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Approval of Ordinance No. G-1235, amending Section 18-261 and Section 18-262 of the Pittsburg City Code by adopting by reference the 2012 Edition of The Uniform Plumbing Code and Appendices A, B, D, E, G, H, I, and J and the installation, repair and maintenance methods specified therein as standards of the International Association of Plumbing and Mechanical Officials, save and except such parts or portions as deleted, modified, supplemented or amended by Section 18-262 and repealing Ordinance No. G-1010, authorize the Mayor to sign the Ordinance on behalf of the City.

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Approval of Ordinance No. G-1236, amending Section 18-321 of the Pittsburg City Code by adopting by reference the 2012 Edition of the Uniform Swimming Pool, Spa, & Hot Tub Code, prepared, compiled and promulgated as a standard of the International Association of Plumbing and Mechanical Officials and repealing Ordinance No. G-471, authorize the Mayor to sign the Ordinance on behalf of the City.

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Pittsburg State University Construction Management Majors
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ECONOMIC DEVELOPMENT SERVICES AGREEMENT -
Consider approval of the Economic Development Services Agreement, including Exhibit "A", between The Pittsburg Area Chamber of Commerce and The City of Pittsburg in which the Chamber will perform the services related to the location of industry and manufacturing businesses in the City for the year beginning November 24th, 2015 and expiring December 31st, 2016.

Chamber Services Agreement 121

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

CALL TO ORDER BY THE MAYOR:

- a. Invocation
- b. Flag Salute Led by the Mayor
- c. Proclamation - Disability Mentoring Day - Received by Lou Ann Colyer
- d. Public Input

CONSENT AGENDA:

- a. Approval of the November 10, 2015, City Commission Meeting minutes.
- b. Approval of staff recommendation to accept a grant in the amount of \$100,000 from the Kansas Housing Resources Corporation to administer the Tenant Based Rental Assistance (TRBA) program to provide utility deposit, rental deposit and rental subsidy to households experiencing homelessness as well as security deposits for non-homeless low-income households and authorize the Mayor to sign the appropriate documents on behalf of the City.
- c. Approval of staff recommendation to award the bid for Exclusive Contract Towing Services to Bean's Towing and Auto Body for the period of January 1, 2016, through December 31, 2017, based on their low bid of \$65 per vehicle tow and \$12.50 per day for vehicle storage.
- d. Approval of staff recommendation to award the bid for the maintenance contract on five hydraulic passenger elevators, one hydraulic freight elevator and one stage lift for a three year period to ThyssenKrupp Elevator, of Ozark, Missouri, based on their low bid meeting specifications in the amount of \$11,004 per year and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.
- e. Approval of the applications submitted by Four Oaks Golf Course (910 Memorial Drive), Casey's General Store #2893 (2912 North Broadway), Casey's General Store #2961 (612 South Broadway), Casey's General Store #2962 (434 West 4th Street), Dillons #108 (2600 North Broadway), Walmart #5791 (2402 South Rouse), Walmart #5791 Fuel Station (2402 South Rouse), Bo's 1 Stop (1116 West 4th Street), Pitt Stop (902 South Joplin) and Rhodes Grocery, Inc. (310 East Centennial) to sell Cereal Malt Beverages for the year 2016 and direct the City Clerk to issue the licenses.

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

- f. Approval of staff recommendation to appoint Doug VanBecelaere to a first term to the Parks and Recreation Advisory Board effective January 1, 2016 to expire on December 31, 2019, to appoint both Jerry Waltrip and John Lair Jr. to second terms to the Parks and Recreation Advisory Board effective January 1, 2016 and to expire on December 31, 2018 and to appoint Todd Loveland to a second term to the Parks and Recreation Advisory Board effective January 1, 2016 and to expire on December 31, 2019.
- g. Approval of staff recommendation to appoint Susan Cook and Brian Pinamonti to first terms and reappoint Pat Cedeno and Kyle Fleming to second terms as members of the Economic Development Advisory Committee effective January 1st, 2016 and to expire December 31st, 2018.
- h. Approval of staff recommendation to appoint Mike Creel to a first term and reappoint Patty Horgan and Michael Swartz to second terms as members of the Planning and Zoning Commission effective January 1st, 2016 and to expire December 31st, 2018.
- i. Approval of staff recommendation to reappoint Tim Kundiger to a second term as a member of the Board of Zoning Appeals effective January 1st, 2016 and to expire December 31st, 2018.
- j. Approval of staff recommendation to appoint Sean Ensz and Tom Reed as airport users to first terms and reappoint Jerry Waltrip to a second term as members of the Airport Advisory Committee effective January 1st, 2016 and to expire December 31st, 2018.
- k. Approval of Ordinance No. G-1233, amending Sections 18-231 and 18-232 of the Pittsburg City Code by adopting by reference, the 2012 Edition of The International Mechanical Code, compiled and promulgated as a standard of the International Code Council (ICC), except such parts or portions thereof as are hereafter inserted, deleted, modified, supplemented or amended by Section 18-232, and repealing Ordinance No. G-1008, and authorize the Mayor to sign the Ordinance on behalf of the City.
- l. Approval of Ordinance No. G-1234, amending Section 18-25 of the Pittsburg City Code by adopting by reference the 2012 Edition of the International Fuel Gas Code, prepared, compiled and promulgated as a standard of the International Code Council (ICC) and repealing Ordinance No. 1009 of the City of Pittsburg, Kansas, and authorize the Mayor to sign the Ordinance on behalf of the City.

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

- m. Approval of Ordinance No. G-1235, amending Section 18-261 and Section 18-262 of the Pittsburg City Code by adopting by reference the 2012 Edition of The Uniform Plumbing Code and Appendices A, B, D, E, G, H, I, and J and the installation, repair and maintenance methods specified therein as standards of the International Association of Plumbing and Mechanical Officials, save and except such parts or portions as deleted, modified, supplemented or amended by Section 18-262 and repealing Ordinance No. G-1010, and authorize the Mayor to sign the Ordinance on behalf of the City.

- n. Approval of Ordinance No. G-1236, amending Section 18-321 of the Pittsburg City Code by adopting by reference the 2012 Edition of the Uniform Swimming Pool, Spa, & Hot Tub Code, prepared, compiled and promulgated as a standard of the International Association of Plumbing and Mechanical Officials and repealing Ordinance No. G-471, and authorize the Mayor to sign the Ordinance on behalf of the City.

- o. Approval of Ordinance No. G-1237, amending Section 34-31 through Section 34-40, Section 34-42 and Section 34-43 of the Pittsburg City Code and adopting by reference the 2012 Edition of the International Fire Code as a standard of the International Code Council (ICC), except such parts or portions thereof as are deleted, modified, supplemented or amended by Section 34-33 through Section 34-40 and repealing Ordinance No. G-1097 of the City of Pittsburg, Kansas, and authorize the Mayor to sign the Ordinance on behalf of the City.

- p. Approval of Ordinance No. G-1238, amending Section 18-101 of the Pittsburg City Code by adopting by reference the 2011 Edition of The National Electrical Code, as adopted by the National Fire Protection Association (NFPA No. 70) and approved by The American National Standards Institute, except such parts or portions thereof as are deleted, modified, supplemented or amended by Section 18-102, and repealing Ordinance No. G-1087, and authorize the Mayor to sign the Ordinance on behalf of the City.

- q. Approval of Ordinance No. G-1239, repealing Article VIII Section 18-291 Uniform Sign Code Ordinance 5-701 of the Pittsburg City Code, and authorize the Mayor to sign the Ordinance on behalf of the City.

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

- r. Approval of Ordinance No. G-1240, amending Section 18-61, Section 18-62, Section 18-63 and Section 18-64 of the Pittsburg City Code and adopting by reference the 2012 Edition of the International Building Code as a standard of the International Code Council (ICC), except such parts or portions thereof as are deleted, modified, supplemented, or amended by Sections 18-62, 18-63 and 18-64, and repealing Ordinance No. G-1006 of the City of Pittsburg, Kansas, and authorize the Mayor to sign the Ordinance on behalf of the City.

- s. Approval of Ordinance No. G-1241, amending Sections 18-31 through and including Section 18-35 of the Pittsburg City Code and adopting and incorporating by reference the 2012 Edition of The International Residential Code, prepared, compiled and promulgated as a standard of the International Code Council (ICC), save and except such parts or portions as deleted, modified, supplemented or amended by Sections 18-32, 18-33, 18-34 and 18-35 and repealing ordinance No. G-1007 of the City of Pittsburg, Kansas, and authorize the Mayor to sign the Ordinance on behalf of the City.

- t. Approval of the Appropriation Ordinance for the period ending November 24, 2015, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

SPECIAL PRESENTATION:

- a. MEMORIAL AUDITORIUM NORTH LAWN MASTER PLAN - Pittsburg State University Construction Management Majors Conner Askren, Gregg Roberts, Chris Patterson, Jaime Roth, and Justin Garcia will present their North Lawn Master Plan for Memorial Auditorium and Convention Center.

CONSIDER THE FOLLOWING:

- a. RESOLUTION NO. 1180 - Consider approval of Resolution No. 1180, amending Resolution No. 1163 establishing the equivalent residential unit, ERU rate and undeveloped property rate; and providing an effective date of January 1, 2016. **Approve or disapprove Resolution No. 1180 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

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

- b. ORDINANCE NO. G-1231 - Consider approval of Ordinance No. G-1231, amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service. **Approve or disapprove Ordinance No. G-1231 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

- c. ORDINANCE NO. G-1232 - Consider approval of Ordinance No. G-1232, amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service. **Approve or disapprove Ordinance No. G-1232 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

- d. ORDINANCE NO. G-1242 - Consider approval of Ordinance No. G-1242, creating Sections 2-40, 2-41 and 2-42 of the Pittsburg City Code governing the terms and election of members of the Governing Body and changing the date of the elections for members of the Governing Body, and repealing Section 2-31. **Approve or disapprove Ordinance No. G-1242 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

- e. RESOLUTION NO. 1181 - Consider approval of Resolution No. 1181, supporting the Low Income Housing Tax Credit application to the Kansas Housing Resources Corporation to be submitted by Pointe Royale Development, Inc., for the construction of a multi-phased, scattered site infill housing development. **Approve or disapprove Resolution No. 1181 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

- f. CHPG INC. - BUSINESS ADVISOR AGREEMENT - Consider staff recommendation to enter into an agreement with CHPG, in which CHPG will provide benefit consultation, administration, communication, and human resources compliance services for a total annual fee of \$40,000, to be paid in installments of \$3,333.33 monthly. **Approve or disapprove staff recommendation and, if approved, authorize the City Manager to sign the appropriate documents on behalf of the City.**

- g. SALE OF PROPERTY - Staff is requesting authorization to sell property located east of the Kansas City Southern Railroad Tracks (east of the Rugby Fields on South Rouse) to Joel VanBecelaere for an amount of \$41,190. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the Real Estate Sales Contract and Municipal Quit Claim Deed on behalf of the City.**

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

- h. ECONOMIC DEVELOPMENT SERVICES AGREEMENT - Consider approval of the Economic Development Services Agreement, including Exhibit "A", between The Pittsburg Area Chamber of Commerce and The City of Pittsburg in which the Chamber will perform the services related to the location of industry and manufacturing businesses in the City for the year beginning November 24th, 2015 and expiring December 31st, 2016. **Approve or disapprove the Economic Development Services Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**

- i. DATE FOR SECOND CITY COMMISSION MEETING IN DECEMBER - The second City Commission Meeting of December is scheduled for Tuesday, December 22nd. Discussion is needed to determine if the City Commission members prefer to hold the meeting as scheduled, or to cancel the meeting scheduled for December 22nd and reschedule the meeting for an alternative date. **Take that action deemed appropriate.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

Office of the Mayor

CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: More than one million people with disabilities have entered the labor force since the passage of the Americans with Disabilities Act in 1990; and

Whereas: As taxpayers, consumers, and workers, people with disabilities are contributing to our society and to their own fulfillment of the American dream; and

Whereas: New generations of young people with disabilities are growing up in Pittsburg, graduating from high school, going to college, and preparing to participate in the workplace; and

Whereas: Both students and job seekers with disabilities have the right to maximize their potential by making the most of their intellect, talents, and abilities in an environment free of physical, programmatic, and attitudinal barriers; and

Whereas: Disability Mentoring Day provides an opportunity for students and job seekers with all types of disabilities to gain insight into career options by spending part of their day in the workplace "shadowing" an employee as he or she goes through a normal day on the job.

Now, Therefore, I, Chuck Munsell, Mayor of the City of Pittsburg, Kansas, do hereby proclaim Wednesday, December 2nd, 2014, as

DISABILITY MENTORING DAY IN PITTSBURG

and encourage all citizens to recognize the enormous potential of people with disabilities and to work toward their full integration into the workforce.

Dated this 24th day of November, 2015.

ATTEST:

CITY CLERK

MAYOR

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 10th, 2015

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

Mike Hart of the Trinity Baptist Church provided the invocation.

Mayor Munsell led the flag salute.

APPROVAL OF MINUTES – OCTOBER 27th, 2015 - On motion of Gray, seconded by Ketterman, the Governing Body approved the October 27th, 2015, City Commission Meeting minutes as submitted. Motion carried.

CHANGE ORDER NO. 4 AND FINAL PAYMENT – PITSCO/SUNFLOWER TRAIL PROJECT – On motion of Gray, seconded by Ketterman, the Governing Body approved Change Order No. 4 reflecting an increase of \$44.85 making a new contract construction amount of \$174,050.24 and final payment in the amount of \$174,050.24 to Heck and Wicker, Inc., of Parsons, Kansas, for the Pitsco/Sunflower Trail Project. Motion carried.

MIZE HOUSER & COMPANY P.A. - AUDITING CONTRACT – On motion of Gray, seconded by Ketterman, the Governing Body approved the 2015 auditing contract with Mize Houser & Company P.A. in an amount not to exceed \$34,500 to perform auditing services for the City's 2015 fiscal year and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

DISPOSITION OF BIDS – BRUSH FIRE TRUCK – On motion of Gray, seconded by Ketterman, the Governing Body approved staff request to accept the recommendation of the Southeast Kansas Regional Planning Commission (SEKRPC) to reject the bids received for the purchase of a brush fire truck, including apparatus, graphics, radio and loose equipment, due to bid irregularities, with this purchase to be rebid at a later date. Motion carried.

SILVERCREEK MEDICAL REIMBURSEMENT SOLUTIONS SUBORDINATION AGREEMENT – On motion of Gray, seconded by Ketterman, the Governing Body approved a Subordination Agreement in which the City would assume a third position on the SilverCreek Medical Reimbursement Solutions mortgage, immediately behind Arvest Bank and Rural Missouri and authorized the Mayor to sign the Subordination Agreement on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Gray, seconded by Ketterman, the Governing Body approved the Appropriation Ordinance for the period ending November 10th, 2015, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Gray, Johnson, Ketterman, Munsell, and Murnan. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 10th, 2015

CHPG AGREEMENT – Consideration of staff request to enter into an agreement with CHPG, in which CHPG will provide benefit consultation, administration, communication, and human resources compliance services for a total annual fee of \$40,000, to be paid in monthly installments of \$3,333.33, was tabled until the November 24th, 2015, Pittsburg City Commission Meeting. Motion carried.

RURAL HOUSING INCENTIVE DISTRICT – On motion of Murnan, seconded by Gray, the Governing Body approved staff recommendation to establish a Rural Housing Incentive District (RHID) and adopted Resolution No. 1178 determining that the City is considering establishing a Rural Housing Incentive District, and authorized the Mayor to execute the appropriate documents on behalf of the City. Motion carried.

NON-AGENDA REPORTS & REQUESTS:

BI-MONTHLY FINANCIAL REVIEW - Finance Director Jamie Clarkson provided the October 31, 2015, bi-monthly financial review.

RESOLUTION NO. 1179 - On motion of Ketterman, seconded by Johnson, the Governing Body adopted Resolution No. 1179, declaring the eligibility of the City of Pittsburg to submit an application to the Kansas Department of Transportation for use of Safe Routes to Schools funds set forth by SAFETEA-LU for the Pittsburg Safe Routes to School Project in Pittsburg, Kansas, and authorized the Mayor to sign the Resolution and the application on behalf of the City. Motion carried.

KANSAS DEPARTMENT OF TRANSPORTATION - SUPPLEMENTAL AGREEMENT NO. 2 – On motion of Gray, seconded by Ketterman, the Governing Body approved Supplemental Agreement No. 2 between the City of Pittsburg and the Kansas Department of Transportation regarding the construction of the East/West Connector Hiking and Biking Trail. Motion carried.

CHILDREN'S ADVOCACY AWARD – Police Sergeant Tim Tompkins announced that the City of Pittsburg was recently awarded the Governor's Award for Exemplary Service to Children and Families.

EXECUTIVE SESSION - On motion of Johnson, seconded by Murnan, the Governing Body recessed into Executive Session not to exceed 30 minutes for discussion regarding personnel matters of nonelected personnel. Motion carried.

The Governing Body recessed into Executive Session at 5:59 p.m.

The Governing Body reconvened into Regular Session at 6:29 p.m.

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

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 10th, 2015

EXECUTIVE SESSION - On motion of Gray, seconded by Johnson, the Governing Body recessed into Executive Session not to exceed 15 minutes for discussion regarding personnel matters of nonelected personnel. Motion carried.

The Governing Body recessed into Executive Session at 6:29 p.m.

The Governing Body reconvened into Regular Session at 6:43 p.m.

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

ADJOURNMENT: On motion of Murnan, seconded by Johnson, the Governing Body adjourned the meeting at 6:44 p.m. Motion carried.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk



COMMUNITY DEVELOPMENT
PITTSBURG PUBLIC HOUSING
603 N. PINE · Pittsburg KS 66762

(620) 232-1210
www.pittks.org
FAX: (620) 232-1210

INTEROFFICE MEMORANDUM

To: Daron Hall
From: Becky Gray, Director of Community Development and Housing
CC: Tammy Nagel
Date: November 19, 2015
Subject: Tenant Based Rental Assistance Grant Acceptance

The City of Pittsburg has been awarded \$100,000 by the Kansas Housing Resources Corporation to administer the Tenant Based Rental Assistance grant as described in our application, which the City Commission authorized submission of in June of this year.

This funding is central to our community's Housing First model of homeless services provision, and plays an integral role in the community wide collaboration to address homelessness. In this model, people who are considered literally homeless are placed into housing as quickly as possible, with the understanding that whatever issues they are facing that led to their homelessness will be best addressed after they are stabilized and safe. Along with providing housing, this model stresses the importance of linking the participants with community resources to ensure they maintain stability, improve their family's outcomes, and prevent repeated episodes of homelessness. In addition, we are working to eliminate barriers to housing experienced by low-income households, whether or not experiencing homelessness. One of these barriers is an inability to pay rental housing security deposits.

In all, the \$100,000 will be used to provide utility deposit, rental deposit, and rental subsidy to households experiencing homelessness as well as security deposits for non-homeless low-income households. We project serving a total of 60 individuals, including children, with these funds.

Participants in this program will simultaneously apply for Section 8 subsidy, and only use the TBRA funding to fill the gap between homelessness and HUD Section 8. Please place the contracts for this year's award on the agenda for the City Commission's review and approval. The grant agreements have been sent to the City Clerk for processing.

October 23, 2015

Chuck Munsell, Mayor
City of Pittsburg
603 N. Pine
Pittsburg, KS 66762

Re: TBRA Grant M-15-SG-20-0180

Dear Mr. Munsell:

Enclosed you will find the 2015 TBRA Grant award agreement between City of Pittsburg and Kansas Housing Resources Corporation.

The following grant award documents are enclosed:

- Grant Agreement
- Description of Activities
- Authorized Signature Designation Form
- Authorization form for electronic deposit

Be sure to check the Activities Description page to ensure that all of your agency's TBRA Program activities are listed. Grantees may not conduct a TBRA funded activity unless it is indicated on the grantee's activity summary page. Rental assistance, security deposits and utility deposits must be clearly indicated.

Please sign both copies of the grant agreement and have both notarized. Return the two copies with all pages enclosed as soon as possible. KHRC will then sign and notarize both originals, and return one executed agreement.

Please be aware that HOME funding is subject to Congressional appropriations, and that the program's future is uncertain. The senate appropriations committee has recommended significant reduction in HOME. Therefore, grantees need to make certain they do not over commit.

Thank you for your active participation in the Tenant Based Rental Assistance Program.

Sincerely,



Christine Reimler
Director, HOME Program

Kansas Housing Resources Corporation

Home Investment Partnerships Program
Authorized Signature Designation Form

City of Pittsburg
Organization Name

603 N. Pine, Pittsburg, KS 66762
Address

M-15-SG-20-0180
Grant Number

48-6041003
Agency Tax ID Number

Authorizing Official Signature Date

Mayor, City of Pittsburg
Title

tammy.nagel@pittks.org
e-mail Address

The following person(s) are approved to sign any request or reports submitted to the KHRC relative to the HOME TBRA Program.

1. Lacie Cottrell
Print Name

Lacie Cottrell
Signature

Community Development & Public Housing Manager
Title

lacie.cottrell@pittks.org
e-mail address
2. Jamie Clarkson
Print Name

Jamie Clarkson
Signature

Director of Finance
Title

jamie.clarkson@pittks.org
e-mail address
3. Becky Gray
Print Name

Becky Gray
Signature

Director of Housing & Community Development
Title

becky.gray@pittks.org
e-mail address

HOME Investment Partnerships Program
State of Kansas
CFDA No. 14.239

Grant Agreement No. M-15-SG-20-0180

By and between the

Kansas Housing Resources Corporation (KHRC)

And

City of Pittsburg
DUNS No: 030662175

I. Grant Agreement

- A. This Grant Agreement, hereinafter called "Agreement" is between the **Kansas Housing Resources Corporation**, hereinafter called "**Corporation**" and **City of Pittsburg** hereinafter called the "Grantee." This Agreement consists of the body and the following attachment, which is incorporated herein:
Attachment A –Description of Activities.
- B. Together, they embody the entire Agreement between the Corporation and Grantee with the respect to this grant program. All prior agreements, representations, statements, negotiations, and understandings with respect to this program are superseded hereby.

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title II of the *National Affordable Housing Act of 1990*, hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department has elected to administer the federal program of *HOME Investment Partnerships Program*, hereinafter called "HOME."
- B. The Corporation, in accordance with provisions of *K.S.A. 74-50001 et seq.*, hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's HOME Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the Attachment A and in compliance with the requirements of 24 CFR Part 92 and all State and Corporation Tenant Based Rental Assistance program requirements and policies.

IV. Period of Performance & Commitment

- A. The period of performance for all activities assisted by this Agreement shall commence on **November 15, 2015**, hereinafter called the "Commencement Date," and shall be complete on **November 1, 2018**, hereinafter called the "Completion Date," except those activities required for closeout.

- B. All FFY 2015 funds must be committed to projects according to the HOME Rule by November 1, 2017, hereinafter called the "Commitment Date."

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Corporation shall provide the Grantee a total of **\$100,000** in Federal HOME funds. In addition, an administrative fee of 7% of the funds drawn will be provided. Such HOME funds shall be used by the Grantee in accordance with the activities listed and budgeted on Attachment A. Administrative funds will be disbursed for actual costs incurred in the administration of this contract. Documentation that supports the utilization of administrative funds must be maintained.
- B. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$100,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the responsibility of the Grantee.
- C. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Corporation may terminate or amend this Agreement and will not be obligated to pay the Grantee from State Revenues.
- D. The Grantee shall not anticipate future funding from the Corporation beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Corporation to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the Corporation and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement. Grantee's liability to indemnify the Corporation and its officers and employees shall include liability arising from lead-based paint regulations found in 24 CFR 35.

