174539 | | 115.55 |
| 2877 | KDHE - BUREAU OF WATER | R | 2/27/2015 | | | 174540 | | 50.00 |
| 5544 | REBEKAH LYNCH | R | 2/27/2015 | | | 174541 | | 5.50 |
| 7000 | JACOB REAGAN | R | 2/27/2015 | | | 174542 | | 147.00 |
| 0175 | REGISTER OF DEEDS | R | 2/27/2015 | | | 174543 | | 28.00 |
| 5904 | TASC | R | 2/27/2015 | | | 174544 | | 2,177.10 |
| 0349 | UNITED WAY OF CRAWFORD COUNTY | R | 2/27/2015 | | | 174545 | | 107.89 |
| 1108 | WESTAR ENERGY | R | 2/27/2015 | | | 174546 | | 106.29 |
| 5371 | PITTSBURG FAMILY YMCA | R | 2/27/2015 | | | 174547 | | 113.52 |
| 2004 | AIRE-MASTER OF AMERICA, INC. | R | 3/03/2015 | | | 174555 | | 15.91 |
| 7286 | CELLEBRITE USA INC | R | 3/03/2015 | | | 174556 | | 11,084.00 |
| 5759 | COMMUNITY HEALTH CENTER OF SEK | R | 3/03/2015 | | | 174557 | | 53.00 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 2/18/2015 THRU 3/03/2015

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0748 | CONRAD FIRE EQUIPMENT INC | R | 3/03/2015 | | | 174558 | | 1,467.08 |
| 5857 | CREATIVE PRODUCT SOURCING INC | R | 3/03/2015 | | | 174559 | | 468.27 |
| 2019 | GFOA | R | 3/03/2015 | | | 174560 | | 150.00 |
| 6703 | GT DISTRIBUTORS INC | R | 3/03/2015 | | | 174561 | | 39.85 |
| 7299 | INTOXIMETERS, INC | R | 3/03/2015 | | | 174562 | | 60.25 |
| 2877 | KDHE - BUREAU OF WATER | R | 3/03/2015 | | | 174563 | | 20.00 |
| 7300 | LEADERSHIP KANSAS | R | 3/03/2015 | | | 174564 | | 1,500.00 |
| 5403 | MAINLAND VALUATION SERVICES | R | 3/03/2015 | | | 174565 | | 3,000.00 |
| 6536 | POLYDYNE INC | R | 3/03/2015 | | | 174566 | | 3,375.00 |
| 1 | PSU ACCOUNT#241-7000801 | R | 3/03/2015 | | | 174567 | | 647.00 |
| 1 | SKIL RESOURCE CENTER | R | 3/03/2015 | | | 174568 | | 160.00 |
| 0196 | SPRING RIVER MENTAL HEALTH & W | R | 3/03/2015 | | | 174569 | | 25.00 |
| 4841 | THE BOLTON LAW FIRM, LLC | R | 3/03/2015 | | | 174570 | | 458.80 |
| 2350 | WASTE CORPORATION OF MISSOURI | R | 3/03/2015 | | | 174571 | | 799.00 |
| 0026 | STANDARD INSURANCE COMPANY | D | 3/02/2015 | | | 999999 | | 1,232.85 |
| 0044 | CRESTWOOD COUNTRY CLUB | E | 2/25/2015 | | | 999999 | | 250.00 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 2/25/2015 | | | 999999 | | 1,045.06 |
| 0062 | LINDSEY SOFTWARE SYSTEMS, INC. | E | 2/25/2015 | | | 999999 | | 816.00 |
| 0084 | INTERSTATE EXTERMINATOR, INC. | E | 2/25/2015 | | | 999999 | | 335.00 |
| 0087 | FORMS ONE, LLC | E | 2/25/2015 | | | 999999 | | 474.69 |
| 0101 | BUG-A-WAY INC | E | 2/25/2015 | | | 999999 | | 250.00 |
| 0105 | PITTSBURG AUTOMOTIVE INC | E | 2/25/2015 | | | 999999 | | 879.15 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/18/2015 THRU 3/03/2015

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0112 | MARRONES INC | E | 2/25/2015 | | | 999999 | | 116.50 |
| 0117 | THE MORNING SUN | E | 2/25/2015 | | | 999999 | | 74.62 |
| 0128 | VIA CHRISTI HOSPITAL | E | 2/25/2015 | | | 999999 | | 1,050.00 |
| 0129 | PROFESSIONAL ENGINEERING CONSU | E | 2/25/2015 | | | 999999 | | 35,526.10 |
| 0135 | PITTSBURG AREA CHAMBER OF COMM | E | 2/25/2015 | | | 999999 | | 26.00 |
| 0154 | BLUE CROSS & BLUE SHIELD | D | 2/20/2015 | | | 999999 | | 1,036.31 |
| 0154 | BLUE CROSS & BLUE SHIELD | D | 2/27/2015 | | | 999999 | | 1,588.19 |
| 0199 | KIRKLAND WELDING SUPPLIES | E | 2/25/2015 | | | 999999 | | 118.75 |
| 0207 | PEPSI-COLA BOTTLING CO OF PITT | E | 2/25/2015 | | | 999999 | | 43.90 |
| 0286 | R & R PRODUCTS INC | E | 2/25/2015 | | | 999999 | | 169.72 |
| 0289 | TITLEIST | E | 2/25/2015 | | | 999999 | | 1,488.66 |
| 0300 | PITTSBURG FORD-MERCURY, INC. | E | 2/25/2015 | | | 999999 | | 148.88 |
| 0306 | CASTAGNO OIL CO INC | E | 2/25/2015 | | | 999999 | | 245.95 |
| 0317 | KUNSHEK CHAT & COAL CO, INC. | E | 2/25/2015 | | | 999999 | | 4,755.24 |
| 0321 | KP&F | D | 2/27/2015 | | | 999999 | | 42,871.16 |
| 0328 | KANSAS ONE-CALL SYSTEM, INC | E | 2/25/2015 | | | 999999 | | 222.00 |
| 0329 | O'MALLEY IMPLEMENT CO INC | E | 2/25/2015 | | | 999999 | | 200.07 |
| 0335 | CUSTOM AWARDS PLUS INC | E | 2/25/2015 | | | 999999 | | 25.00 |
| 0345 | VICTOR L PHILLIPS CO | E | 2/25/2015 | | | 999999 | | 669.67 |
| 0363 | FISHER SCIENTIFIC CO, LLC | E | 2/25/2015 | | | 999999 | | 287.54 |
| 0375 | CONVENIENT WATER COMPANY | E | 2/25/2015 | | | 999999 | | 50.00 |
| 0525 | 3M | E | 2/25/2015 | | | 999999 | | 285.00 |

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 2/18/2015 THRU 3/03/2015

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0627 | BOETTCHER SUPPLY INC | E | 2/25/2015 | | | 999999 | | 32.00 |
| 0659 | PAYNES INC | E | 2/25/2015 | | | 999999 | | 495.37 |
| 0728 | ICMA | D | 2/27/2015 | | | 999999 | | 928.93 |
| 0746 | CDL ELECTRIC COMPANY INC | E | 2/25/2015 | | | 999999 | | 619.16 |
| 0746 | CDL ELECTRIC COMPANY INC | E | 3/02/2015 | | | 999999 | | 55,320.57 |
| 0785 | REDICO INDUSTRIAL SUPPLY INC | E | 2/25/2015 | | | 999999 | | 211.00 |
| 1033 | BOB DITTMANN AGENCY INC | E | 2/25/2015 | | | 999999 | | 400.00 |
| 1050 | KPERS | D | 2/27/2015 | | | 999999 | | 38,066.24 |
| 1478 | KANSASLAND TIRE OF PITTSBURG | E | 2/25/2015 | | | 999999 | | 348.04 |
| 1490 | ESTHERMAE TALENT | E | 2/25/2015 | | | 999999 | | 25.00 |
| 1680 | FIREHOUSE SOFTWARE | E | 2/25/2015 | | | 999999 | | 1,575.00 |
| 1733 | BOYD METALS OF JOPLIN INC | E | 2/25/2015 | | | 999999 | | 424.29 |
| 2025 | SOUTHERN UNIFORM & EQUIPMENT L | E | 2/25/2015 | | | 999999 | | 880.91 |
| 2027 | COLLEEN BROOKS | E | 2/25/2015 | | | 999999 | | 37.50 |
| 2707 | THE LAWNSCAPE COMPANY, INC. | E | 2/25/2015 | | | 999999 | | 982.50 |
| 2825 | KANSAS DEPT OF ADMINISTRATION | E | 2/25/2015 | | | 999999 | | 635.01 |
| 2960 | PACE ANALYTICAL SERVICES INC | E | 2/25/2015 | | | 999999 | | 938.00 |
| 3079 | COMMERCE BANK | D | 2/27/2015 | | | 999999 | | 39,139.60 |
| 4262 | KDHE | E | 3/02/2015 | | | 999999 | | 311,891.10 |
| 4354 | LIFESTYLE LEASING INC | E | 2/25/2015 | | | 999999 | | 1,200.00 |
| 4390 | SPRINGFIELD JANITOR SUPPLY, IN | E | 2/25/2015 | | | 999999 | | 173.36 |
| 4501 | MICHAEL BICKNEL | E | 2/25/2015 | | | 999999 | | 450.00 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 2/18/2015 THRU 3/03/2015

