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APPOINTMENTS - LAND BANK BOARD OF TRUSTEES -
 Staff is recommending the appointment of the following individuals to first terms as members of the Land Bank Board of Trustees: Kala Spigarelli (legal professional - 1 year term), Tom Spurgeon (financial professional - 2 year term), Troy Graham (Crawford County representative - 1 year term), Destry Brown (USD #250 representative - 3 year term) and Marty Beezley (EDAC Representative - 2 year term). Staff is requesting that the Governing Body further appoint one individual to represent the construction industry and one individual to represent the real estate profession to first three-year terms as members of the Land Bank Board of Trustees.

Land Bank Board Memo 113

PURCHASING POLICY REVISION - Consider revising the Weighted Local Preference portion of the City's Purchasing Policy.

Local Preference Policy 114

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 26, 2015
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the May 12, 2015, City Commission Meeting minutes.
- b. Approval of the annual appropriation for the first year of a twenty year lease between the City and Pittsburg State University for the Plaster Indoor Event Facility.
- c. Approval of staff recommendation to award the bid for the purchase of HM-4 Flint Chat, AB-3 Limestone Rock and 3/4 Clean Rock for a period of June 1st through December 31st, 2015 to the low bidders meeting specs, Kunshek Chat & Coal, Inc., of Pittsburg, based on their low bid of \$9.88 per ton for HM-4 Flint Chat and \$8.18 per ton for AB-3 Limestone Rock, and Randy Vilela Trucking, Hauling & Demolition, of Pittsburg, based on their low bid of \$10.91 per ton for 3/4 Clean Rock and, if approved, authorize the issuance of the necessary purchase order.
- d. Approval of staff recommendation to award the bid for the purchase of Ready Mix Cement/Flowable Fill for a period of June 1st through December 31st, 2015 to O'Brien Ready Mix, of St. Paul, Kansas, based on their low bids meeting specs in the amount of \$82.39 per cubic yard for 3500 psi concrete, \$84.13 per cubic yard for 4000 psi concrete, \$93.58 per cubic yard for high early strength concrete, \$64.16 per cubic yard for flowable fill, \$5.00 per cubic yard hot water and \$5.15 per cubic yard for 2% calcium chloride, and, if approved, authorize the issuance of the necessary purchase order.
- e. Approval of an update to the City of Pittsburg's 2003 drought contingency plan as required by the Kansas Department of Health and Environment and the Kansas Water Office that outlines when the City may declare a water watch or water emergency and provides for the City to issue voluntary/mandatory conservation procedures during water emergency conditions.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 26, 2015
5:30 PM

- f. Approval of the Appropriation Ordinance for the period ending May 26, 2015, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

PUBLIC HEARINGS:

- a. PUBLIC HEARING - The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, May 26th, 2015, at 5:30 p.m. for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant Special Round funds. **Following Public Hearing, approve or disapprove the submittal of an application to the Kansas Department of Commerce for Small Cities Community Development Block Grant Special Rounds funds, adopt Resolution No. 1170, certifying legal authority to apply for the grant, and adopt Resolution No. 1171, assuring the Kansas Department of Commerce that funds will be continually provided for the operation and maintenance of the improvements made with grant funds.**

- b. PUBLIC HEARING - The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, May 26th, 2015, at 5:30 p.m. for the purpose of considering the renewal of the City Retailers Sales Tax, used to maintain and repair City streets, in the amount of one-quarter of one percent (0.25%) for an additional five years to take effect on the first day of April, 2016. **Take that action deemed appropriate.**

SPECIAL PRESENTATION:

- a. 2014 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) - Brian Nyp of Mize Houser and Company PA, the City's auditing firm, will be present to review the City's 2014 audit and CAFR. **Receive for file.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 26, 2015
5:30 PM

CONSIDER THE FOLLOWING:

- a. REVIEW OF BIDS/AWARD OF SALE - The City of Pittsburg advertised for bids to be received until 10:30 a.m. on May 26, 2015, for the purchase of \$6,715,000 aggregate principal amount of General Obligations Bonds, Series 2015A, to be acted upon by the Governing body at its meeting commencing at 5:30 p.m. The City's Director of Finance along with the City's Financial Advisor, will present verbal recommendation. **Approve or disapprove verbal recommendation.**

- b. ORDINANCE NO. S-1020 - Consider Ordinance No. S-1020, authorizing the issuance of General Obligation Refunding Bonds, Series 2015A, of the City of Pittsburg, Kansas, under the authority of Article 12, Section 5, of the Constitution of the State of Kansas, Home Rule Ordinance No. HR-5 of the City, K.S.A. 12-101, and K.S.A. 10-101 to 125, inclusive, all as amended. **Approve or disapprove Ordinance No. S-1020 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

- c. RESOLUTION NO. 1169 - Consider Resolution No. 1169, prescribing the form and details of the City of Pittsburg, Kansas, General Obligation Refunding Bonds, Series 2015A, the issuance of which was authorized by the City pursuant to its Ordinance No. S-1020 passed and approved May 26, 2015; and authorizing certain other documents and actions in connection with the issuance of the Bonds. **Approve or disapprove Resolution No. 1169 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

- d. ORDINANCE NO. S-1021 - Consideration of Ordinance No. S-1021 granting to Kansas Gas and Electric Company, a Kansas Corporation, doing business as Westar Energy, its successors and assigns, an electric franchise, prescribing the terms thereof and relating thereto, and repealing Ordinance S-917. **Approve or disapprove Ordinance No. S-1021 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 26, 2015
5:30 PM

- e. DEVELOPMENT AGREEMENT - Staff is requesting Governing Body approval of the Development Agreement between the City of Pittsburg, Kansas, and Wal-Mart Real Estate Business Trust for the design and construction of improvements and associated cost for the wiring and installation of a traffic signal at the intersection of East Centennial Drive and South Rouse Street. **Approval or disapproval of staff's request and, if approved, authorize the Mayor to execute the Development Agreement on behalf of the City of Pittsburg.**

- f. APPOINTMENTS - LAND BANK BOARD OF TRUSTEES - Staff is recommending the appointment of the following individuals to first terms as members of the Land Bank Board of Trustees: Kala Spigarelli (legal professional - 1 year term), Tom Spurgeon (financial professional - 2 year term), Troy Graham (Crawford County representative - 1 year term), Destry Brown (USD #250 representative - 3 year term) and Marty Beezley (EDAC Representative - 2 year term). Staff is requesting that the Governing Body further appoint one individual to represent the construction industry and one individual to represent the real estate profession to first three-year terms as members of the Land Bank Board of Trustees. **Appoint members to Land Bank Board of Trustees.**

- g. PURCHASING POLICY REVISION - Consider revising the Weighted Local Preference portion of the City's Purchasing Policy. **Approve or disapprove proposed revision to the Weighted Local Preference portion of the City's Purchasing Policy.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 12, 2015

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, May 12th, 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: John Ketterman, Jeremy Johnson, and Monica Murnan. Commissioner Michael Gray participated by phone.

Michael Hart of the Trinity Baptist Church provided the invocation.

Mayor Munsell led the flag salute.

APPROVAL OF MINUTES – APRIL 28th, 2015 - On motion of Murnan, seconded by Johnson, the Governing Body approved the April 28th, 2015, City Commission Meeting minutes as submitted. Motion carried.

ORDINANCE NO. G-1222 – On motion of Murnan, seconded by Johnson, the Governing Body approved Ordinance No. G-1222, repealing Article II, Sections 26-31 through and including Section 26-38 of the Pittsburg City Code. Motion carried.

ORDINANCE NO. G-1223 – On motion of Murnan, seconded by Johnson, the Governing Body approved Ordinance No. G-1223, creating Article II in Chapter 26 of the Pittsburg City Code for the purpose of creating the Pittsburg Land Bank, and determining the membership, duties and functions of the Board of Trustees of the Pittsburg Land Bank. Motion carried.

TRANSYSTEMS - CDBG PROJECT ENGINEER – On motion of Murnan, seconded by Johnson, the Governing Body approved the Community Development and Housing Department's request to select TranSystems as the proposed CDBG project engineering firm for a Special Round CDBG project to include sidewalk improvements along East 4th Street, parking lot improvements at Schlanger Park, and the addition of a public restroom at Trailhead Park, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

MEMORIAL AUDITORIUM ADVISORY BOARD APPOINTMENT – On motion of Murnan, seconded by Johnson, the Governing Body appointed Mr. Bob Laushman to a first four-year term as a member of the Memorial Auditorium Advisory Board effective immediately and to expire on December 31st, 2018. Motion carried.

DISPOSITION OF BIDS – PULSAR PLUS CALCIUM HYPOCHLORITE – On motion of Murnan, seconded by Johnson, the Governing Body awarded the bid for the purchase of Pulsar Plus Calcium Hypochlorite to be used at the Pittsburg Aquatic Center to Commercial Aquatic Services, Inc., of Olathe, Kansas, based on their low bid meeting specifications of \$108.54 per 50 pound bucket. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 12, 2015

DISPOSITION OF BIDS – 2015 SALES TAX STREET PROGRAM – On motion of Murnan, seconded by Johnson, the Governing Body awarded the bid for the 2015 Sales Tax Street Program in Twin Lakes Addition to Blevins Asphalt Construction Co., Inc., of Mt. Vernon, Missouri, based on their low bid meeting specifications in the amount of \$210,834.40 and authorized the Mayor to sign the contract documents when prepared. Motion carried.

CHANGE ORDER NO. 1 AND FINAL PAYMENT – 2014 SALES TAX STREET PROGRAM – On motion of Murnan, seconded by Johnson, the Governing Body approved Change Order No. 1 reflecting an increase of \$3,433.44 making a new contract construction amount of \$131,210.62 and final payment in the amount of \$16,211.16 to Swift Construction Company, Inc., of Neosho, Missouri, for the 2014 Sales Tax Street Program in the Joplin Heights Addition, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

CHANGE ORDER NO. 1 – TREE CLEARING PROJECT – ATKINSON MUNICIPAL AIRPORT – On motion of Murnan, seconded by Johnson, the Governing Body approved Change Order No. 1, reflecting an increase of \$4,000.00 making a new contract construction amount of \$90,242.50 submitted for consideration by Home Center Construction, Inc., of Pittsburg, for the clearing and grubbing of trees within Runway 16 approach area at the Atkinson Municipal Airport, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Murnan, seconded by Johnson, the Governing Body approved the Appropriation Ordinance for the period ending May 12th, 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.