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractor) under the direct supervision of the Grantee and in accordance with the terms of written contracts.
- B. The grantee shall adhere to the TBRA Administrative Plan submitted by the Grantee and approved by the Corporation. Any changes to the TBRA Administrative Plan must be submitted by the Grantee and approved by the Corporation prior to implementation.
- C. A certified HQS inspector shall perform all initial, annual, periodic and/or special unit inspections. Inspections shall be in accordance with guidelines provided in 24 CFR 982.401.
- D. The grantee shall adhere to lead based paint program requirements for all units. This requirement applies to tenants requesting security/utility deposits as well as to those applying for rental assistance coupons. During initial and periodic inspections, an inspector acting on the behalf of the designated party and trained in visual assessment for deteriorated paint surfaces in accordance with procedures established by HUD shall conduct a visual assessment of all painted surfaces in order to identify any deteriorated paint (24 CFR Part 35.1215 (a)(1)). The visual assessment must take place as part of the initial and periodic inspections required by HUD. (24 CFR Part 35, Sec. 92.209(i)). TBRA funding cannot be provided until the unit passes the lead based paint visual inspection.

- E. If assisted occupancy has commenced prior to an annual or periodic inspection, and the visual inspection reveals deteriorated lead-based paint, the owner shall stabilize each deteriorated paint surface in accordance with 24 CFR Part 35.1330(a) and (b). Such paint stabilization must be completed within 30 days of notification to the owner of the results of the visual assessment. Depending upon the scope of the work undertaken to stabilize the paint, and if necessary, the owner at his/her expense, is responsible for relocating the tenants to a comparable, safe, and sanitary dwelling free of lead-based paint while the work is taking place. Paint stabilization is considered complete when clearance is achieved in accordance with 24 CFR Part 35.1340. The owner shall provide a notice to occupants in accordance with 24 CFR 35.125(b)(1) and (c) describing the results of the clearance examination.
- F. The grantee shall provide lead based paint disclosure information to all tenants and landlords. Optional blood level verification forms will be provided to tenants with children under age 6 who have selected units that were constructed prior to 1978. Addresses of tenants with children under age 6 living in pre-1978 structures will be provided to the Local Health Department quarterly. (Refer to the attached 24 CFR 35.1225)
- G. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of part or the entire program being assisted under this grant.
- H. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- I. The Grantee shall adhere to the uniform administrative requirements of 24 CFR 92.505.
- J. Pursuant to the requirements of Appendix II to 2 CFR Part 200, The Grantee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

VIII. **Program Costs**

- A. The Grantee, if not environmentally exempt, shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Corporation has issued the "Notice of Release of Funds."
- B. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this Agreement is not duly executed by the Grantee, the Corporation shall be under no obligation to pay the Grantee for any costs incurred or monies spent in conjunction with program activities, or to otherwise pay for any activities performed during such period.
- C. At any time during the period of performance under this Agreement, the Corporation may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Corporation shall disallow any items of expense not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.

IX. **Drawdown of Grant Funds**

- A. The Grantee shall be entitled to drawdown funds at the time the funds are actually needed for payment. Funds are to be drawn for immediate cash needs only, as required in U.S. Department of Treasury Circular 1075. The Grantee shall not issue TBRA to a beneficiary until such time as all project set-up information has been received and entered into the Integrated Disbursement Information System (IDIS).
- B. The Grantee shall establish procedures to ensure that any funds set forth in (A) above shall be expended within fifteen (15) days of receipt of the funds in the electronic depository account.

X. **Depositories for Program Funds**

- A. The Grantee must establish, or have established, an account in a local financial institution for the receipt, deposit, and disbursement of HOME Program funds.
- B. The local account shall also be used for the deposit and disbursement of repayments of HOME funds. TBRA and security deposit program repayments of HOME funds must be refunded to the Corporation for return to HUD. Program income must be disbursed prior to requesting HOME funds from the Corporation.

XI. **Financial Management**

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds used in the HOME Program, and follow the requirements of 24 CFR 85.20 and 2 CFR 200, respectively.
- B. Grantees shall certify to the Corporation, in writing, prior to making the first drawdown of funds that the system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the HOME Program;
 - 2. Provision for accurate, current, and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Corporation.
 - 6. Compliance with the Corporation audit requirements (2 CFR 200); and,
 - 7. Consistency with generally accepted accounting principles or other basis of accounting as specified by the Kansas Department of Administration, if applicable, and 24 CFR 85.20.
- C. Grantees shall transfer to the Corporation any HOME funds on hand at the time of expiration of this Agreement, and any accounts receivable attributable to the use of HOME funds, as required in 24 CFR 92.503.

XII. **Program Income**

The Grantee shall retain any repayment, interest, and any other return on the investment of HOME funds to be used for additional eligible activities under this Agreement.

XIII. **Recordkeeping**

The Grantee shall establish and maintain sufficient records for five years to enable the Corporation to determine whether the Grantee has met the requirements of the HOME Program. The Grantee shall follow the guidelines in 24 CFR 92.508.

XIV. **Monitoring and Reporting**

- A. The Grantee shall monitor the activities of the HOME Program, including those of the contractors and subcontractors, to assure that all program requirements are being met. The Grantee shall establish and maintain a standard procedure for internal monitoring.

- B. The Grantee shall submit quarterly progress reports to the Corporation. The reporting periods consist of **October/November/December, January/February/March, April/May/June, and July/August/September**. *Quarterly Progress Reports* are to be submitted to the Corporation on or before ten (10) days after the end of each quarter (**April 10, July 10, October 10, and January 10**). A *Quarterly Progress Report* shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. A *Grant Completion Report* is required of the Grantee within 60 days of the final payment request.
- C. From time to time, as requested in writing by the Corporation, the Grantee shall submit such data and other information as the Corporation may require.
- D. Failure to report as required or respond to requests for data or information in a timely manner shall be grounds for suspension or termination of the Grant at the discretion of the Corporation.

XV. **Procurement Procedures**

- A. The Grantee shall use established procurement procedures, which reflect applicable State and local law and regulations, and the Corporation's Procedures for the establishment of procurement systems (24 CFR 84.40-84.48).
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.
- C. The Grantee shall abide by the requirements of 24 CFR 24.200 and 2 CFR 200 Appendix II (H) concerning debarment and suspension on procurement procedures.

XVI. **Program Closeout**

- A. Program Closeout is the process by which the Corporation determines that all applicable actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Corporation monitoring visits must be cleared prior to closeout.
- B. Program closeout will occur when all grantee projects are closed, when the *Grant Completion Report* is received within 60 days of the final drawdown, when audits for the appropriate time periods have been conducted, and when the audit reports have been submitted and accepted by the Corporation.

XVII. **Termination for Convenience**

- A. The Corporation or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
- C. If a project is terminated before its completion, an amount equal to the HOME funds disbursed for the project must be paid by the HOME recipient to its HOME Investment Trust Fund. Such Funds are due to the Corporation within 30 days of the date of project cancellation. Such funds shall be returned to HUD by the Corporation in compliance with HUD Notice CPD 92-18, issued June 9, 1992.

XVIII. **Suspension or Termination-for Cause**

- A. The Corporation may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee, withhold further payments or prohibit the Grantee from incurring

additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Corporation to terminate the grant.

- B. The Corporation, after reasonable notice following procedures pursuant to Section XVIII (A) of this Agreement, may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Corporation shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date.

XIX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the organization/grant. All audits must be performed by an independent auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) shall be conducted in accordance with the requirements set forth in 2 CFR 200.
 - 1. If the Grantee expends \$750,000 or more of federal awards during the local fiscal year, a single audit is required in accordance with 2 CFR 200.501.
 - 2. If the Grantee expends more than \$25,000 but less than \$750,000 of federal awards during the local fiscal year, the grantee has the option of a single audit, or a program-specific audit conducted on a fiscal year basis, as required in 24 CFR Part 84.26 and 85.26. The program-specific audit must include a schedule of expenditures of federal awards.
- C. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than nine months after the end of the audit period unless agreed to by the Corporation.
- D. If any expenditures are disallowed as a result of an audit, the obligation for reimbursement to the U.S. Treasury shall rest with the Grantee.

XX. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Corporation's Procedures and in accordance with 24 CFR 85.42 and 24 CFR 92.508.
- B. Authorized representatives of the Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and receipt of assistance under the HOME Program as may be necessary to make audits, examinations, excerpts, and transcripts.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXI. Conflict of Interest

- A. In the procurement of supplies, equipment, construction, and services by Grantees and subgrantees, the conflict of interest provisions at 2 CFR 200.112, and 24 CFR 85.36, respectively, shall apply. In all cases not governed by the provisions of said circular and regulation, the provisions of subsection (B) and 24 CFR 92.356 (b) shall apply.
- B. No member of the Governing Body, officers or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this

Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.

- C. The Grantee shall incorporate, or cause to be incorporated in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Corporation.

XXII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by the reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provision to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties. Grantee will conduct and administer the grant in conformity with 24 CFR 92.350.

XXIII. Lobbying

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

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

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

XXIV. Waiver of Enforcement

No waiver by the Corporation of the right to enforce any provision of this Agreement shall be deemed a waiver of the right to enforce each and all the provisions hereof.

XXV. Revisions and Amendments and Approvals

- A. Any changes to this Agreement shall constitute an amendment.
- B. The Grantee shall notify the Corporation if, through the use of other funds, there is an intention to expand, enhance, or add to the scope of the program, covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas, or activities of this program. The Corporation reserves the right to require an amendment to this Agreement if such is deemed necessary.

C. Amendments of the terms of this Agreement shall not become effective unless reduced to writing, numbered, and signed by the Corporation and the duly authorized representative of the Grantee.

XXVI. Contractual Provisions Attachment

The provisions found in Contractual Provisions Attachment, which is attached hereto.

Dated by the Corporation this _____ day of _____, 20__

KANSAS HOUSING RESOURCES CORPORATION

By: _____
Dennis L. Mesa
Executive Director
Kansas Housing Resources Corporation

Notary Public:
State of Kansas)
) ss.
County of Shawnee)

Subscribed and sworn to before me on this _____ day of _____, 20__

Notary Public

GRANTEE

City of Pittsburg

By: _____
Signature of Authorizing Official

Printed Name and Title of Authorizing Official for Grantee

Notary Public:
State of Kansas)
) ss.
County of _____)

Subscribed and sworn to before me on this _____ day of _____, 20__

Notary Public

INTEROFFICE MEMORANDUM

To: City Manager Daron Hall

From: Chief Mendy Hulvey
Lieutenant Tim Tompkins

CC:

Date: Wednesday, November 18, 2015

Subject: Disposition of Bids for Towing Contract

Bids were solicited from interested towing companies to perform towing services for vehicles towed by the police department in conjunction with law enforcement activities, and for certain vehicles owned by the City of Pittsburg. Pursuant to the bid request, two bids for towing services were received by the submission deadline of Tuesday, November 17th. The bids were opened and reviewed according to City of Pittsburg bid policy. Following is a summation of those bids:

Bean's Towing and Auto Body, Weir, Kansas

Price per tow: \$65.00
Storage per day: \$12.50

Larry Barrett Body Frame and Towing, Pittsburg, Kansas

Price per tow: \$125.00
Storage per day: \$20.00

Bean's Towing and Auto Body is the current holder of the Exclusive City tow contract. The City is current paying \$85 per tow, and \$15 per day for storage fees. The current contract began on January 1, 2014 and will expire on December 31, 2015. Based on the bids submitted, staff would recommend awarding the bid for contact towing services for the period of January 1, 2016 through December 31, 2017 to Bean's Towing and Auto Body based on their low submitted bid. Should you have any questions on staff's recommendation, please contact me.



**Recapitulation of Bids Received
2016 – 2017 Exclusive Tow Service
Tuesday, November 17th, 2015 - 2:00 p.m.**

Name and Address of Bidder	Price Per Tow	Daily Storage Fee
Bean's Towing & Auto Body 9463 NE 50th Street Weir, Kansas 66781	\$65.00	\$12.50
Larry Barrett Body * Frame * Towing 1601 East 27th Street Terrace Pittsburg, Kansas 66762	\$125.00	\$20.00



CITY CLERK

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: JOYE VANGORDEN
Deputy City Clerk

DATE: November 18, 2015

SUBJECT: Agenda Item – November 24, 2015
Disposition of Bids
Elevator Maintenance Contract for City of Pittsburg Facilities

Bids were received on November 17th, 2015, for the maintenance contract for all elevators/lifts in the City of Pittsburg system. This contract covers five hydraulic passenger elevators (one at City Hall, one at Fire Station No. 1, one at the Law Enforcement Center, and two at Memorial Auditorium), one hydraulic freight elevator at the Water Treatment Plant, and one stage lift at the Memorial Auditorium for a three-year time period. Bid notices were sent to the authorized dealers in our area, as well as advertised in The Morning Sun and on the City's web page.

The City received three bids. ThyssenKrupp Elevator of Ozark, Missouri, submitted the low bid meeting specifications in the amount of \$11,004 per year. Our current contract is with KONE, Inc. of Springfield, Missouri, for an annual amount of \$11,016.

Please place this item on the agenda for the November 24th, 2015, City Commission meeting. Action needed is review of the recommendation to award the bid to the low bidder meeting specifications, ThyssenKrupp Elevator for an annual charge of \$11,004 and, if awarded, authorization for the Mayor to sign the appropriate documents on behalf of the City.

Attachment: Bid Tab Sheet



Bid Recapitulation Sheet
Elevator and Lift Maintenance
Tuesday, November 17th, 2015 - 2:00 p.m.
City Hall Conference Room

Name and Address of Bidder	Total Annual Charge for All Services Specified
Minnesota Elevator, Inc. 1144 Booth Street Kansas City, Kansas 66103	\$11,808.00
KONE, Inc. 211 Union, Suite D Springfield, Missouri 65802	\$11,016.00
ThyssenKrupp Elevator 5247 N. 23rd Street Ozark, Missouri 65721	\$11,004.00

INTEROFFICE MEMORANDUM

To: DARON HALL
CITY MANAGER

From: KIM VOGEL
DIRECTOR OF PARKS AND RECREATION

CC: TAMMY NAGEL
CITY CLERK

Date: NOVEMBER 17, 2015

Subject: Agenda Item – November 24, 2015
Parks and Recreation Advisory Board Appointments

Doug VanBecelaere has expressed interest in filling a Parks and Recreation Advisory Board vacancy beginning in 2016. Mr. VanBecelaere has spent many years working with children both as a representative on the J.L. Hutchinson League board and as a past staff member of the YMCA. Mr. VanBecelaere coaches youth travel teams in basketball and baseball and serves on the Booster Club at SMC.

Current board members Jerry Waltrip, John Lair Jr. and Todd Loveland are interested in filling second terms on the Parks and Recreation Advisory Board.

In this regard would you place an item on the agenda for the City Commission meeting scheduled for Tuesday, November 24, 2015. Action necessary will be the appoint of Mr. Doug VanBecelaere to a first term and Mr. Jerry Waltrip, Mr. John Lair Jr. and Mr. Todd Loveland to second terms on the Parks and Recreation Advisory Board.

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

Doug VanBecelaere

2108 Timber Lane
620-231-0861
dougout2@cox.net

10/30/2015

Dear Kim Vogel,

I would like to submit my interest in serving on the Pittsburg Parks and Recreation Advisory board. I take pride in saying I'm a lifelong member of this community. My goal is to help in any capacity to ensure that the quality of our city improves for the future of our Children and generations to come.

I have been married for 23 years and have 4 boys that have enjoyed our Parks and recreation facilities. Most of our summer evenings are spent enjoying the activities our Parks offer on a daily basis. I'm currently a board member on the JL Hutchinson baseball league and also a Booster Club member for St. Mary's Colgan High school.

I am the Director of Operations with SilverCreek Medical Reimbursement Solutions. I earned a Bachelor's degree in Business Management and I have 22 years of management experience with 5 years of experience as a Director. I would like to contribute and would be honored if I could serve on the Advisory Board.

Warm regards,

Doug VanBecelaere



Economic Development

201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762

620-231-4100
www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Director of Economic Development

DATE: November 6th, 2015

SUBJECT: Agenda Item – November 24th, 2015
Appointment/Reappointment to the Economic Development
Advisory Committee

The terms of Economic Development Advisory Committee (EDAC) members Brian Pinamonti (unexpired term), Pat Cedeno (first term), Kyle Fleming (first term), and Mark Werner (second term) will expire on December 31st, 2015.

Mr. Pinamonti is eligible for reappointment and has expressed a desire to be appointed to a first term. Mr. Cedeno and Mr. Fleming are eligible for reappointment and have expressed a desire to serve second terms. Mr. Werner is not eligible for an additional term.

Pittsburg resident Susan Cook has expressed an interest in serving on the Economic Development Advisory Committee and is available to begin serving a three-year term beginning January 1st, 2016.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 24th, 2015. Action being requested is the appointment of Susan Cook and Brian Pinamonti to first terms and the reappointment of Pat Cedeno and Kyle Fleming to second terms as members of the Economic Development Advisory Committee effective January 1st, 2016, and to expire on December 31st, 2018.

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



DEPARTMENT OF PUBLIC WORKS
201 West 4th Street · Pittsburg KS
66762

(620) 231-4100
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TROY GRAHAM
Director of Public Works/City Planner

DATE: November 18, 2015

SUBJECT: Agenda Item – November 24, 2015
Appointment to the Planning and Zoning Commission

The terms of Patty Horgan, Michael Swartz, and Brian Sullivan as members of the Planning and Zoning Commission expire on December 31st, 2015. Mrs. Horgan and Mr. Swartz are serving a first term and are eligible for reappointment and have expressed a desire to serve again. Mr. Sullivan is serving his second term and will not be eligible for reappointment.

In soliciting individuals who might be interested in serving on the Commission, Mike Creel has indicated he would be interested in serving. Mr. Creel has served on the Planning and Zoning Commission in the past and would like to be considered for appointment to the Commission. Mr. Creel has been involved with commercial real estate development since 1956. He is currently the President of Creel Enterprises (commercial real estate development) and Ace Enterprises, Inc. (commercial real estate). Mr. Creel previously served on the Planning and Zoning Commission, the first time from June 1, 1994 to May 31, 1997 and then two 3-year terms from June 1, 1999 to December 31, 2004. Mr. Creel has also served as a member of the Crawford County Planning and Zoning Commission. He indicated that he enjoyed being involved in the planning and development of Pittsburg and would like very much to be a part of this process again. Mr. Creel currently lives at 1803 North Home in Pittsburg, Kansas.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 24th, 2015. Action being requested is reappointment of Mrs. Horgan to a second term effective January 1st, 2016 and to expire December 31st, 2018; reappointment of Mr. Swartz to a second term effective January 1st, 2016 and to expire December 31st, 2018; and the appointment of Mr. Creel to serve a first term effective January 1st, 2016 and to expire December 31st, 2018.

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



DEPARTMENT OF PUBLIC WORKS
201 West 4th Street · Pittsburg KS
66762

(620) 231-4100
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: TROY GRAHAM
Assistant Director of Public Works

DATE: November 24, 2015

SUBJECT: Agenda Item – November 24, 2015
Appointment to the Board of Zoning Appeals

The term of Tim Kundiger as a member of the Board of Zoning Appeals will expire on December 31st, 2015. Mr. Kundiger is serving his first term and is eligible for reappointment and has expressed a desire to serve again.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 24th, 2015. Action being requested is the reappointment of Mr. Kundiger to a second term effective January 1st, 2016 and to expire December 31st, 2018.

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



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Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: November 18, 2015

SUBJECT: Agenda Item – November 24, 2015
Appointment to Airport Advisory Committee

The terms of Nathan Keizer, Ron Long, and Jerry Waltrip as members of the Airport Advisory Committee will expire on December 31st, 2015. Mr. Waltrip is currently serving his first term on the committee and is eligible for reappointment and has expressed a desire to serve again. Mr. Keizer and Mr. Long are completing their second consecutive terms and will not be eligible for reappointment.

By Ordinance, this Committee shall consist of seven members, five of whom shall be users of the airport and two of whom shall be non-users. Since Mr. Keizer and Mr. Long served in the capacity as users, it will be necessary to appoint two individuals who are also users of the airport. In soliciting individuals who might be interested in serving on the Committee, Sean Ensz and Tom Reed have expressed an interest in serving. Attached are their biographies.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 24th, 2015. Action being requested is the appointment of Mr. Ensz and Mr. Reed as users to serve on the Airport Advisory Committee to a three year term effective January 1st, 2016 and set to expire December 31st, 2018; and the reappointment of Mr. Waltrip to a second three year term effective January 1st, 2016 and set to expire December 31st, 2018.

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

Attachment: Candidate Biographies

Candidates for Appointment
to the
Airport Advisory Committee

USERS:

SEAN ENSZ

Mr. Enszt's love for aviation started when he was very young. Growing up near the Air Capital, he had the opportunity to tour manufacturers and make trips to McConnell Air Force Base for every open house. That love led him to begin a degree toward aerospace engineering and finish with an Airway Science Degree from Kansas State University. Mr. Enszt was then employed by KSU for several years as an instructor before taking an air ambulance job in Western Kansas. In May of 2005, he was given the opportunity to move to Pittsburg to work as a Corporate Pilot for Names and Numbers. Over the last 8 ½ years, the department has grown and has seen multiple positive changes at the Atkinson Municipal Airport. Mr. Enszt indicated that the Airport is an extremely important part of his life and that he welcomes the opportunity to lend perspective to the Airport Advisory Board as it takes steps to improve the Airport for the community.

TOM REED

Mr. Reed has been crazy about airplanes from a very young age. He earned his private license in Northern Ohio in 1978 and flew privately for many years, earning his instrument, commercial and flight instructor ratings along the way. In 2002, he moved to Carthage, Missouri, and worked for Control Vision in Pittsburg, during which he helped develop handheld GPS technology and the first cockpit weather systems using XM weather. During that time, Mr. Reed became very familiar with the aviation industry, the aviation media, avionics technology and he flew various general aviation aircraft from PTS to many points throughout the US. In 2008, he earned his multi-engine rating and began flying corporate aircraft. Today, Mr. Reed is ATP rated and flies several of the business aircraft based at the Atkinson Municipal Airport. In addition to being a user of the airport, he participated in several events held at the airport that promoted aviation and the airport to the local community – especially kids. These events play an important role in making sure the general public and City of Pittsburg understand the value and importance the airport has in the community. In fact, general aviation and the airport have played a major role in the success that many of our local business have enjoyed over the years, allowing them access to customers and businesses across the country without relying on the airlines. Mr. Reed would be very pleased to participate on the Airport Advisory Committee.



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Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

TROY GRAHAM
Assistant Director of Public Works

DEXTER NEISLER
Building Official

DATE: November 18, 2015

SUBJECT: Agenda Item – November 10, 2015
Ordinance No. G-1233 2012 International Mechanical Code
Ordinance No. G-1234 2012 International Fuel Gas Code
Ordinance No. G-1235 2012 Uniform Plumbing Code
Ordinance No. G-1236 2012 Uniform Pool Code
Ordinance No. G-1237 2012 International Fire Code
Ordinance No. G-1238 2012 National Electrical Code
Ordinance No. G-1239 2012 Uniform Sign Code Repeal
Ordinance No. G-1240 2012 International Building Code
Ordinance No. G-1241 2012 International Residential Code
Adoption of Building Code Ordinances

In an effort to bring the City building codes up to current standards, the Building Services Division is proposing the adoption of the following 2012 Building Codes:

2012 International Mechanical Code
2012 International Fuel Gas Code
2012 Uniform Plumbing Code
2012 Uniform Pool Code
2012 International Fire Code
2011 National Electrical Code
2012 Uniform Sign Code Repeal
2012 International Building Code
2012 International Residential Code

Adoption of these Codes will amend Sections 18-25, 18-31-35, 18-61-64, 18-101-102, 18-231-232, 18-261-262, 18-231-232, 18-261-262, 18-291, 18-321, and 34-31-43 of the Pittsburg City Code by adopting by reference the editions of the above listed Codes, prepared, compiled and promulgated as a standard of the International Code Council.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 24, 2015. Action being requested is approval or disapproval of the proposed ordinances on FIRST READING.