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 4572 | KANSAS RURAL WATER ASSOCIATION | E | 2/25/2015 | | | 999999 | | 225.00 |
| 5185 | FERGUSON ENTERPRISES INC | E | 2/25/2015 | | | 999999 | | 471.29 |
| 5275 | US LIME COMPANY-ST CLAIR | E | 2/25/2015 | | | 999999 | | 4,135.67 |
| 5340 | COMMERCE BANK TRUST | E | 2/27/2015 | | | 999999 | | 26,209.48 |
| 5552 | NATIONAL SIGN CO INC | E | 2/25/2015 | | | 999999 | | 450.27 |
| 5590 | HD SUPPLY WATERWORKS, LTD. | E | 2/25/2015 | | | 999999 | | 21,829.68 |
| 5904 | TASC | D | 2/27/2015 | | | 999999 | | 7,120.05 |
| 6117 | ALEXANDER OPEN SYSTEMS, INC | E | 2/25/2015 | | | 999999 | | 15,014.37 |
| 6175 | HENRY C MENGHINI | E | 2/25/2015 | | | 999999 | | 594.70 |
| 6193 | JOHNSEN CORROSION ENGINEERING, | E | 2/25/2015 | | | 999999 | | 3,021.00 |
| 6203 | SOUTHWEST PAPER CO INC | E | 2/25/2015 | | | 999999 | | 321.05 |
| 6402 | BEAN'S TOWING & AUTO BODY | E | 2/25/2015 | | | 999999 | | 660.00 |
| 6415 | GREAT WEST TANDEM KPERS 457 | D | 3/02/2015 | | | 999999 | | 3,320.00 |
| 6816 | DEFFENBAUGH OF ARKANSAS LLC | E | 2/25/2015 | | | 999999 | | 26.03 |
| 6952 | ADP INC | D | 2/20/2015 | | | 999999 | | 2,633.49 |
| 6952 | ADP INC | D | 2/26/2015 | | | 999999 | | 2,567.60 |
| 6952 | ADP INC | D | 2/27/2015 | | | 999999 | | 3,406.89 |
| 7143 | ALTAWARE, INC | E | 2/25/2015 | | | 999999 | | 2,868.75 |
| 7202 | APPLIED SPECIALTIES, INC | E | 2/25/2015 | | | 999999 | | 3,252.40 |
| 7240 | JAY HATFIELD CERTIFIED USED CA | E | 2/25/2015 | | | 999999 | | 418.81 |
| 7283 | CORESOURCE, INC | D | 2/26/2015 | | | 999999 | | 29,780.22 |
| 7283 | CORESOURCE, INC | E | 3/02/2015 | | | 999999 | | 34,777.66 |

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 2/18/2015 THRU 3/03/2015

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|----------------------------|--------|------------|----------------|----------|----------|--------------|--------------|
| 7285 | ALLSTATE BENEFITS | D | 3/02/2015 | | | 999999 | | 571.20 |
| 7290 | DELTA DENTAL OF KANSAS INC | D | 2/20/2015 | | | 999999 | | 1,378.00 |
| 7290 | DELTA DENTAL OF KANSAS INC | D | 2/27/2015 | | | 999999 | | 2,268.60 |

| * * T O T A L S * * | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|----|----------------|-----------|--------------|
| REGULAR CHECKS: | 33 | 31,777.29 | 0.00 | 31,717.29 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 16 | 177,909.33 | 0.00 | 177,909.33 |
| EFT: | 61 | 540,471.71 | 3.24CR | 540,468.47 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |

| | | | | |
|--------------|---------------|---------|---------|------|
| VOID CHECKS: | 1 VOID DEBITS | 0.00 | | |
| | VOID CREDITS | 60.00CR | 60.00CR | 0.00 |

TOTAL ERRORS: 0

| VENDOR SET: 99 BANK: 80144 | TOTALS: | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|----------------------------|---------|-----|----------------|-----------|--------------|
| | | 111 | 750,098.33 | 3.24CR | 750,095.09 |
| BANK: 80144 | TOTALS: | 111 | 750,098.33 | 3.24CR | 750,095.09 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 2/18/2015 THRU 3/03/2015

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0181 | INGRAM | E | 3/02/2015 | | | 999999 | | 40.84 |
| 0516 | AMERICAN CONCRETE CO INC | E | 3/02/2015 | | | 999999 | | 454.00 |
| 0627 | BOETTCHER SUPPLY INC | E | 2/23/2015 | | | 999999 | | 96.75 |
| 0823 | TOUCHTON ELECTRIC INC | E | 3/02/2015 | | | 999999 | | 100.00 |
| 0866 | AVFUEL CORPORATION | E | 3/02/2015 | | | 999999 | | 19,416.75 |
| 2161 | RECORDED BOOKS, LLC | E | 3/02/2015 | | | 999999 | | 206.99 |
| 2186 | PRODUCERS COOPERATIVE ASSOCIAT | E | 3/02/2015 | | | 999999 | | 17,165.08 |
| 2526 | SERVICEMASTER OF SE KANSAS | E | 2/23/2015 | | | 999999 | | 6,712.12 |
| 2921 | DP2 BILLING SOLUTIONS, LLC | E | 2/23/2015 | | | 999999 | | 5,044.98 |
| 3248 | AIRGAS USA LLC | E | 2/23/2015 | | | 999999 | | 2,304.80 |
| 5185 | FERGUSON ENTERPRISES INC | E | 2/23/2015 | | | 999999 | | 934.13 |
| 5514 | JOE NOGA | E | 2/23/2015 | | | 999999 | | 5.96 |
| 5590 | HD SUPPLY WATERWORKS, LTD. | E | 2/23/2015 | | | 999999 | | 470.10 |
| 5609 | RON WHITE | E | 3/02/2015 | | | 999999 | | 157.50 |
| 6528 | GALE GROUP/CENGAGE | E | 3/02/2015 | | | 999999 | | 40.28 |
| 6822 | ELIZABETH BRADSHAW | E | 3/02/2015 | | | 999999 | | 356.00 |
| 6995 | SUMMER WARREN | E | 3/02/2015 | | | 999999 | | 160.00 |
| 7028 | MATTHEW L. FRYE | E | 2/23/2015 | | | 999999 | | 400.00 |
| 7029 | ELISABETH GORDON | E | 3/02/2015 | | | 999999 | | 147.00 |
| 7225 | NEW WORLD SYSTEMS CORPORATION | E | 2/23/2015 | | | 999999 | | 179,020.00 |
| 7247 | D.E.M. ENTERPRISES, LLC | E | 3/02/2015 | | | 999999 | | 83,274.00 |
| 7258 | KIM WILSON HOUSING, INC | E | 2/23/2015 | | | 999999 | | 22,736.36 |

VENDOR SET: 99 City of Pittsburg, KS
BANK: EFT MANUAL EFTS
DATE RANGE: 2/18/2015 THRU 3/03/2015

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|------|--------|------------|----------------|----------|----------|--------------|--------------|
|-------------|------|--------|------------|----------------|----------|----------|--------------|--------------|

* * 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: | 22 | 339,243.64 | 0.00 | 339,243.64 |
| 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: EFT TOTALS: | 22 | 339,243.64 | 0.00 | 339,243.64 |
| BANK: EFT TOTALS: | 22 | 339,243.64 | 0.00 | 339,243.64 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 2/18/2015 THRU 3/03/2015

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|---------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 6585 | CLASS HOMES 1 LLC | R | 3/02/2015 | | | 174548 | | 144.00 |
| 6168 | K AND B RENTALS LLC | R | 3/02/2015 | | | 174549 | | 600.00 |
| 1601 | GRAIG MOORE | R | 3/02/2015 | | | 174550 | | 700.00 |
| 1800 | DAN RODABAUGH | R | 3/02/2015 | | | 174551 | | 450.00 |
| 6451 | NAZAR SAMAN | R | 3/02/2015 | | | 174552 | | 409.00 |
| 4897 | JOHN VINARDI | R | 3/02/2015 | | | 174553 | | 571.00 |
| 4636 | WESTAR ENERGY, INC. (HAP) | R | 3/02/2015 | | | 174554 | | 857.00 |
| 0140 | A&M RENTALS | E | 3/03/2015 | | | 999999 | | 225.00 |
| 0234 | KENNETH A THORNTON | E | 3/03/2015 | | | 999999 | | 285.00 |
| 0372 | CONNER REALTY | E | 3/03/2015 | | | 999999 | | 117.00 |
| 0855 | CHARLES HOSMAN | E | 3/03/2015 | | | 999999 | | 22.00 |
| 1008 | BENJAMIN M BEASLEY | E | 3/03/2015 | | | 999999 | | 738.00 |
| 1231 | JOHN LOVELL | E | 3/03/2015 | | | 999999 | | 263.00 |
| 1609 | PHILLIP H O'MALLEY | E | 3/03/2015 | | | 999999 | | 5,050.00 |
| 1638 | VERNON W PEARSON | E | 3/03/2015 | | | 999999 | | 477.00 |
| 1688 | DORA WARE | E | 3/03/2015 | | | 999999 | | 516.00 |
| 1982 | KENNETH STOTTS | E | 3/03/2015 | | | 999999 | | 1,189.00 |
| 1985 | RICK A MOORE | E | 3/03/2015 | | | 999999 | | 273.00 |
| 2304 | DENNIS HELMS | E | 3/03/2015 | | | 999999 | | 417.00 |
| 2542 | CHARLES YOST | E | 3/03/2015 | | | 999999 | | 901.00 |
| 2624 | JAMES ZIMMERMAN | E | 3/03/2015 | | | 999999 | | 1,152.00 |
| 2850 | VENITA STOTTS | E | 3/03/2015 | | | 999999 | | 85.00 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 2/18/2015 THRU 3/03/2015