COMMUNITY IMPROVEMENT DISTRICT (CID) POLICY – On motion of Murnan, seconded by Ketterman, the Governing Body adopted a Community Improvement District (CID) Policy, establishing guidelines for the Governing Body to use when it considers a petition for the creation of a CID and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

WASTE LOAD ALLOCATION FOR COW CREEK – On motion of Murnan, seconded by Ketterman, the Governing Body authorized staff to engage the professional services of CH 2M Hill Engineering Consultants, of Kansas City, Kansas, to represent the City of Pittsburg, and to provide a professional review of the findings of the Kansas Department of Health and Environment with regard to Total Maximum Daily Loading, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

BI-MONTHLY FINANCIAL REPORT - Director of Finance Jamie Clarkson presented the bi-monthly budget report for the period ending April 30, 2015.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 12, 2015

TROY GRAHAM RESIGNATION - City Manager Daron Hall announced that Assistant Director of Public Works Troy Graham has resigned, as he has accepted the position of Crawford County Zoning Administrator.

STREET SALES TAX - City Manager Daron Hall stated that during the recent City Commission/City Staff working day, the renewal of the street sales tax, which will expire in April of 2016, was discussed. Commissioner Ketterman suggested a public hearing be held during the May 26th, 2015, City Commission Meeting to allow discussion on this topic.

DOWNTOWN - Commissioner Murnan thanked everyone involved with the hanging baskets located downtown. Commissioner Ketterman added that the new flags downtown are a nice addition.

ADJOURNMENT: On motion of Johnson, seconded by Ketterman, the Governing Body adjourned the meeting at 5:48 p.m. Motion carried.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk



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: May 18, 2015

SUBJECT: Plaster Event Center Annual Commitment

On the January 22, 2013 City Commission meeting, the Commission authorized City staff to enter into a lease agreement with Pittsburg State University (PSU) for the then unnamed Plaster Indoor Event Facility. On March 25, 2013, the City and PSU executed the lease agreement. The agreement calls for a commitment from the City in an initial installment of \$1.5 million during the construction phase and then \$175,000 per year for twenty years commencing with the Certificate of Final Completion. The funding source is the Revolving Loan Sales Tax Fund. The \$1.5 million installment was paid to the PSU Foundation on November 5, 2013. Now that the Plaster Indoor Event Facility is completed and operational, the PSU Foundation is requesting the year one installment of \$175,000.

cc: Tammy Nagel, City Clerk



Pittsburg State University Foundation, Inc.

INVOICE

Advancement Services Office
Wilkinson Alumni Center
Pittsburg, KS 66762
(620) 235-4936

5/12/15

City of Pittsburg
Attn: Jamie Clarkson
201 W. 4th St.
Pittsburg, KS 66762

Remit to address indicated below.

Due Date: 6/1/2015

INVOICE NUMBER: PECFY15

1st of 20 annual lease installments for the Robert W. Plaster Event Center ---- \$175,000

*year one
JC
271-200-763.034*

Total Invoice \$175,000

RECEIVED

MAY 18 2015

**City of Pittsburg
Dept. of Finance & Adm.**

Please remit to:

Pittsburg State University Foundation, Inc.
P.O. Box 4005
Pittsburg, KS 66762-9910

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: May 19, 2015

SUBJECT: Agenda Item – May 26, 2015
Disposition of Bids
HM-4 Flint Chat, AB-3 Limestone Rock and $\frac{3}{4}$ Clean Rock

Bids were received on Tuesday, May 19th, 2015 for the purchase of HM-4 Flint Chat, AB-3 Limestone Rock and $\frac{3}{4}$ Clean Rock for use by the Departments of Public Works and Public Utilities (see attached bid tab sheet). These materials are used for the maintenance of streets and alleys and bedding and filling for water mains, sanitary sewers and storm sewers.

After reviewing the bids received, City staff is recommending the bids be awarded to the low bidder meeting specifications as follows:

HM-4 Flint Chat

Kunshek Chat & Coal, Inc. \$9.88/ton
308 Memorial Drive
Pittsburg, Kansas 66762
(Last year's bid – Kunshek Chat & Coal, Inc. - low bid of \$12.50/ton)

AB-3 Limestone Rock

Kunshek Chat & Coal, Inc. \$8.18/ton
(Last year's bid – Randy Vilela Trucking, Hauling & Demolition – low bid of \$8.69/ton)

MEMO TO: DARON HALL
MAY 19, 2015
PAGE TWO

3/4 Clean Rock

Randy Vilela Trucking, Hauling & Demolition \$10.91/ton
(Last year's bid – Kunshek Chat & Coal, Inc. - low bid of \$10.95/ton)

In the past, these bids were based on a one year contract for the period of May 1st through April 30th. The City is in the process of receiving bids for all annual purchases based on a period of January 1st through December 31st. In this regard, these bids will be effective from June 1st through December 31st, 2015 and will then be re-bid at the end of the year for 2016 bids. These materials will be purchased with funds allocated in the street improvements sales tax, special fuels and utilities general operating budgets.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 26th, 2015. Action necessary will be approval or disapproval of staff's recommendation to award the bids to the low bidder as stipulated above.

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

Attachment: Bid Tab Sheet



The City of Pittsburg, Kansas
Recapitulation of Bids - Street Materials
Tuesday, May 19th, 2015 - 2:00 p.m.

Name and Address of Bidder	HM-4 Flint Chat (Per Ton)	AB-3 Limestone Rock (Per Ton)	¾ Clean Rock (Per Ton)
Mid-West Minerals, Inc. P.O. Box 412 Pittsburg, Kansas 66762	NO BID	\$9.55	\$12.30
Kunshak Chat & Coal, Inc. 308 Memorial Drive Pittsburg, Kansas 66762	\$9.88	\$8.18	\$10.98
Randy Vilela Trucking, Hauling & Demolition P.O. Box 208 Pittsburg, Kansas 66762	NO BID	\$8.51	\$10.91
2014 BIDS	\$12.50	\$8.69	\$10.95



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: May 19, 2015

SUBJECT: Agenda Item – May 26, 2015
Disposition of Bids
Ready Mix Cement/Flowable Fill

Bids were received on Tuesday, May 19th, 2015 for the purchase of ready mix cement/flowable fill. Bid packets were sent out to two vendors, however, only one bid was received (see attached bid tab sheet). After reviewing the bids received, City staff is recommending that the bids be awarded to the low bidder meeting specifications, O'Brien Ready Mix, of St. Paul, Kansas.

In the past, these bids were based on a one year contract for the period of May 1st through April 30th. The City is in the process of receiving bids for all annual purchases based on a period of January 1st through December 31st. In this regard, these bids will be effective from June 1st through December 31st, 2015 and will then be re-bid at the end of the year for 2016 bids.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 26th, 2015. Action necessary will be approval or disapproval of staff's recommendation and, if approved, direct the issuance of the necessary purchase order.

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

Attachments: Bid Tab Sheet



City of Pittsburg, Kansas
Recapitulation of Bids
Purchase of Ready Mix/Flowable Fill
Tuesday, May 19th, 2015 – 2:00 p.m.

NAME/ADDRESS OF BIDDER	3500 psi Concrete (per cubic yard)	4000 psi Concrete (per cubic yard)	High Early Strength (per cubic yard)	Flowable Fill (per cubic yard)	Hot Water (per cubic yard)	2% Calcium Chloride (per cubic yard)
O'Brien Ready Mix P.O. Box 217 St. Paul, Kansas 66771 Plant Location: 791 E. 590 th Ave. Frontenac, KS 66763	\$82.39	\$84.13	\$93.58	\$64.16	\$5.00	\$5.15
2014 BIDS	\$80.91	\$83.31	\$91.41	\$62.44	\$5.00	\$5.00



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: JOHN H. BAILEY
Director of Public Utilities

DATE: May 19, 2015

SUBJECT: Agenda Item – May 26, 2015
Water Conservation Plan

The State of Kansas Department of Health and Environment (KDHE) and the Kansas Water Office (KWO) have requested each municipality in Kansas to undergo a drought contingency planning process. The KWO and the Kansas Department of Agriculture have both reviewed the plan presented and find it to be acceptable subject to approval by the City Commission. Final payment for the generator at the Water Treatment Plant was contingent upon having an approvable plan. KDHE has released final funds for the generator project and thus this project is closed out.

One of the caveats of the loan agreement was to present an approvable plan to the City of Pittsburg. We ask that you review the plan as an update to the one prepared in 2003. Drought contingency planning is not as critical to the City of Pittsburg as it is for municipalities that depend on the surface water supply and/or groundwater which is limited in scope. The existing drought contingency plan has never been called into force since its first creation.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 26, 2015. Action being requested is approval or disapproval of update to the City of Pittsburg's drought contingency plan.

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

Attachment: Water Conservation Plan

**MUNICIPAL WATER
CONSERVATION PLAN
FOR THE
CITY OF PITTSBURG**



MUNICIPAL WATER CONSERVATION PLAN FOR THE CITY OF PITTSBURG

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INTRODUCTION

The City of Pittsburg has undertaken a number of steps to ensure a dependable water supply for our customers during the past 30 years. The original water supply for our City was obtained from wells in the Roubidoux Formation. Construction of a lime softening water treatment plant was completed in 1975. Three new wells were drilled in 1974. These wells also take their water from the Roubidoux Formation. The original old wells were abandoned. An additional fourth well was established in 1981, to provide an additional source of water supply. All four wells will produce an average of 2,000 gpm each.