Attachments: Ordinance No. G-1233 2012 International Mechanical Code
 Ordinance No. G-1234 2012 International Fuel Gas Code
 Ordinance No. G-1235 2012 Uniform Plumbing Code
 Ordinance No. G-1236 2012 Uniform Pool Code
 Ordinance No. G-1237 2012 International Fire Code
 Ordinance No. G-1238 2012 National Electrical Code
 Ordinance No. G-1239 2012 Uniform Sign Code Repeal
 Ordinance No. G-1240 2012 International Building Code
 Ordinance No. G-1241 2012 International Residential Code

ORDINANCE NO. G-1233

AN ORDINANCE amending Sections 18-231 and 18-232 of the Pittsburg City Code by adopting by reference, the 2012 Edition of The International Mechanical Code (IMC), compiled and promulgated as a standard of the International Code Council (ICC), except such parts or portions thereof as are hereafter inserted, deleted, modified, supplemented or amended by Section 18-232, and repealing Ordinance No. G-1008.

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

Section 1. Section 18-231 of the Pittsburg City Code is hereby amended as follows:

International Mechanical Code Adopted: The International Mechanical Code (I.M.C.) 2012 Edition, prepared, compiled, and promulgated as a Standard of the International Code Council (ICC), of which not less than three (3) copies are on file with the Office of the City Clerk, is hereby adopted and incorporated fully as set forth herein, except such parts or portions thereof as are hereafter deleted, modified, supplemented, or amended by Section 2 and repealing Ordinance No. G-1008.

Section 2. Section 18-232 of the Pittsburg City Code is hereby amended as follows:

Section 18-232 Deletions, Modifications, Supplements or Amendments:

- (a) Section [A] 106.5, 106.5.1, 106.5.2, [A] 108.4, [A] 109, and 301.2 of the 2012 Edition of the International Mechanical Code are deleted.
- (b) All references to the International Existing Building Code, and the International Energy Conservation Code are deleted.
- (c) All references to the ICC Electrical Code are replaced with the National Electric Code (NEC) as adopted by the City of Pittsburg.
- (d) All references to the International Plumbing Code shall be replaced with the Uniform Plumbing Code (UPC), 2012 Edition, as adopted by the City of Pittsburg.
- (e) Section [A] 101.1 of the 2012 Edition of the International Mechanical Code title is hereby amended as follows:

[A] 101.1 Title. These regulations shall be known as the Mechanical Code of the City of Pittsburg, hereinafter referred as “this code”.
- (f) Section [A] 103 of the 2012 Edition of the International Mechanical Code is hereby amended as follows:

103.1 **Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint deputies. Such employees shall have powers as delegated by the Building Official.

103.2 **Liability.** The Building Official or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in any action, suit or proceeding instituted for the good faith discharge of duties under the provisions of this code.

(g) Section 106.5.1.1 of the 2012 Edition of the International Mechanical Code is hereby amended as follows:

106.5.1.1 Work commencing before permit issuance. Any person who commences work on a mechanical system before obtaining the necessary permits shall be subject to double the fee as set forth in the table established per the current fee schedule adopted by the City of Pittsburg.

(h) Section 106.5.2 of the 2012 Edition of the International Mechanical Code is hereby amended as follows:

106.5.1.2 The fees for mechanical work shall be as indicated by the current adopted fee schedule of the City of Pittsburg.

(i) Section 108.4 Violations of the 2012 Edition of the International Mechanical Code is hereby amended as follows:

108.4 Violations. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the City, or cause the same to be done, contrary to or in violation of any of the provisions of this code. Any person, firm or corporation violating any of the provisions of this code shall be deemed guilty of a misdemeanor, punishable as prescribed by Sec. 1-7 of the City Code, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed,

continue or permitted and, upon conviction of any such violation, such person shall be guilty of an offense.

Section 3. Ordinance Number G-1008 and any other Ordinances of the City in conflict with the provisions set forth herein are repealed.

Section 3. This ordinance shall take effect and be in force on January 1, 2016 and after having been passed and published in the City's official newspaper.

APPROVED this _____ day of _____, 2015.

Mayor - Chuck Munsell

ATTEST:

City Clerk - Tammy Nagel

(Published in The Morning Sun _____, 2015)

ORDINANCE NO. G-1234

AN ORDINANCE amending Section 18-25 of the Pittsburg City Code by adopting by reference the 2012 Edition of the International Fuel Gas Code (IFGC), prepared, compiled and promulgated as a standard of the International Code Council (ICC) and repealing Ordinance No. G-1009 of the City of Pittsburg, Kansas.

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

Section 1. Section 18-25 of the Pittsburg City Code is hereby amended as follows:
International Fuel Gas Code Adopted.

The International Fuel Gas Code (IFGC), 2012 Edition, prepared, compiled and promulgated as a standard of the International Code Council (ICC), of which not less than three (3) copies are on file with the Office of the City Clerk, is hereby adopted and incorporated by reference as fully set forth herein.

Section 2. Ordinance No. G-1009 and any other Ordinances of the City in conflict with the provisions set forth herein are hereby repealed.

Section 3. This ordinance shall take effect and be in force on January 1, 2016 and after having been passed and published in the City's official newspaper.

APPROVED this _____ day of _____, 2015.

Mayor - Chuck Munsell

ATTEST:

City Clerk - Tammy Nagel

ORDINANCE NO. G-1235

AN ORDINANCE amending Section 18-261 and Section 18-262 of the Pittsburg City Code by adopting by reference the 2012 Edition of The Uniform Plumbing Code and Appendices A, B, D, E, G, H, I, and J and the installation, repair and maintenance methods specified therein as standards of the International Association of Plumbing and Mechanical Officials, save and except such parts or portions as deleted, modified, supplemented or amended by Section 18-262 and repealing Ordinance No. G-1010.

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

Section 1. Section 18-261 of the Pittsburg City Code is hereby amended to read as follows:

Uniform Plumbing Code Adopted: The Uniform Plumbing Code (U.P.C.), 2012 Edition, including Appendices A, B, D, E, G, H, I, and J and the installation, repair, and maintenance methods specified therein as Standards of the International Association of Plumbing and Mechanical Officials, of which not less than three (3) copies are on file in the Office of the City Clerk, is hereby adopted by reference and incorporated fully as set forth herein, except only such parts or portions thereof as are hereinafter deleted, modified, supplemented or amended by Section 2 of this Ordinance.

Section 2. Section 18-262 of the Pittsburg City Code is hereby amended to read as follows:

Sec. 18-262 Deletions, Modifications, Supplements and Amendments:

(a) Section 102.3 of the 2012 Edition of the Uniform Plumbing Code is hereby amended as follows:

Section 102.3 of the 2012 Uniform Plumbing Code is hereby deleted and replaced by provisions of the City Code Sec. 18-70, Section 113 in which are incorporated herein and shall be enforceable as part of this Ordinance.

(b) Section 103.4 of the 2012 Edition of the Uniform Plumbing Code is hereby amended as follows:

Section 103.4 is hereby modified and replaced by the current adopted fee schedule of the City of Pittsburg.

(c) Section 203 of the 2012 Edition of the Uniform Plumbing Code is hereby amended as follows:

Section 203.0 Authority Having Jurisdiction. The organization, office, or individual responsible for enforcing the requirements of a code or standard, or approving equipment, materials, installation, or procedures. The Authority Having Jurisdiction shall be the Building Official of the City of Pittsburg.

(d) **Section 318** of the 2012 Edition of the Uniform Plumbing Code is hereby amended as follows:

318.0 Test Gauges.

318.1 General. Tests in accordance with this code, which are performed utilizing dial gauges, shall be limited to gauges having the following pressure graduations or incriminations.

318.2 Required pressure tests of twenty (20) pounds or less shall be performed with gauges of one (1) pound incrimination or less with test gauges not exceeding a pressure range of thirty (30) pounds.

318.3 Required pressure test exceeding twenty (20) pounds but less or equal than one hundred (100) pounds shall be performed with gauges of one (1) pound incrimination or less.

(e) **Section 422.2.1 Minimum Number of Required Fixtures** of the 2012 Edition of the Uniform Plumbing Code is hereby created by adding the following exception:

Exception: For existing buildings only, the number of required plumbing fixtures may be determined as per the requirements of the International Building Code (IBC).

(f) **Section 604.0 Materials** of the 2012 Edition of the Uniform Plumbing Code is hereby amended as follows:

604.2 Copper tube for water piping shall have a weight of not less than Type L.

(g) **Section 605.3.4** of the 2012 Edition of the Uniform Plumbing Code is hereby amended by adding sub-section 605.3.4.1 to read as follows:

605.3.4.1 Underground Joints. All underground joints if soldered or brazed shall be silver soldered with solder that contains no less than fifteen (15) percent silver or its equivalent.

(h) **Section 609.0 Installation, Testing, Unions, and Location** of the 2012 Edition of the Uniform Plumbing Code is hereby amended by adding the following subsection to read as follows:

609.1.1 All water service piping installed outside of the building shall have a minimum cover of not less than thirty (30) inches.

(i) **Section 609.2 Trenches** of the 2012 Edition of the Uniform Plumbing Code is hereby amended as follows::

Water pipes shall not be run or laid in the same trench as building sewer when laid outside of building. If they are, one of the following conditions shall be met:

- (1) The bottom of the water pipe, shall be not less than 12” above the top of the sewer or drain line.
- (2) The water pipe shall be placed on a solid shelf excavated at one side of the common trench with a clear horizontal distance of not less than 12 inches from the sewer or drain line
- (3) There shall be a minimum of 18 inches of undisturbed earth between water and sewer.

Water pipes crossing sewer or drainage piping shall be laid not less than 12 inches above the sewer or drain pipe laid outside of building.

(j) **Section 609.3 Under Concrete Slab** of the 2012 Edition of the Uniform Plumbing Code is hereby amended as follows:

- (1) Pex and other approved nonmetallic pipe shall be installed without joints.

(k) **Section 712.1 Media**, of the 2012 Edition of the Uniform Plumbing Code is hereby amended as follows:

712.1 Media. The piping of the plumbing, drainage, and venting systems shall be tested with water or air.

The Authority Having Jurisdiction may require the removal of any cleanouts, etc., to ascertain whether the pressure has reached all parts of the system. After the plumbing fixtures have been set and their traps filled with water or air, they shall be submitted to a final test.

(l) **Section 715.0 Building Sewer Materials** of the 2012 Edition of the Uniform Plumbing Code is hereby amended as follows:

715.1 Shall be amended to read as follows:

715.1 Materials. The building sewer, beginning 2 feet (610 mm) from a building or structure, shall be a minimum of Schedule 40 pipe or other approved material, SDR 35 is not an approved material.

(m) **Section 724.0 Repairs and Alterations** of the 2012 Edition of the Uniform Plumbing Code is hereby amended as follows:

724.1 In existing buildings or premises in which plumbing installations are to be altered, repaired, or renovated, deviations from the provisions of this code are permitted, provided such deviations are found to be necessary and are first approved by the Building Official or designee thereof.

724.2 Existing building sewers and building drains may be used in connection with alterations and or additions, but no existing building sewer

shall be used for a new structure where an existing structure is removed or demolished. On a lot where a structure is removed, the existing building sewer shall be plugged-off within five (5) feet of the property line.

Exception: An existing building sewer may be used when such building sewer has been cleaned, video inspected and written verification is to the Building Official or designee thereof stating that the existing sewer is safe, is in a sanitary condition, is of approved materials, and is of sufficient size for the new proposed drainage fixture unit load.

(n) **Section 807.4 Domestic Dishwashing Machine** of the 2012 Edition of the Uniform Plumbing Code is hereby amended by adding the following exception:

Exception: Domestic dishwashers may be installed without an air-gap fitting on the discharge side of the dishwashing machine provided the waste hose is securely supported to the bottom side of the counter top.

(o) **Section 902.0 Vents Not Required**, of the 2012 Edition of the Uniform Plumbing Code is hereby amended by adding the following section:

902.3 Where permitted by the Building Official or designee thereof, vent piping may be omitted on floor drains not exceeding fifteen (15) feet of developed length when used as condensate receptors in one and two family dwellings.

(p) **Chapter 9, Vents** of the 2012 Edition of the Uniform Plumbing Code is hereby amended by adding the following subsection:

905.7 When structural and impractical conditions exist within an existing building, an approved auto vent may be installed with prior approval from the Building Official or designee thereof. Such auto vent shall serve only one and two drainage fixture units. At no time shall an auto vent be used in a concealed location nor located in spaces utilized as supply or return air plenums.

(q) **Sections 908.1 Vertical Wet Venting** of the 2012 Edition of the Uniform Plumbing Code is hereby amended by adding an exception to read as follows:

Exception: The horizontal vent for one (1) water closet in a one or two-family dwelling unit(s) may be used as a waste line for one or two lavatories.

(r) **Section 1212.0 Liquefied Petroleum Gas Facilities and Piping** of the 2012 Edition of the Uniform Plumbing Code is hereby amended by adding the following exception:

Exception: Liquefied petroleum gas-burning appliances installed in a single-family dwelling may be installed in a basement, crawl space, garden

level, berm, walk-out basement or similar locations, provided that all of the following safety protection requirements are provided.

- (1) All appliances shall be equipped with listed automatic devices which will shut-off the flow of gas to the pilot and burners in the event of ignition failure.
- (2) A listed gas detector shall be installed according to the manufacturer's installation instructions in the basement or similar locations, which will activate a continuous audible alarm, audible to all areas of the dwelling.

(s) **Appendix H** of the 2012 Edition of the Uniform Plumbing Code is hereby amended to read as follows:

- (1) Private Sewage Disposal Systems shall be installed according to the rules and regulations of the Crawford County Board of Health and KDHE standards.

Section 3. Ordinance Number G-1010 and any other ordinances of the City in conflict with the provisions set forth herein are repealed.

Section 4. This ordinance shall take effect and be in force on January 1, 2016 and after having been passed and published in the City's official newspaper.

APPROVED this _____ day of _____, 2015.

Mayor - Chuck Munsell

ATTEST:

City Clerk - Tammy Nagel

(Published in The Morning Sun _____, 2015)

ORDINANCE NO. G-1236

AN ORDINANCE amending Section 18-321 of the Pittsburg City Code by adopting by reference the 2012 Edition of the Uniform Swimming Pool, Spa, & Hot Tub Code, prepared, compiled and promulgated as a standard of the International Association of Plumbing and Mechanical Officials and repealing Ordinance No. G-471.

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

Section 1. Section 18-321 of the Pittsburg City Code is hereby amended as follows:
Section 18-321 Uniform Swimming Pool, Spa, & Hot Tub Code Adopted.

The Uniform Swimming Pool, Spa, & Hot Tub Code, 2012 Edition, prepared, compiled and promulgated as a standard of the International Association of Plumbing and Mechanical Officials, of which not less than three (3) copies are on file with the Office of the City Clerk, is hereby adopted and incorporated by reference as fully set forth herein.

Section 2. Ordinance No. G-471 and any other ordinance of the City in conflict with the provisions set forth are hereby repealed.

Section 3. This ordinance shall take effect and be in force on January 1, 2016 and after having been passed and published in the City's official newspaper.

APPROVED this _____ day of _____, 2015.

Mayor - Chuck Munsell

ATTEST:

City Clerk - Tammy Nagel

ORDINANCE NO. G-1237

AN ORDINANCE amending Section 34-31 through Section 34-40, Section 34-42 and Section 34-43 of the Pittsburg City Code and adopting by reference the 2012 Edition of the International Fire Code as a standard of the International Code Council (ICC), except such parts or portions thereof as are deleted, modified, supplemented or amended by Section 34-33 through Section 34-40 and repealing Ordinance No. G-1097 of the City of Pittsburg, Kansas.

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

Section 1. Section 34-31 of the Pittsburg City Code is hereby amended as follows:

ARTICLE II. INTERNATIONAL FIRE CODE

Sec. 34-31. Adoption.

There is hereby adopted by the Governing Body for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain code known as International Fire Code, 2012 Edition, published by the International Code Council (ICC), being particularly the 2012 Edition thereof, save and except such portions as are deleted, modified, supplemented or amended in Section 34-40. No fewer than three copies of such International Fire Code, 2012 Edition, shall be marked or stamped "Official Copy as adopted by Ordinance No. G-1237" with all Sections or portions thereof deleted, modified, supplemented or amended clearly marked to show any such deletions or amendments, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. (Code 1975, § 9-101)

State law references: Adoption by reference, K.S.A. 12-3009 et seq., 12-3301 et seq.

Section 2. Section 34-32 of the Pittsburg City Code is hereby amended as follows:

Sec. 34-32. Enforcement.

(a) The International Fire Code, as adopted and amended in Section 34-40 shall be enforced by the Fire Department, which shall be operated under the supervision of the Chief of the Fire Department, who shall be appointed by the City Manager.

(b) The party responsible for the enforcement of the International Fire Code is the Fire Chief or designee. (Code 1975, § 25-201)

Section 3. Section 34-33 of the Pittsburg City Code is hereby amended as follows:

Sec. 34-33. Definitions.

The following words, terms and phrases, when used in the International Fire Code, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Jurisdiction means the City.

(Code 1975, § 9-103)

Cross references: Definitions generally, § 1-2.

Section 4. Section 34-34 of the Pittsburgh City Code is hereby amended as follows:

Sec. 34-34. Flammable or combustible liquids storage.

The limits referred to in Sections 5704.2.9.6 and 5706.2.4.4 of the International Fire Code in which the storage of flammable or combustible liquids is restricted are hereby established as follows: Tanks capable of holding in excess of 500 gallons are prohibited in all zoning districts except those districts zoned industrial unless such tanks are used for agricultural purposes or lawfully existed prior to the adoption of this article. (Code 1975, § 9-104)

Section 5. Section 34-35 of the Pittsburgh City Code is hereby amended as follows:

Sec. 34-35. Liquefied petroleum gases storage.

The limits referred to in Section 6104.2 of the International Fire Code, in which storage of liquefied petroleum gas is restricted, are hereby established as follows: Tanks capable of holding in excess of 500 gallons are prohibited in all zoning districts except those districts zoned industrial and uses lawfully existing prior to the adoption of this article. (Code 1975, § 9-105)

Section 6. Section 34-36 of the Pittsburgh City Code is hereby amended as follows:

Sec. 34-36. Explosives and blasting agent storage.

The limits referred to in Section 5601.1 of the International Fire Code, in which storage of explosives and blasting agents is prohibited, are hereby established as follows: within the City limits. (Code 1975, § 9-106)

Section 7. Section 34-71 of the Pittsburgh City Code is hereby amended as follows:

Sec. 34-37. Compressed natural gas storage.

The limits referred to in Section 5304 of the International Fire Code in which the storage of compressed natural gas storage is prohibited are hereby established as follows: within any residential zoning district and/or CP-4 planned central business district. (Code 1975, § 9-107)

Section 8. Section 34-38 of the Pittsburgh City Code is hereby amended as follows:

Sec. 34-38. Flammable cryogenic fluids storage.

The limits referred to in Section 5504 of the International Fire Code in which the storage of flammable cryogenic fluids in stationary containers is prohibited are hereby established as follows: within the City limits. (Code 1975, § 9-108)

Section 9. Section 34-39 of the Pittsburg City Code is hereby amended as follows:

Sec. 34-39. Hazardous materials storage.

The limits referred to in Section 5004 of the International Fire Code in which the storage of hazardous materials is prohibited is hereby established as follows: all zoning districts except industrial zoned districts. (Code 1975, § 9-109)

Section 10. Section 34-40 of the Pittsburg City Code is hereby amended as follows:

Sec. 34-40. Amendments to the International Fire Code.

The International Fire Code is amended and changed in the following respects:

Section 5601.1.3 is hereby amended to read:

5601.1.3 Fireworks. The storage, use, and handling of fireworks are prohibited.

Exceptions:

- 1) Storage and handling of fireworks are allowed as required for explosives in Section 5604;
- 2) The use of fireworks for display is allowed as set forth in Section 5608; and
- 3) The sale, storage, use, and handling of class C fireworks are prohibited except as specifically allowed by Ordinance No. G-840 Sec. 34-73 of the City.

Section 603.8 is hereby amended to read:

603.8 Incinerators. Freestanding incinerators shall be constructed of concrete, masonry or metal and shall have a completely enclosed combustion chamber. Incinerators shall be equipped with a spark arrester constructed of iron, heavy wire mesh or other noncombustible material with openings not larger than one-half inch (12.7mm). All incinerators shall be constructed in accordance with the *International Building Code (IBC)*, *International Fuel Gas Code (IFGC)*, and the *International Mechanical Code (IMC)*.

Section 307 is deleted and hereby amended to read:

307.1 General. Open burning shall be conducted in accordance with Section 307, and regulations of the Kansas Department of Health and Environment. Open burning of materials will be limited to real estate zoned as single family residential and approval of a written burn permit from the Pittsburg Fire Department.

Exceptions:

- 1) Recreational fires shall be allowed without the use of an open burn permit if the following conditions are met:
 - a. The fire cannot be located within 25 feet of a structure, combustible material, or property line;

- b. Conditions which could cause a fire to spread within 25 feet of a structure shall be eliminated prior to ignition;
- c. A permanent water source shall be readily available;
- d. Burning material shall be constantly attended by an adult and supervised until the fire has been extinguished; and
- e. The fire must be contained within a safety enclosure constructed of brick, cement, stone, or metal.

2) Ceremonial fires or special functions for which a special events permit has been issued.

3) The burning of natural yard materials that are generated from the residential property shall be allowed without the use of a burn permit if burned in a safety enclosure constructed of brick, cement, stone, or metal with openings covered with steel netting, one-half inch mesh or with a steel plate with no larger than one-half inch holes, and only between the hours of at least one hour after sunrise and two hours before sunset. The same requirements as listed above in 307.1, Exception 1, a-e shall be required.

307.2 Permit. Prior to commencement of open burning, a permit shall be obtained from the Fire Department.

307.3 Location. Open burning shall not be conducted within 25 feet of any property line, structure or combustible material when the pile size is four feet or less in diameter by three feet or less in height. Any pile larger than the four-foot diameter by three-foot height shall be at least 100 feet from any roadway or from a structure or adjacent property line, unless written permission is obtained from the neighboring property owners.

307.4 Material restrictions. The open burning of heavy smoke producing material such as heavy oils, roofing material, tar paper, tires, or other similar materials is prohibited. The open burning of garbage, paper, aluminum or tin cans, bottles, glass containers, rags, rubbish or similar materials is prohibited. The material to be burned should be dry before it is burned, must be generated on the property through the normal cleaning of the property, and may not be transported from another location to that property.

307.5 Time and conditions. Burning operations shall not be started until at least one hour after sunrise. Addition of new material to the fire shall cease two hours before sunset. Burning shall not be conducted during inclement weather, foggy conditions or extensive cloud cover. Wind speed will not be more than 15 mph and must be from a direction which will not cause a

nuisance to any occupied structure or public roadway. The ground around the fire area shall be cleared to form a fire break to prevent fire spread.