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 2913 | KENNETH N STOTTS JR | E | 3/03/2015 | | | 999999 | | 332.00 |
| 3067 | STEVE BITNER | E | 3/03/2015 | | | 999999 | | 5,985.00 |
| 3114 | PATRICIA BURLESON | E | 3/03/2015 | | | 999999 | | 769.00 |
| 3142 | COMMUNITY MENTAL HEALTH CENTER | E | 3/03/2015 | | | 999999 | | 756.00 |
| 3193 | WILLIAM CROZIER | E | 3/03/2015 | | | 999999 | | 1,402.00 |
| 3218 | CHERYL L BROOKS | E | 3/03/2015 | | | 999999 | | 467.00 |
| 3241 | CHARLES P SIMPSON | E | 3/03/2015 | | | 999999 | | 731.00 |
| 3272 | DUNCAN HOUSING LLC | E | 3/03/2015 | | | 999999 | | 6,144.00 |
| 3273 | RICHARD F THENIKL | E | 3/03/2015 | | | 999999 | | 1,285.00 |
| 3294 | JOHN R SMITH | E | 3/03/2015 | | | 999999 | | 660.00 |
| 3315 | ELLEN E FORNELLI | E | 3/03/2015 | | | 999999 | | 202.00 |
| 3593 | REMINGTON SQUARE | E | 3/03/2015 | | | 999999 | | 4,350.00 |
| 3668 | MID AMERICA PROPERTIES OF PITT | E | 3/03/2015 | | | 999999 | | 4,473.00 |
| 3708 | GILMORE BROTHERS RENTALS | E | 3/03/2015 | | | 999999 | | 66.00 |
| 3724 | YVONNE L. ZORNES | E | 3/03/2015 | | | 999999 | | 669.00 |
| 3746 | JAROLD BONBRAKE | E | 3/03/2015 | | | 999999 | | 324.00 |
| 4054 | MICHAEL A SMITH | E | 3/03/2015 | | | 999999 | | 1,429.00 |
| 4218 | MEADOWLARK TOWNHOUSES | E | 3/03/2015 | | | 999999 | | 2,080.00 |
| 4308 | KENNETH BATEMAN | E | 3/03/2015 | | | 999999 | | 545.00 |
| 4492 | PITTSBURG SENIORS | E | 3/03/2015 | | | 999999 | | 4,160.00 |
| 4546 | C & M PROPERTIES LLC | E | 3/03/2015 | | | 999999 | | 25.00 |
| 4564 | TERRY L SIMPSON | E | 3/03/2015 | | | 999999 | | 500.00 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 2/18/2015 THRU 3/03/2015

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 4786 | JENNIFER STANLEY | E | 3/03/2015 | | | 999999 | | 500.00 |
| 4928 | PITTSBURG STATE UNIVERSITY | E | 3/03/2015 | | | 999999 | | 710.00 |
| 5039 | VANETA MATHIS | E | 3/03/2015 | | | 999999 | | 279.00 |
| 5393 | CARLOS ANGELES | E | 3/03/2015 | | | 999999 | | 651.00 |
| 5549 | DELBERT BAIR | E | 3/03/2015 | | | 999999 | | 271.00 |
| 5583 | ROBERT L NANKIVELL SR | E | 3/03/2015 | | | 999999 | | 195.00 |
| 5653 | PEGGY HUNT | E | 3/03/2015 | | | 999999 | | 92.00 |
| 5656 | EARL HARTMAN | E | 3/03/2015 | | | 999999 | | 295.00 |
| 5658 | DEANNA J HIGGINS | E | 3/03/2015 | | | 999999 | | 164.00 |
| 5676 | BARBARA TODD | E | 3/03/2015 | | | 999999 | | 39.00 |
| 5817 | JAMA ENTERPRISES LLP | E | 3/03/2015 | | | 999999 | | 243.00 |
| 5822 | JOE FENSKE | E | 3/03/2015 | | | 999999 | | 259.00 |
| 5834 | DENNIS TROUT | E | 3/03/2015 | | | 999999 | | 375.00 |
| 5854 | ANTHONY A SNYDER | E | 3/03/2015 | | | 999999 | | 303.00 |
| 5870 | ANTHONY E SIMONCIC | E | 3/03/2015 | | | 999999 | | 174.00 |
| 5885 | CHARLES T GRAVER | E | 3/03/2015 | | | 999999 | | 500.00 |
| 5896 | HORIZON INVESTMENTS GROUP INC | E | 3/03/2015 | | | 999999 | | 170.00 |
| 5906 | JOHN HINRICHS | E | 3/03/2015 | | | 999999 | | 183.00 |
| 5939 | EDNA RUTH TRENT IRREVOCABLE TR | E | 3/03/2015 | | | 999999 | | 215.00 |
| 5957 | PASTEUR PROPERTIES LLC | E | 3/03/2015 | | | 999999 | | 878.00 |
| 5961 | LARRY VANBECELAERE | E | 3/03/2015 | | | 999999 | | 392.00 |
| 6002 | SALLY THRELFALL | E | 3/03/2015 | | | 999999 | | 358.00 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 2/18/2015 THRU 3/03/2015

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 6032 | TIM J. RIDGWAY | E | 3/03/2015 | | | 999999 | | 1,345.00 |
| 6073 | REBECCA FOSTER | E | 3/03/2015 | | | 999999 | | 910.00 |
| 6108 | TILDEN BURNS, LLC | E | 3/03/2015 | | | 999999 | | 486.00 |
| 6130 | T & K RENTALS LLC | E | 3/03/2015 | | | 999999 | | 2,407.00 |
| 6150 | JAMES L COX | E | 3/03/2015 | | | 999999 | | 299.00 |
| 6161 | MICHAEL J STOTTS | E | 3/03/2015 | | | 999999 | | 150.00 |
| 6172 | ANDREW A WACHTER | E | 3/03/2015 | | | 999999 | | 213.00 |
| 6227 | REGGIE & ANGELA BOLLINGER | E | 3/03/2015 | | | 999999 | | 491.00 |
| 6294 | RONALD E WUERDEMAN | E | 3/03/2015 | | | 999999 | | 295.00 |
| 6295 | DAVID L PETERSON | E | 3/03/2015 | | | 999999 | | 589.00 |
| 6298 | KEVAN L SCHUPBACH | E | 3/03/2015 | | | 999999 | | 7,151.00 |
| 6314 | PARKVIEW HOUSING INC | E | 3/03/2015 | | | 999999 | | 398.00 |
| 6317 | RONALD L EMERSON | E | 3/03/2015 | | | 999999 | | 161.00 |
| 6322 | R JAMES BISHOP | E | 3/03/2015 | | | 999999 | | 505.00 |
| 6380 | WAYNE E THOMPSON | E | 3/03/2015 | | | 999999 | | 570.00 |
| 6391 | DOWNTOWN PITTSBURG HOUSING PAR | E | 3/03/2015 | | | 999999 | | 2,597.00 |
| 6394 | KEVIN HALL | E | 3/03/2015 | | | 999999 | | 1,552.00 |
| 6441 | HEATHER D MASON | E | 3/03/2015 | | | 999999 | | 1,012.00 |
| 6446 | HUTCHINS RENTAL TRUST ACCOUNT | E | 3/03/2015 | | | 999999 | | 210.00 |
| 6507 | MARTHA E MOORE | E | 3/03/2015 | | | 999999 | | 492.00 |
| 6655 | B&H DEVELOPERS, INC | E | 3/03/2015 | | | 999999 | | 1,573.00 |
| 6657 | OZARKS AREA COMMUNITY ACTION C | E | 3/03/2015 | | | 999999 | | 965.34 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 2/18/2015 THRU 3/03/2015