In 1989, the City of Pittsburg upgraded the water treatment plant to a treatment capacity of 5.2 MGD. The facility removes hydrogen sulfide with counter current aeration towers and chlorine as an oxidant. The plant makes use of the lime softening to produce a high quality water. The City of Pittsburg completed an upgrade of the entire facility in 2015 including full automation and reconstruction of all components. Rated capacity of the facility can be upgraded via re-rating of the facility through the filter components.

The City's treated water storage facilities consist of two 750,000 gallon elevated tanks, one 250,000 gallon elevated tank, one 1,500,000 gallon under ground storage tank, and a 500,000 gallon clear well for a total storage capacity of 3,750,000 gallons.

Our City water supply, water treatment plant and distribution system have ample capacity to meet current customers demands and future projected demands for many years. The City of Pittsburg believes that our Municipal Water Conservation Plan represents an additional major step in ensuring our customers of a dependable water supply in future years.

MUNICIPAL WATER CONSERVATION PLAN

The primary objectives of the Water Conservation Plan for the City of Pittsburg are to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought/Emergency Contingency Section) to assure the City customers of an adequate water supply to meet their needs.

LONG-TERM WATER USE EFFICIENCY

WATER USE CONSERVATION GOALS

The City of Pittsburg used 110 gallons per person per day (GPCD) in 2012. This GPCD figure included:

- a) water sold to residential/commercial customers;
- b) water distributed for free public services (parks, cemeteries, swimming pools etc.); and
- c) water lost by leaks in the water distribution system.

However, the GPCD figure does not include municipally supplied water for industries that use over 200,000 gallons per year. According to Figure 1, shown in the 2012 Kansas Municipal Water Use Publication, our City is located in Region 8. From this publication it was determined that our City GPCD water use was 110, which was 20 percent above the regional average of 134 GPCD among cities in Region 8 during 2012. The City desires to set a water use conservation goal for usage not to exceed 110 GPCD based on the regional average of the last five years (2008 thru 2012). Our City anticipates not exceeding this goal by carrying out the specific actions that are outlined in our plan.

WATER CONSERVATION PRACTICES

This subsection of the plan summarizes the current education, management and regulation efforts that relate to the long-term conservation of water in the City. Specific practices that will be undertaken to conserve water are listed and a target date to begin each practice is also shown.

Education

The City water bills show the total number of cubic feet of water used during the billing period and the amount of the bill. Water bills will also show gallons of water used. Water conservation tips are not normally provided with the water bills. The City has not provided information on water conservation to the local news media on a regular basis and has not encouraged the Board of Education and teachers to become involved in water conservation presentations in schools.

The City has chosen the following conservation practices and target dates for the Education Component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Education Conservation Practices to be Taken	Target Date
1. Make available information on water conserving landscape practices through publications, local news media, seminars or other appropriate means.	December 2015
2. At least one water conservation article will be prepared and provided to all customers along with their Consumer Confidence Report each year.	Implemented
3. Water bills will show the amount of water used in gallons and the cost of the water.	Implemented

Management

The City of Pittsburg has water meters on all water supplies and water pumped to the distribution system. Any new supply will have an individual meter on each source of supply. These meters are read on a monthly basis. The meters are checked for accuracy whenever the Utility Department believes the meters are not operating correctly.

All residential/commercial customers have water meters installed. Customer meters are scheduled for an accuracy check and possible repair or replacement at least once every 10 years.

The City of Pittsburg reads each customer's water meter monthly and mails a monthly water bill to each customer.

Water leaks from the City's public water distribution system are repaired when customers report leaks from the water mains, or when located by City personnel. Water pressure is checked especially when customers complain that their water pressure is too low.

The water rate structure for the City was passed on November 10th, 2014. The sewer rate is \$19.78 for all residential customers for the first 200 cubic feet, then \$2.84 per 100 cubic feet.

Within the City of Pittsburg, Kansas	
1. All water consumed not in excess of 200 cubic feet per month, minimum charge	\$11.34
2. The next 300 cubic feet per month, per 100 cubic feet	\$4.70
3. The next 1,500 cubic feet per month, per 100 cubic feet	\$4.43
4. The next 8,000 cubic feet per month, per 100 cubic feet	\$4.22
5. The next 8,000 cubic feet per month, per 100 cubic feet	\$3.92
6. The next 8,000 cubic feet per month, per 100 cubic feet	\$3.72
7. The next 74,000 cubic feet per month, per 100 cubic feet	\$3.46
8. The next 200,000 cubic feet per month, per 100 cubic feet	\$3.13
9. The next 200,000 cubic feet per month, per 100 cubic feet	\$2.89
10. The next 200,000 cubic feet per month, per 100 cubic feet	\$2.67
11. The next 200,000 cubic feet per month, per 100 cubic feet	\$2.45
12. The next 200,000 cubic feet per month, per 100 cubic feet	\$2.28
13. The next 200,000 cubic feet per month, per 100 cubic feet	\$2.09
14. The next 200,000 cubic feet per month, per 100 cubic feet	\$1.93
15. All in excess of 1,500,000 cubic feet per month, per 100 cubic feet	\$1.78

The City of Pittsburg realizes that much greater emphasis must be placed on obtaining accurate measurement of water use at our raw water intake and at customer meters and that a water use records system must be developed that can be used to more effectively and efficiently manage the City public water distribution system. Hence, the City of Pittsburg has chosen the following conservation practices and target dates for the Management component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Management Conservation Practices to be Taken	Target Date
1. All raw water intakes will have meters installed and the meters will be repaired or replaced within two weeks when malfunctions occur.	Implemented
2. Meters at raw water intakes will be tested for accuracy at least once every year. Each meter will be repaired or replaced if its test measurements are not within 1.5 percent of the actual volume of water passing through the meter.	Implemented
3. Meters will be installed at all residential service connections and at all other service connections, including separate meters for municipally operated irrigation systems which irrigate more than one acre of turf.	Implemented
4. Meters at each individual service connection will be replaced or tested for accuracy on a regular basis, at least once every 10 years, if they are two inch or less. Meters over two inches will be tested for accuracy at least once every three years. Each meter will be repaired or replaced if its test measurements are not within 1.5 percent of the actual volume of water passing through the meter.	Implemented
5. All raw water intakes will be read at least on a monthly basis and meters at individual service connections will be read at least once every two months.	Implemented
6. The water utility will implement a water management review, which will result in a specified change in water management practices or implementation of a leak detection and repair program or plan, whenever the amount of unsold water (amount of water provided free for public service, used for treatment purposes, water loss, etc.) exceeds 20 percent of the total raw water intake for a two month time period.	Implemented
7. Water sales will be based on the amount of water used.	Implemented
8. Develop and implement an irrigation management program for irrigated grounds.	Implemented
9. Implement an asset management system to assist with the maintenance and upgrading of the distribution system and plant maintenance.	Currently Underway

Regulation

The City of Pittsburg does not have any water conservation regulations in effect at the present time. Because of our ability to supply water during normal periods, regulatory controls on water use are included only in the Drought/Emergency Contingency section of this plan and water emergency ordinance where they constitute the primary means for concerning water during a supply emergency.

The City of Pittsburg does have a plumbing code, but has not felt the need to incorporate mandatory use of water conservation units in the plumbing code. The enforcement of any regulations to require use of any water conservation plumbing measures would be very difficult. Most new homes and/or remodeling projects do include the use of water conservation toilets and faucets.

DROUGHT/EMERGENCY CONTINGENCY

The City of Pittsburg addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The City Manager is authorized by ordinance to implement the appropriate conservation measures.

STAGE 1: WATER WATCH

Triggers

This stage may be triggered by any one of the following conditions:

1. The City storage has fallen below 85 percent capacity and will not recover within a normal amount of time.
2. Groundwater levels have fallen five feet below the normal seasonal level.
3. Demand for one day is in excess of 6.0 million gallons per day (mgd).

Goals

The goals of this stage are to heighten awareness of the public on water conditions and to maintain the integrity of the water supply system.

Education Actions

1. The City will make occasional news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming season.

Management Actions

1. The City wells will be refurbished on a regular basis and the well casing replaced with stainless steel to maintain them at their most efficient condition.
2. Leaks will be repaired within 48 hours of detection.
3. The City will monitor its use of water and may curtail activities such as hydrant flushing and street cleaning.

Regulation Actions

The public will be asked to curtail some outdoor water use.

STAGE 2: WATER WARNING

Triggers

This stage may be triggered by any one of the following conditions:

1. The City storage has fallen below 70 percent capacity and does not recover and will not recover within a normal amount of time.
2. Groundwater levels have fallen ten feet below the normal seasonal level.
3. Pumping lowers water levels to within ten feet of the top of the well screens.
4. Treatment plant operations are at 80 percent capacity or more for three consecutive days.
5. Demand for one day is in excess of 7.0 million gallons per day (mgd).

Goals

The goals of this stage are to reduce peak demands by 20% and to reduce overall weekly consumption by 10%.

Education Actions

1. The City will make weekly news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming week.
2. Water conservation articles will be provided to the local newspaper.

Management Actions

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within 12 hours of detection.
3. Pumpage at wells will be reduced to decrease drawdown and to maintain water levels over well screens.
4. The City will curtail its water usage, including operation of fountains, watering of City grounds and washing of vehicles.

Regulation Actions

1. An odd/even lawn watering system may be imposed on City residents. Residents with odd-numbered addresses will water on odd days; even addresses will water on even days.
2. Outdoor water use, including lawn watering and car washing will be restricted to before 10:00 am and after 9:00 pm.
3. Golf courses will restrict watering to tees and greens after sunset.
4. Refilling of swimming pools will be allowed one day a week after sunset.
5. Excess water use charges for usage of water over the amount used in the winter will be considered.

STAGE 3: WATER EMERGENCY

Triggers

This stage may be triggered by any one of the following conditions:

1. The City storage has fallen below 50 percent capacity.
2. Groundwater levels have fallen fifteen feet below the normal seasonal level.
3. Pumping lowers water levels to within five feet of the top of the well screens.
4. Treatment plant operations are at 90 percent capacity or more for three consecutive days.
3. Demand for one day is in excess of 7.5 million gallons per day (mgd).

Goals

The goals of this stage are to reduce peak demands by 40% and to reduce overall weekly consumption by 25%.