307.6 Fire extinguishing equipment. A fully charged hose connected to an adequate water supply or other approved fire extinguishing equipment shall be readily available for use at open burning sites.

307.7 Attendance. Burning material shall be constantly attended by an adult familiar with permit limitations which restrict open burning. An attendant shall supervise the burning material until the fire has been extinguished.

307.8 Discontinuance. Burning shall be discontinued immediately if the Fire Department determines that smoke emissions are offensive to occupants of surrounding property or if the open burning is determined by the Fire Department to constitute a hazardous condition.

Section 319 is hereby created and shall read:

Section 319. Parade floats.

319.1. Decorative material. Decorative material on parade floats shall be noncombustible or flame retardant.

319.2 Fire protection. Motorized parade floats and towing apparatus shall be provided with a minimum 2-A, 10-B: C-rated portable fire extinguisher readily accessible to the operator.

319.3 Motorized parade float exhaust. Exhaust discharge pipes from motorized parade floats shall extend beyond the exterior of the float.

319.4 Float inspection. All floats shall be inspected by the Fire Department prior to entering into a parade. The Fire Department shall issue an inspection certificate to floats certifying they are in compliance with this Section.

(Code 1975, § 9-110)

Section 11. Section 34-42 of the Pittsburg City Code is hereby amended as follows:

Sec. 34-42. Permits required.

The chief of the Fire Department shall determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the International Fire Code. The chief shall post such list in a conspicuous place at the fire stations and distribute copies thereof to interested persons. (Code 1975, § 9-112)

Section 12. Section 34-43 of the Pittsburg City Code is hereby amended as follows:

Sec. 34-43. Penalties.

(a) Any person who violates or knowingly authorizes the violation of any of the provisions of the International Fire Code, as adopted and amended in Section 34-40 or fails to comply therewith, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the Building Code Board of Appeals or by a court of competent jurisdiction, within the required time, shall severally for each and every such violation and noncompliance, respectively, be guilty of a misdemeanor. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time. When not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

(b) The application of the penalty in subsection (a) of this Section shall not be held to prevent the enforced removal of prohibited conditions. (Code 1975, § 9-113)

Secs. 34-44--34-70. Reserved.

Section 13. Ordinance No. G-1097 and any other ordinance of the City in conflict with the provisions set forth are hereby repealed.

Section 14. This ordinance shall take effect and be in force on January 1, 2016 and after having been passed and published in the City's official newspaper.

APPROVED this ____ day of _____, 2015

ATTEST:

Mayor – Chuck Munsell

City Clerk – Tammy Nagel

ORDINANCE NO. G-1238

AN ORDINANCE amending Section 18-101 of the Pittsburg City Code by adopting by reference the 2011 Edition of The National Electrical Code, as adopted by the National Fire Protection Association (NFPA No. 70) and approved by The American National Standards Institute, except such parts or portions thereof as are deleted, modified, supplemented or amended by Section 18-102, and repealing Ordinance No. G-1087.

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

Section 1. Section 18-101 of the Pittsburg City Code is hereby amended as follows:
Section 18-101. National Electrical Code adopted.

The National Electrical Code, 2011 Edition, as adopted by the National Fire Protection Association (NFPA No. 70) and approved by the American National Standards Institute, of which not fewer than three copies are on file with the City Clerk's office, is hereby adopted and incorporated as fully as if set forth herein excepting only such parts or portions thereof as are hereinafter deleted, modified, supplemented or amended by Section 18-102.

Section 2. Section 18-102 of the Pittsburg City Code is hereby amended as follows:
Sec. 18-102. - Deletions, modifications, supplements or amendments.

(a) The National Electrical Code, as adopted in Section 18-101 is hereby amended and supplemented by the addition of the following definitions to Article 100:

Grade. The lower point of elevation of the finished surface of the ground, paving or sidewalk within the area between the building and property line or, when the property line is more than five feet from the building, between the building and a line five feet from the building.

Story. That portion of a building included between the upper surface or any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a basement or unused under-floor space is more than six feet above grade as defined herein for more than 50 percent of the total perimeter or is more than 12 feet above grade as defined herein at any point, such basement or unused under-floor space shall be considered as a story.

(b) The National Electrical Code, as adopted, is hereby amended and modified, and Section 230-70 shall read as follows:

230-70. Service Equipment Disconnecting Means General

Means shall be provided to disconnect all conductors in a building or other structure from the service-entrance conductors.

- (a) Location. The service disconnecting means shall be installed in accordance with 230.70(A) (1), (A) (2), and (A) (3).
 - (1) Readily Accessible Location. The service means shall be installed to disconnect service at a readily accessible location either outside the building or structure, or inside the building or structure nearest the point of entrance of the service conductors. Service entrance conductors shall not exceed 5 feet in length from the utility metering to the main disconnect, without the approval of the Building Official or designee thereof.
 - (2) Bathrooms. Service disconnecting means shall not be installed in bathrooms.
 - (3) Remote Control. Where a remote control device(s) is used to actuate the service disconnecting means, the service disconnecting means shall be located in accordance with 230.70(A)(1).

- (b) Marking. Each service disconnect shall be permanently marked to identify it as a service disconnect.

- (c) Suitable for Use. Each service disconnecting means shall be suitable for the prevailing conditions. Service equipment installed in hazardous (classified) locations shall comply with the requirements of Articles 500 through 517.

Section 3. Ordinance No. G-1087 and any other ordinance of the City in conflict with the provisions set forth are hereby repealed.

Section 4. This ordinance shall take effect and be in force on January 1, 2016 and after having been passed and published in the City’s official newspaper.

APPROVED this _____ day of _____, 2015

Mayor - Chuck Munsell

ATTEST:

Tammy Nagel - City Clerk

(Published in The Morning Sun _____, 2015)

ORDINANCE NO. G-1239

AN ORDINANCE repealing Article VIII Section 18-291 Uniform Sign Code Ordinance G-472 of the Pittsburg City Code.

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

Section 1. Article VIII, Section 18-291 of the Pittsburg City Code is hereby repealed.

Section 2. Ordinance No. G-472 and any other ordinance of the City in conflict with the provisions set forth are hereby repealed.

Section 3. This ordinance shall take effect and be in force on January 1, 2016 and after having been passed and published in the City's official newspaper.

APPROVED this _____ day of _____, 2015.

Mayor - Chuck Munsell

ATTEST:

City Clerk - Tammy Nagel

ORDINANCE NO. G-1240

AN ORDINANCE amending Section 18-61, Section 18-62, Section 18-63 and Section 18-64 of the Pittsburg City Code and adopting by reference the 2012 Edition of the International Building Code as a standard of the International Code Council (ICC), except such parts or portions thereof as are deleted, modified, supplemented, or amended by Sections 18-62, 18-63 and 18-64, and repealing Ordinance No. G-1006 of the City of Pittsburg, Kansas.

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

Section 1. Section 18-61 of the Pittsburg City Code is hereby amended as follows:
International Building Code Adopted.

The International Building Code (I.B.C.), 2012 Edition, prepared, compiled and promulgated as a standard of the International Code Council (ICC) of which not less than three (3) copies are on file in the Office of the City Clerk, is hereby adopted and incorporated as fully as set forth herein, except such parts or portions thereof as are hereinafter deleted, modified, supplemented or amended by Sections 18-62, 18-63 and 18-64.

Section 2. Section 18-62 of the Pittsburg City Code is hereby amended as follows:

The International Building Code as adopted, is hereby amended by deleting Chapter 11-Accessibility is deleted and replaced with K.S.A. Chapter 58, Article 13-Accessibility Standards for Public Buildings including the current edition of the Department of Justice’s “ADA Standards for Accessible Design.”

Section 3. Section 18-63 of the Pittsburg City Code is hereby amended as follows:
Sec. 18-63 Sections Deleted/ Repealed.

- (a) Section 105.2(2), 107.2.1, 107.2.2 107.2.3, 107.2.4 and 107.2.5 are deleted.
- (b) All references to the International Existing Building Code, International Plumbing Code, and the International Energy Conservation Code are deleted.
- (c) All references to the International Code Council Electrical Code are deleted and replaced with references to the current adopted National Electric Code (NEC).
- (d) All references to Section 903.2.8.1 Automatic Sprinkler Systems for Group R-3 Occupancies for one and two family dwellings are hereby deleted, in accordance with K.S.A. 12-16,219.

Section 4. Section 18-64 of the Pittsburg City Code is hereby amended as follows:

Sec. 18-64 Modifications, Supplements and Amendments.

- (a) Section 103 of the 2012 Edition of the International Building Code is hereby amended as follows:

Section 103. Appointment and Liability.

103.1 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint deputies. Such employees shall have powers as delegated by the Building Official.

103.2 Liability. The Building Official or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for costs in any action, suit or proceeding instituted for the good faith discharge of duties under the provisions of this code.

- (b) Section 105.2.3 of the 2012 Edition of the International Building Code is hereby amended as follows:

Section 105.2.3 Public Service Agencies. A permit shall not be required for work that is done on property that is owned, used, and operated by the United States government or the State of Kansas.

- (c) Section 107.2 of the 2012 Edition of the International Building Code is hereby amended as follows:

Section 107.2 Construction Documents (commercial and residential).

Commercial Construction:

Two (2) sets of documents shall be submitted in the form of at least 1 (one) electronic media and one (1) paper copy. Commercial and multifamily plans must be stamped by an architect and/or engineer registered in the State of Kansas as per Kansas Statutes. Construction drawings must be submitted with the following information:

1. Code footprint sheet per Kansas Fire Marshall Regulation K.A.R. 22-17 or with this design criteria:
 - i. Occupancy group
 - ii. Type of construction classification
 - iii. Design loads

- iv. Square footage/Allowable floor area
 - v. Note if building will be sprinkled
 - vi. Height and number of stories
 - vii. Occupant load
 - viii. Means of egress to include path of exit discharge to public way
2. Site Plan. Show proposed new building or structure and any existing buildings or structures, all property lines with dimensions, all streets, easements and setbacks. Show all water, sewer, communication services, natural gas, telephone, and cable TV, electrical points of connection, proposed utility service routes and existing utilities on the site. Show all required parking, drainage and grading information. When appropriate, include a topographic survey. Show north arrow. Show dimensions for the location and size of components delineated on the site plan. Provide erosion control measures and documented Storm Water Pollution Prevention Plan (SWPPP).
 3. Foundation Plan. Show all foundations and footings. Indicate size, locations, thickness, materials and strengths, and reinforcing. Show all imbedded anchoring such as anchor bolts, hold-downs, post bases, etc. Provide a geotechnical report for the proposed structure at that site. Show dimensions for the location and size of all components delineated on the foundation plan.
 4. Floor Plans. Show all floors, including basements. Show all rooms, with their use, overall dimensions and locations of all structural elements and openings. Show all doors and windows. Provide door and window schedules. All fire resistance rated assemblies, areas of refuge, occupancy separations, fire blocking and draft stopping shall be shown. Show dimensions for the size of all rooms and the locations of other components delineated on the floor plans.
 5. Schedules. Room finishes doors, hardware, windows, plumbing, and mechanical, electrical and structural.
 6. Framing Plans and Roof Framing Plans. Show all structural members, their size and methods of attachment, connections, location and materials for floors and roofs. Show roof plan. Show dimensions for the location size of all components delineated on the roof plan.
 7. Exterior Elevations. Show each view. Show vertical dimensions and heights. Show openings and identify materials and show lateral bracing system, where applicable. Show dimensions and schedules.

8. Building Sections Wall Sections. Show materials of construction, non-rated and fire resistance rated assemblies and fire resistance rated penetrations. Show dimensions.
9. Mechanical System. Show the mechanical system. Include all units, their sizes, mounting details, and all duct work and duct sizes. Indicate all fire dampers where required. Provide equipment schedules. Submit energy conservation calculations. Show dimension.
10. Plumbing System. Show all fixtures, piping, slopes, materials and sizes. Show point of connections to utilities, septic tanks, pre-treatment sewer systems and water wells. Show dimensions.
11. Electrical System. Show all electrical fixtures (interior, exterior and site), wiring sizes and circuiting, grounding, panel schedules, single line diagrams, load calculations and fixture schedules. Show point of connections to utility. Show dimensions.
12. Fire Sprinkler System. Show all sprinkler heads, piping valves, alarms, tamper switches, materials, and sizes. Show point of connections to the water system and fire alarm system. Show dimensions for the size and location of components delineated on the fire sprinkler system drawings.
13. Structural Systems. Show foundation, structural members and where required, provide structural calculations for the structural systems of the project. Include calculations indicating compliance with seismic, wind, snow and other design loads.
14. Specifications. Prepare specifications to further define the construction components, the quality of the materials, and delineation of the materials and methods of construction, wall floor and ceiling finishes, exterior finishes, and descriptions of all pertinent equipment. Schedules may be incorporated into the project manual in lieu of being delineated on the construction drawings.
15. Addenda and Changes. It shall be the responsibility of the design professional of record to notify the Building Official of any and all changes throughout the project and provide revised construction documents, calculations or other appropriate documentation prior to commencement of that portion of the construction.
16. Revisions. For clarity, all revisions should be identified and clouded on the construction drawings and appropriately marked in the project manual or resubmitted as a new set of construction documents.

Exception: The Building Official is authorized to waive any of the above requirements to be prepared by a registered design professional if it is found that the nature of the work applied for is such that the inclusion of the above requirements is not necessary to obtain code compliance.

- (d) Section 109.2 of the 2012 Edition of the International Building Code is hereby amended as follows:

Section 109.2-Schedule of permit fees. On buildings or structures requiring a permit to include new and remodeled structures both commercial and residential, a fee for each permit shall be paid as required in accordance with the following schedule:

TABLE INSET:

Total Valuation	Fee
\$1.00 -- \$500.00	\$16.50
\$501.00 -- \$2,000.00	\$16.50 for the first \$500.00, plus \$2.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00.
\$2,001.00 -- \$25,000.00	\$45.00 for the first \$2,000.00, plus \$6.85 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00.
\$25,001.00 -- \$50,000.00	\$202.00 for the first \$25,000.00, plus \$4.65 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.
\$50,001.00 -- \$100,000.00	\$332.00 for the first \$50,000.00, plus \$3.55 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,001.00 and up	\$509.00 for the first \$100,000.00, plus \$3.00 for each additional \$1,000.00 or fraction thereof.

- (e) Section 109.3 of the 2012 Edition of the International Building Code is hereby amended as follows:

Section 109.3 Building permit valuations. The determination of the value of valuation under any of the provisions of these codes shall be made by the Building Official. The value to be used in computing the building permit fees shall be the total of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment. No fee, other than that set forth above, shall be charged for new construction; although, this does not preclude the Building Official from charging separate fees for sewer and water connections.

Permit fees for demolition, new electrical, plumbing, mechanical services, roof replacement and signs shall be based on the following prices:

Demolition includes all utility disconnections \$25.00

New residential electrical services	\$25.00
New residential plumbing service (includes water, sewer & gas repair and replacement)	\$25.00
New residential mechanical service	\$25.00
Roof replacement-residential	\$25.00
Commercial electrical, mechanical, plumbing and roof replacement- based on valuation table above	
Sign Permits based on the valuation table above	

- (f) Section 109.4 of the 2012 Edition of the International Building Code is hereby amended as follows:

Section 109.4 Work commencing before permit issuance. Whenever, any work for which a permit is required by this code has commenced without obtaining said permit, a fee shall be collected in the amount double the fee as set forth in the table above.

- (g) Section 113 of the 2012 Edition of the International Building Code is hereby amended as follows:

Section 113. Board of Appeals/Building Trades Review Board.

1. Purpose. For the purpose of determining questions of fact as to the acceptability and adequacy of alternate materials, equipment, and types of construction and for providing for the review of the interpretation of this code, there is hereby established the Building Code Board of Appeals/Building Trades Review Board, described as the board.

2. Right of appeal. Any decision of the Building Official in the enforcement of the building codes may be appealed to the board by any person aggrieved or by any officer, department, board or commission of the City affected by any decision of said Building Official. Such appeal must be received within 30 days from the date of the order or other ruling appealed, by filing with the Building Official a written notice of appeal setting forth the ground therefore. Before the Board of Appeals is called, the appellant shall pay a fee as established by ordinance, payable to the City. The Building Official shall then transmit to the board all papers constituting the record upon which the action appealed from is taken. An appeal stays all enforcement proceedings of the action appealed from except in emergency cases.

3. Composition and appointment

(a) Composition. The board shall consist of seven members. Each member shall be qualified by experience and training and pass upon matters pertaining to building construction and shall have had five years' experience in his occupation. One member shall be a professional engineer registered by the state; one member shall be an architect registered by the state; one member

shall be a building contractor; a licensed mechanical master, a licensed master electrician, a licensed master plumber, and one member shall be a lay member.

(b) Appointments. Members shall be appointed by the Mayor, with the approval of the Governing Body. The first three members appointed to the board of appeals will serve four years; the next two members shall serve three years. Vacancies shall be filled by appointment for the unexpired term only. The Governing Body may remove members for just cause upon written notice.

(c) Powers and duties. The board shall have the power to approve the use of alternate materials, equipment and types of construction whenever, in any specific case, the board shall find and determine that the application for a general rule or regulation governing such use will, by reason of exceptional circumstances or conditions, constitute a practical hardship; to hear and render decisions on all appeals from the decisions of the Building Official; and to hear and render decisions on appeals from the various examining committees created by the building code. The board shall further be empowered to interpret the intent of the building code in specific cases and to authorize responsible, minimum variance from the literal provision of the code where it is determined that such variance is, for the purpose intended, at least the equivalent of that prescribed in the code with respect to quality, strength, effectiveness, fire resistance, durability and safety. All rulings and actions of the board shall be consistent with the spirit and intent of the building code with respect to safety of human life. The board shall adopt reasonable rules and regulations for its conduct as it may deem necessary to carry out the requirements of this code. The board may recommend to the Building Official such new legislation as is consistent with their decisions.

(d) Meetings. The board shall fix a reasonable time for the hearing of the appeal, as well as due notice to the parties in interest, and decide the same within a reasonable time. The presence of three members of the board shall constitute a quorum and the affirmative vote of at least two members is required to pass a motion. Upon the hearing before the board, any party may appear in person or by agent or by attorney. In the hearing of appeals before the board, all testimony, objections thereto, and rulings shall be recorded and permanent records kept.

(e) Conflict of interest. No member of the board shall vote on any matter in which he has a direct or financial interest.

(f) Right of appeal. Any party aggrieved by any notice, finding or order may request a hearing before the board of appeals; and any interested party aggrieved by the determination of the board of appeals may appeal to the District Court within 30 days as provided by K.S.A. 60-2101(d).

- (h) Section 114 of the 2012 Edition of the International Building Code is hereby amended as follows:

Section 114. Violations It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the City, or cause the same to be done, contrary to or in violation of any of the provisions of this code. Any person, firm or corporation violating any of the provisions of this code shall be deemed guilty of a misdemeanor, punishable as prescribed by Sec. 1-7 of the City Code, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed, continued or permitted and, upon conviction of any such violation, such person shall be guilty of an offense.

- (i) Section 116 of the 2012 Edition of the International Building Code is hereby amended as follows:

Section 116. Unsafe Structures and Equipment

1. Dangerous, unsafe and unsanitary structures; findings of the Governing Body. The Governing Body of the City hereby finds that there exist in such municipality structures which are dangerous, unsafe and/or unfit for human use or habitation due to dilapidation, defects increasing the hazards of fire, accidents or other calamities, lack of ventilation, light or sanitary facilities, or due to other conditions, including those set forth in subsection (d) of this Section, rendering such structures dangerous or detrimental to the health, safety or morals, or otherwise inimical to the welfare of the residents of such municipality, and it is hereby deemed and declared necessary by the Governing Body of such municipality to require or cause the repair, closing or demolition or removal of such structures in the manner hereinafter provided.

2. Public Officer appointed. The Building Official of Pittsburg, Kansas, is hereby designated and appointed as the Public Officer to exercise the powers prescribed in this Section and shall be hereinafter referred to as the "Public Officer."

3. Procedure.

(a) Whenever a petition is filed with the Public Officer, or his designated agent, by at least five residents of the municipality charging that any structure is dangerous, unsafe or unfit for human use or habitation, or whenever it appears to the Public Officer or his designated agent, on his own motion, that any structure is dangerous, unsafe or unfit for human use or habitation, he shall, if his preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner, every mortgagee of record and all parties in interest in such structure (including persons in possession) a complaint stating the charges in that respect. Such complaint shall contain a notice that a hearing will be held before the Public

Officer or his designated agent at a place therein fixed, not less than ten days nor more than 30 days after the serving of such complaint. The owner, mortgagee and parties in interest shall have the right to file an answer to the complaint and to appear in person or otherwise, and give testimony at the place and time fixed in the complaint; and that the rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the Public Officer.

(b) If, after such notice and hearing, the Public Officer determine that the structure under consideration is unfit for human use or habitation, he shall state in writing his findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof an order which:

(1) If the repair, alteration or improvement of the structure can be made at a reasonable cost in relation to the value of the structure, which shall not exceed 50 percent of the fair market value of such structure, the owner of such property shall, within the time specified in the order, repair, alter or improve such structure to render it safe and fit for human use or habitation, or, the owner of such property shall, within the time specified in the order, vacate, close, board/secure the structure for a period not to exceed 12 months, or until conformance with this Section is made, whichever period is shorter; or,

(2) If the repair, alteration or improvement of the structure cannot be made at a reasonable cost in relation to the value of the structure, that is to say under 50 percent of the fair market value which is hereby fixed as a reasonable cost by the Governing Body of such City, the owner shall, within the time specified in such order, remove or demolish such structure.

(c) If the owner fails to comply with an order to repair, alter or improve, or, to vacate, close, board/secure the structure within 30 days from the date of such order, the Public Officer may cause such structure to be vacated, closed, boarded and secured for a period not to exceed 12 months.

(1) If the owner fails to comply with an order to repair, alter or improve the structure within the 12 month time period from the date of such order to board and secure, the Public Officer shall deem the structure abandoned and shall initiate dilapidation proceedings.

(2) Owner shall be notified and shall receive 30-day notice of any subsequent need for re-securing the structure. Public Officer shall summarily re-secure structure upon failure of the owner to re-secure within 30-day time period.

(3) The fact that the building or structure had to be re-secured by the City shall demonstrate that it is an attractive nuisance, and the Public Officer shall begin dilapidation proceedings.

(4) Pursuant to the boarding/securing of the property, agents of the municipality are granted right of entry to insure no human or domesticated animal is inside the structure.

(d) If the owner fails to comply with an order to remove or demolish the structure within 30 days from the date of such order, the Public Officer may cause such structure to be removed or demolished.

(1) The amount of the cost of such repairs, alterations or improvements or vacating, closing, boarding/securing, re-boarding/re-securing, or removal of demolition by the Public Officer shall be a lien against the real property upon which such cost was incurred and such lien, including as part thereof allowance of his costs and the necessary attorney's fees, may be foreclosed in judicial proceedings, in the manner provided or authorized by law for loans secured by liens on real property or shall be assessed as a special assessment against the lot or parcel of land on which the structure was located and the City Clerk shall, at the time of certifying other City taxes, certify the unpaid portion of such costs, and the county clerk shall extend the same on the tax rolls of the county against such lot or parcel of land. If the structure is removed or demolished by the Public Officer, he shall sell the materials of such structure and shall credit the proceeds of such sale against the cost of the removal or demolition and, if there be any balance remaining, it shall be paid to the parties entitled thereto as determined by proper judicial proceedings instituted by the Public Officer after deducting the costs of such judicial proceedings including his necessary attorney's fees incurred therein, as determined by the court.