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 6673 | JUDITH A COLLINS | E | 3/03/2015 | | | 999999 | | 491.00 |
| 6753 | REBECCA SPONSEL | E | 3/03/2015 | | | 999999 | | 750.00 |
| 6868 | DAVID SIMPSON (308) | E | 3/03/2015 | | | 999999 | | 222.00 |
| 6886 | DELBERT BAIR | E | 3/03/2015 | | | 999999 | | 560.00 |
| 6905 | JENNIFER M TRISLER | E | 3/03/2015 | | | 999999 | | 213.00 |
| 6916 | STILWELL HERITAGE & EDUCATIONA | E | 3/03/2015 | | | 999999 | | 6,257.00 |
| 6953 | CARL ULEPICH | E | 3/03/2015 | | | 999999 | | 600.00 |
| 6966 | CHARLOTTE BURGESS | E | 3/03/2015 | | | 999999 | | 485.00 |
| 7024 | KIMBERLY GRISSOM | E | 3/03/2015 | | | 999999 | | 618.00 |
| 7027 | CALVIN THOMAS | E | 3/03/2015 | | | 999999 | | 190.00 |
| 7083 | PITTSBURG HEIGHTS, LP | E | 3/03/2015 | | | 999999 | | 4,672.00 |
| 7150 | JOE W JONES | E | 3/03/2015 | | | 999999 | | 673.00 |
| 7215 | KEVIN L. MICHAEL | E | 3/03/2015 | | | 999999 | | 334.00 |
| 7220 | TIMOTHY ADAM | E | 3/03/2015 | | | 999999 | | 570.00 |
| 7222 | MICHAEL WILBER | E | 3/03/2015 | | | 999999 | | 237.00 |
| 7232 | JAMES TODD OR LISA LOVELL | E | 3/03/2015 | | | 999999 | | 177.00 |
| 7235 | GARY & DIAN MURPHY | E | 3/03/2015 | | | 999999 | | 300.00 |
| 7252 | ALAMO AREA COUNCIL OF GOVERNME | E | 3/03/2015 | | | 999999 | | 140.67 |
| 7264 | NORTHWEST GEORGIA HOUSING AUTH | E | 3/03/2015 | | | 999999 | | 342.67 |
| 7292 | DAN & PAMELA TILLEY | E | 3/03/2015 | | | 999999 | | 491.00 |

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 2/18/2015 THRU 3/03/2015

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|------|--------|------------|----------------|----------|----------|--------------|--------------|
|-------------|------|--------|------------|----------------|----------|----------|--------------|--------------|

* * T O T A L S * *

| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|-----------------|-----|-------------------|-----------|--------------|
| REGULAR CHECKS: | 7 | 3,731.00 | 0.00 | 3,731.00 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 0 | 0.00 | 0.00 | 0.00 |
| EFT: | 101 | 99,004.68 | 0.00 | 99,004.68 |
| 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: HAP TOTALS: | 108 | 102,735.68 | 0.00 | 102,735.68 |
| BANK: HAP TOTALS: | 108 | 102,735.68 | 0.00 | 102,735.68 |
| REPORT TOTALS: | 244 | 1,192,017.65 | 3.24CR | 1,192,074.41 |

Passed and approved this 10th day of March, 2015.

Monica Murnan, Mayor

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TROY GRAHAM
Assistant Director of Public Works

DATE: March 4, 2015

SUBJECT: Agenda Item – March 10, 2015
PUBLIC HEARING
Request to Vacate an Alley Located in the 100 Block of East Quincy

The Planning and Zoning Commission, in its meeting of February 23, 2015, considered a request submitted by Roger Heckert to vacate a portion of the unimproved east/west alley located in the 100 Block of East Quincy described as: Beginning at the Southwest Corner of Lot 9; thence East 95 feet to the Southeast Corner of Lot 9; thence South 20 feet; thence West 105 feet; thence North 20 feet to the point of beginning, all located in Block 2 of the Broadway Park Addition to the City of Pittsburg, Crawford County, Kansas (see attached map).

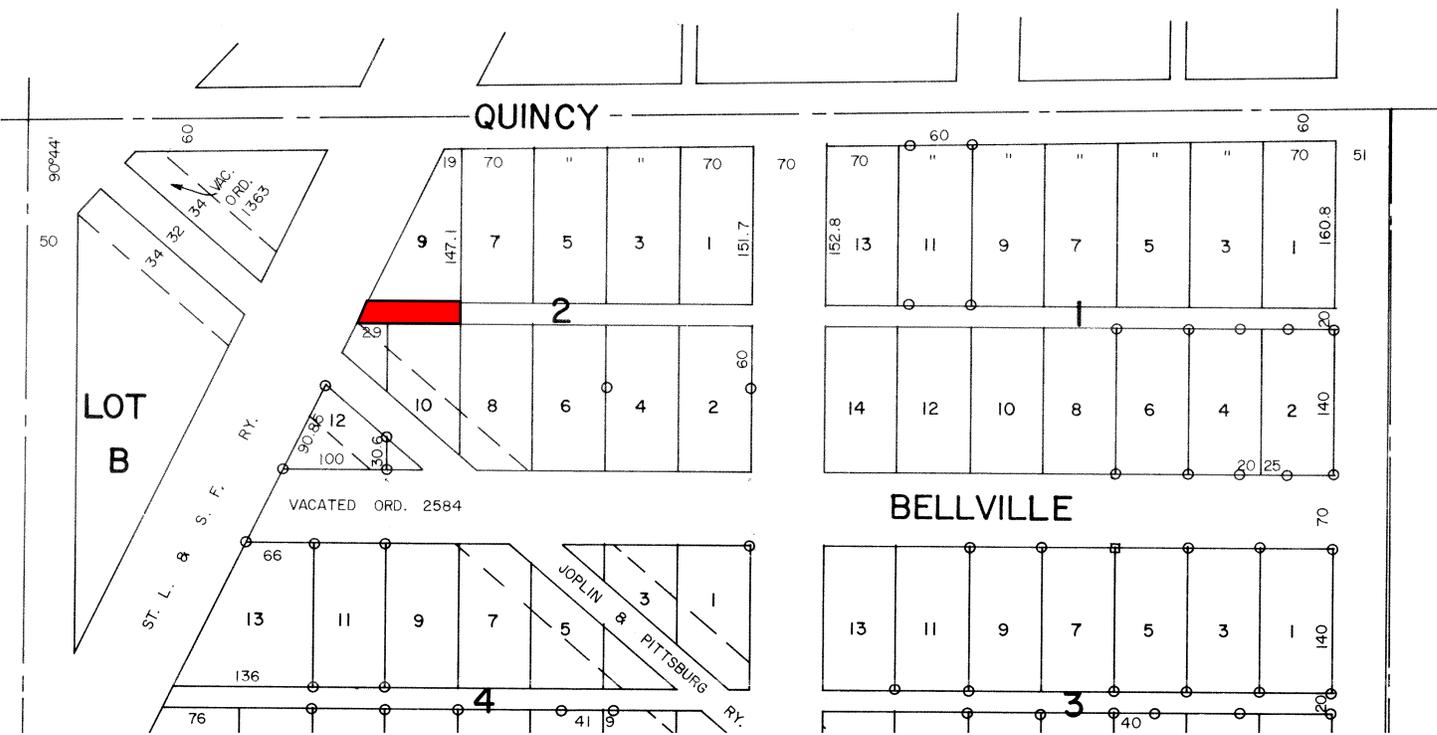
Mr. Heckert owns the adjacent property on both sides of the alley and is wishing to expand his current building, which will extend out into the alleyway. The local utilities were contacted as part of this request for their feedback and they have requested that an easement be retained for utility purposes. Mr. Heckert has agreed to allow for part of his lot that lies north of the alley to be utilized for a future utility easement.

After reviewing all the evidence presented, the Planning Zoning Commission voted unanimously to recommend to the Governing Body **approval** to vacate this alley with the condition that an easement be granted on the adjacent property for utility purposes. This recommendation will be presented to the Governing Body for their consideration during a **PUBLIC HEARING** scheduled for Tuesday, March 10, 2015. Action being requested is to review this request and, if approved, direct the City Attorney to prepare the necessary Order.

MEMO TO: DARON HALL
MARCH 4, 2015
PAGE TWO

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

Attachment: Maps



1125 S BROADWAY

0 E QUINCY

105 E QUINCY

109 E QUINCY

E QUINCY ST

102 E QUINCY

104 E QUINCY

106 E QUINCY

108 E QUINCY

1302 S ELM

0 E QUINCY

1307 S BROADWAY

1304 S ELM

0 E BELLEVILLE

0 E BELLEVILLE

1308 S ELM

E BELLEVILLE ST

S BROADWAY

1402 S ELM

0 E BELLEVILLE

1404 S ELM

0 E BELLEVILLE

0 S ELM



DEPARTMENT OF PUBLIC WORKS

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Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TROY GRAHAM
Assistant Director of Public Works

DATE: March 4, 2015

SUBJECT: Agenda Item – March 10, 2015
Recommendation of the Planning and Zoning Commission
Request to Rezone 318 West 18th Street from R-1C Single Family Residential to CP-2 Planned General Commercial

The Planning and Zoning Commission, in its meeting of February 23, 2015, reconsidered a request submitted by Robert Kunshek on behalf of Lightning Investments to rezone 318 West 18th Street from R-1C Single Family Residential to CP-2 Planned General Commercial to allow for the future construction of a storage building adjacent to the owner's existing property.

The property is currently zoned R-1C Single Family Residential, which will not allow for construction of a structure to be placed on it without the presence of a single family home. Mr. Kunshek currently owns the property south of this property across 18th Street and it is zoned CP-2 Planned General Commercial. This property would lie adjacent to other properties that are zoned CP-2.