Education Actions

1. The City will make daily news releases to the local media describing present conditions and indicating the water supply outlook for the next day.
- 2.. The City will hold public meetings to discuss the emergency, the status of the City water supply and further actions, which need to be taken.

Management Actions

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within 24 hours of detection.
3. Pumpage at wells will be reduced to decrease drawdown and to maintain water levels over well screens.
4. The City will seek additional emergency supplies from other users, the state or the federal government.

Regulation Actions

1. Outdoor water use will be banned.
2. Waste of water will be prohibited.

PLAN REVISION, MONITORING & EVALUATION

The City of Pittsburg will establish a monthly management practice of reviewing monthly totals for water production, residential/commercial sales, water provided free-of-charge, and “unaccounted for water”. Problems noted during the monthly review will be solved as soon as possible.

The City of Pittsburg Municipal Water Conservation Plan will be reviewed during the month of April each year and on a more frequent basis during drought or other water shortage conditions. If the water conservation GPCD goals for the previous year are not met, then the City will review the data collected from the previous year in relationship to the status and effectiveness of the conservation practices that are outlined in our plan and will provide a status report to the Division of Water Resources which will also include any additional water conservation practices that may need to be taken in order for the city to achieve and maintain its water use conservation GPCD goals.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	5/08/2015			174896		
C-CHECK	VOID CHECK	V	5/08/2015			174897		
C-CHECK	VOID CHECK	V	5/08/2015			174899		
C-CHECK	VOID CHECK	V	5/08/2015			174909		
C-CHECK	VOID CHECK	V	5/08/2015			174910		
C-CHECK	VOID CHECK	V	5/08/2015			174911		
C-CHECK	VOID CHECK	V	5/08/2015			174912		
C-CHECK	VOID CHECK	V	5/08/2015			174915		
C-CHECK	VOID CHECK	V	5/08/2015			174916		
C-CHECK	VOID CHECK	V	5/08/2015			174917		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	10	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: * TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	10	0.00	0.00	0.00
BANK: * TOTALS:	10	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 5/06/2015 THRU 5/19/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0523	AT&T	R	5/08/2015			174895		4,012.45
4263	COX COMMUNICATIONS KANSAS LLC	R	5/08/2015			174898		2,196.25
6420	ADAM HARRISON	R	5/08/2015			174900		1,113.00
7151	TOTALFUNDS BY HASLER	R	5/08/2015			174901		1,000.00
1554	LITTLE BALKANS FESTIVAL	R	5/08/2015			174902		450.00
6894	R.M.I. GOLF CARTS	R	5/08/2015			174903		9.37
0175	REGISTER OF DEEDS	R	5/08/2015			174904		456.00
6273	SALISBURY SUPPLY CO INC	R	5/08/2015			174905		3,900.00
1	STACY, BRETT	R	5/08/2015			174906		500.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	5/08/2015			174907		107.89
5589	VERIZON WIRELESS SERVICES, LLC	R	5/08/2015			174908		8,316.65
2350	WASTE CORPORATION OF MISSOURI	R	5/08/2015			174913		45.00
1108	WESTAR ENERGY	R	5/08/2015			174914		87,810.16
5371	PITTSBURG FAMILY YMCA	R	5/08/2015			174918		113.52
0205	SAM'S CLUB	R	5/11/2015			174932		620.88
3516	CITY OF PITTSBURG	R	5/15/2015			174933		405.00
4263	COX COMMUNICATIONS KANSAS LLC	R	5/15/2015			174934		158.88
1	FRIENDS OF THE NRA	R	5/15/2015			174935		500.00
7347	FINDING WORDS OF KANSAS	R	5/15/2015			174936		1,050.00
1	PARROTBAY/CORNER BISTRO	R	5/15/2015			174937		460.00
6957	U.S. BANK	R	5/15/2015			174938		360.21
0093	US POST OFFICE	R	5/15/2015			174939		146.00

VENDOR SET: 99 City of Pittsburg, KS
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 DATE RANGE: 5/06/2015 THRU 5/19/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5589	VERIZON WIRELESS SERVICES, LLC	R	5/15/2015			174940		193.44
2350	WASTE CORPORATION OF MISSOURI	R	5/15/2015			174941		27.95
0205	SAM'S CLUB	R	5/18/2015			174942		1,027.72
6154	4 STATE MAINTENANCE SUPPLY INC	R	5/19/2015			174943		63.84
2004	AIRE-MASTER OF AMERICA, INC.	R	5/19/2015			174944		16.39
6956	BSN SPORTS, INC	R	5/19/2015			174945		1,120.66
7018	CEDAR CREEK LANDSCAPE MANAGEME	R	5/19/2015			174946		850.00
1369	CITY ATTORNEYS ASSOCIATION OF	R	5/19/2015			174947		65.00
5759	COMMUNITY HEALTH CENTER OF SEK	R	5/19/2015			174948		190.00
1072	CUSIP GLOBAL SERVICES	R	5/19/2015			174949		480.00
0118	FED EX	R	5/19/2015			174950		49.48
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	5/19/2015			174951		329.80
6656	KNIPP EQUIPMENT INC	R	5/19/2015			174952		643.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	5/19/2015			174953		720.00
6864	MORIDGE MANUFACTURING INC	R	5/19/2015			174954		266.94
1	PSU ALUMNI - WOOD TECH ALUMNI	R	5/19/2015			174955		350.00
6894	R.M.I. GOLF CARTS	R	5/19/2015			174956		9.37
0188	SECRETARY OF STATE	R	5/19/2015			174957		119.00
6811	SYMBOL ARTS LLC	R	5/19/2015			174958		608.00
7349	TMDE CALIBRATION LABS, INC	R	5/19/2015			174959		141.50
7053	U.S. PEROXIDE, LLC	R	5/19/2015			174960		950.00
3069	VIA CHRISTI PROFESSIONAL SERVI	R	5/19/2015			174961		246.40

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 5/06/2015 THRU 5/19/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	5/13/2015			999999		320.00
0046	ETTINGERS OFFICE SUPPLY	E	5/13/2015			999999		1,646.81
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	5/13/2015			999999		825.00
0073	K P & P INC	E	5/13/2015			999999		357.48
0084	INTERSTATE EXTERMINATOR, INC.	E	5/13/2015			999999		395.00
0105	PITTSBURG AUTOMOTIVE INC	E	5/13/2015			999999		1,708.86
0112	MARRONES INC	E	5/13/2015			999999		705.00
0117	THE MORNING SUN	E	5/13/2015			999999		607.38
0129	PROFESSIONAL ENGINEERING CONSU	E	5/13/2015			999999		1,200.00
0133	JIM RADELL CONSTRUCTION INC	E	5/13/2015			999999		24,882.50
0142	HECKERT CONSTRUCTION CO INC	E	5/13/2015			999999		6,335.97
0146	CHAPMAN'S LOCKSMITHING	E	5/13/2015			999999		61.00
0154	BLUE CROSS & BLUE SHIELD	D	5/08/2015			999999		946.64
0181	INGRAM	E	5/13/2015			999999		31.83
0183	PRO-PRINT INC	E	5/13/2015			999999		150.00
0194	KANSAS STATE TREASURER	E	5/13/2015			999999		5,746.05
0199	KIRKLAND WELDING SUPPLIES	E	5/13/2015			999999		72.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	5/13/2015			999999		247.40
0224	KDOR	D	5/06/2015			999999		4,107.14
0276	JOE SMITH COMPANY, INC.	E	5/13/2015			999999		385.65
0294	COPY PRODUCTS, INC.	E	5/13/2015			999999		1,176.00
0300	PITTSBURG FORD-MERCURY, INC.	E	5/13/2015			999999		1,669.20

VENDOR SET: 99 City of Pittsburg, KS
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 DATE RANGE: 5/06/2015 THRU 5/19/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0306	CASTAGNO OIL CO INC	E	5/13/2015			999999		43.38
0312	HACH COMPANY, INC	E	5/13/2015			999999		866.14
0321	KP&F	D	5/08/2015			999999		45,573.56
0329	O'MALLEY IMPLEMENT CO INC	E	5/13/2015			999999		216.99
0337	CROSS-MIDWEST TIRE	E	5/13/2015			999999		194.25
0347	LYNN'S QUICK LUBE	E	5/13/2015			999999		37.95
0375	CONVENIENT WATER COMPANY	E	5/13/2015			999999		84.50
0409	WISEMAN'S DISCOUNT TIRE INC	E	5/13/2015			999999		395.90
0420	CONTINENTAL RESEARCH CORP	E	5/13/2015			999999		197.46
0534	TYLER TECHNOLOGIES INC	E	5/13/2015			999999		390.00
0571	WILBERT MFG. & SUPPLY	E	5/13/2015			999999		127.00
0704	NEPTUNE RADIATOR AND AUTO	E	5/13/2015			999999		571.97
0709	PURVIS INDUSTRIES LTD	E	5/13/2015			999999		70.60
0728	ICMA	D	5/08/2015			999999		928.93
0751	ULTRA-CHEM INC	E	5/13/2015			999999		210.40
0752	US SIXTY-NINE HIGHWAY	E	5/13/2015			999999		120.00
0788	SCHREIBER LLC	E	5/13/2015			999999		2,722.34
0823	TOUCHTON ELECTRIC INC	E	5/13/2015			999999		44.00
0837	BLACKBURN MANUFACTURING CO	E	5/13/2015			999999		101.45
0844	HY-FLO EQUIPMENT CO	E	5/13/2015			999999		92.42
0910	SCAFFA	E	5/13/2015			999999		25.00
0911	WRIGHT RADIATOR SERVICE	E	5/13/2015			999999		408.18