(e) Dangerous, unsafe or unsanitary structures; conditions defined. All buildings or structures which have any of the following defects shall be deemed "dangerous and unsafe buildings," provided that such conditions or defects exist to the extent that life, property or safety of the public or its occupants are endangered.

(1) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base.

(2) Whenever any portion thereof has racked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or snow than is required in the case of similar new construction.

(3) Whenever the building or structure, or any portion thereof, because of dilapidation, deterioration, decay, vandalism or faulty construction or the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building or the deterioration,

decay or inadequacy of its foundation or any other cause is likely to partially or completely collapse.

(4) Whenever the building or structure, exclusive of foundation, shows substantial damage or deterioration of the supporting or nonsupporting members, or enclosing or outside walls or wall coverings.

(5) Whenever the building or structure has improperly distributed loads upon the floors or roofs, or in which the same are overloaded or which have insufficient strength to be reasonably safe for the purpose used.

(6) Whenever any portion thereof has been damaged by fire, earthquake, tornado, wind, flood, vandals or any other cause to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe or damage and is less than the minimum requirements for this code for similar new construction.

(7) Whenever a door, aisle, passageway, stairway, fire escape or other means of egress is not of sufficient width or size or is damaged, dilapidated, obstructed or otherwise unusable or so arranged so as not to provide safe and adequate means of egress in case of fire or panic.

(8) Whenever any portion or member or appurtenance thereof (i.e., porch, chimney, signs) is likely to fail or to become detached or dislodged or to collapse and thereby injure persons or damage property.

(9) Whenever any building or structure has any portion, member or appurtenance or ornamentation on the exterior thereof which is not of sufficient strength or stability or is not so anchored, attached or fastened in place so as to be capable of safely resisting wind pressure or snow or other loads.

(10) Whenever the building or structure, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, trash, filth, inadequate light, air ventilation or sanitation facilities or otherwise is determined to be unsafe, unsanitary, unfit for human habitation or in such a condition that it is likely to cause sickness or disease.

(11) Whenever, for any reason, the building or structure or any portion thereof is manifestly unsafe for the purpose for which it is being used.

(12) Whenever the building or structure or land it occupies, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure or land provided by this code or

other applicable laws or ordinances of this state or City relating to the condition, use, location, maintenance of the building, structures or land.

(13) Whenever the building or structure has become an attractive nuisance to children or is open to unauthorized or unlawful entry.

(14) Whenever the building or structure, because of obsolescence, dilapidated condition, deterioration, damage, trash and debris, unsafe exits, lack of sufficient fire-resistive construction, unsafe electrical wiring, gas connections or heating apparatus, previous fires or any other cause, is determined to be a fire hazard.

(15) Whenever the electrical system is totally or partially damaged, destroyed, removed or otherwise made inoperable, unsafe or hazardous.

(16) Whenever the plumbing system is totally or partially damaged, destroyed, removed or otherwise made inoperable or unsanitary.

(17) Whenever the mechanical system or any portion of the mechanical system is totally or partially damaged, destroyed, removed or otherwise made inoperable or unsafe.

(18) Whenever the building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.

(19) Whenever any portion of a building or structure, including demolition debris and basement or foundation wall, remains on a site or partially completed buildings or structures when work is abandoned for six months or more.

(20) Whenever the building or structure has been boarded/secured for more than twelve (12) consecutive months.

(e) Service of complaint or order. Complaints or orders issued by the Public Officer pursuant to this Section shall be served upon persons either personally or by registered or certified mail, but if the whereabouts of such persons is unknown and the same cannot be ascertained by the Public Officer in the exercise of reasonable diligence and the Public Officer shall make an affidavit to that effect, then the serving of such complaint or order upon such persons may be made by publishing the same once a week for two consecutive weeks in the official newspaper of the City. A copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order. A copy of such complaint or order shall also be filed with the Clerk of District Court of Crawford

County, Kansas, and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law.

(f) Dangerous structures; posting notice. If, in the opinion of the Building Official or the Fire Chief, it shall be necessary, to notify all occupants of such unsafe building to vacate the same and shall cause to be posted at each entrance to such unsafe building a notice which shall read:

DO NOT ENTER - UNSAFE FOR OCCUPANCY
Fire Chief
Building Official
of the City of Pittsburg, Kansas

Such notice shall not be removed without the written permission of the Building Official or Fire Chief and shall remain posted until the required repairs or improvements are made or demolition is complete. No person shall enter such unsafe building or structure for any reason without written permission by the Building Official or Fire Chief.

(g) Appeals to District Court. Any person affected by an order issued by the Public Officer may petition the District Court of Crawford County, Kansas (within 30 days after the posting and service of the order), for an injunction restraining the Public Officer from carrying out the provisions of the order, and the court may, upon such petition, issue a temporary injunction restraining the Public Officer pending the final disposition of the case. The court shall hear and determine the issues raised and shall enter a final order or decree in the proceedings. In all such proceedings, the findings of the Public Officer as to facts, if supported by evidence, shall be conclusive. Costs shall be in the discretion of the court. The remedies herein provided shall be exclusive remedies and no person affected by an order of the Public Officer shall be entitled to recover any damages for action taken pursuant to any order of the Public Officer or because of compliance by such person with any order of the Public Officer.

(h) Additional powers. The Public Officer in this ordinance is hereby authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this ordinance, including the following powers in addition to others herein granted:

- (1) To investigate the structure conditions in the municipality in order to determine which structures are unfit for human use or habitation.
- (2) To administer oaths, affirmations, examine witnesses and receive evidence.
- (3) To enter upon premises for the purpose of making examinations, provided that such entries shall be made in such manner as to cause the least

possible inconvenience to the persons in possession and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted.

- (4) To appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out the purpose of this ordinance.
- (5) To delegate any of his functions and powers under this ordinance to such officers agents, and employees as he may designate.

(i) Unlawful acts. It shall be unlawful for any person, firm, corporation, association or partnership to use or occupy any structure which has been found to be injurious to public health, safety, morals or welfare. Any person convicted of a violation of this Section shall, upon conviction, be guilty of an offense.

(j) Section 202 of the 2012 Edition of the International Building Code is hereby supplemented as follows:

Section 202 Definitions

(a) “Abandoned building” means a building which has stood unoccupied for longer 24 months AND is either unsecured, secured by means of boarding as ordered by the Building Official, or is in a state of decay or partial ruin to such an extent that the structure is in need of substantial repair before it can be occupied.

(b) “Boarding / Securing” or “boarded” / “secured” means the closing, boarding, or locking of any or all exterior openings so as to prevent unauthorized entry into the structure.

(c) “Secured building” means any building on which the roof, walls, foundation, basement, doors, windows, or other openings into the building are closed by any conventional methods used in the design of buildings or are boarded up with weather resistant / weather proofed plywood (minimum acceptable grade: 3/8” CD exterior) cut to fit the opening it is securing and screwed at intervals not to exceed 12 inches, so as to prevent access to the structure of inclement weather, animals, trespassers, children, or other persons not authorized to be on the premises.

(d) “Unsecured building” means any structure which is not occupied by a legal or equitable owner thereof, or by a lessee of a legal or equitable owner, and into which there are one or more unsecured openings such as broken windows, unlocked windows, broken doors, unlocked doors, holes in exterior walls, holes in foundation stem walls, holes in the roof, broken basement or cellar hatchways, unlocked basement or cellar hatchways, or other similar unsecured openings which would allow an unauthorized entry into the structure.

(k) Section 501.2 of the 2012 Edition of the International Building Code is hereby amended as follows:

Section 501.2 Address Identification. New and existing buildings shall be provided with approved address numbers or letters by the provisions of City Code Sec. 74-165 through Sec. 74-166.

(l) Section 1608.2 of the 2012 Edition of the International Building Code is hereby amended as follows:

Section 1608.2 Ground snow loads. The ground snow loads to be used in determining the design snow loads for roofs shall be 20 psf for the City of Pittsburg.

(m) Section 1809.5 of the 2012 Edition of the International Building Code is hereby amended as follows:

Section 1809.5 Frost Protection. Footings and foundations and permanent supports of buildings and other structures shall extend a minimum of eighteen (18) inches below the adjacent finish grade or into undisturbed soil whichever the greater depth.

Section 5. Ordinance No. G-1006 and any other ordinance of the City in conflict with the provisions set forth are hereby repealed.

Section 6. This ordinance shall take effect and be in force on January 1, 2016 and after having been passed and published in the City's official newspaper.

APPROVED this ____ day of _____, 2015

Mayor - Chuck Munsell

ATTEST:

City Clerk - Tammy Nagel

ORDINANCE NO. G-1241

AN ORDINANCE amending Sections 18-31 through and including Section 18-35 of the Pittsburg City Code and adopting and incorporating by reference the 2012 Edition of The International Residential Code, prepared, compiled and promulgated as a standard of the International Code Council (ICC), save and except such parts or portions as deleted, modified, supplemented or amended by Sections 18-32, 18-33, 18-34 and 18-35 and repealing Ordinance No. G-1007 of the City of Pittsburg, Kansas.

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

Section 1. Section 18-31 of the Pittsburg City Code is hereby amended to read as follows:

Sec. 18-31. International Residential Code Adopted.

The International Residential Code (IRC), 2012 edition, prepared, compiled and promulgated as a standard of the International Code Council (ICC), of which not less than three (3) copies are on file with the Office of the City Clerk, is hereby adopted and incorporated by reference fully as set forth herein, except as only such parts or portions thereof as are deleted, modified, supplemented or amended by Sections 18-32, 18-33, 18-34 and 18-35.

Section 2. Section 18-32 of the Pittsburg City Code is hereby amended to read as follows:

Sec. 18-32 of the Pittsburg City Code. Chapters Deleted.
Chapter 11 is deleted in its entirety.

Section 3. Section 18-33 of the Pittsburg City Code is hereby amended to read as follows:

Sec. 18-33 of the Pittsburg City Code. References Deleted.

(a) All references to the International Existing Building Code, International Private Sewage Disposal Code, and International Energy Conservation Code are hereby deleted.

(b) All references to Automatic Sprinkler Systems for one and two family dwellings are hereby deleted in their entirety in accordance with K.S.A. 12-16,219.

Section 4. Section 18-34 of the Pittsburg City Code is amended as follows:

Sec. 18-34 of the Pittsburg City Code. References Modified.

(a) All references to the International Code Council Electrical Code shall be changed to the current adopted National Electrical Code (NEC).

(b) All references to the International Plumbing Code shall be changed to the current adopted Uniform Plumbing Code.

Section 5. Section 18-35 of the Pittsburg City Code is amended as follows:

Sec. 18-35 of the Pittsburg City Code. Amendments, Modifications and Supplements.

(a) Section 103 of the 2012 Edition of The International Residential Code is hereby amended as follows:

Section 103. Appointment and Liability

103.1 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint deputies. Such employees shall have powers as delegated by the Building Official.

103.2 Liability. The Building Official or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for costs in any action, suit or proceeding instituted for the good faith discharge of duties under the provisions of this code.

(b) Section R106.1.1 Construction Documents of the 2012 Edition of the International Residential Code is hereby amended, and shall read as follows:

Section R106.1.1 Construction Documents.

(1) One and Two-Family Dwellings: One set of drawings will be required for new, remodel and alterations. Previously approved plans for identical improvements proposed on a different lot may be referenced.

(2) Drawings required:

- (a) Site plan in compliance with provisions of this code.
- (b) Footing and foundation details.
- (c) Floor joist and rafter layout plan, showing sizes, spacing types including beams.
- (d) Wall sections, (specify joists, rafters) indicating truss or hand stacked. If prefabricated roof trusses are used, a component design sheet shall be submitted.
- (e) Insulation in walls, ceilings and floors.
- (f) Elevations; front only if the ground is level.
- (g) Front, back, and side elevations if the ground is not level.
- (h) Floor plans, basement, and other. For remodels and alterations, floor plan shall show existing and proposed walls, including floor joist and rafter layout. Showing spacing, type sizes and beam placement.
- (i) Plumbing, mechanical, and electrical diagrams as required to determine adequate size of services.

Exception: The Building Official is authorized to waive any of the above requirements to be prepared by a registered design professional if it is found that the nature of the work applied for is

such that the inclusion of the above requirements is not necessary to obtain code compliance.

(c) Section R108.2 Schedule of Permit Fees of the 2012 Edition of the International Residential Code is hereby amended as follows:

Section R108.2 Schedule of Permit Fees.

Total Valuation	Fee
\$1.00 -- \$500.00	\$16.50
\$501.00 -- \$2,000.00	\$16.50 for the first \$500.00, plus \$2.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00.
\$2,001.00 -- \$25,000.00	\$45.00 for the first \$2,000.00, plus \$6.85 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00.
\$25,001.00 -- \$50,000.00	\$202.00 for the first \$25,000.00, plus \$4.65 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.
\$50,001.00 -- \$100,000.00	\$332.00 for the first \$50,000.00, plus \$3.55 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,001.00 and up	\$509.00 for the first \$100,000.00, plus \$3.00 for each additional \$1,000.00 or fraction thereof.

(d) Section R112 of the 2012 Edition of the International Residential Code is hereby amended as follows:

Section R112. Board of Appeals/Building Trades Review Board.

(1) Purpose. For the purpose of determining questions of fact as to the acceptability and adequacy of alternate materials, equipment, and types of construction and for providing for the review of the interpretation of this code, there is hereby established the Building Code Board of Appeals / Building Trades Review Board, described as the board.

(2) Right of appeal. Any decision of the Building Official in the enforcement of the building codes may be appealed to the board by any person aggrieved or by any officer, department, board or commission of the City affected by any decision of said Building Official. Such appeal must be taken within 30 days from the date of the order or other ruling appealed, by filing with the Building Official a written notice of appeal setting forth the ground therefore. Before the board is called, the appellant shall pay a fee as established by ordinance, payable to the City. The Building Official shall then transmit to the board all papers constituting the record upon which the action appealed from is taken. An appeal stays all enforcement proceedings of the action appealed from except in emergency cases.

(3) Composition and appointment.

(a) Composition. The board shall consist of seven members. Each member shall be qualified

by experience and training and pass upon matters pertaining to building construction and shall have had five years' experience in his occupation. One member shall be a professional engineer registered by the state; one member shall be an architect registered by the state; one member shall be a building contractor; one member shall be a licensed mechanical master, a licensed master electrician, a licensed master plumber; and one member shall be a lay member.

(b) Appointments. Members shall be appointed by the Mayor, with the approval of the Governing Body. The first three members appointed to the board of appeals will serve four years; the next two members shall serve three years. Vacancies shall be filled by appointment for the unexpired term only. The Governing Body may remove members for just cause upon written notice.

(c) Powers and duties. The board shall have the power to approve the use of alternate materials, equipment and types of construction whenever, in any specific case, the board shall find and determine that the application for a general rule or regulation governing such use will, by reason of exceptional circumstances or conditions, constitute a practical hardship; to hear and render decisions on all appeals from the decisions of the Building Official; and to hear and render decisions on appeals from the various examining committees created by the building code. The board shall further be empowered to interpret the intent of the building code in specific cases and to authorize responsible, minimum variance from the literal provision of the code where it is determined that such variance is, for the purpose intended, at least the equivalent of that prescribed in the code with respect to quality, strength, effectiveness, fire resistance, durability and safety. All rulings and actions of the board shall be consistent with the spirit and intent of the building code with respect to safety of human life. The board shall adopt reasonable rules and regulations for its conduct as it may deem necessary to carry out the requirements of this code. The board may recommend to the Building Official such new legislation as is consistent with their decisions.

(e) Meetings. The board shall fix a reasonable time for the hearing of the appeal, as well as due notice to the parties in interest, and decide the same within a reasonable time. The presence of three members of the board shall constitute a quorum and the affirmative vote of at least two members is required to pass a motion. Upon the hearing before the board, any party may appear in person or by agent or by attorney. In the hearing of appeals before the board, all testimony, objections thereto, and rulings shall be recorded and permanent records kept.

(f) Conflict of interest. No member of the board shall vote on any matter in which he has a direct or financial interest.

(g) Right of appeal. Any party aggrieved by any notice, finding or order may request a hearing before the board of appeals; and any interested party aggrieved by the determination of the board of appeals may appeal to the District Court within 30 days as

provided by K.S.A. 60-2101(d).

(e) Section 113 Violations of the 2012 Edition of the International Residential Code hereby amended as follows:

Section 113. Violations. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the City, or cause the same to be done, contrary to or in violation of any of the provisions of this code. Any person, firm or corporation violating any of the provisions of this code shall be deemed guilty of a misdemeanor, punishable as prescribed by Sec. 1-7 of the City Code, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of an of the provisions of this code is committed, continue or permitted and, upon conviction of any such violation, such person shall be guilty of an offense.

(f) Table R301.2 of the 2012 Edition of the International Residential Code is hereby amended as follows:

Ground Snow Load	Wind Design		Seismic Design Category	Subject to Damage From			Winter Design Temp	Ice Barrier Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp
	Speed (mph)	Topographic effects		Weathering	Frost line Depth	Termite					
20	90	NO	A	Severe	18"	M-H	7	NO		750	55

(g) Section R319 Site Address of the 2012 Edition of the International Residential Code is hereby amended as follows:

Section R319. Site Address. New and existing buildings shall be provided with approved address numbers or letters by the provisions of City Code Sec. 74-165 through Sec. 74-166.

(h) Section R320.1 Scope of the 2012 Edition of the International Residential Code is hereby amended as follows:

Section R320.1 Scope. Where there are four or more dwelling units or sleeping units in a single structure, the provisions of current edition of the Department of Justice’s “ADA Standards for Accessible Design” shall apply.

(i) Section R403.1.1 Minimum Size of the 2012 Edition of the International Residential Code is hereby amended as follows:

Section R403.1.1 Minimum size. Minimum size for concrete and masonry footings shall be no less than eight (8) inches in thickness or ten (10) inches in thickness when supporting a third floor of masonry veneer face. The minimum size for spread footings shall be no less than eighteen (18) inches in width and ten (10) inches in thickness. The minimum size for trench footings shall be no less than eight (8) inches in width and eighteen (18) inches in depth.

(j) Section R403.1.4 Minimum Depth of the 2012 Edition of the International Residential Code is hereby amended as follows:

Section R403.1.4 Minimum depth. All exterior footings shall extend a minimum of eighteen (18) inches below adjacent finish grade or into undisturbed soil whichever is the greatest depth. Where applicable, the depth of footings shall also conform to Sections R403.1.4.1 through R403.1.4.2.

(k) Section R403.1.3.1 Footing Reinforcement of the 2012 Edition of the International Residential Code is hereby amended as follows:

Section R403.1.3.1 Footing reinforcement. Spread footings with stem walls shall have a minimum of two (2) horizontal #4 bars running continuously throughout the footing placed no closer than three (3) inches from the bottom. Trenched footings (foundation) shall have a minimum of three (3) horizontal #4 bars spaced no more than twenty-four (24) inches apart continuously throughout the footing and vertical #4 bars placed no more than twenty- four (24) inches apart around the perimeter of the footing.

(l) Section R404.1.2.2 Reinforcement for Foundation Walls of the 2012 Edition of the International Residential Code is hereby supplemented as follows:

Section R404.1.2.2 Reinforcement for Foundation Walls. Unless designed by a professional engineer, the minimum steel reinforcement shall be as follows for foundation walls:

Concrete foundation walls shall be laterally supported at the top and bottom. Horizontal reinforcement shall be #4 bars spaced twenty- four (24) inches maximum with the upper most bar no more than twelve (12) inches below the top of the wall. Vertical reinforcement shall be #4 bars spaced twenty- four (24) inches apart vertically.

(m) Chapter 26. General Plumbing Requirements: Section P2603.6.1 is hereby amended as follows:

P2603.6 - Freezing. In localities having a winter design temperature of 32°F (0°C) or lower as shown in table R301.2 (1) of this code, a water, soil or waste pipe shall not be installed outside of a building, in exterior walls, in attics or crawl spaces, or in any other place subjected to freezing temperature unless adequate provision is made to protect it from freezing by insulation or heat or both. Water service pipe shall be installed not less than 12 inches (305mm) deep below the frost line. Frost line within the City limits of Pittsburg is 18 inches.

(m) Chapter 26. General Plumbing Requirements: Section P2904.5.1 is hereby amended as follows:

P2603.6.1 - Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 12 inches (305mm) below finished grade at the point of septic tank connection, Building sewers shall be a minimum of 12 inches (305mm) below grade.

(n) Chapter 29. Water Supply Requirements: Section P2904.5.1 is hereby amended as follows:

P2904.5.1 - Under concrete slabs. Inaccessible water distribution piping under slabs shall be copper water tube minimum Type L, brass, ductile iron pressure pipe, cross-linked polyethylene/aluminum/cross-linked polyethylene (PEX-AL-PEX) pressure pipe, chlorinated polyvinyl chloride (CPVC) or polybutylene (PB) or cross-linked polyethylene (PEX) plastic pipe or tubing -- all to be installed with NO FITTINGS under floor unless approved by the Building Official. The minimum pressure rating for plastic pipe or tubing installed under slabs shall be 100 psi at 180°F (689 kPa at 82°C).

(o) Chapter 31. Air Admittance Valves: Section P2904.5.1 is hereby amended as follows:

P3114.1 - General. Air admittance valves shall only be used where structural limitations prevent a vent from going through the roof, or as approved by the Building Official. Vent systems utilizing air admittance valves shall comply with this section. Individual-type and branch-type air admittance valves shall conform to ASSE 1051. Stack-type air admittance valves shall conform to ASSE 1050.

Section 6. Ordinance No. G-1007 and any other ordinance of the City in conflict with the provisions set forth are hereby repealed.

Section 7. This ordinance shall take effect and be in force on January 1, 2016 and after having been passed and published in the City's official newspaper.

APPROVED this _____ day of _____, 2015.