The Planning and Zoning Commission originally considered this request at its January 26, 2015 meeting and at that time voted unanimously to recommend to the Governing Body disapproval of the request. However, the Governing Body in its meeting of February 10, 2015 voted to return the recommendation to deny the request to the Planning and Zoning Commission to allow members to further consider the request.

MEMO TO: DARON HALL
MARCH 4, 2015
PAGE TWO

There were nine (9) members present for this meeting. After hearing all the evidence presented, the Planning and Zoning Commission voted 5-4 to recommend to the Governing Body **approval** of the rezoning request based on the following criteria considered when a change of zoning case is heard by the Planning and Zoning Commission:

1. **Character of the neighborhood.** The properties are located in an area that is a mix of residential and commercial uses. The property currently does not contain a structure due to recent demolition. There are also vacant properties to the north and the south of this property.
2. **Zoning and uses of nearby properties.** Zoning in the area contains both residential and commercial use properties. Properties to the north and east of the lot are zoned single family residential. Property to the south is zoned planned general commercial and property to the west is the City-owned property occupied by the Four Oaks Golf Course.
3. **Suitability of the subject property for the uses to which it is being considered.** The property is currently zoned to meet the needs of residential housing in the area. The home that was on the property was in disrepair so it was demolished by the current owner. Rezoning the property will allow the owner to place a commercial structure on the property to extend his current use of the property located to the south. If approved, this would be the first commercially zoned lot on this block.
4. **Length of time the subject property has remained vacant as zoned.** The property previously supported a dilapidated structure until last year when it was demolished by the owner.
5. **The extent to which removal of the restrictions will detrimentally affect the nearby property.** Rezoning the property could have a detrimental effect to the area since it will be the only commercial property on the block. .
6. **Relative gain to public health, safety, and welfare.** Health, Safety, and Welfare should not be adversely affected by the rezoning of the property.
7. **Conformance to Master Plan.** When the master plan was prepared, this area was already zoned and developed residentially. The Master Plan does not speak to any future uses of this property.

MEMO TO: DARON HALL
MARCH 4, 2015
PAGE THREE

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 10, 2015. Action necessary will be for the Governing Body to consider the recommendation of the Planning and Zoning Commission and, if they are in agreement with the recommendation as provided, approve the request. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a 2/3 majority, may override the recommendation or may return the recommendation to the Planning and Zoning Commission for further consideration. A return of the recommendation must be accompanied with a statement specifying the basis for the Governing Body's returning the recommendation.

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

Attachment: Map



W 20TH ST

N OLIVE ST

W 19TH ST

W 18TH ST

N WALNUT ST

N PINE ST

R-1C

CP-2

W 16TH ST

MCNALLY RD

75



DEPARTMENT OF PUBLIC WORKS

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(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TROY GRAHAM
Assistant Director of Public Works

DATE: March 4, 2015

SUBJECT: Agenda Item – March 10, 2015
Recommendation of the Planning and Zoning Commission
Request to Rezone 2601 Springdale from RP-3 Planned Medium
Density Residential to RP-4 Planned Apartment House District

The Planning and Zoning Commission, in its meeting of February 23, 2015, considered a request submitted by Small-Arrow Engineering on behalf of Summerscape LLC to rezone 2601 Springdale from RP-3 Planned Medium Density Residential to RP-4 Planned Apartment House District to allow for the future construction of a micro-efficiency apartment building (see attached map). The property is currently zoned RP-3 Planned Medium Density Residential, which will not allow for construction of a new micro-efficiency apartment building due to the existing lot coverage. Rezoning it to RP-4 Planned Apartment House District will allow for future construction and will better meet the current usage of the property.

There were nine (9) members present for this meeting. After reviewing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **approval** of the rezoning request based on the following criteria which are considered when a change of zoning case is heard by the Planning and Zoning Commission:

1. **Character of the neighborhood.** The property is located in the southeast part of Pittsburg just east of Via Christi Hospital. There is a mix of residential and commercial uses in the area.

MEMO TO: DARON HALL
MARCH 4, 2015
PAGE TWO

2. ***Zoning and uses of nearby properties.*** The zoning of the properties in the area include commercial, residential, and industrial.
3. ***Suitability of the subject property for the uses to which it is being considered.*** This property is currently zoned RP-3 Planned Medium Density Resident, but due to the surrounding zoning and developments RP-4 Planned Apartment House District would be an acceptable use.
4. ***Length of time the subject property has remained vacant as zoned.*** The property is currently being utilized for RP-3 Planned Medium Density Residential use and it is not vacant.
5. ***The extent to which removal of the restrictions will detrimentally affect the nearby property.*** Rezoning the property should not have a detrimental effect to the area. A use of RP-4 Planned Apartment House District would be acceptable as it is located next to commercial and industrially zoned areas.
6. ***Relative gain to public health, safety, and welfare.*** Health, Safety, and Welfare should not be adversely affected by the rezoning of the property.
7. ***Conformance to Master Plan.*** The property to be rezoned was not included when the Master Plan was developed.
8. **Staff Recommendation:** Approve. This area is currently zoned residential and rezoning it to RP-4 Planned Apartment House District would be in line with future development.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 10, 2015. Action necessary will be for the Governing Body to consider the recommendation of the Planning and Zoning Commission and, if they are in agreement with the recommendation as provided, approve the request. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a 2/3 majority, may override the recommendation or may return the recommendation to the Planning and Zoning Commission for further consideration. A return of the recommendation must be accompanied with a statement specifying the basis for the Governing Body's returning the recommendation.

MEMO TO: DARON HALL
MARCH 4, 2015
PAGE THREE

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

Attachment: Map



R-1A

IP-1

RESEARCH RD

E CENTENNIAL DR

E 530 AVE

CP-1

CP-2

RP-3

SPRINGDALE ST

CP-0

R-1B

CEDAR CREST DR

R-1B

MILL RD

R-1A



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TROY GRAHAM
Assistant Director of Public Works

DATE: March 4, 2015

SUBJECT: Agenda Item – March 10, 2015
Replat of Riddle Woods Addition

The Planning and Zoning Commission, in its meeting of February 23, 2015, reviewed the Replat of Riddle Woods Addition located near the 500 Block of South Smelter. Tri-State Engineering submitted the replat on behalf of the Kansas City Southern Railroad. This replat also includes an additional lot not previously platted in the Riddle Woods Addition. The current platted area includes a portion of a City street, four existing lots, and a few utility easements. The new platted area will contain one large lot and utility easements as recorded with the Crawford County Register of Deeds. The owner is wishing to replat the area to help vacate an unused street and combine all lots into one large lot, which includes a property that was once meets and bounds.

After reviewing the plat, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **approval** of the replat. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 10, 2015. Action necessary will be approval or disapproval of the plat and, if approved, authorize the Mayor and City Clerk to sign it on behalf of the City of Pittsburg.

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

Attachment: Replat of Riddle Woods Addition

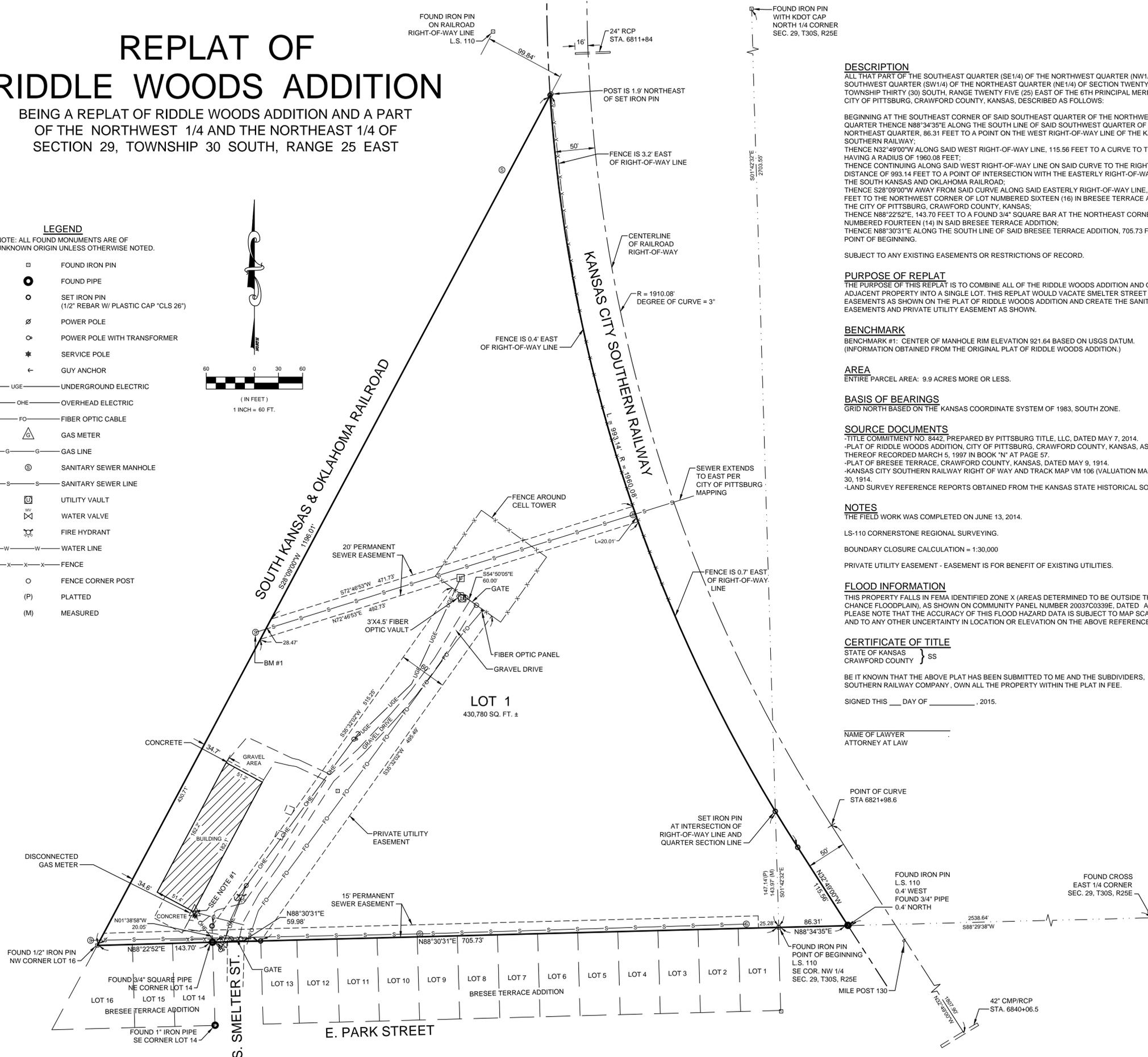
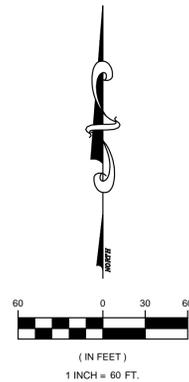
REPLAT OF RIDDLE WOODS ADDITION