VENDOR SET: 99 City of Pittsburg, KS
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 DATE RANGE: 5/06/2015 THRU 5/19/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1050	KPERS	D	5/08/2015			999999		37,258.40
1097	BARCO MUNICIPAL PRODUCTS INC	E	5/13/2015			999999		580.80
1478	KANSASLAND TIRE OF PITTSBURG	E	5/13/2015			999999		813.21
1733	BOYD METALS OF JOPLIN INC	E	5/13/2015			999999		475.10
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	5/13/2015			999999		2,967.40
2767	BRENNTAG SOUTHWEST, INC	E	5/13/2015			999999		1,710.00
2825	KANSAS DEPT OF ADMINISTRATION	E	5/13/2015			999999		636.82
2841	KDHE	E	5/13/2015			999999		1,524.00
2960	PACE ANALYTICAL SERVICES INC	E	5/13/2015			999999		1,020.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	5/13/2015			999999		150.00
3248	AIRGAS USA LLC	E	5/13/2015			999999		2,689.39
3261	PITTSBURG AUTO GLASS	E	5/13/2015			999999		150.00
3571	LARRY'S DIESEL REPAIR LLC	E	5/13/2015			999999		3,059.53
4307	HENRY KRAFT, INC.	E	5/13/2015			999999		498.64
4452	RYAN INSURANCE	E	5/13/2015			999999		55.00
4500	ANDREW HUYETT	E	5/12/2015			999999		450.00
4618	TRESA MILLER	E	5/13/2015			999999		1,288.43
4766	ACCURATE ENVIRONMENTAL	E	5/13/2015			999999		56.61
4895	4W METAL BUILDING SUPPLY CO, I	E	5/13/2015			999999		1,437.70
4956	YAMAHA MOTOR CORPORATION, U.S.	E	5/13/2015			999999		2,590.00
5049	CRH COFFEE INC	E	5/13/2015			999999		122.85
5185	FERGUSON ENTERPRISES INC	E	5/13/2015			999999		5,359.63

VENDOR SET: 99 City of Pittsburg, KS
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 DATE RANGE: 5/06/2015 THRU 5/19/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5275	US LIME COMPANY-ST CLAIR	E	5/13/2015			999999		4,032.58
5552	NATIONAL SIGN CO INC	E	5/13/2015			999999		789.86
5581	SAGA QUAD STATE COMMUNICATIONS	E	5/13/2015			999999		445.00
5904	TASC	D	5/08/2015			999999		7,214.30
6117	ALEXANDER OPEN SYSTEMS, INC	E	5/13/2015			999999		238.75
6203	SOUTHWEST PAPER CO INC	E	5/13/2015			999999		11.41
6415	GREAT WEST TANDEM KPERS 457	D	5/08/2015			999999		3,320.00
6524	ELLIOTT EQUIPMENT COMPANY	E	5/13/2015			999999		640.21
6711	TRI-STATE ASPHALT INC	E	5/13/2015			999999		2,913.41
6718	NATIONAL SCREENING BUREAU	E	5/13/2015			999999		230.00
6807	ENVIRONMENTAL RESOURCES	E	5/13/2015			999999		438.71
6952	ADP INC	D	5/15/2015			999999		670.58
7038	SIGNET COFFEE ROASTERS	E	5/13/2015			999999		41.25
7138	OME CORP, LLC	E	5/13/2015			999999		164.30
7240	JAY HATFIELD CERTIFIED USED CA	E	5/13/2015			999999		976.44
7283	CORESOURCE, INC	D	5/07/2015			999999		21,023.56
7283	CORESOURCE, INC	D	5/14/2015			999999		23,774.70
7290	DELTA DENTAL OF KANSAS INC	D	5/08/2015			999999		2,118.87
7290	DELTA DENTAL OF KANSAS INC	D	5/15/2015			999999		3,157.67

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
	REGULAR CHECKS:	44		122,199.75		0.00		122,199.75
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	12		150,094.35		0.00		150,094.35
	EFT:	73		94,000.21		0.12CR		94,000.09
	NON CHECKS:	0		0.00		0.00		0.00
	VOID CHECKS:	0	VOID DEBITS	0.00				
			VOID CREDITS	0.00	0.00	0.00		
TOTAL ERRORS: 0								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 99	BANK: 80144	TOTALS:	129	366,294.31		0.12CR		366,294.19
BANK: 80144	TOTALS:		129	366,294.31		0.12CR		366,294.19

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 5/06/2015 THRU 5/19/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0046	ETTINGERS OFFICE SUPPLY	E	5/18/2015			999999		211.44
0101	BUG-A-WAY INC	E	5/18/2015			999999		55.00
0507	SOUTHEAST KANSAS REGIONAL PLAN	E	5/11/2015			999999		1,875.00
0577	KANSAS GAS SERVICE	E	5/18/2015			999999		6,096.38
0806	JOHN L CUSSIMANIO	E	5/11/2015			999999		260.00
0806	JOHN L CUSSIMANIO	E	5/18/2015			999999		260.00
0823	TOUCHTON ELECTRIC INC	E	5/11/2015			999999		7,821.75
0866	AVFUEL CORPORATION	E	5/18/2015			999999		18,448.25
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	5/11/2015			999999		946.00
2352	DONNA PASHIA	E	5/18/2015			999999		1,046.50
2433	THE MORNING SUN	E	5/18/2015			999999		1,841.60
3847	INTERNATIONAL PUBLIC MANAGEMEN	E	5/18/2015			999999		170.00
4354	LIFESTYLE LEASING INC	E	5/11/2015			999999		1,200.00
4452	RYAN INSURANCE	E	5/18/2015			999999		1,085.00
4500	ANDREW HUYETT	E	5/11/2015			999999		437.50
4500	ANDREW HUYETT	E	5/18/2015			999999		687.50
4711	PENGUIN RANDOM HOUSE, LLC	E	5/18/2015			999999		67.50
5482	JUSTIN HART	E	5/11/2015			999999		60.00
5711	SHAWNEE MISSION FORD	E	5/18/2015			999999		85,694.00
5944	KCR INTERNATIONAL TRUCKS	E	5/11/2015			999999		3,036.46
6175	HENRY C MENGHINI	E	5/11/2015			999999		256.30
6630	PATRICK WALKER	E	5/18/2015			999999		120.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 5/06/2015 THRU 5/19/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6711	TRI-STATE ASPHALT INC	E	5/11/2015			999999		1,229.07
7028	MATTHEW L. FRYE	E	5/18/2015			999999		400.00
7038	SIGNET COFFEE ROASTERS	E	5/11/2015			999999		45.00
7108	KANSAS MUNICIPAL INSURANCE TRU	E	5/18/2015			999999		14,090.00
7118	SP DESIGN & MFG, INC	E	5/11/2015			999999		324.06
7213	TIMOTHY HENDERSON	E	5/11/2015			999999		1,440.00
7227	SWIFT CONSTRUCTION CO., INC.	E	5/18/2015			999999		16,211.16
7348	BRANDON MALLE	E	5/18/2015			999999		63.58

* * 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:	30	165,479.05	0.00	165,479.05
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: EFT TOTALS:	30	165,479.05	0.00	165,479.05
BANK: EFT TOTALS:	30	165,479.05	0.00	165,479.05

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7284	TRANSYSTEMS CORPORATION	R	5/08/2015			174919		9,049.01

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	9,049.01	0.00	9,049.01
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	9,049.01	0.00	9,049.01
BANK: MAN TOTALS:	1	9,049.01	0.00	9,049.01
REPORT TOTALS:	170	540,822.37	0.12CR	540,822.25

Passed and approved this 26th day of May, 2015.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk



INTEROFFICE MEMORANDUM

To: Pittsburg City Commission
From: Becky Gray, Director of Community Development and Housing
CC:
Date: May 19, 2015
Subject: **Summary of Community Development Block Grant Special Round Grant Application**

In Crawford County, Kansas, 36% of the adult population is considered obese. In addition, 25% of adults over the age of 20 report no leisure-time physical activity. To address statistics such as these, a coalition of public health-minded individuals formed Live Well Crawford County, an organization designed to influence public policies around health and lifestyle choices, including increasing physical activity. Additionally, 13.9% of the population in Pittsburg is considered disabled, per the US Census. Many of these residents rely on motorized chairs to convey themselves throughout the community. In light of both of these reasons, the City of Pittsburg created an Active Transportation Advisory Board, who is working closely with Live Well to design and implement a master plan for an active transportation network of sidewalks, bike routes, and trails that will allow citizens maximum access to community resources while ensuring safety. This network will have one main East West connector as well as one main North South connector, from which the auxiliary bike routes, trails, and sidewalks will link.

This CDBG application is seeking funding to complete the main East West connector by constructing sidewalks, installing an accessible public restroom, and enhancing vehicle parking opportunities.

Sidewalks:

This East West Connector is one of the two main spokes of the City's active transportation system, connecting Pittsburg High School, Pittsburg Community Middle School, St. Mary's Colgan private school, and Westside Elementary school. This grant will provide the sidewalks for the very last portion of this connector, from Schlanger Park on the west, to Water Street on the east. Once completed, residents will be able to travel from the east side of town to the west side of town without entering vehicle traffic.

Parking:

Moreover, this East West Connector transects Schlanger Park, which is home to Pittsburg's Everybody Plays playground, a universally accessible playground for people with and without disabilities. The enhancement of the parking lot at this park will accommodate the increased use

of the park as well as ensure accessibility.

Restroom:

Lastly, the East West Connector allows residents to access Downtown Pittsburg, home of the Pittsburg Farmers Market and the site of numerous community activities, including festivals, concerts, and art walks. Funding through this grant will establish a public restroom facility at Trailhead Park, located at 11th and Broadway. This park is roughly the halfway point on the east West Connector, and anchors the downtown corridor. A public restroom in this location will enhance the downtown experience for the entire community as well as provide facilities along the active transportation network.

The Preliminary Engineering Report, provided by TranSystems and included in this communication, provides greater detail of the improvement locations as well as cost.

The total cost of the project is \$385,000. The CDBG grant request is for \$350,000, and the City will provide the \$35,000 match requirement.