Mayor - Chuck Munsell

ATTEST:

City Clerk - Tammy Nagel
(SEAL)

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	11/06/2015			176178		
C-CHECK	VOID CHECK	V	11/06/2015			176179		
C-CHECK	VOID CHECK	V	11/06/2015			176183		
C-CHECK	VOID CHECK	V	11/06/2015			176190		
C-CHECK	VOID CHECK	V	11/06/2015			176192		
C-CHECK	VOID CHECK	V	11/06/2015			176193		
C-CHECK	VOID CHECK	V	11/06/2015			176196		
C-CHECK	VOID CHECK	V	11/06/2015			176197		
C-CHECK	VOID CHECK	V	11/06/2015			176198		
C-CHECK	VOID CHECK	V	11/13/2015			176209		
C-CHECK	VOID CHECK	V	11/13/2015			176210		
C-CHECK	VOID CHECK	V	11/13/2015			176219		
C-CHECK	VOID CHECK	V	11/13/2015			176220		

* * 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:	13			
VOID DEBITS		0.00		
VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			13	0.00	0.00	0.00
BANK: *		TOTALS:	13	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0523	AT&T	R	11/06/2015			176177		4,115.07
7429	TRAVIS BURK	R	11/06/2015			176180		1,440.00
1616	CITY OF PITTSBURG	R	11/06/2015			176181		212.50
4263	COX COMMUNICATIONS KANSAS LLC	R	11/06/2015			176182		1,511.23
7151	TOTALFUNDS BY HASLER	R	11/06/2015			176184		1,500.00
7414	KANSAS GAS SERVICE (ESG)	R	11/06/2015			176185		515.26
7430	ADAM AND LISA LUSKER	R	11/06/2015			176186		950.00
7431	R & R RENTALS	R	11/06/2015			176187		900.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	11/06/2015			176188		105.89
5589	VERIZON WIRELESS SERVICES, LLC	R	11/06/2015			176189		1,232.64
2350	WASTE CORPORATION OF MISSOURI	R	11/06/2015			176191		826.95
6712	WEBQA INC	R	11/06/2015			176194		4,800.00
1108	WESTAR ENERGY	R	11/06/2015			176195		90,374.34
4636	WESTAR ENERGY, INC. (HAP)	R	11/06/2015			176199		120.49
5371	PITTSBURG FAMILY YMCA	R	11/06/2015			176200		92.06
2759	CAROL ECKMAN	R	11/10/2015			176205		50.00
1	ALLEN, DEEANN	R	11/13/2015			176206		50.00
1616	CITY OF PITTSBURG	R	11/13/2015			176207		75.00
0375	WICHITA WATER CONDITIONING, IN	R	11/13/2015			176208		157.90
7262	FARMERS MARKET	R	11/13/2015			176211		505.00
1	FOX, JESSICA	R	11/13/2015			176212		1,000.00
5726	GIRARD TOWER MAINTENANCE	R	11/13/2015			176213		1,100.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7414	KANSAS GAS SERVICE (ESG)	R	11/13/2015			176214		130.00
2509	POWERPLAN, INC	R	11/13/2015			176215		105.07
0175	REGISTER OF DEEDS	R	11/13/2015			176216		22.00
7433	MICHAEL W SWARTZ	R	11/13/2015			176217		990.00
5589	VERIZON WIRELESS SERVICES, LLC	R	11/13/2015			176218		6,734.48
6712	WEBQA INC	R	11/13/2015			176221		960.00
7367	HECK AND WICKER, INC	R	11/13/2015			176223		174,050.24
3493	KANSAS BOARD OF EMS	R	11/13/2015			176224		300.00
6396	RONALD K ALBERTINI	R	11/17/2015			176225		195.00
5857	CREATIVE PRODUCT SOURCING INC	R	11/17/2015			176226		23.00
7116	EMC INSURANCE COMPANIES	R	11/17/2015			176227		500.00
0118	FED EX	R	11/17/2015			176228		54.59
7410	FIREHOUSE INNOVATIONS CORP	R	11/17/2015			176229		6,946.82
2682	KENT GREENWOOD PLASTERING	R	11/17/2015			176230		1,744.00
1571	LOY, SAGEHORN, & HARDING, LLC	R	11/17/2015			176231		31.00
7392	MUNICIPALH20, LLC	R	11/17/2015			176232		350.00
4841	THE BOLTON LAW FIRM, LLC	R	11/17/2015			176233		244.30
7053	U.S. PEROXIDE, LLC	R	11/17/2015			176234		950.00
0046	ETTINGERS OFFICE SUPPLY	E	11/12/2015			999999		699.62
0054	JOPLIN SUPPLY COMPANY	E	11/12/2015			999999		75.08
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	11/12/2015			999999		825.00
0087	FORMS ONE, LLC	E	11/12/2015			999999		118.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/04/2015 THRU 11/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0105	PITTSBURG AUTOMOTIVE INC	E	11/12/2015			999999		1,214.40
0112	MARRONES INC	E	11/12/2015			999999		62.45
0117	THE MORNING SUN	E	11/12/2015			999999		642.06
0129	PROFESSIONAL ENGINEERING CONSU	E	11/12/2015			999999		8,334.43
0142	HECKERT CONSTRUCTION CO INC	E	11/12/2015			999999		28,556.83
0154	BLUE CROSS & BLUE SHIELD	D	11/06/2015			999999		728.06
0181	INGRAM	E	11/12/2015			999999		18.90
0194	KANSAS STATE TREASURER	E	11/12/2015			999999		6,018.51
0207	PEPSI-COLA BOTTLING CO OF PITT	E	11/12/2015			999999		72.90
0224	KDOR	D	11/04/2015			999999		1,468.14
0224	KDOR	D	11/09/2015			999999		6,283.24
0272	BO'S 1 STOP INC	E	11/12/2015			999999		882.48
0292	UNIFIRST CORPORATION	E	11/12/2015			999999		60.65
0294	COPY PRODUCTS, INC.	E	11/12/2015			999999		562.11
0300	PITTSBURG FORD-MERCURY, INC.	E	11/12/2015			999999		429.92
0306	CASTAGNO OIL CO INC	E	11/12/2015			999999		24.95
0317	KUNSHEK CHAT & COAL CO, INC.	E	11/12/2015			999999		6,580.98
0321	KP&F	D	11/06/2015			999999		48,873.97
0329	O'MALLEY IMPLEMENT CO INC	E	11/12/2015			999999		76.00
0337	CROSS-MIDWEST TIRE	E	11/12/2015			999999		2,052.52
0345	VICTOR L PHILLIPS CO	E	11/12/2015			999999		257.37
0347	LYNN'S QUICK LUBE	E	11/12/2015			999999		37.95

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/04/2015 THRU 11/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0409	WISEMAN'S DISCOUNT TIRE INC	E	11/12/2015			999999		1,783.60
0422	DEMCO, INC	E	11/12/2015			999999		172.35
0438	SEWERS, DRAINS & MORE	E	11/12/2015			999999		1,150.00
0505	SIRCHIE FINGER PRINT LABORATOR	E	11/12/2015			999999		301.12
0534	TYLER TECHNOLOGIES INC	E	11/12/2015			999999		390.00
0571	WILBERT MFG. & SUPPLY	E	11/12/2015			999999		76.00
0597	MIDWEST MINERALS INC	E	11/12/2015			999999		893.85
0728	ICMA	D	11/06/2015			999999		928.93
0746	CDL ELECTRIC COMPANY INC	E	11/12/2015			999999		3,713.94
0823	TOUCHTON ELECTRIC INC	E	11/12/2015			999999		60.00
1033	BOB DITTMANN AGENCY INC	E	11/12/2015			999999		100.00
1050	KPERS	D	11/06/2015			999999		37,509.04
1097	BARCO MUNICIPAL PRODUCTS INC	E	11/12/2015			999999		408.62
1141	THE G W VAN KEPPEL COMPANY	E	11/12/2015			999999		149.94
1327	KBI	E	11/12/2015			999999		800.00
1478	KANSASLAND TIRE OF PITTSBURG	E	11/12/2015			999999		14.00
1490	ESTHERMAE TALENT	E	11/12/2015			999999		25.00
1631	RUTH WEGNER	E	11/12/2015			999999		316.00
1792	B&L WATERWORKS SUPPLY, LLC	E	11/12/2015			999999		1,747.01
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	11/12/2015			999999		218.44
2161	RECORDED BOOKS, LLC	E	11/12/2015			999999		266.39
2767	BRENNTAG SOUTHWEST, INC	E	11/12/2015			999999		1,260.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/04/2015 THRU 11/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2960	PACE ANALYTICAL SERVICES INC	E	11/12/2015			999999		3,387.00
3248	AIRGAS USA LLC	E	11/12/2015			999999		2,373.60
3261	PITTSBURG AUTO GLASS	E	11/12/2015			999999		40.00
3570	AMERICAN EXPRESS, INC	D	11/04/2015			999999		229.50
3802	BRENNTAG MID-SOUTH INC	E	11/12/2015			999999		8,540.80
4072	MERCHANT E-SOLUTIONS	D	11/04/2015			999999		664.03
4307	HENRY KRAFT, INC.	E	11/12/2015			999999		456.49
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	11/12/2015			999999		220.30
4618	TRESA MILLER	E	11/12/2015			999999		1,017.50
4698	THE MORNING SUN	E	11/12/2015			999999		158.07
4711	PENGUIN RANDOM HOUSE, LLC	E	11/12/2015			999999		71.25
4766	ACCURATE ENVIRONMENTAL	E	11/12/2015			999999		2,239.55
5015	IN THE GARDEN, LLC	E	11/12/2015			999999		60.00
5275	US LIME COMPANY-ST CLAIR	E	11/12/2015			999999		4,179.66
5295	SPRINGFIELD BLUEPRINT	E	11/12/2015			999999		99.00
5349	DUSTROL INC	E	11/12/2015			999999		9,183.00
5552	NATIONAL SIGN CO INC	E	11/12/2015			999999		507.92
5566	VINYLPLEX INC	E	11/12/2015			999999		8,576.96
5581	SAGA QUAD STATE COMMUNICATIONS	E	11/12/2015			999999		495.00
5590	HD SUPPLY WATERWORKS, LTD.	E	11/12/2015			999999		4,343.19
5623	CRAWFORD COUNTY CLERK	E	11/12/2015			999999		9,571.44
5725	RED THE UNIFORM TAILOR INC	E	11/12/2015			999999		386.83

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 11/04/2015 THRU 11/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5855	SHRED-IT US JV LLC	E	11/12/2015			999999		210.32
5904	TASC	D	11/06/2015			999999		6,937.82
6117	ALEXANDER OPEN SYSTEMS, INC	E	11/12/2015			999999		450.00
6198	CHARLES HOSMAN	E	11/12/2015			999999		750.00
6415	GREAT WEST TANDEM KPERS 457	D	11/06/2015			999999		4,031.00
6807	ENVIRONMENTAL RESOURCES	E	11/12/2015			999999		438.71
6952	ADP INC	D	11/13/2015			999999		655.76
7038	SIGNET COFFEE ROASTERS	E	11/12/2015			999999		153.75
7237	J & R ENGINEERING / MARKETING	E	11/12/2015			999999		600.00
7240	JAY HATFIELD CERTIFIED USED CA	E	11/12/2015			999999		1,444.30
7283	CORESOURCE, INC	D	11/05/2015			999999		29,006.53
7283	CORESOURCE, INC	D	11/13/2015			999999		63,797.76
7290	DELTA DENTAL OF KANSAS INC	D	11/06/2015			999999		1,759.95
7290	DELTA DENTAL OF KANSAS INC	D	11/13/2015			999999		2,563.91
7421	WICHITA ELECTRIC COMPANY, INC	E	11/12/2015			999999		3,769.13

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	40	305,964.83	0.00	305,964.83
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	15	205,437.64	0.00	205,437.64
EFT:	70	135,173.14	0.00	135,173.14
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0			
VOID DEBITS:		0.00		
VOID CREDITS:		0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	125	646,575.61	0.00	646,575.61
BANK: 80144 TOTALS:	125	646,575.61	0.00	646,575.61

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 11/04/2015 THRU 11/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0046	ETTINGERS OFFICE SUPPLY	E	11/16/2015			999999		148.94
0207	PEPSI-COLA BOTTLING CO OF PITT	E	11/16/2015			999999		149.50
0272	BO'S 1 STOP INC	E	11/09/2015			999999		274.32
0276	JOE SMITH COMPANY, INC.	E	11/16/2015			999999		100.70
0516	AMERICAN CONCRETE CO INC	E	11/16/2015			999999		1,110.00
0577	KANSAS GAS SERVICE	E	11/16/2015			999999		1,969.71
0806	JOHN L CUSSIMANIO	E	11/09/2015			999999		260.00
0866	AVFUEL CORPORATION	E	11/09/2015			999999		15,873.23
1075	COASTAL ENERGY CORP	E	11/16/2015			999999		2,091.60
1097	BARCO MUNICIPAL PRODUCTS INC	E	11/16/2015			999999		200.00
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	11/09/2015			999999		14,810.60
2433	THE MORNING SUN	E	11/16/2015			999999		866.62
2624	JAMES ZIMMERMAN	E	11/09/2015			999999		300.00
2921	DP2 BILLING SOLUTIONS, LLC	E	11/16/2015			999999		4,978.07
3067	STEVE BITNER	E	11/16/2015			999999		410.00
3218	CHERYL L BROOKS	E	11/09/2015			999999		100.00
3272	DUNCAN HOUSING LLC	E	11/16/2015			999999		1,635.00
3668	MID AMERICA PROPERTIES OF PITT	E	11/16/2015			999999		550.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	11/16/2015			999999		210.00
4218	MEADOWLARK TOWNHOUSES	E	11/16/2015			999999		1,525.00
5154	JERRY FRAZIER	E	11/16/2015			999999		700.00
5195	FERN AND ANGERMAYER LLC	E	11/09/2015			999999		600.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: EFT MANUAL EFTS
DATE RANGE: 11/04/2015 THRU 11/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5482	JUSTIN HART	E	11/09/2015			999999		60.00
5961	LARRY VANBECELAERE	E	11/16/2015			999999		425.00
6175	HENRY C MENGHINI	E	11/16/2015			999999		300.78
6192	KATHLEEN CERNE	E	11/09/2015			999999		600.00
6298	KEVAN L SCHUPBACH	E	11/16/2015			999999		570.00
6306	BALKANS DEVELOPMENT LLC	E	11/16/2015			999999		675.00
6322	R JAMES BISHOP	E	11/09/2015			999999		1,350.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	11/16/2015			999999		700.00
6875	DARON HALL	E	11/16/2015			999999		202.92
7028	MATTHEW L. FRYE	E	11/16/2015			999999		400.00
7083	PITTSBURG HEIGHTS, LP	E	11/16/2015			999999		590.00
7283	CORESOURCE, INC	E	11/09/2015			999999		35,104.01
7401	JAMI L CROWDER	E	11/09/2015			999999		1,533.14
7420	AZTECA SYSTEMS, INC	E	11/09/2015			999999		30,000.00
7428	CONWAY DATA, INC	E	11/09/2015			999999		2,500.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	37	123,874.14	0.00	123,874.14
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0			
VOID DEBITS		0.00		
VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: EFT	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			37	123,874.14	0.00	123,874.14
BANK: EFT	TOTALS:		37	123,874.14	0.00	123,874.14

VENDOR SET: 99 City of Pittsburg, KS
BANK: MAN MANUAL CKS
DATE RANGE: 11/04/2015 THRU 11/17/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	11/13/2015			176222		265.97

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	265.97	0.00	265.97
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0			
VOID DEBITS:		0.00		
VOID CREDITS:		0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: MAN TOTALS:	1	265.97	0.00	265.97
BANK: MAN TOTALS:	1	265.97	0.00	265.97
REPORT TOTALS:	176	770,715.72	0.00	770,715.72

Passed and approved this 24th day of November, 2015.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

INTEROFFICE MEMORANDUM

To: DARON HALL
CITY MANAGER

From: KIM VOGEL
DIRECTOR OF PARKS AND RECREATION
JASON HUFFMAN
GENERAL MANAGER & TECHNICAL DIRECTOR OF MEMORIAL AUDITORIUM

CC: TAMMY NAGEL
CITY CLERK

Date: NOVEMBER 13, 2015

Subject: Agenda Item – November 24, 2015
Special Presentation by PSU Construction Seniors

Pittsburg State University Construction Management majors have been working on a master plan for the north lawn of Memorial Auditorium and Convention Center as their senior project this semester. Under the class supervision of Randy Timi and Steve Schaffner; Conner Askren, Gregg Roberts, Chris Patterson, Jaime Roth and Justin Garcia have worked with City staff to produce an outdoor venue option to serve Memorial Auditorium and the Downtown District.

In this regard would you please place an item on the November 24, 2015 City Commission agenda for a special presentation of the North Lawn Master Plan from the 5 PSU Construction seniors.



FINANCE AND ADMINISTRATION

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Finance Director

DATE: November 17, 2015

SUBJECT: 2016 Water Rates, Sewer Rates and Stormwater Fees

Staff is requesting three utility related items for approval:

1. The 2016 adopted budget includes a water and sewer rate and stormwater fee increase of 1%, which equates to approximately \$84,000 in additional revenue. Staff is recommending the approval of a 1% rate increase for water and sewer rates and stormwater fees effective January 1, 2016.
2. Currently the City's water rate structure has 15 rate tiers. Based upon 2014 water consumption and 2015 water consumption thru September 30th, tiers 12, 13, 14 and 15 contained no consumption while tiers 9, 10, and 11 contained minimal consumption. Staff is recommending the removal of tiers 9 thru 15 effective January 1, 2016.

cc: Tammy Nagel, City Clerk

(Published in The Morning Sun on _____, 2015)

RESOLUTION NO. 1180

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PITTSBURG, KANSAS, AMENDING RESOLUTION NO. 1163 ESTABLISHING EQUIVALENT RESIDENTIAL UNIT, ERU RATE AND UNDEVELOPED PROPERTY RATE; AND PROVIDING AN EFFECTIVE DATE OF JANUARY 1, 2016.

WHEREAS, Pittsburg City Code Section 82-546 provides the City Commission with the authority to establish by Resolution the Equivalent Residential Unit, which means the average Impervious Area of Residential Property per Dwelling Unit located within the City, the ERU Rate, which means the Stormwater Utility Fee charged on each ERU, and the Undeveloped Property Rate, which means the Stormwater Utility Fee charged on each acre of undeveloped Property;

WHEREAS, the City Manager has recommended to the City Commission pursuant to Pittsburg City Code Section 82-546 that the ERU rate as set by Resolution No. 1116 be increased as set forth below;

WHEREAS, the City Commission has evaluated the City Manager's recommendation and has determined that the fees set forth herein below are reasonable and necessary and are in accordance with the provisions of Pittsburg City Code Section 82-546; and

WHEREAS, the City Commission has determined it to be appropriate to implement the rates set forth herein as of the effective date of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS:

Section 1. ERU Established. The Equivalent Residential Unit is hereby established to be 3,106 square feet of impervious area.

Section 2. ERU Rate Established As of January 1, 2016. The ERU Rate to be charged for Stormwater Management Utility Fees for each ERU is hereby established to be \$3.82 per month as of January 1, 2016.

Section 3. Undeveloped Property Rate Established. The Underdeveloped Property Rate to be charged for Stormwater Management Utility Fees for each acre of Undeveloped Property is hereby established to be 0 percent.

Section 4. This Resolution shall become effective on January 1, 2016.

ADOPTED AT A REGULAR COMMISSION MEETING this _____ day of
_____, 2015.

Mayor – Chuck Munsell

ATTEST:

City Clerk - Tammy Nagel

ORDINANCE NO. G-1231

AN ORDINANCE amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service.

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

Section One. Section 82-111 of the Code of the City of Pittsburg, Kansas is hereby amended to read:

The monthly water rates and charges to be paid by consumers for water furnished by the water department of the City, which shall be applicable to all water bills shall be as set forth herein:

- a. Within the City of Pittsburg, Kansas:
 - (1) All water consumed not in excess of 200 cubic feet per month, minimum charge \$11.45
 - (2) The next 300 cubic feet per month, per 100 cubic feet \$4.75
 - (3) The next 1,500 cubic feet per month, per 100 cubic feet \$4.47
 - (4) The next 8,000 cubic feet per month, per 100 cubic feet \$4.26
 - (5) The next 8,000 cubic feet per month, per 100 cubic feet \$3.96
 - (6) The next 8,000 cubic feet per month, per 100 cubic feet \$3.76
 - (7) The next 74,000 cubic feet per month, per 100 cubic feet \$3.49
 - (8) All in excess of 100,000 cubic feet per month, per 100 cubic feet \$3.16

- b. Outside the City:
 - (1) All water consumed not in excess of 200 cubic feet Per month, minimum charge \$22.87
 - (2) The next 300 cubic feet per month, per 100 cubic feet \$8.41
 - (3) The next 1,500 cubic feet per month, per 100 cubic feet \$6.55
 - (4) The next 8,000 cubic feet per month, per 100 cubic feet \$4.75
 - (5) The next 8,000 cubic feet per month, per 100 cubic feet \$4.47
 - (6) The next 8,000 cubic feet per month, per 100 cubic feet \$4.26
 - (7) The next 74,000 cubic feet per month, per 100 cubic feet \$3.96
 - (8) All in excess of 100,000 cubic feet per month, per 100 cubic feet \$3.76

Section Two. This Ordinance shall take effect and be in force and apply to all water rates and minimum charges beginning January 1, 2016, and after having been passed and published in the official City newspaper.

Passed and Approved this _____ day of _____, 2015.

Chuck Munsell - Mayor

Tammy Nagel – City Clerk

ORDINANCE NO G-1232

AN ORDINANCE amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service.

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

Section One. Section 82-141 of the Code of the City of Pittsburg, Kansas is hereby amended to read:

The monthly rates and charges applicable to all bills shall be as set forth herein for the use of the sewage disposal system to be paid to the City by all persons inside and outside the City, as hereinafter limited and defined, whose premises are connected or may hereafter be connected to the sanitary sewer system of the City, as follows:

1. For each sewer connection to the sewer disposal system of the City, whether the connection is for single, or multi-family residence, apartment, dormitory, hotel, rooming house, institution, business, commercial, industrial or governmental property, a minimum monthly service charge and, in addition, a monthly user charge based on the quantity of water used on the premises and/or discharged to the sanitary sewer, according to the following schedule:

- a. Inside the City:
 - (1) Minimum Service Charge for usage not in excess of 200 cubic fee per month \$19.98
 - (2) User Charge – per each additional 100 cubic feet per month \$2.87

- b. Outside the City:
 - (1) Minimum service Charge for usage not in excess of 200 cubic fee per month \$39.78
 - (2) User Charge – per each additional 100 cubic feet per month \$5.64

c. The water usage for the months of November, December and January shall be averaged each year to obtain a base upon which the user charge shall be computed. Provided, however, if a customer proves that the average water consumption of the months of November, December and January does not accurately reflect normal monthly usage for the year, then the customer may request the user charge be based upon actual monthly water usage. The user charge for new customers shall be based upon actual monthly

water usage until average water usage for the months of November, December and January is calculated.

- d. Any non-domestic user that discharges wastewater, materials, or substances into the public sewers which possess the characteristics set forth in Section 82-401 through 82-414 of the Pittsburg City Code, may be subject to additional charges pursuant to a special agreement between the City and said non-domestic User. Such special agreement shall be issued in the form of a permit.

2. If any User of water shall use more than 10,000 cubic feet of water in any month for commercial or industrial purposes and id, as established by separate meter paid for, installed and maintained by such user and open to inspection by and acceptable to the City's representatives, the sewer charge made to such customer for the use and services of the sewage disposal system shall be based on the amount of water furnished the customer during said month less the amount of such water which was not discharged into the City's sewer system.

3. A User who is not receiving water from the Pittsburg Water System shall be charged a monthly service charge for the amount of water used measured by meter on rural system, by hour meter on pump usage with capacity known or by mutual agreement with the Director of Public Works. In the event that potential exists for significant consumption use of water, flow measurement devises located on the wastewater discharge point shall be used in lieu of a water meter. Said flow monitors shall be accessible so accuracy may be verified by the City at any time without restriction of access.

Section Two. This ordinance shall take effect and be in force and apply to all sewer rates and minimum charges beginning January 1, 2016, and after having been passed and published in the official City newspaper.

Passed and Approved this _____ day of _____, 2015.

Chuck Munsell - Mayor

Tammy Nagel – City Clerk

(Published in The Morning Sun on _____, 2015)

Ordinance No. G-1242

AN ORDINANCE creating Sections 2-40, 2-41 and 2-42 of the Pittsburg City Code governing the terms and election of members of the Governing Body and changing the date of the elections for members of the Governing Body, and repealing Section 2-31.

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

Section 1. Section 2-40 is created to read as follows:

Section 2-40. Governing Body; Transition to November Elections.

- (a) Those governing body positions with terms that would have expired in April, 2017, shall expire on the second (2nd) Monday in January, 2018, when the officers elected in the November, 2017 general election take office
- (b) Those governing body positions with terms that would have expired in April, 2019, shall expire on the second Monday in January, 2020, when the officers elected in the November, 2019 general election take office.

Section 2. Section 2-41 is created to read as follows:

Section 2-41. Number of Members; Elections.