BEING A REPLAT OF RIDDLE WOODS ADDITION AND A PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 30 SOUTH, RANGE 25 EAST

LEGEND

NOTE: ALL FOUND MONUMENTS ARE OF UNKNOWN ORIGIN UNLESS OTHERWISE NOTED.

- FOUND IRON PIN
- FOUND PIPE
- SET IRON PIN (1/2" REBAR W/ PLASTIC CAP "CLS 26")
- ⊗ POWER POLE
- ⊙ POWER POLE WITH TRANSFORMER
- ★ SERVICE POLE
- ← GUY ANCHOR
- UGE — UNDERGROUND ELECTRIC
- OHE — OVERHEAD ELECTRIC
- FO — FIBER OPTIC CABLE
- △ GAS METER
- G — GAS LINE
- ⊙ SANITARY SEWER MANHOLE
- S — SANITARY SEWER LINE
- UTILITY VAULT
- ⊗ WATER VALVE
- ⊗ FIRE HYDRANT
- W — WATER LINE
- X — FENCE
- FENCE CORNER POST
- (P) PLATTED
- (M) MEASURED



DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) AND THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY NINE (29), TOWNSHIP THIRTY (30) SOUTH, RANGE TWENTY FIVE (25) EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER THENCE N88°34'35"E ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 86.31 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILWAY;
 THENCE N32°49'00"W ALONG SAID WEST RIGHT-OF-WAY LINE, 115.56 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1360.08 FEET;
 THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE ON SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 993.14 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE SOUTH KANSAS AND OKLAHOMA RAILROAD;
 THENCE S28°09'00"W AWAY FROM SAID CURVE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1196.01 FEET TO THE NORTHWEST CORNER OF LOT NUMBERED SIXTEEN (16) IN BRESEE TERRACE ADDITION TO THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS;
 THENCE N88°22'52"E, 143.70 FEET TO A FOUND 3/4" SQUARE BAR AT THE NORTHEAST CORNER OF LOT NUMBERED FOURTEEN (14) IN SAID BRESEE TERRACE ADDITION;
 THENCE N88°30'31"E ALONG THE SOUTH LINE OF SAID BRESEE TERRACE ADDITION, 705.73 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY EXISTING EASEMENTS OR RESTRICTIONS OF RECORD.

PURPOSE OF REPLAT

THE PURPOSE OF THIS REPLAT IS TO COMBINE ALL OF THE RIDDLE WOODS ADDITION AND OWNER'S ADJACENT PROPERTY INTO A SINGLE LOT. THIS REPLAT WOULD VACATE SMELTER STREET AND UTILITY EASEMENTS AS SHOWN ON THE PLAT OF RIDDLE WOODS ADDITION AND CREATE THE SANITARY SEWER EASEMENTS AND PRIVATE UTILITY EASEMENT AS SHOWN.

BENCHMARK

BENCHMARK #1: CENTER OF MANHOLE RIM ELEVATION 921.64 BASED ON USGS DATUM. (INFORMATION OBTAINED FROM THE ORIGINAL PLAT OF RIDDLE WOODS ADDITION.)

AREA

ENTIRE PARCEL AREA: 9.9 ACRES MORE OR LESS.

BASIS OF BEARINGS

GRID NORTH BASED ON THE KANSAS COORDINATE SYSTEM OF 1983, SOUTH ZONE.

SOURCE DOCUMENTS

- TITLE COMMITMENT NO. 8442, PREPARED BY PITTSBURG TITLE, LLC, DATED MAY 7, 2014.
- PLAT OF RIDDLE WOODS ADDITION, CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS, AS PER THE PLAT THEREOF RECORDED MARCH 5, 1997 IN BOOK 'N' AT PAGE 57.
- PLAT OF BRESEE TERRACE, CRAWFORD COUNTY, KANSAS, DATED MAY 9, 1914.
- KANSAS CITY SOUTHERN RAILWAY RIGHT OF WAY AND TRACK MAP VM 106 (VALUATION MAP, DATED JUNE 30, 1914.
- LAND SURVEY REFERENCE REPORTS OBTAINED FROM THE KANSAS STATE HISTORICAL SOCIETY.

NOTES

THE FIELD WORK WAS COMPLETED ON JUNE 13, 2014.

LS-110 CORNERSTONE REGIONAL SURVEYING.

BOUNDARY CLOSURE CALCULATION = 1:30,000

PRIVATE UTILITY EASEMENT - EASEMENT IS FOR BENEFIT OF EXISTING UTILITIES.

FLOOD INFORMATION

THIS PROPERTY FALLS IN FEMA IDENTIFIED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS SHOWN ON COMMUNITY PANEL NUMBER 20037C0339E, DATED APRIL 16, 2009. PLEASE NOTE THAT THE ACCURACY OF THIS FLOOD HAZARD DATA IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE ABOVE REFERENCED FEMA MAP.

CERTIFICATE OF TITLE

STATE OF KANSAS
CRAWFORD COUNTY } SS

BE IT KNOWN THAT THE ABOVE PLAT HAS BEEN SUBMITTED TO ME AND THE SUBDIVIDERS, KANSAS CITY SOUTHERN RAILWAY COMPANY, OWN ALL THE PROPERTY WITHIN THE PLAT IN FEE.

SIGNED THIS ___ DAY OF _____, 2015.

NAME OF LAWYER
ATTORNEY AT LAW

POINT OF CURVE
STA 6821+98.6

FOUND IRON PIN
L.S. 110
0.4' WEST
FOUND 3/4" PIPE
0.4' NORTH

FOUND IRON PIN
POINT OF BEGINNING
L.S. 110
SE COR. NW 1/4
SEC. 29, T30S, R25E

42" CMP/RCP
STA. 6840+06.5

SURVEY IS NOT VALID WITHOUT ORIGINAL SIGNATURE IN BLUE INK AND EMBOSSED SEAL.

DEDICATION

I, GLEN EBELING, AVP REAL ESTATE, INDUSTRIAL DEVELOPMENT OF KANSAS CITY SOUTHERN RAILWAY COMPANY, OWNER OF THE ABOVE DESCRIBED REAL ESTATE, HAVE CAUSED THE SAME TO BE PLATTED AS SHOWN BY THIS PLAT AND SURVEY AND DESIGNATED AS "REPLAT OF RIDDLE WOODS ADDITION", A SUBDIVISION LOCATED IN THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS.

EASEMENTS AS SHOWN ARE HEREBY DEDICATED TO THE CITY OF PITTSBURG FOR SANITARY SEWER PURPOSES.

SIGNED THIS ___ DAY OF _____, 2015.

GLEN EBELING, AVP REAL ESTATE, INDUSTRIAL DEVELOPMENT

NOTARY CERTIFICATE

STATE OF KANSAS
CRAWFORD COUNTY } SS

ON THIS ___ DAY OF _____, 20___ BEFORE ME A NOTARY PUBLIC IN AFORESAID COUNTY, PERSONALLY APPEARED GLEN EBELING, TO ME KNOWN AND WHO BEING BY ME DULY SWORN DID SAY HE IS THE AVP REAL ESTATE, INDUSTRIAL DEVELOPMENT OF KANSAS CITY SOUTHERN RAILWAY COMPANY, A KANSAS CORPORATION, AND THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN _____, AND IN SAID COUNTY AND STATE THE DAY AND YEAR FIRST WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVAL

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS. SIGNED THIS ___ DAY OF _____, 2015.