PRELIMINARY ENGINEERING REPORT
Sidewalk and Park Improvements

Pittsburg, Kansas

May, 2015

Prepared by:



- I. GENERAL**
 - II. PHYSIOGRAPHY**
 - 2.1 TOPOGRAPHY**
 - 2.2 GEOLOGY**
 - 2.3 HYDROLOGY**
 - 2.4 POPULATION**
 - 2.5 CLIMATE**
 - III. SIDEWALK SYSTEM**
 - IV. PARK FACILITIES**
 - V. EVALUATION OF NEEDS**
- Figure 1: Proposed Improvements*
- VI. ALTERNATIVES FOR IMPROVEMENT**
 - VII. FINANCIAL**
 - 6.1 PRELIMINARY COST ESTIMATES**
 - 6.2 OPERATION AND MAINTENANCE**
 - 6.3 RECOMMENDED IMPROVEMENTS**

Preface:

Executive Summary:

The City of Pittsburg is faced with significant problems with the municipally owned sidewalk and park system. These problems include:

- Numerous reaches of sidewalk that have structurally failed, or are missing.
- Sidewalk failures that are ADA violations
- Areas of inadequate connectivity with recently constructed pedestrian facilities
- No handicap access parking at Schlanger Park
- No restroom facilities at Trailhead Park

This engineering report determined that the most viable alternative was:

- A. The construction of new sidewalk from Schlanger Park to Water Street
- B. The addition of an ADA compliant restroom at Trailhead Park.
- C. The addition of ADA compliant parking at the Schlanger Park parking lot.

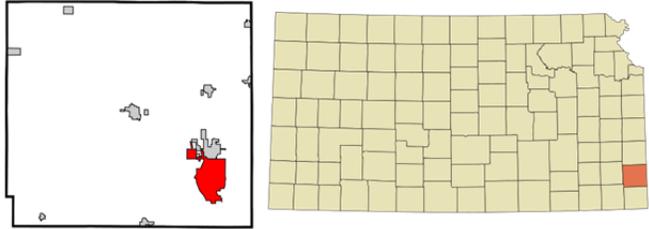
The estimated total project cost is \$385,000. A detailed cost estimate follows:

Opinion of Probable Construction Cost					
City of Pittsburg					
CDBG Park/Sidewalk Project					
ITEM NO.		UNIT	UNIT BID PRICE	QUANTITY	COST
Sidewalk from Schlanger Park to Water Street Bid Items					
1	Mobilization	LS	\$25,000.00	1.0	\$ 25,000.00
2	Contractor Construction Staking	LS	\$10,000.00	1.0	\$ 10,000.00
3	Rock Excavation	C.Y.	\$40.00	300.0	\$ 12,000.00
4	Sidewalk Const. (4")(AE)	S.Y.	\$45.00	1500.0	\$ 67,500.00
5	Sidewalk Const. (6")(AE)	S.Y.	\$50.00	30.0	\$ 1,500.00
6	Sidewalk Const. (8")(AE)	S.Y.	\$55.00	270.0	\$ 14,850.00
7	Sidewalk Ramps	S.Y.	\$140.00	90.0	\$ 12,600.00
8	Aggregate Base (AB-3)(4")	S.Y.	\$10.00	1800.0	\$ 18,000.00
10	Concrete Pavement (6" Uniform)(AE)	S.Y.	\$50.00	221.1	\$ 11,055.00
11	Concrete Pavement (8" Uniform)(AE)	S.Y.	\$65.00	370.6	\$ 24,089.00
12	Curb and Gutter (Combined)(AE)	L.F.	\$25.00	301.0	\$ 7,525.00
13	Traffic Control	LS	\$15,000.00	1.0	\$ 15,000.00
14	Erosion Control/Permitting	LS	\$7,000.00	1.0	\$ 7,000.00
Subtotal =					\$ 226,119.00
Public Restroom at Broadway and 12th Street Bid Items					
1	Building Pad/Concrete Foundation/Floor	S.F.	\$50.00	88.0	\$ 4,400.00
2	Insulated Split Face CMU Walls w/ Painted Interior & Glass Block Windows	S.F.	\$35.00	424.0	\$ 14,840.00
3	Roof Trusses/Sheathing/Shingles/Fascia/Gutters & Downspouts	S.F.	\$25.00	178.0	\$ 4,450.00
4	FRP Door/Frame & Hardware	EA	\$4,000.00	1.0	\$ 4,000.00
5	Toilet Accessories	LS	\$1,500.00	1.0	\$ 1,500.00
6	Plumbing Rough-In & Fixtures	LS	\$5,000.00	1.0	\$ 5,000.00
7	Electrical Power & Lighting	LS	\$4,000.00	1.0	\$ 4,000.00
8	Utility Connections & Final Grading/Seeding	LS	\$6,000.00	1.0	\$ 6,000.00
9	Sidewalk Const. (4")(AE)	S.Y.	\$45.00	6.0	\$ 270.00
Subtotal =					\$ 44,460.00
Schlanger Park Parking Lot and Sidewalk Bid Items					
1	Rock Excavation	C.Y.	\$40.00	10.1	\$ 404.00
2	Concrete Pavement (8" Uniform)(AE)	S.Y.	\$60.00	45.0	\$ 2,700.00
3	2" HMA Overlay	TON	\$150.00	200.0	\$ 30,000.00
4	Signing	LS	\$3,500.00	1.0	\$ 3,500.00
5	Pavement Marking	LS	\$5,500.00	1.0	\$ 5,500.00
Subtotal =					\$ 42,104.00
Project Subtotal =					\$ 312,683.00
Grant Admin =					\$ 20,000.00
Prelim Eng =					\$ 24,500.00
Const Insp =					\$ 27,817.00
Project Total =					\$ 385,000.00
ASSUMPTIONS:					
• Right of Way/Construction Easement costs have not been included.					
• Public utility relocation costs have not been included.					

**PRELIMINARY ENGINEERING REPORT
Sidewalk and Park Improvements
CITY OF PITTSBURG, KANSAS**

I. GENERAL

This report presents the results of an engineering study of the sidewalk and park system serving the City of Pittsburg. Pittsburg is the largest City in Crawford County, as well as the largest in Southeast Kansas. The 2010 census indicates a population of 20,233. Pittsburg is also home to Pittsburg State University, which has an attendance of approximately 8,000 students. . The City is located approximately 3 West of the Missouri state line, and 25 miles north of the Oklahoma state line. Pittsburg is located immediately north of the junction of US Highways 400 and 69.



II. PHYSIOGRAPHY

2.1 Topography:

City is flanked on the West by First Cow Creek and Second Cow Creek, and on the East by East Cow Creek. Other minor tributaries collect drainage throughout the City. Ground surface elevations range from approximately 780 feet to 920 feet above mean sea level, and slope in the area varies considerably.

The gently sloping landscape is traversed by shallow stream valleys. Isolated sandstone hills offer occasional topographic relief. Deep fertile soils and the relatively flat and well-drained topography make the region good for farming, except where the surface has been disturbed by mining. Generally trees grow only on the slopes of hills, banks of larger streams, and in abandoned mining areas.

Topography as it related to the project area does not pose significant issues. In general slopes and topography in the project area are acceptable for park and sidewalk facilities.

2.2 Geology:

The City has a total area of 12.90 square miles, of which 12.8 square miles is land and 0.10 square miles is water. Pittsburg sits in the Ozark Highland region, a mix of prairie and forest. The Ozark Highland region is a transition area between the Ozark Plateau and the Cherokee Lowlands. The Ozark Plateau is located in extreme southeastern Kansas, and includes the Ozarks area of Missouri, Oklahoma and Arkansas. The Pennsylvanian era formations of the Cherokee Lowlands are the second oldest in Kansas, next to the adjacent Ozark area, and are rich in bituminous coal. The Cherokee Lowlands area has produced the largest amount of coal in

Kansas, estimated at over 200 million tons. The outcrops of coal from the Cherokee Group extend northeasterly from Pittsburg-Weir Mining belt into Missouri and Iowa and southward into Oklahoma. Coal mining, both underground and strip mining, has played an important role in the regions past economy.

Moderately expansive soils are located sporadically through the area. Proper design of sidewalks, building foundations and park facilities easily overcomes risks and problems associated with these soils.

2.3 Hydrology:

Due to the proximity of Cow Creek and its tributaries, surface runoff does not generally pose significant problems. Some problems are sporadically experienced in low lying areas. Cow Creek and several of its tributaries are included as part of the regulatory flood plain.



Cow Creek is part of the Spring River Drainage Basin, which enters Grand Lake in Northeast Oklahoma and in turn flows on to the Neosho River Basin.

The sidewalk and park areas examined for improvements will not impact the FEMA base flood elevation, and do not pose significant issues regarding stormwater. A Stormwater Pollution Prevention Plan for erosion control will be provided as part of the construction documents.

2.4 Population

As of the census of 2010, there were 20,233 people, 8,142 households, and 4,087 families residing in the city. The population density was 1,580.7 inhabitants per square mile. There were 9,210 housing units at an average density of 719.5 per square mile. Since 1990, the population has been increasing by a rate of approximately 6.5 %.

Several smaller nearby Cities utilize Pittsburg as a commercial hub, including Frontenac, Arma, Girard and Cherokee.

2.5 **Climate:**

The climate in the vicinity of the site is continental in nature. The average annual precipitation is approximately 42 inches, and the average temperature is 58 degrees Fahrenheit. The climate is characterized by frequent and sometimes extreme changes in temperature, humidity, cloudiness, and winds.

The precipitation is well distributed with approximately thirty percent in the spring, approximately thirty percent in the summer, approximately twenty-six percent in the autumn, and fourteen percent in the winter. Snowfall averages less than ten inches per year.

The freeze/thaw cycle is significant. For structures such as sidewalks, air entrainment is recommended to improve weatherability of the exterior concrete.

III. **SIDEWALK SYSTEM**

3.1 **Existing Facilities:** The City of Pittsburg has significant municipally owned pedestrian oriented infrastructure serving the City. The system includes sidewalks, trails, crosswalks, signals and signage. Past studies by the Federal Highway Administration have led to a focus of a variety of funding toward improving pedestrian facilities. A national increase in pedestrian traffic, coupled with a growing population in Pittsburg, and significant PSU student traffic has also led the City to update and expand pedestrian oriented facilities.