- (a) The Governing Body shall consist of five (5) officers to be elected to the terms set forth herein. The officers shall reside within the Pittsburg city limits.
- (b) General elections shall take place on the Tuesday succeeding the first (1st) Monday in November, 2017, and succeeding elections will be held every two (2) years for all officers positions whose terms expire on the second (2nd) Monday in January of the following year.

Section 3. Section 2-42 is created to read as follows:

Section 2-42. Terms of Office; Candidate Filing.

- (a) The candidates receiving the largest and second (2nd) largest number of votes respectively in the November, 2017 general election shall be elected for four (4) year terms, and the candidate receiving the third (3rd) largest number of votes respectively shall be elected for a two (2) year term. At succeeding regular city elections, there shall be elected two (2) commissioners for four (4) year terms and one (1) commissioner for a two (2) year term. The candidates receiving the largest and second (2nd) largest number of votes respectively shall be elected for the four (4) year terms and the candidate receiving the third (3rd) largest number of votes shall be elected for the two (2) year term.

- (b) Any resident of the City of Pittsburg, Kansas desiring to be a candidate of the position of commissioner shall file with the county election officer, before the filing deadline established in K.S.A. 25-205, and amendments thereto, a declaration of candidacy on a form furnished by the county election officer as specified by the Kansas Secretary of State. The nomination petition must be signed by no less than twenty-five (25) of the qualified electors of the City of Pittsburg.

Section 4. Code Section 2-31 is hereby repealed.

Section 5. This ordinance shall take effect on and be in force from and after its passage and publication in the official City newspaper.

Mayor – Chuck Munsell

ATTEST:

City Clerk – Tammy Nagel

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Becky Gray, Director of Community Development and Housing
CC: Tammy Nagel
Date: November 18, 2015
Subject: Resolution to support a Low Income Housing Tax Credit Application

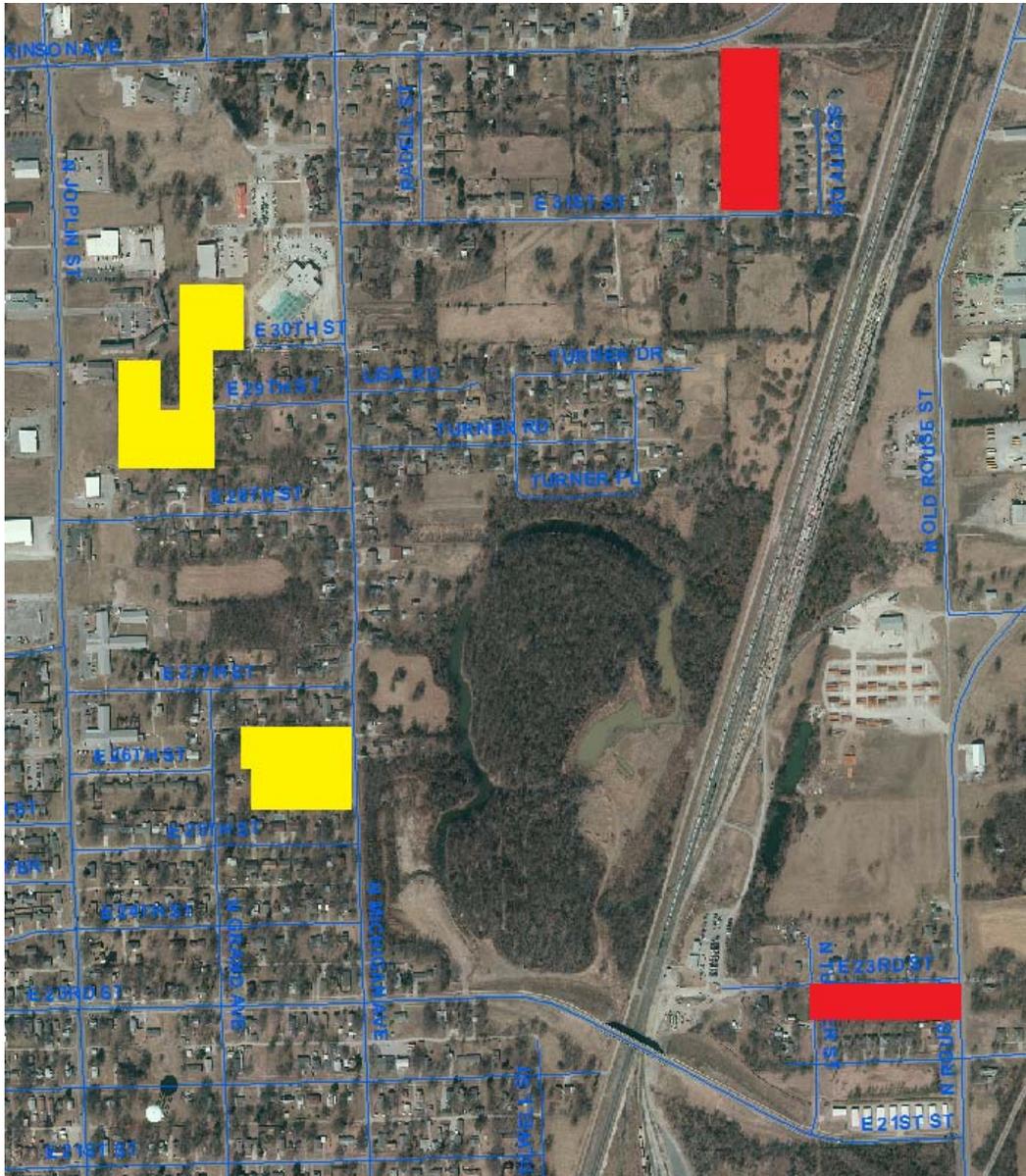
The Community Development and Housing office has worked with Pointe Royale Development, Inc., headquartered in Springfield, Missouri, to identify appropriate locations within the Pittsburg, Kansas city limits for infill housing development. They intend to submit an application to Kansas Housing Resources Corporation for Low Income Housing Tax Credits with which they will develop single family homes designed for low income families and individuals. The development project will be a multi-phased, scattered site infill approach; the order in which the potential phases will be developed will be dependent on the LIHTC allocation.

Phase A would contain up to 40 single family, detached homes. These homes would contain three bedrooms, two baths, have two car attached garages, and be constructed on two noncontiguous tracts of land. A map depicting these tracts is included at the conclusion of this memo.

The Phase B development, containing multiple tracts of land also identified on the map included, will contain up to 40 single family homes, designed with senior living in mind. These freestanding garden homes will contain two bedrooms, one bathroom, and an attached one car garage.

Kansas Housing Resources Corporation requires developers to obtain a resolution from the Governing Body documenting an understanding of the development prior to submitting application for the Low Income Housing Tax Credits. I have contacted other communities where Point Royale Development has completed projects and received very positive feedback about their construction, follow through, and long-term maintenance. Please let me know if you have any questions.

It is my recommendation that the City Commission adopt the resolution that will allow them to apply for the LIHTC tax credits.



Red = Phase A
Yellow = Phase B

RESOLUTION NO. 1181

WHEREAS, the City of Pittsburg, Kansas has been informed by Pointe Royale Development, Inc. that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located in various locations throughout Pittsburg, Kansas; the development project will be a multi-phased, scattered site infill approach. The phase that will be developed first will be based on the tax credit allocations. Legal descriptions for all tracts of land included in each phase follow:

PHASE A:

TRACT 1: RADELLS 2ND ADDITION, ACRES 3.6, ALL LTS 5, 6, 17, & 18

TRACT 2: T.T. PERRYS 1ST ADDITION, BLOCK 4, Lot 1 - 24, ACRES 1.9

PHASE B:

TRACT 1: S17, T30, R25, ACRES 2.7, BEG 440' W SE COR NE1/4 NW1/4, TH N343.91, W 322.8, S 343.91, E 322.8, TO POB.

TRACT 2: SNYDER SUBDIV NW/4 SEC 17, Lot 7

TRACT 3: SNYDER SUBDIV NW/4 SEC 17, Lot 9, 10

TRACT 4: KIRKWOOD SUBDIV NW/4 SEC17, Lot 7 - 10, ACRES 2

TRACT 5: CHAPLIN PLACE ADDITION, ACRES 2.0, ALL LTS 26 THRU 44, BLK 6 AND N1/2 VAC 26TH ST ADJ SD LTS.

TRACT 6: CHAPLIN PLACE ADDITION, ACRES 1.8, ALL LTS 1 THRU 17, BLK 7 AND S1/2 VAC 26TH ST ADJ SD LTS.

WHEREAS, this housing development will contain up to 80 units;

WHEREAS, the units will be targeted to low-income families and individuals as well as clients of the Crawford County mental Health Center and the Community Health Center of Southeast Kansas;

WHEREAS, the development will be a new construction;

WHEREAS, the property will have the following amenities: New construction with an overall aesthetically appealing design blending quality materials, such as natural brick and durable siding, for an elegant appearance. These are intended as single family detached homes, with laminate wood flooring in the main living areas, carpeting in the

bedrooms, in addition to modern energy efficiencies in the overall construction and appliances.

WHEREAS, the developer has requested local assistance through a Rural Housing Incentive District;

NOW, THEREFORE, BE IT RESOLVED by the City of Pittsburg, Kansas Governing Body, that we support and approve the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this 24th day of November, 2015.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

SEAL

Business Advisor Agreement

This Business Advisor Agreement, hereinafter referred to as “Agreement” is between City of Pittsburg, KS hereinafter referred to as “Client” and CHPG, Inc., hereinafter referred to as “Advisor.”

WHEREAS, Client wishes to obtain the assistance of Advisor with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, Advisor has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Advisor

Advisor will provide Client with consulting and brokerage services for the following compensation and benefit programs listed below:

- A. Medical
- B. Prescription Drugs
- C. Dental
- D. Vision
- E. Voluntary Life and AD&D
- F. Cobra Administration
- G. Other Voluntary Employee Benefits
- H. Human Resources

- **Benefit Negotiation Services:** Advisor will provide services to Client during the term of this contract that involve analyzing the current benefit plans and their performance as well as researching and negotiating options from in-force vendors as well as vendor alternatives. These services shall include the following:
 - Developing a long term strategic benefit plan
 - Use current claims analysis to project medical and dental renewal numbers and model potential plan design changes for monetary impact.
 - Use claims analysis and benchmarking reports to advise on plan design changes, contributions, and network utilization.
 - Research local and national wellness plan options along with cost and ROI with each option.
 - If requested by Client, develop request for proposals on all benefit lines and handle all negotiations with in-force and potential vendors.
 - Develop final vendor review and recommendation report
 - Review and negotiate all vendor contracts for accuracy and terms
- **Benefit Communication Services:** Advisor will provide a variety of methods to effectively communicate with Client and its employees. These methods include the following:
 - Advisor will meet with Client at a minimum of each business quarter as well annually to discuss how the benefit plan is working and provide necessary reports for review.
 - Assess and research/recommend online enrollment and communication systems

- Advisor will develop and customize all open enrollment and benefit communication materials in an electronic format for the Client to use
 - Monthly Newsletter and Breaking Benefit news email updates
 - Support and Assist Open Enrollment Meetings as needed
 - Invitation to all educational and webinars conducted by Advisor
 - Development and presentation of annual Stewardship Report detailing all costs and ROI of working with Advisor
 - Implementation of our Advanced Advantage service platform
- **Benefit Administration Services:**
 - Client will be assigned a dedicated service support team and a claims analytics team
 - Advisor will assist Client's HR and/or employees with any billing or service issues
 - Billing reconciliation support
 - Eligibility support
 - Enrollment support
- **Compliance Services**
 - Dedicated HR team to answer Client questions as needed
 - Healthcare Reform guidance
 - Pay or Play and Affordability Analysis
 - Preparation of 5500 reports if needed
 - 2018 Cadillac Tax projection
 - Medicare Part D Notice assistance
 - Provide assistance with 1094 & 1095 ACA Reporting as requested

2. Disclosure and Record Keeping

- A. Full Disclosure.** Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Advisor must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.
- B. Record Keeping.** Advisor will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

3. Term & Termination

- A. Term.** This initial term of this Agreement shall be 1 year, commencing on November 1st, 2015 and ending October 31st, 2016 ("Initial Term"). This Agreement will remain in effect until terminated as described below.
- B. Termination.** This Agreement may be terminated by either party as follows:
- a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
 - b) By mutual written agreement of the parties.

- c) Either party may terminate this Agreement effective upon one hundred eighty (180) days advance written notice to the other party given with or without reason.

4. Cost of Services

Advisor professional fees are based upon time expended by specific individuals. Client agrees to pay Advisor professional fees as outlined in Exhibit 1.

Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between Advisor and Client.

5. Personnel

Advisor will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Advisor retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team: Gary S. Davis, JD
Advisor

Randy Sinclair, Account Executive
Adam Kroeger, Account Manager
Brian Alexander, Benefit Analyst

Additional Key Resources: Karen Hughey, Human Capital Practice Leader

6. Client's Responsibilities

Client will make available such reasonable information as required for Advisor to conduct its services. Such data will be made available as promptly as possible. It is understood by Advisor that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

7. Records and Information

Advisor understands and agrees to limit its use and disclosure of protected health information as described in Exhibit 2.

8. Independent Contractor. It is understood and agreed that Advisor is engaged by Client to perform services under this Agreement as an independent contractor. Advisor shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

9. Fiduciary Responsibility.

Client acknowledges that: (i) Advisor shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Advisor shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans;

and (iii) Advisor shall perform services pursuant to this Agreement in a non-fiduciary capacity. Client agrees to notify Advisor as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Advisor in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, Advisors, or vendors to submit) all information in its (or their) control reasonably necessary for Advisor to perform the services covered by this Agreement.

10. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

Gary S. Davis, JD, Business Advantage Advisor
CHPG, Inc.

Signature

Date

Title

Daron Hall, City Manager
City of Pittsburg, KS

Signature

Date

Title

Exhibit #1 ***Consulting Fees***

Advisor will provide Benefit Consultation, Administration, Communication, and HR Compliance services for a total annual fee of \$40,000. This fee will be billed on a monthly basis consisting of \$3,333.00 each month starting November 1st, 2015.

Client recognizes that some policies may include certain commission and/or overrides not subject to the consulting fee.

Exhibit #2

Business Associate Contract

This Business Associate Contract (Agreement) is entered into by and between City of Pittsburg, KS, (Covered Entity) and CHPG, Inc., (Business Associate) effective as of November 1st, 2015.

WHEREAS, the Covered Entity is a municipality that has a group health plan as defined in the privacy rules adopted pursuant to the Health Insurance Portability and Accountability Act of 1996¹ (HIPAA);

WHEREAS, the Business Associate wishes to perform on behalf of the Covered Entity treatment, payment, or health care operations as defined by HIPAA;

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of Protected Health Information (PHI) by the Business Associate in performance of its obligations;

In consideration of the mutual promises set forth below, the parties hereby agree as follows:

A. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1. Use of Protected Health Information (PHI). Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
2. Safeguards. Business Associate agrees that it will implement all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement. Business Associate agrees that performance of its obligations to implement safeguards includes establishing procedures that limit its use and disclosure of PHI to the minimum necessary amount of information required for the intended purpose, including limiting access to PHI within its organization to those employees with a need to know.
3. Unauthorized Disclosures of PHI. Business Associate shall, within ten (10) days of becoming aware of a disclosure of PHI in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, or agents or by a third party to which Business Associate disclosed PHI, report to Covered Entity any such disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure.
4. Agreements With Third Parties. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
5. Access to Information. Within ten (10) days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set. In the event any individual requests access to PHI directly from the Business Associate, Business Associate shall respond to the request for PHI within two (2) days. Any denials of access to the PHI requested shall be the responsibility of the Business Associate.
6. Availability of PHI for Amendment. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity.

¹ The HIPAA Privacy Rules were originally published at 65 Fed. Reg. 82462 on December 28, 2000 and amended on August 14, 2002 as set forth at 67 Fed. Reg. 53182.

7. Inspection of Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of the U.S. Department of Health and Human Services or designee, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
8. Accounting of Disclosures. Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual made in accordance with 45 CFR 164.528. Business Associate shall provide an accounting of disclosures made during the six years prior to the date on which the accounting is requested. At a minimum, the accounting of disclosures shall include the following information:
 - a. Date of disclosure,
 - b. The name of the person or entity who received the PHI, and if known, the address of such entity or person,
 - c. A brief description of the PHI disclosed, and
 - d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall respond to the request within two (2) days. Any denials of a request for an accounting shall be the responsibility of the Business Associate.

Business Associate agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

B. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

1. Business Associate shall not use or disclose any PHI for any purpose other than performance of services for Covered Entity as specified in this Consulting Agreement.
2. Except as otherwise limited by this Agreement, Business Associate may provide PHI to Zywave, Inc., a subcontractor of Advisor, for the limited purpose of providing data analysis and data aggregation services on behalf of the Covered Entity as defined in 45 CFR Sec. 164.501.

C. OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 1654.522.

D. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

E. TERMINATION

1. Term. The term of this Agreement shall begin on the Effective Date and shall remain in effect until terminated under Section 2 of this Agreement.
2. Termination. This Agreement shall be terminated only as follows:

- a. Termination For Cause

This Agreement may be terminated by the Covered Entity upon fifteen (15) days written notice to the Business Associate in the event that the Business Associate breaches any provision contained in Paragraphs A or B of this Agreement and such breach is not cured within such fifteen (15) day period; provided, however, that in the event that termination of this Agreement is not feasible in the Covered Entity's sole discretion, Business Associate hereby acknowledges that the Covered Entity shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

- b. Termination Due To Change in Law

Either party may terminate this Agreement effective upon thirty (30) days advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Paragraph G(1) and no amendment has been agreed upon.

- c. Termination Without Cause

Either may terminate this Agreement effective upon one hundred eighty (180) days advance written notice to the other party given with or without any reason.

3. Return or Destruction of PHI

Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

Notwithstanding the above, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of Paragraphs 1 and 2 shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

F. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Capitalized terms within this Agreement are defined in the text or as follows:

1. Designated Record Set means a group of records maintained by or for the Covered Entity that is (a) medical records and billing records about individuals maintained by or for the Covered Entity, (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (c) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. As used herein the term "record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for the Covered Entity.
2. Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and
 - a. is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - b. relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of healthcare to an individual; and (1) identifies the individual or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
3. Protected Health Information (PHI) means Individually Identifiable Health Information that is (a) transmitted by electronic media, (b) maintained in any medium constituting electronic media, or (c) transmitted or maintained in any other form or medium. PHI shall not include (a) education records covered by the Family Education Right and Privacy Act, as amended, 20 USC Sec. 1232g and (b) records described in 20 USC Sec. 1232g(a)(4)(B)(iv).

G. GENERAL PROVISIONS

1. Amendment. This Agreement may be amended only by the mutual written agreement of the parties. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of HIPAA.
2. Remedies. The parties acknowledge that breach of Paragraphs A or B of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.

3. Survival. Business Associate's obligation to limit its use and disclosure of Protection Information as set out in Paragraphs A and B survive the termination of this Agreement so long as Business Associate has PHI received during the performance of its services as described in this Agreement.
4. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.
5. Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
6. Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.
7. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with HIPAA.
8. Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the following addresses, or to such addresses or facsimile numbers as the parties may specify by like notice:

If to Covered Entity: _____

If to Business Associate: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Gary S. Davis, Business Advantage Advisor
 Power Group Companies

Daron Hall, City Manager
 City of Pittsburg, KS

Signed: _____

Signed: _____

Date: _____

Date: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

REAL ESTATE SALES CONTRACT

THIS CONTRACT, made and entered into by and between the City of Pittsburg, Kansas, the Seller, and Joel VanBecelaere, the Buyer.

WITNESSETH:

FIRST: That for and in consideration of the mutual covenants and agreements herein contained and the moneys hereunder to be paid by the Buyer to the Seller, the Seller agrees to sell and the Buyer agrees to purchase the following described real estate situated in Crawford County, Kansas, to-wit:

Part of the West half ($W \frac{1}{2}$) of the Northeast Quarter ($NE \frac{1}{4}$) of Section Thirty Three (33), Township Thirty (30) South, Range Twenty Five (25) East of the Sixth Principal Meridian, Crawford County, Kansas, according to the United States Government Survey thereof bounded and described as follows: Beginning at the Northwest Corner of the Southwest Quarter ($SW \frac{1}{4}$) of the Northeast Quarter ($NE \frac{1}{4}$) of said Section Thirty Three (33); thence South along the West line of said Southwest Quarter ($SW \frac{1}{4}$) of Northeast Quarter ($NE \frac{1}{4}$) a distance of One Thousand Three Hundred Thirty Three (1,333) feet to a $\frac{3}{4}$ inch iron pipe set at the center of said Section Thirty Three (33); Thence East along the South line of said Southwest Quarter ($SW \frac{1}{4}$) of the Northeast Quarter ($NE \frac{1}{4}$) a distance of Five Hundred and Five Hundredths (500.05) feet to center line of creek; Thence generally North along the center line of creek a distance of Seven Hundred Eighty (780) feet, more or less to a point in center line of creek Six Hundred Twenty Nine and Twenty Four Hundredths (629.24) feet South and Four Hundred Seventy One and Four Hundredths (471.04) feet East of the Northwest corner of the Southwest Quarter ($SW \frac{1}{4}$) of Northeast Quarter ($NE \frac{1}{4}$) of said Section Thirty Three (33), Thence North a distance of Forty Four (44) feet to a $\frac{1}{2}$ inch iron pipe set; Thence continuing North a distance of Two Hundred Forty Three (243) feet to a $\frac{3}{4}$ inch iron pipe set; Thence North a distance of Twenty Three (23) feet to a point in center line of creek Three Hundred Nineteen and Twenty Four Hundredths (319.24) feet South and Four Hundred Sixty Nine and Ninety Three Hundredths (469.93) feet East of the Northwest Corner of Southwest Quarter ($SW \frac{1}{4}$) of Northeast Quarter ($NE \frac{1}{4}$); Thence North and West with the meander of the center line of creek a distance of One Thousand One Hundred Thirty Eight (1138) feet, more or less to a point in the center line of creek and on the West line of the Northwest Quarter ($NW \frac{1}{4}$) of Northeast Quarter ($NE \frac{1}{4}$) a distance of Three Hundred Sixty Three and Thirty Three Hundredths (363.33) feet North of the Northwest corner of Southwest Quarter ($SW \frac{1}{4}$) of the Northeast Quarter ($NE \frac{1}{4}$); Thence South along said West line of said Northwest Quarter ($NW \frac{1}{4}$) of

Northeast Quarter (NE $\frac{1}{4}$) a distance of Three Hundred Sixty Three and Thirty Three Hundredths (363.33) feet to the point of beginning.

SECOND: The total purchase price for said property is Forty-one Thousand One Hundred Ninety Dollars and No Cents (\$41,190.00), to be paid to Seller at closing.

THIRD: The Seller agrees to sign and deliver to Buyer a properly prepared Municipal Quit Claim Deed to the property, upon closing.

FOURTH: The sale is to be closed on or before November 25, 2015, with the Buyer entitled to possession of the real estate at closing.

FIFTH: The Seller represents and warrants that there are no unpaid bills for labor and/or material that might form the basis of a mechanic's lien against the property. Seller shall indemnify, defend, and hold Buyer harmless from any and all payment obligations for any amounts claimed to be owned by reason of any mechanic's lien which may be filed for labor performed or materials furnished at the request of Seller prior to the date of closing.

SIXTH: Seller acknowledges that there are no binding sales contracts, other than this Contract with the Buyer, currently pending for the sale of the subject real estate.

SEVENTH: It is mutually agreed and understood that all of the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, trustees, successors, and assigns of the parties hereto.