TIM KUNDIGER, CHAIRMAN

ANDREA HOLTZMAN, RECORDING SECRETARY

APPROVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS. SIGNED THIS ___ DAY OF _____, 2015.

MONICA MURNAN, MAYOR

TAMMY NAGEL, CITY CLERK

COUNTY REGISTER OF DEEDS

STATE OF KANSAS
CRAWFORD COUNTY } SS

THIS INSTRUMENT WAS FILED FOR RECORD ON THE ___ DAY OF _____, A.D. 2015, AT O'CLOCK ___ AND DULY RECORDED IN BOOK _____, PAGE ____.

SEE PAGE _____

TOM SIGHEL

REGISTER OF DEEDS

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE REAL ESTATE TAXES FOR THE PROPERTY DESCRIBED ON THIS PLAT ARE PAID IN FULL AS OF THE DATE SHOWN BELOW.

SIGNED THIS ___ DAY OF _____, 2015.

JOE GRISOLANO

COUNTY TREASURER

CERTIFICATE OF SURVEY

I HEREBY CERTIFY THAT I HAVE SURVEYED A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE BOUNDARY OF RIDDLE WOODS ADDITION (BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER), ALL IN SECTION TWENTY NINE (29), TOWNSHIP THIRTY (30) SOUTH, RANGE TWENTY FIVE (25) EAST IN THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS, AND THIS PLAT IS A TRUE RECORD THEREOF.

SIGNED THIS ___ DAY OF _____, 2015.

STEVEN G. LEWIS, LS-1338

KANSAS CERTIFICATE OF AUTHORIZATION NUMBER CLS-26, EXPIRATION DATE DEC. 31, 2015.
SURVEYOR REGISTRATION NO. 1338

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT KANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEEES.

| | | | |
|---|---------|--|----------|
| STEVEN G. LEWIS LS-1338 PRELIMINARY NOT FOR CONSTRUCTION 11/10/2014 THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL SIGNED AND SEALED DOCUMENT. | | TRI-STATE ENGINEERING Professional Engineers & Land Surveyors 702 SOUTH MAIN - JOPLIN, MO 64801 P.O. BOX 1967 - JOPLIN, MO 64802 PH. 417-781-0543 - FAX 417-781-4714 TOLL FREE 1-866-781-0643 www.tristate-engineering.com COPYRIGHT, 2014, TRI-STATE ENGINEERING, INC. | |
| CUSTOMER | | KANSAS CITY SOUTHERN RAILWAY | |
| SURVEY OF | | REPLAT OF RIDDLE WOODS ADDITION CITY OF PITTSBURG, CRAWFORD CO., KANSAS | |
| DATE | JOB NO. | DWN. BY | ACCURACY |
| 10/07/2014 | 14046 | BGL/DVH/KAM | URBAN |
| REVISED | | FILE | |
| | | 14046-Plat-SP | |



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: March 4, 2015

SUBJECT: March 10, 2015 Agenda Item
Silvercreek Medical Reimbursement Solutions expansion project

Silvercreek Medical Reimbursement Solutions, one of the region's leading commercial based medical billing services, was founded in Pittsburg in 2007. Since that time, Silvercreek has grown significantly and now offers medical billing, contracting and practice management services to physicians and rural clinics throughout Kansas, Missouri, Arkansas and Oklahoma.

This has led to job growth at the company's headquarters in downtown Pittsburg. Silvercreek has operated from leased space since the company's inception and now has 28 employees on its payroll. The company sees more growth opportunities in the near future but needs additional office space in a more ideal layout. Silvercreek has identified the former CP Communications building at 2400 North Broadway as an attractive site for this relocation and expansion.

The project is valued at approximately \$600,000, after building acquisition and significant infrastructure and information technology upgrades. This will be financed through combination of up-front financial injection from Silvercreek and conventional financing from Arvest Bank. Silvercreek made application to the city's Revolving Loan Fund for assistance in the project.

The EDAC considered the request and voted to recommend allocating \$30,000 from the Revolving Loan Fund to assist with the required infrastructure improvements. This would be structured as a loan, but would provide for forgiveness if Silvercreek creates five new jobs in the next two years and ten total new jobs within five years.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 10, 2015. Action being requested is the approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: March 4, 2015

SUBJECT: March 10, 2015 Agenda Item
La Quinta Inn infrastructure enhancement request

Dharma Properties has proposed to construct a new, 72-room La Quinta Inn at the corner of Centennial & Broadway in Pittsburg. This would be a \$7.2 million project that ideally would commence construction in early summer 2015, with an anticipated construction window of 10-12 months.

This will be a significant addition to Pittsburg's hospitality community, particularly with the number of events soon to be hosted by the Pittsburg State University Bicknell Center for the Arts and Plaster Indoor Event Center. Pittsburg's current hotel capacity is not equipped to handle large events and many visitors are forced stay in other communities.

In order to bring the project to fruition, various improvements will need to be made to the site's sewer capacity and layout. City staff has estimated these costs at no more than \$88,000. Likewise, sidewalk improvements to the property that will improve connectivity to other parts of the area, such as Meadowbrook Mall, will also need to be made. City staff has projected these costs at approximately \$24,000.

At its March 4, 2015, meeting, the Economic Development Advisory Committee (EDAC) considered a request to fund the sewer improvements and half of the sidewalk improvements. The EDAC recommended allocating up to \$100,000 from the Revolving Loan Fund to help with these improvements related to the La Quinta Inn project.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 10, 2015. Action being requested is the approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

| La Quinta | | | | | | | | | | |
|--|--------------------------------|-----------------------------------|---|------------------------------------|---|---------------------------------|--------------------------------------|---------------------------------------|------------------------------------|------------------------------|
| Top 4 bidders / Meadowbrook Mall West Sewer Expansion | Average of Mobilization | Average of Erosion Control | Average of Contractor Construction Staking | Average of Site Restoration | Average of Precast Manhole " Type A" | Average of 8" Sewer Pipe | Average of Service Connection | Potential Fill Assumption Need | Engineering Fees Assumption | Project Cost Estimate |
| Bennett (Iamar) | \$10,000.00 | \$2,000.00 | \$2,035.00 | \$5,500.00 | \$3,250.00 | \$43.00 | \$1,500.00 | | | |
| Heck & Wicker (Parsons) | \$4,000.00 | \$4,000.00 | \$2,400.00 | \$3,800.00 | \$3,992.00 | \$42.91 | \$850.00 | | | |
| Polston (Lamar) *PA* | \$2,300.00 | \$1,880.00 | \$2,035.00 | \$4,829.00 | \$2,500.00 | \$22.00 | \$1,427.00 | | | |
| T.C. Underground (Independence) | \$4,200.00 | \$1,500.00 | \$1,400.00 | \$3,650.00 | \$3,025.00 | \$37.00 | \$1,840.00 | | | |
| Grand Total Average Unit | \$5,125.00 | \$2,345.00 | \$1,967.50 | \$4,444.75 | \$3,191.75 | \$36.23 | \$1,404.25 | \$7.00 | | |
| Unit Defined | LS | LS | LS | LS | EA | LF | LS | CY | LS | |
| Units Estimated w/o Plans | 1.00 | 1.00 | 1.00 | 1.00 | 5.00 | 685.00 | 1.00 | 1331.94 | 1.00 | |
| Estimate w/o Plan | \$5,125.00 | \$2,345.00 | \$1,967.50 | \$4,444.75 | \$15,958.75 | \$24,815.84 | \$1,404.25 | \$9,323.61 | \$22,884.64 | \$88,269.34 |
| Unit Defined | LS | LS | LS | LS | EA | LF | LS | CY | LS | |
| PEC Units per Drawing | 1.00 | 1.00 | 1.00 | 1.00 | 4.00 | 320.00 | 1.00 | 622.22 | 1.00 | |
| Estimate PEC Plan | \$5,125.00 | \$2,345.00 | \$1,967.50 | \$4,444.75 | \$12,767.00 | \$11,592.80 | \$1,404.25 | \$4,355.56 | \$15,400.65 | \$59,402.51 |



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: February 20, 2015

SUBJECT: Agenda Item – March 10, 2015
Authority to Award Contract and Commitment of City Funds
Quincy Street Improvements
KDOT Project No. 19 U-2287-01

The City of Pittsburg received notification from KDOT that bids were received on February 18th, 2015 for the above-referenced project. The apparent low bid was received from Amino Brothers Company, Inc., of Kansas City, Kansas, with a bid of \$1,815,052.32. KDOT indicated that they consider this bid to be a satisfactory bid when compared with the engineer's estimate, and believe that a contract should be awarded to Amino Brothers Company, Inc.

If this bid is acceptable to the City, KDOT is requesting that the attached Resolution be approved and sent back to them for approval by the State Department of Transportation. In order to guarantee the bid received, this Resolution must be received in KDOT's office no later than March 13th, 2015. Upon receipt of the signed Resolution and approval by the Secretary of Transportation, the contract will be awarded.