There are areas within the community in which sidewalk facilities are greater than 50 years old, and have passed their design life. Common issues of sidewalk failure include:

- Poor base soils and sub-base preparation causing differential settlement
 - Design Solution: remove 4" of soil below sidewalk and replace with compacted stone with a low Plasticity Index. This low PI stone will relieve differential settlement and reduce the likelihood of heaving due to expansive soils.
 -
- Nearby trees roots causing displacement or cracks
 - Design Solution: If unrestricted trees remain in the Right of Way, a thickened section of sidewalk is recommended adjacent to the tree. Root inhibiting materials may also be used, such as copper infused clothe.
 -
- Heavy Vehicle loading on sidewalks not designed to take such loads
 - Design Solution: Utilize a thickened concrete sidewalk section at known driveways.

- Violations in modern ADA criteria.(Established 1992). Common problems include a cross slope greater than 2%, insufficient width, and insufficient curb ramps.
 - Design Solution: Utilize a cross slope of slightly less than 2% in design (to allow for construction error) and provide a 5' sidewalk width throughout, to avoid the required 'passing or turn around' area for narrower widths.

IV. **PARK FACILITIES**

Pittsburg owns and operates 13 different parks, including Schlanger Park and Trailhead Park. In addition to general park use by the public, the City utilizes these parks for various adult and youth activities and special events.

V. **EVALUATION OF NEEDS**

The City of Pittsburg has made it a priority to improve pedestrian and park facilities throughout the city. Observations made as part of this engineering report, and information from city staff, indicates three areas for key improvements to sidewalks and parks.

Sidewalks: An obvious need for sidewalk improvements exists along 4th Street from Schlanger Park to Water Street. This stretch is heavily utilized by pedestrians as it connects Schlanger Park with the intersection of 4th and Rouse, and on to an existing trail/sidewalk at the Southeast corner of 4th and Water street. This existing sidewalk/trail continues easterly to Pittsburg

High School. Several areas of sidewalk from Schlanger Park to Water Street are severely dilapidated, or missing all together. It is recommended that a pedestrian corridor on the North side of 4th, from Schlanger to Rouse be improved, as well as a pedestrian corridor on the South side of 4th from Rouse to Water Street. Pedestrian utilizing this route would cross 4th Street at Rouse at the recently improved signalized intersection.



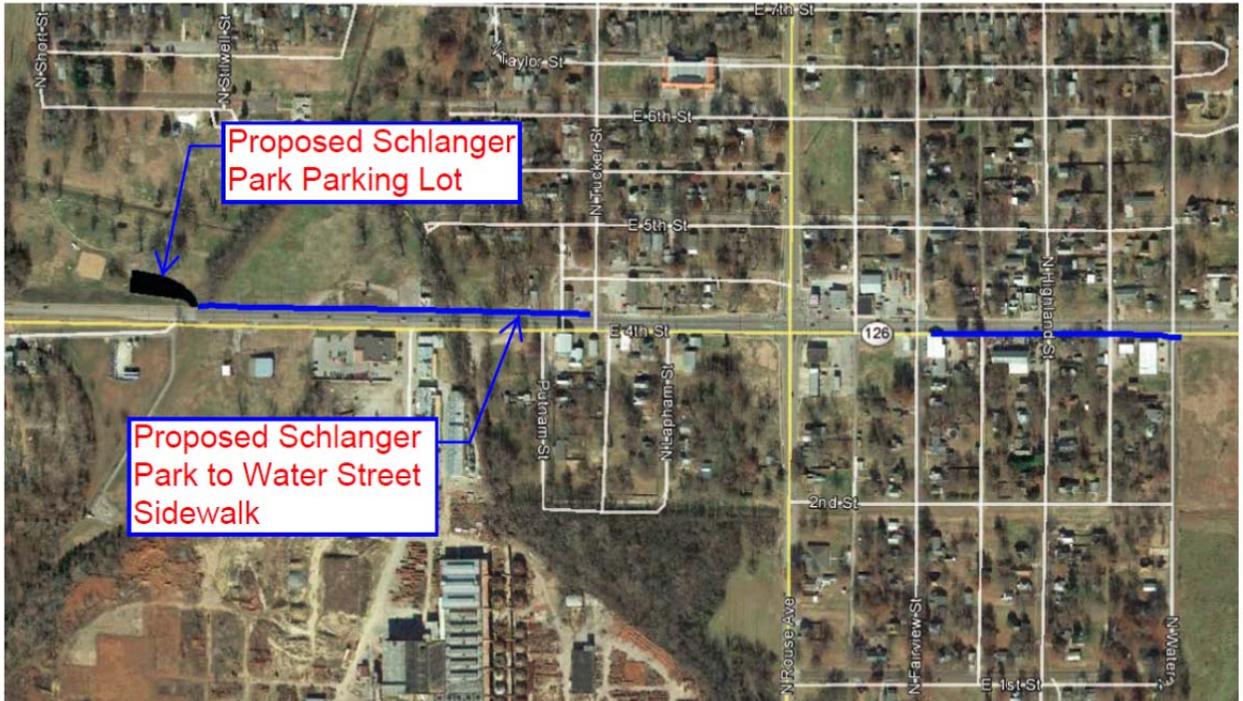
Trailhead Park Restroom: Trailhead Park is a small, multi-use park located near 11th and Broadway. Amenities at the Park include a pergola, connection to the municipal trail system, and connection to the existing sidewalk system. The Park lack restroom facilities, and is the ideal location to provide a restroom facility to serve pedestrians and park patrons.



Schlanger Park Parking Lot: Schlanger Park has significant recreational facilities, including the Schlanger Center, Schlanger Pool, and various playground equipment and locations for sports and recreation. A separate trail project is also under design that will link Schlanger Park with other municipal trail facilities. Schlanger Park does not have any handicap parking stalls located at the existing parking lot on 4th Street, which is an apparent ADA violation. Two handicap parking stalls are recommended for this parking lot. In addition to the trail system that will utilize this park, typical pedestrian activity via sidewalks along the north side of 4th Street is also present. It is also recommended that the existing parking lot be overlaid with asphalt, and proper striping installed. Without striping in the existing parking lot, there is an increased likelihood for vehicles and pedestrians to be in conflict.



Proposed Improvements



VI. ALTERNATIVES FOR IMPROVEMENTS

Sidewalks: Dilapidated sidewalk along 4th Street has created a hazard, in that pedestrians may walk on the driving surface of 4th Street instead of a sidewalk with trip hazards, or in some cases a muddy path. There are numerous ADA violation in the sidewalk along this route. The minimum width of sidewalk recommended based on ADA criteria is 5 feet. The option exists to install a wider sidewalk, such as 8 feet in width. This additional width is obviously more expensive, and is beyond the normal width of a sidewalk.

Trailhead Park Restroom: A single multi-family, or unisex, restroom is proposed. The option exists to provide a restroom for men and women. This type of facility would be twice as expensive. City parks staff indicates that the unisex facility will be adequate.

Schlanger Park parking lot: The only other alternative is the status quo; and as the current situation is an a violation of the American with Disabilities Act, it is not an acceptable alternative.

VII. FINANCIAL

7.1 Preliminary Cost Estimates

Opinion of Probable Construction Cost					
City of Pittsburg					
CDBG Park/Sidewalk Project					
ITEM NO.		UNIT	UNIT BID PRICE	QUANTITY	COST
Sidewalk from Schlanger Park to Water Street Bid Items					
1	Mobilization	LS	\$25,000.00	1.0	\$ 25,000.00
2	Contractor Construction Staking	LS	\$10,000.00	1.0	\$ 10,000.00
3	Rock Excavation	C.Y.	\$40.00	300.0	\$ 12,000.00
4	Sidewalk Const. (4")(AE)	S.Y.	\$45.00	1500.0	\$ 67,500.00
5	Sidewalk Const. (6")(AE)	S.Y.	\$50.00	30.0	\$ 1,500.00
6	Sidewalk Const. (8")(AE)	S.Y.	\$55.00	270.0	\$ 14,850.00
7	Sidewalk Ramps	S.Y.	\$140.00	90.0	\$ 12,600.00
8	Aggregate Base (AB-3)(4")	S.Y.	\$10.00	1800.0	\$ 18,000.00
10	Concrete Pavement (6" Uniform)(AE)	S.Y.	\$50.00	221.1	\$ 11,055.00
11	Concrete Pavement (8" Uniform)(AE)	S.Y.	\$65.00	370.6	\$ 24,089.00
12	Curb and Gutter (Combined)(AE)	L.F.	\$25.00	301.0	\$ 7,525.00
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Subtotal =					\$ 226,119.00
Public Restroom at Broadway and 12th Street Bid Items					
1	Building Pad/Concrete Foundation/Floor	S.F.	\$50.00	88.0	\$ 4,400.00
2	Insulated Split Face CMU Walls w/ Painted Interior & Glass Block Windows	S.F.	\$35.00	424.0	\$ 14,840.00
3	Roof Trusses/Sheathing/Shingles/Fascia/Gutters & Downspouts	S.F.	\$25.00	178.0	\$ 4,450.00
4	FRP Door/Frame & Hardware	EA	\$4,000.00	1.0	\$ 4,000.00
5	Toilet Accessories	LS	\$1,500.00	1.0	\$ 1,500.00
6	Plumbing Rough-In & Fixtures	LS	\$5,000.00	1.0	\$ 5,000.00
7	Electrical Power & Lighting	LS	\$4,000.00	1.0	\$ 4,000.00
8	Utility Connections & Final Grading/Seeding	LS	\$6,000.00	1.0	\$ 6,000.00
9	Sidewalk Const. (4")(AE)	S.Y.	\$45.00	6.0	\$ 270.00
Subtotal =					\$ 44,460.00
Schlanger Park Parking Lot and Sidewalk Bid Items					
1	Rock Excavation	C.Y.	\$40.00	10.1	\$ 404.00
2	Concrete Pavement (8" Uniform)(AE)	S.Y.	\$60.00	45.0	\$ 2,700.00
3	2" HMA Overlay	TON	\$150.00	200.0	\$ 30,000.00
4	Signing	LS	\$3,500.00	1.0	\$ 3,500.00
5	Pavement Marking	LS	\$5,500.00	1.0	\$ 5,500.00
Subtotal =					\$ 42,104.00
Project Subtotal =					\$ 312,683.00
Grant Admin =					\$ 20,000.00
Prelim Eng =					\$ 24,500.00
Const Insp =					\$ 27,817.00
Project Total =					\$ 385,000.00
ASSUMPTIONS:					
<ul style="list-style-type: none"> • Right of Way/Construction Easement costs have not been included. • Public utility relocation costs have not been included. 					