EIGHTH: Buyer shall have no right or authority to assign this Contract, or any interest therein, without the prior written consent of the Seller, and any attempt at assignment by Buyer without receiving prior written consent of Seller shall be void and, at the discretion of the Seller, deemed sufficient grounds for the cancellation of this Contract.

NINETH: By executing this Contract, Buyer acknowledges and agrees that he has

inspected the above referenced real estate to his satisfaction, waives any further inspections, and is purchasing the real estate “As-Is” and “With All Faults”.

TENTH: This Contract cannot be modified or altered in any manner whatsoever, except by written consent and agreement of all parties. Any such written modification or alteration shall be effective only from and after the date of such written modification or alteration.

ELEVENTH: It is agreed between the parties hereto that all prior and contemporaneous oral and written agreements pertaining to the transactions herein are merged in this Contract and this Contract contains all existing agreements of every nature and kind pertaining to the transactions herein and connected herewith.

TWELFTH: This agreement was entered into and is to be performed in the State of Kansas and shall be governed and interpreted pursuant to Kansas law.

THIRTEENTH: This Contract shall be executed in two (2) counterparts, each of which shall be an original and shall constitute one and the same instrument.

IN WITNESS WHEREOF, said parties have hereunto set their hands this ____ day of _____, 2015.

SELLER: City of Pittsburg, Kansas

BUYER: Joel VanBecelaere

By: _____
Chuck Munsell, Mayor

Joel VanBecelaere

ATTEST:

Tammy Nagel, City Clerk

MUNICIPAL QUIT CLAIM DEED

On this 25th day of November, 2015, the City of Pittsburg, Kansas, a municipal corporation, (“Grantor”) Quitclaims to Joel VanBecelaere, (“Grantee”) all of its interest in the following described real estate in Crawford County, Kansas:

Part of the West half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty Three (33), Township Thirty (30) South, Range Twenty Five (25) East of the Sixth Principal Meridian, Crawford County, Kansas, according to the United States Government Survey thereof bounded and described as follows: Beginning at the Northwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Thirty Three (33); thence South along the West line of said Southwest Quarter (SW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) a distance of One Thousand Three Hundred Thirty Three (1,333) feet to a $\frac{3}{4}$ inch iron pipe set at the center of said Section Thirty Three (33); Thence East along the South line of said Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) a distance of Five Hundred and Five Hundredths (500.05) feet to center line of creek; Thence generally North along the center line of creek a distance of Seven Hundred Eighty (780) feet, more or less to a point in center line of creek Six Hundred Twenty Nine and Twenty Four Hundredths (629.24) feet South and Four Hundred Seventy One and Four Hundredths (471.04) feet East of the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) of said Section Thirty Three (33), Thence North a distance of Forty Four (44) feet to a $\frac{1}{2}$ inch iron pipe set; Thence continuing North a distance of Two Hundred Forty Three (243) feet to a $\frac{3}{4}$ inch iron pipe set; Thence North a distance of Twenty Three (23) feet to a point in center line of creek Three Hundred Nineteen and Twenty Four Hundredths (319.24) feet South and Four Hundred Sixty Nine and Ninety Three Hundredths (469.93) feet East of the Northwest Corner of Southwest Quarter (SW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$); Thence North and West with the meander of the center line of creek a distance of One Thousand One Hundred Thirty Eight (1138) feet, more or less to a point in the center line of creek and on the West line of the Northwest Quarter (NW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) a distance of Three Hundred Sixty Three and Thirty Three Hundredths (363.33) feet North of the Northwest corner of Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$); Thence South along said West line of said Northwest Quarter (NW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) a distance

of Three Hundred Sixty Three and Thirty Three Hundredths (363.33) feet to the point of beginning.

for the sum of One Dollar (\$1.00) and other good and valuable consideration.

SUBJECT TO: Easements, restrictions, reservations, special assessments and rights-of-way of record, if any.

THE CITY OF PITTSBURG, KANSAS

By: _____
Mayor, Chuck Munsell

ATTEST:

City Clerk, Tammy Nagel

STATE OF KANSAS)
) ss:
CRAWFORD COUNTY)

BE IT REMEMBERED, that on this ____ day of November, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Chuck Munsell, 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 instruments of writing on behalf of said City and such person 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 Appointment Expires: _____

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

This Agreement between the Pittsburg Area Chamber of Commerce, a Kansas not-for-profit corporation, hereinafter referred to as the "Chamber," and the City of Pittsburg, Kansas, a Kansas municipal corporation, hereinafter referred to as the "City," is effective November 24, 2015.

WHEREAS, the City and the Chamber have historically cooperated to encourage industrial, manufacturing and retail businesses by using the volunteer efforts of Chamber members; and,

WHEREAS, the volunteer members of the Chamber require additional support from the City to effectively attract industrial, manufacturing and retail businesses to the City, as well as promoting the expansion and growth of existing industrial, manufacturing and retail businesses already located in the City; and,

WHEREAS, the Governing Body of the City desires to obtain necessary additional services related to the location of industrial, manufacturing and retail businesses in the City and surrounding areas; and,

WHEREAS, the Chamber, through its skilled and knowledgeable employees, is qualified and capable of performing the services related to the location of industrial, manufacturing and retail businesses in the City, and the continuation of mutually beneficial relationships with existing businesses and industries.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

1. Retention of Chamber; Description of Services

- a. As of the effective date of this Agreement, the City agrees to retain the Chamber and the Chamber agrees to perform and complete the services related to attracting industrial, manufacturing and retail businesses to the City, and to promoting and assisting in the growth and expansion of existing industrial, manufacturing and retail businesses, as generally described in the Scope of Work, attached as Exhibit A and incorporated by reference. The Scope of Work shall include services relating to the attraction and recruitment of industrial, manufacturing and retail businesses of all types to locate and/or grow within the geographic boundaries of the City, as well as promoting and developing ongoing and substantial contacts with existing businesses located within the City.
- b. The City reserves the right to direct revision of the Scope of Work at the City's discretion, to the extent that such revisions are consistent with the intent of this Agreement and are agreeable with the Chamber.
- c. The term "Services" when used in this Agreement shall mean all services set forth in the Scope of Work. The Chamber shall not provide any additional services to the City as a

part of this Agreement without the prior written consent of the City.

2. Chamber as Independent Contractor

The City shall retain the Chamber as an independent contractor, and the Chamber hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. The Chamber will perform consulting and advisory services on behalf of the City with respect to all matters relating to or affecting business and industrial recruitment and retention. The Chamber shall perform and discharge well and faithfully for the City such services during the term of this Agreement. The City shall provide such financial, legal and other administrative services as may be necessary to carry out the terms of this Agreement.

3. Compensation; Expenses

3.1 Fees

In full satisfaction for any and all services rendered by the Chamber for the City under this Agreement, as specified in Exhibit A, the City will pay the Chamber the total sum of Sixty Thousand and no/100 (\$60,000.00) Dollars annually, payable in equal monthly installments on or before the 5th day of each month on account of the prior month.

3.2 Expenses

Out of the fees specified in Section 3.1, the Chamber will pay any and all operating expenses and overhead costs for the Services it agrees to provide to the City, including payroll, withholding taxes, health insurance, and any and all other benefits it normally provides to its employees, in addition to regular and reasonable traveling operating expenses. The City shall pay for the development and production costs relating to marketing brochures and materials, website and Internet designs exclusively related to economic development, and any other advertising materials that the City and the Chamber shall agree are necessary for the Chamber to fulfill the terms of this Agreement. The City shall also pay directly to the vendors or other third parties dues and memberships in various regional and national economic development organizations as agreed upon by the parties, which may be amended from time to time by mutual consent of the parties.

3.3 Withholding; Benefits

All fees payable to the Chamber under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, or income taxes, nor shall the City be obligated to pay any of Chamber's employees' taxes. The Chamber hereby agrees that it shall be solely responsible for all taxes, withholding, FICA, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding. In addition, the Chamber, its employees or assigns, shall not be eligible for, nor participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other

plan or program provided by the City to its employees.

4. Reporting to the City.

The Chamber President shall review and monitor the progress made by the Chamber on all aspects of the Services to be provided to the City, including specific contacts made with prospects, as well as with existing businesses and industries, and shall report the same no less than weekly to the City Manager in a confidential report. The City Manager may provide all or any part of this report to the City Commission. The Chamber President shall also participate in any meetings of the City Commission and/or City Staff that the City Manager deems necessary or expedient to promote the economic development activities of the City through this Agreement, and the City shall provide whenever practicable at least 48 hours' prior notice of any meeting or event requiring the attendance and participation of the Chamber. The Chamber President shall provide a report on the services provided by the Chamber under this Agreement to the City at least quarterly during regularly scheduled meetings of the governing body. The Scope of Work to be performed by the Chamber under this Agreement may be reviewed and amended by the City during each quarterly report.

5. Term and Termination.

The term of this agreement shall begin on November 24, 2015, and terminate on December 31, 2016, unless terminated earlier in accordance with this Agreement. If the City and the Chamber wish to extend the term of this Agreement, then they may do so by a written extension signed by representatives of both parties on or about June 30, 2016, and the same may be extended from year to year thereafter through December 31 of each year by a similar written extension.

Notwithstanding anything to the contrary in Section 5, the independent contractor relationship under this Agreement may be terminated by either party without cause upon six (6) months' prior written notice. The relationship under this Agreement may also be terminated upon thirty (30) days advance written notice if, the current Chamber President leaves the employ of the Chamber, or in the City's sole determination:

- (1) The Chamber has refused, failed, or is unable to render consulting services under this Agreement;
- (2) The Chamber has breached any of its other obligations under this Agreement; or
- (3) The Chamber has engaged or is engaging in conduct that in the City's sole determination is detrimental to the City.

If the independent contractor relationship is terminated for any of the reasons set forth in the preceding paragraph, the right of the Chamber to compensation set forth in Section 3 of this Agreement shall cease on the date of such termination, and the City shall have no further obligation to the Chamber under any of the provisions of this Agreement.

6. Confidential Information

(a) As used in this Agreement, the following words, terms, and phrases shall have the meanings set forth below:

(1) "Confidential Information" shall mean and include any and all information (as defined in this Agreement) of the following types, which may be provided by the City or a business or industrial prospect or existing Pittsburg business or industry to the Chamber as a part of its recruitment and development activities pursuant to this Agreement, to-wit: (a) business or financial information, financial statements, projections, business plans, or strategic or marketing plans, market studies, or analyses of prospects or existing businesses or corporations; (b) cost and expense information, pricing and discount information, gross or net profit margins, or analyses; (c) technical data, specifications, computer software (including both source code and object code or "executable" software), databases, and database designs; (d) processes, transactions, and transaction procedures; (e) production data, shop drawings, engineering studies or reports, feasibility studies or manufacturing studies, product specifications, identity of suppliers or terms of supply agreements or arrangements, production procedures, trade secrets, or secret or proprietary processes and formulae; (f) marketing and customer data (including, but not limited to, identity or demographic analyses of customers), focus group reports, "shopping" reports, and marketing or advertising studies; (g) terms, conditions, provisions, or obligations of any contracts or agreements to which a prospect is a party or to which any of its assets are subject, or the identity of any Person who is a party to any contract or agreement with a prospect; (h) site selections or review reports, site selection criteria, demographic analyses of or regarding any locations of prospects, the terms of any lease for any such retail outlet, or any summary thereof; (i) the identity of any employee of any prospect, and the compensation, benefits, or terms of employment of any such employee; and (j) such other information of or regarding a prospect that it actually maintains as confidential or proprietary; provided, however, that such information shall be deemed confidential only to the extent that it (1) has not been previously disclosed to the public, or (2) is not ascertainable from public or published information or trade sources, or (3) is not subsequently publicly disclosed (other than by a violation of this Agreement). Any Information that is marked or otherwise identified as "Confidential Information" at the time of Disclosure shall be presumed to be Confidential Information for the purposes of this Agreement.

(2) "Information" shall mean and include any data or information disclosed in the form of (a) any written information, reports, documents, books, notebooks, memoranda, charts, or graphs; (b) computer tapes, disks, CD-ROM, files, or other mechanical or electronic media; (c) oral statements, representations, or presentations; (d) audio, visual, or audio-visual materials or presentations, including audiotapes, videocassettes, laser discs, or CDs; and (e) any other documentary, written, magnetic, or other permanent or semi-permanent form.

(3) "Disclose" or "Disclosure" shall mean and include any delivery, transmittal,

presentation, or representation of Information, by any Person to any other Person.

(4) "Person" shall mean and include any individual or natural person, corporation, trust, proprietorship, partnership, limited partnership, joint venture, limited liability company, limited liability partnership, or any other entity.

(b) The Chamber President agrees that confidential information regarding prospects seeking assistance through the City's Sales Tax Revolving Loan Fund (RLF) shall not be provided to nor shared with the Chamber Board of Directors unless such person is a current member of the City's Economic Development Advisory Committee. Further, the Chamber acknowledges and understands that all decisions in regard to the expenditure of RLF funds remains the sole and exclusive decision of the City's governing body.

(c) The Chamber, its employees, officers, directors, and assigns, agree to retain and maintain in strict confidence, and to require its agents, employees, independent contractors, and advisors to retain in confidence, any and all Confidential Information of any and all prospects which it may come into contact with. The Chamber agrees that, without the prior express written consent of the City or any of its business or industrial prospects, the Chamber shall not, either directly or indirectly, individually or in concert with others: (1) Disclose any such Confidential Information to any other Person; (2) use any such Confidential Information for the benefit of any Person other than the City; or (3) permit any Confidential Information to be Disclosed to or used by any Person other than the City.

(d) The Chamber expressly agrees and acknowledges that its obligations pursuant to this Section 6 shall continue, notwithstanding the expiration of this Agreement, the completion of the services, and/or any termination of this Agreement by either the City or the Chamber, so long as the Chamber, or any agent, employee, independent contractor, or advisor of the Chamber, has any knowledge, possession, or control of, or access to, any Confidential Information. Upon the completion of the services, or any other termination or expiration of this Agreement, for any reason, the Chamber shall, if required to do so by the City, promptly return to the City (without retaining copies, in any medium) any and all Confidential Information in the possession or control of the Chamber.

7. Assignment and Successors

The Chamber may not assign any of its rights or duties under this Agreement without the prior written consent of the City, which shall be at its sole discretion. The parties agree that this Agreement shall be binding upon the successors of each party and shall insure to the benefit of, and be enforceable by, such successors, and any officers or directors thereof.

8. Governing Law

The parties agree that this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

9. Notices

Any notices to be given under this Agreement shall be in writing, sent by registered or certified mail, postage prepaid, return receipt requested, or by telegram or facsimile followed by a confirmation letter sent as provided above, addressed to such party as follows:

(a) Notices to the City:

City Manager
City of Pittsburg, Kansas
201 W. 4th Street
P. O. Box 688
Pittsburg, KS 66762

(b) Notices to the Chamber:

President
Pittsburg Area Chamber of Commerce
117 W. 4th Street
P. O. Box 1115
Pittsburg, KS 66762

Notices sent in accordance with this Section shall be deemed effective on the date of dispatch. Any changes in the information set forth in this Section shall be upon notice to the other party delivered in the manner set forth above.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Pittsburg, Kansas this 24th day of November, 2015.

CITY OF PITTSBURG, KANSAS:

By: _____
Mayor, Chuck Munsell

PITTSBURG AREA CHAMBER OF COMMERCE:

By: _____
Chairman of the Board, Brian Sullivan

Exhibit A

Economic Development

The duties related to performing economic development responsibilities for the City of Pittsburg include at a minimum the activities below. The duties entail the establishment of tracking and reporting processes and systems required to adequately document and inform the City and any State or federal agencies regarding the status of any and all activities undertaken on behalf of the City regarding economic development. The City Manager will be provided weekly reports regarding activities related to economic activity. The responsibilities and activities listed herein will be amended as the agreement is renewed periodically.

ACTIVITIES for 2016

A. Core Responsibilities

- a. Provide for the management of all economic development activities as assigned by the City Manager. This includes providing support to the Economic Development Advisory Committee by setting the agenda, preparing minutes, acting as the liaison between the applicants and the Board, and presenting information to the Board as needed.
- b. Monitor forgivable loans to ensure appropriate investment/employment thresholds are being met.
- c. Ensure new and existing property tax abatements are properly considered and renewed each year.

B. Attracting New Businesses

- a. Conduct an industry market assessment to identify targeted sectors for recruitment and provide data to be utilized in marketing efforts. This would be similar to the retail feasibility study, which has been effective in not only identifying prospects and sector clusters, but providing critical data to help sell Pittsburg as an attractive location for investment. As with the retail study, the City will engage an experienced, reputable company to conduct the assessment and provide recommendations.
Timeline: Consultant recommendation presented to City Commission by the end of February 2016. Study to be released by June 2016. Although these efforts can be quite costly (Parsons spent \$70,000 on theirs), Pittsburg's should not be that much given that some of the demographic research is already represented in the hotel/retail feasibility study. This should be less than \$50,000.

- b. Utilizing information from industry market assessment, print and web marketing materials, the City's promotional videos, water video, retail/hotel study, commuter study, housing assessment and PSU Student Retail Study, work with LimeLight Marketing to create a targeted brand and supporting marketing materials. These materials will highlight the advantages of owning a business in Pittsburg, such as:
- i. Business technology (fiber)
 - ii. Website Development
 - iii. Expedited licensing/permitting process
 - iv. Trained workforce (CTEC, PSU, high schools)
 - v. Natural resources (water)
 - vi. Quality Health care
 - vii. Quality of life (parks, trails, arts, culture)

Timeline: Marketing materials and website delivered by August 2016.

- c. Publicize business success stories outside of Pittsburg, as well as to the local residents. Engage Andra Stefanoni, an award-winning journalist, to produce high-quality news stories for submission to local, state and regional media outlets. For approximately \$1,500, Andra will generate a series of business-related articles, at our direction, for widespread publication. One article will be devoted to Pittsburg's impressive entrepreneurial track record, while another will focus on our considerable water supply and the opportunities that asset creates. The articles will be spaced approximately two months apart, and then distributed to state and regional media outlets, as well as to national publications like Site Selection Magazine, Forbes, Fortune, etc. This idea stems from a meeting with Colin Gillespie, head of LEGO-North America, who encouraged Pittsburg to share its story with a wider audience. Goal would be to increase awareness of Pittsburg beyond our immediate area, which should increase Pittsburg's consideration for future relocations.

Timeline: Articles produced/distributed in January, March, May, July and September 2016.

- d. Work vendor/supplier angle. Potential vendors/supplier leads can be generated through BRE program. Ideally, a local employer will make the initial contact or allow staff to drop their name when contacting the vendor. Initial contact will entail a request to meet with the vendor at their earliest convenience, perhaps the next time they're in town. At that meeting, staff will gauge their interest in establishing a Pittsburg location and outline local economic development services. Staff will contact at least two vendors each month.

Timeline: Begin in January 2016.

- e. Utilize events like PSU Company Days, employer fairs and Watco's Customer Appreciation Event to make new contacts (especially those familiar with Pittsburg). Follow up with at least five of these companies each month to gauge their interest in locating a facility in Pittsburg.

Timeline: Begin in January 2016.

C. Creating New Businesses from within the community

- a. Work with potential entrepreneurs to help bring their ideas to fruition. Some projects will be very raw (work with CIBD to help these develop business plans); while others will be more advanced and could be ready for funding. Lead new businesses through the incentive process.

D. Retaining Businesses

- a. Implement a formal Business Retention & Expansion (BRE) program. BRE program will consist of the economic development director arranging a one hour, on-site meeting with three local employers each month. Meetings for the first year will primarily be geared toward the manufacturing sector. Questions asked of the employer will include, but will not be limited to:
 - i. How is your business doing?
 - ii. What are your future plans?
 - iii. What, in relation to your business, keeps you up at night?
 - iv. Are there local issues directly related to Pittsburg and/or Southeast Kansas affecting your business? If so, please describe.
 - v. What can the City of Pittsburg, or the community do to help your business grow?

This communication with existing businesses will help address any potential issues early while also identifying potential growth opportunities. Minimum goal is 36 in-person visits each year.

Timeline: BRE program will kick off in January 2016.

- b. Nominate at least one Pittsburg business for the “Red Tire” program, coordinated by the KU College of Business, which seeks to match graduates of Regents Institutions looking for opportunity with retiring business owners.

Timeline: March 2016

E. Expansion of Businesses

- a. Through BRE program, media coverage, referrals from PSU Small Business Development Center, local banks, etc., proactively assist businesses with growth opportunities and work those to completion of their expansion. The scope of services required will vary by project, but could include gap financing, assistance in finding a location, building improvements, property tax exemptions, help navigating the city permitting process and securing state incentives.

Timeline: Begin in January 2016

- b. Continue Economic Gardening program, which focuses on second-stage businesses and provides assistance/expertise.

- a. Highlight successes through local media to spur additional interest in the program.
- b. Hold informational lunch meeting for those businesses meeting the EG criteria.
- c. Secure necessary funds from the RLF, which when coupled with state dollars, allows Pittsburg businesses to enter the program free of charge.

Timeline: Media exposure in February 2016 with informational meeting for interested businesses in March 2016.

F. Local Initiatives

Perform the following activities to support local initiatives:

- Assist the County with their desire to participate in economic development
 - a) Continue ongoing response to entities outside the City that request economic development assistance.
Timeline: Ongoing
 - b) Participate in ongoing discussion between the City and County regarding extension of City-coordinated economic development efforts to include the County.
Timeline: Ongoing
- Housing growth and reinvestment
 - a) Support housing director, specifically by identifying and securing RLF funds aimed at housing development. When appropriate, provide employer/business viewpoint on housing needs.
Timeline: Ongoing
- Coordinate with Land Use Planning effort by the City
 - a) Work with city planner and other staff to determine appropriate commercial development areas within the City. Examples include the future Highway 69 bypass and Pittsburg's medical district.
Timeline: Ongoing
- Redevelopment including
 - a) Actively contact owners of blighted buildings to offer assistance in restoring or finding new owners. Where appropriate, work with property owners to utilize RLF funds to rehab dilapidated buildings. Goal would be contacting three of these owners monthly.
Timeline: Begin January 2016.
 - b) Support housing director in communicating benefits of land bank to property owners.

Timeline: Ongoing

- Identify areas for Brownfields development
 - a) Following cleanup of a brownfields property, work with property owner to identify potential buyers or tenants. Efforts would include adding the property to the city's (and eventually the new economic development) website and providing information to local realtors.
Timeline: As brownfields sites become available.

- Coordinate with PHS Education
 - a) Support workforce development efforts through PHS and the new technical education center. Will serve as an ex-officio member of the CTEC board of directors. Communicate the CTEC's progress to the Bicknell Family Foundation on quarterly basis. Connect the CTEC to businesses that have a mutual interest.
Timeline: Ongoing

- Local Food System development
 - a) When working with a food-related prospect, connect them to existing local food vendors.
Timeline: Ongoing

- Downtown Growth and Reinvestment
 - a) As vacant buildings become available, support property owners in finding new tenants. This will be done by adding properties to the economic development website and providing information to local realtors.
Timeline: Ongoing

- Technology
 - a) Through the market industry analysis referenced above, identify target companies that would be drawn to our technological capabilities.
Timeline: June 2016

 - b) Market new technological advances through new website, Andra Stefanoni articles, etc.
Timeline: March 2016

- Transportation
 - a) Coordinate appropriate business signage from the Highway 69 bypass.
Timeline: Signs installed by March 2016.

 - b) Define other transportation needs of business (i.e. Atkinson Industries)
Timeline: Ongoing

G. Weekly Report

Create a weekly report template which quantifies work in each of these areas.

The weekly report will be similar to this document with a comment section in each of the priority areas. The comment section will report weekly progress related to the above goals.