Matching City funds in the amount of \$688,000 are due on or before April 9th, 2015. The City's remittance should accompany the executed Resolution when returned to KDOT. The funding for this project is through the issuance of G.O. Bonds.

MEMO TO: DARON HALL
FEBRUARY 20, 2015
PAGE TWO

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 10th, 2015. Action necessary will be approval or disapproval of the authority to award the contract to Amino Brothers Company, Inc. and to commit the City matching funds in the amount of \$688,000.00 and, if approved, authorize the Mayor to execute the Resolution on behalf of the City.

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

Attachment: Authority to Award Contract and Commitment of Funds

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Mike King, Secretary
Ronald J. Seitz, P.E., Chief



Phone: 785-296-3861
Fax: 785-296-2079
Hearing Impaired - 711
publicinfo@ksdot.org
http://www.ksdot.org

Sam Brownback, Governor

February 19, 2015

Project Number: 19 U-2287-01

City of Pittsburg
Bill Beasley, -Dir. Pub. Wks.
201 W 4th St
Pittsburg, Kansas 66762-0688

Dear Mr. Beasley:

We are listing below the bidder and the low bid received at , Kansas on for the above numbered project.

| CONTRACTOR | TYPE OF WORK | AMOUNT |
|--|-----------------------|-----------------|
| AMINO BROTHERS COMPANY INC PO BOX 11277 KANSAS CITY, KS 66111-0277 | Grading And Surfacing | \$ 1,815,052.32 |

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is considered acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 3/13/2015. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering and contingencies less \$1,460,597.84 State funds will require City matching funds in the amount of \$688,000.00 . The City remittance should be made on or before 4/9/2015.

Sincerely,


For: Ronald J. Seitz, P.E.
Chief of Local Projects

RJS:SSC:d1m
Enclosures
c: Mayor/City Manager, w/a
Ms. Rhonda Seitz, Chief of Fiscal Services
District Engineer

**AUTHORITY TO AWARD CONTRACT
COMMITMENT OF CITY FUNDS**

February 19, 2015

2 Copies to City
Project Number: 19 U-2287-01
City of Pittsburg

WHEREAS bids were received at Topeka, Kansas on 2/18/2015 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

| CONTRACTOR | TYPE OF WORK | AMOUNT |
|---|-----------------------|------------------------|
| AMINO BROTHERS COMPANY INC PO BOX 11277 KANSAS CITY, KS 66111-0277 | Grading And Surfacing | \$ 1,815,052.32 |

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

A combination of the bid plus an estimated \$282,352.62 for construction engineering less \$1,460,597.84 of State Funds = \$688,000.00 matching City Funds.

BE IT FURTHER RESOLVED that City funds in the amount of \$688,000.00 which are required for the matching of State Funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 4/9/2015 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City/County certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and or/regulations required for completion.

Adopted this ___ day of _____, _____, at _____, Kansas.

Recommended for Approval:

City Engineer

_____, Mayor

Attest:

_____, Member

(Seal)

_____, Member

City Clerk

Revised 12/03
DOT FORM 1309

INVOICE
Keep for your Records
Due On Or Before 4/9/2015
 PRELIMINARY STATEMENT OF COST
 19 U-2287-01

Pittsburg: Quincy Street from Broadway to Joplin

| Construction and CE Breakdown | |
|--|--------------------|
| Actual Bid | \$1,815,052 |
| Water(for grading) | \$175 |
| Sub-Total Actual Bid Amount | \$1,815,227 |
| LPA CE Contract | \$227,896 |
| KDOT CE (3%) Estimated | \$54,457 |
| Sub-Total Construction and CE | \$2,097,580 |
| State-aid Non-Participating Const. Costs | \$278,615 |
| State-aid Non-Participating CE | \$43,338 |
| PE Costs | \$50,120 |
| Railroad Costs | \$0 |
| ROW Costs | \$0 |
| Utility Costs | \$0 |
| State Participating Project Costs | \$1,825,747 |

| CE Breakdown | |
|----------------------------|-----------|
| Total LPA CE and KDOT CE | \$282,353 |
| State Non-Participating CE | \$43,338 |
| | |

| State/City Participation Summary | |
|--|--------------------|
| State Participating Project Costs | \$1,825,747 |
| 80% State Part. Of Project Costs | \$1,460,598 |
| 20% City Part. Of Project Costs | \$365,149 |
| 100% City Funds Due to Non-participating | \$321,953 |
| Total Project Costs | \$2,147,700 |

| Totals | | | |
|--------------------------------|-------------------|--------------------|--------------------|
| | City Funds | State Funds | Total |
| Const. State Non-Participating | \$278,615 | \$0 | \$278,615 |
| CE State Non-Participating | \$43,338 | \$0 | \$43,338 |
| 80% State Funds | \$0 | \$1,460,598 | \$1,460,598 |
| 20% City Funds | \$365,149 | \$0 | \$365,149 |
| Total | \$687,102 | \$1,460,598 | \$2,147,700 |

| | |
|---|------------------|
| Amount to Bill City (Rounded up) | \$688,000 |
|---|------------------|

| Key |
|--|
| KDOT - Kansas Department of Transportation |
| LPA - Local Public Authority |
| CE- Construction Engineering (Inspection) |
| Const. - Construction |

**KANSAS DEPARTMENT OF TRANSPORTATION
AS READ TABULATION OF BIDS**

27

LETTING DATE: February 18, 2015

Call No.: 642

PROJECT NUMBER: 019 U 2287-01

CONTRACT NO: 515026424

COUNTY: CRAWFORD

TYPE OF WORK: GRADING AND SURFACING

STATE TIED WITH:

| BIDDER | AMOUNT BID |
|---|-------------------|
| 00011 AMINO BROTHERS COMPANY INC | 1,815,052.32 |
| 00888 LAFORGE & BUDD CONSTRUCTION COMPANY INC | 1,926,057.40 |
| 01453 CROSSLAND CONSTRUCTION COMPANY INC | 2,029,228.75 |
| 01901 MISSION CONSTRUCTION CO INC | 2,382,848.75 |

NUMBER OF BIDS: 4

City of Pittsburg, Kansas
2015 Budget Recap
As of February 28, 2015

(16.67% of Fiscal Year has passed)

| Budgeted Funds | Un-Encumbered Cash Balance 1/1/2015 | Revenues (1) | | | Expenditures | | | Loan Activity | Y-T-D Net | Un-Encumbered Cash Balance 2/28/2015 |
|----------------------------|---|---------------------------|--------------------------------|---------------------|---------------------------|--------------------------------|-----------------|-------------------|---------------------|--|
| | | Adopted Budget 2015 | Y-T-D Revenues 2/28/2015 | Percent Received | Adopted Budget 2015 | Y-T-D Expenses 2/28/2015 | Percent Used | | | |
| General Fund | \$ 3,464,801 | \$ 24,934,771 | \$ 5,725,452 | 22.96% | \$ 28,068,717 | \$ 4,656,900 | 16.59% | \$ - | \$ 1,068,552 | \$ 4,533,353 |
| Public Library | 85,205 | 788,742 | 383,998 | 48.68% | 825,622 | 131,689 | 15.95% | - | 252,309 | 337,514 |
| Public Library Annuity | 240,258 | 115 | 13 | 10.89% | 240,400 | - | 0.00% | - | 13 | 240,271 |
| Special Alcohol & Drug | 61,022 | 81,217 | - | 0.00% | 126,826 | 1,877 | 1.48% | - | (1,877) | 59,145 |
| Special Parks & Recreation | - | 81,217 | - | 0.00% | 81,217 | - | 0.00% | - | - | - |
| Street & Highway | 60,996 | 1,134,396 | 229,477 | 20.23% | 1,211,625 | 183,334 | 15.13% | - | 46,143 | 107,139 |
| Street & Highway Sales Tax | 65,595 | 986,737 | 326,439 | 33.08% | 1,150,478 | 13,825 | 1.20% | - | 312,614 | 378,209 |
| Section 8 Housing | 934 | 1,335,623 | 235,624 | 17.64% | 1,338,051 | 235,134 | 17.57% | - | 490 | 1,424 |
| Revolving Loan Fund | 2,667,966 | 1,057,539 | 195,412 | 18.48% | 2,141,274 | 412,508 | 19.26% | 328,706 | 111,610 | 2,779,576 |
| Debt Service | 846,107 | 5,434,224 | 1,035,130 | 19.05% | 6,291,867 | 520,979 | 8.28% | - | 514,151 | 1,360,258 |
| Public Utilities | 1,487,448 | 7,792,793 | 1,235,762 | 15.86% | 8,996,895 | 1,392,415 | 15.48% | - | (156,654) | 1,330,794 |
| Stormwater | 128,450 | 806,840 | 127,734 | 15.83% | 881,265 | 103,072 | 11.70% | - | 24,662 | 153,112 |
| Totals | \$ 9,108,782 | \$ 44,434,214 | \$ 9,495,040 | 21.37% | \$ 51,354,237 | \$ 7,651,733 | 14.90% | \$ 328,706 | \$ 2,172,013 | \$ 11,280,795 |

Notable Items:

Sales Tax revenue is up 10.20% compared to same period in 2014.

Section 8 Housing subsidized \$12,400 to date for 2015.