7.2 Operation and Maintenance

Operation and Maintenance cost for the existing system is estimated to be \$2,000 per year. With this project, the annual operation and maintenance cost is anticipated to decrease to \$1,000 per year.

7.3 Recommended Improvements

Based upon estimated costs, there are no viable alternatives in addition to those previously discussed. It is estimated that the design life will be 20 years, with a capital cost of \$385,000. This equates to an equivalent uniform annual cost (EUAC) of approximately \$19,250 per year. Based on this analysis, the alternative selected is the most cost effective alternative.

1. Project Need:

Pittsburg, Kansas is home to over 20,000 residents. In addition to the full time population, Pittsburg State University (PSU) has a student enrollment of over 8,000. The demand for pedestrian access throughout the city is very high due to the student population along with the number of individuals with low to moderate incomes. Additionally, there are approximately 3,500 disabled citizens located in Pittsburg. Many of these residents rely on motorized chairs to convey themselves throughout the community.

In addition to these basic transportation needs, there are physical activity needs as well. The City of Pittsburg is located in Crawford County, which has a population of 36% obese adults. In addition, 25% of adults over the age of 20 report no leisure-time physical activity. To address statistics such as these, a coalition of public health-minded individuals formed Live Well Crawford County, an organization designed to influence public policies around health and lifestyle choices, including increasing physical activity.

In an effort to address both the transportation needs and the physical activity needs of the area, the City of Pittsburg created an Active Transportation Advisory Board, who is working closely with Live Well to design and implement a master plan for an active transportation network of sidewalks, bike routes, and trails that will allow citizens maximum access to community resources while ensuring safety. This network will have one main East West connector as well as one main North South connector, from which the auxiliary bike routes, trails, and sidewalks will link.

This CDBG application is seeking funding to complete the final phase of the main East West connector by constructing sidewalks, installing an accessible public restroom, and enhancing vehicle parking opportunities.

Sidewalks:

This East West Connector is one of the two main spokes of the City's active transportation system, connecting Pittsburg High School, Pittsburg Community Middle School, St. Mary's Colgan private school, and Westside Elementary school. This grant will provide the sidewalks for the very last portion of this connector, from Schlanger Park on the west, to Water Street on the east. Once completed, residents will be able to travel from the east side of town to the west side of town without entering vehicle traffic.

Parking:

Moreover, this East West Connector transects Schlanger Park, which is home to Pittsburg's Everybody Plays playground, a universally accessible playground for people with and without disabilities. The enhancement of the parking lot at this park will accommodate the increased use of the park as well as ensure accessibility.

Restroom:

Lastly, the East West Connector allows residents to access Downtown Pittsburg, home of the Pittsburg Farmers Market and the site of numerous community activities, including festivals, concerts, and art walks. Funding through this grant will establish a public restroom facility at Trailhead Park, located at 11th and Broadway. This park is roughly the halfway point on the east West Connector, and anchors the downtown corridor. A public restroom in this location will enhance the downtown experience for the entire community as well as provide facilities along the active transportation network.

Previous Efforts:

The City of Pittsburg has successfully completed several phases of their overall pedestrian connectivity plan. The attached Map No. 1 shows the elements of this plan for reference.

Through the use of a mixture of City monies, Federal funds and donations, the City and others have completed the following projects within the last 15 years. Shown in Blue on Map 1. *(All maps referenced are located immediately following the narrative.)*

1) Bike Path on Centennial Drive from Knollview Street to the East City Limits

a. This path was constructed as part of a KDOT Project to improve Centennial. This was the first step in the system intended to connect the hospital, senior living units and residential property with the commercial center southwest of the intersection of Joplin and Centennial Drive.

2) Bike Path on Joplin Street from Centennial Drive to Ford Street

a. This path, constructed through a KDOT Transportation Enhancement Project, connected with the Bike Path on Centennial Drive. It provides access to both the area east of Joplin Street and the PSU Campus to the commercial center southwest of the intersection of Joplin and Centennial Drive.

3) Watco Bike Path from Georgia St and 1st Street to Broadway Street and 12th Street.

a. This path was constructed with funds donated by Watco Companies. The alignment is over one of their unused rights-of-way. It serves to connect the Middle School with the western portion of the City.

4) PSU Bike Path

a. PSU completed a bike path through their campus to connect with the city's path on Centennial Drive. This was a project funded through the KDOT Transportation Enhancement Program.

The City of Pittsburg is currently in the process of adding to the system through the construction of three major projects. These are highlighted in Green on Map No. 1 and are discussed below.

1) East-West Connector Bike Path

a. This path will commence at the east end of the Watco Bike Path and will continue easterly to a point on Fourth Street east of the Kansas City Southern Railroad (KCS) Overpass. The route will connect the Middle School and the St. Mary's Colgan Schools with the Watco Bike Path and with Schlanger Park. This project is funded through the KDOT Transportation Enhancement Program. Bids for this improvement will be received by KDOT on June 18, 2015. Construction should be completed by the end of 2015.

2) South Rouse Walking Trail

a. This trail will provide a new walkway on the west side of Rouse from the KCS tracks north to Adams Street. The project is funded through private donations and a Sunflower Grant. Construction documents are complete for this project and easement and right-of-way acquisition efforts are underway. Bids will be received on June 2, 2015 and construction should also be completed by the end of 2015.

3) Rouse Bike Path

a. Design for a new Bike Path on Rouse Street south of Centennial Drive is underway. This KDOT Transportation Enhancement project will create a new path along the west side of Rouse Street from Centennial Drive south to Amber Drive. This project is scheduled for a February 2016 bid letting with construction to be completed in 2016.

FUTURE IMPROVEMENTS

1) Rouse South Of Fourth Street:

a. This improvement would connect the intersection of Fourth Street and Rouse Street with the South Rouse Walking Trail discussed above. The City will pursue this as a future KDOT funded Transportation Enhancement Project. The limits of this project are depicted as a dashed Green line on Map No. 1.

2) New KCS Overpass

a. KDOT is currently developing plans for the replacement of the existing overpass on 4th Street at the KCS rail. The City of Pittsburg is participating in the cost of adding a bike path on this bridge.

DISCUSSION OF PROPOSED PROJECT

The proposed project limits and elements are highlighted in Orange on Map No. 1. As discussed previously, there are three elements of this project.

The first is the construction of a concrete sidewalk from Schlanger Park thence east along Fourth Street to Water Street.

While sidewalk exists along a portion of this route, the existing walk is too narrow and is broken and displaced for most of the route. There are also sections where no sidewalk exists causing



pedestrians to either walk in the street or in mud during inclement weather. Disabled citizens must also enter the street at these locations as it becomes very difficult to maneuver through the mud. This is very hazardous as this is the main east/west thoroughfare with a traffic count of 7,150 vehicles that travel this road daily, as delineated by the Kansas Department of Transportation.



The details of the route of this improvement are as follows. The proposed sidewalk will connect to the east end of the East-West Connector Bike Path



discussed above. The alignment will follow the north side of Fourth Street to the improvements at the intersection of Fourth Street and Rouse Street. There, the existing traffic signal will allow for safe crossing of Fourth Street to the south side. The sidewalk will then continue east to the existing sidewalk. This existing sidewalk provides a pedestrian connection to the Pittsburg High School located to the east of this location. This improvement is illustrated on Map Nos. 2 through 5 attached hereto.

The second element is an expansion and repaving of the existing Schlanger Park parking lot. This lot is located at the beginning point of the sidewalk portion of this project. It will serve as an intermediate trailhead for users of the path, whether those users are traveling to the east or

west. The improvements would provide for an additional 8 parking stalls and a new surface over the existing lot. This improvement is illustrated on Map No. 6.

The third element of the project is the construction of a new restroom on the west side of Broadway Street, north of 11th Street. This area is at the connection point between Watco Bike Path and the East-West Connector Bike Path. Restroom facilities already exist in Schlanger Park. This proposed restroom will split the distance between the existing public restrooms in Schlanger Park and Lefler Rotary Park. This improvement is illustrated on Map No. 7.

This grant opportunity will allow the City to complete the final phase of the city-wide east-west walking corridor, which will complete a major phase of the city-wide pedestrian connectivity project.

2. Project Scope of Work:

This project proposes to install:

- Sidewalk improvements along the north side of 4th Street from Schlanger Park to Tucker St.
- Sidewalk improvements along the south side of 4th Street from Fairview St. to the Southeast corner of 4th & Water St.
- Parking lot improvements located at the south entrance of Schlanger Park on 4th St. This will include repaving of the existing parking lot and installation of new pavement to add 8 parking stalls.
- Construction of public restroom located between the parking lot and bike path at 11th St. & Broadway St.

Sidewalk improvements will include curb, ramps and gutters where necessary. All projects items will meet ADA regulations. The estimated total project cost is approximately \$385,000.00 with CDBG funding of \$350,000.00. Sidewalk improvements consist of approximately 3,300 linear feet with a proposed width of 5 feet.

3. Project Readiness:

The City is ready to begin this project immediately upon grant award. The matching funds are ready and available for the project as outlined in the attached bank letter. (Attachment 1) No land acquisition or easements will be required for this project. All work will be conducted in the right of way.

The Southeast Kansas Regional Planning Commission is under contract to perform the administration services. (Attachment 2) The Determination of Level of Review has been completed with a determination of an Environmental Assessment required. The Request for

Comment forms have been mailed out June 1, 2015. This will allow for completion of the environmental review within the required 60 days of grant award.

The City has contracted with TranSystems to perform the engineering services for this project. (Attachment 3) They have provided the following timeline for this project.

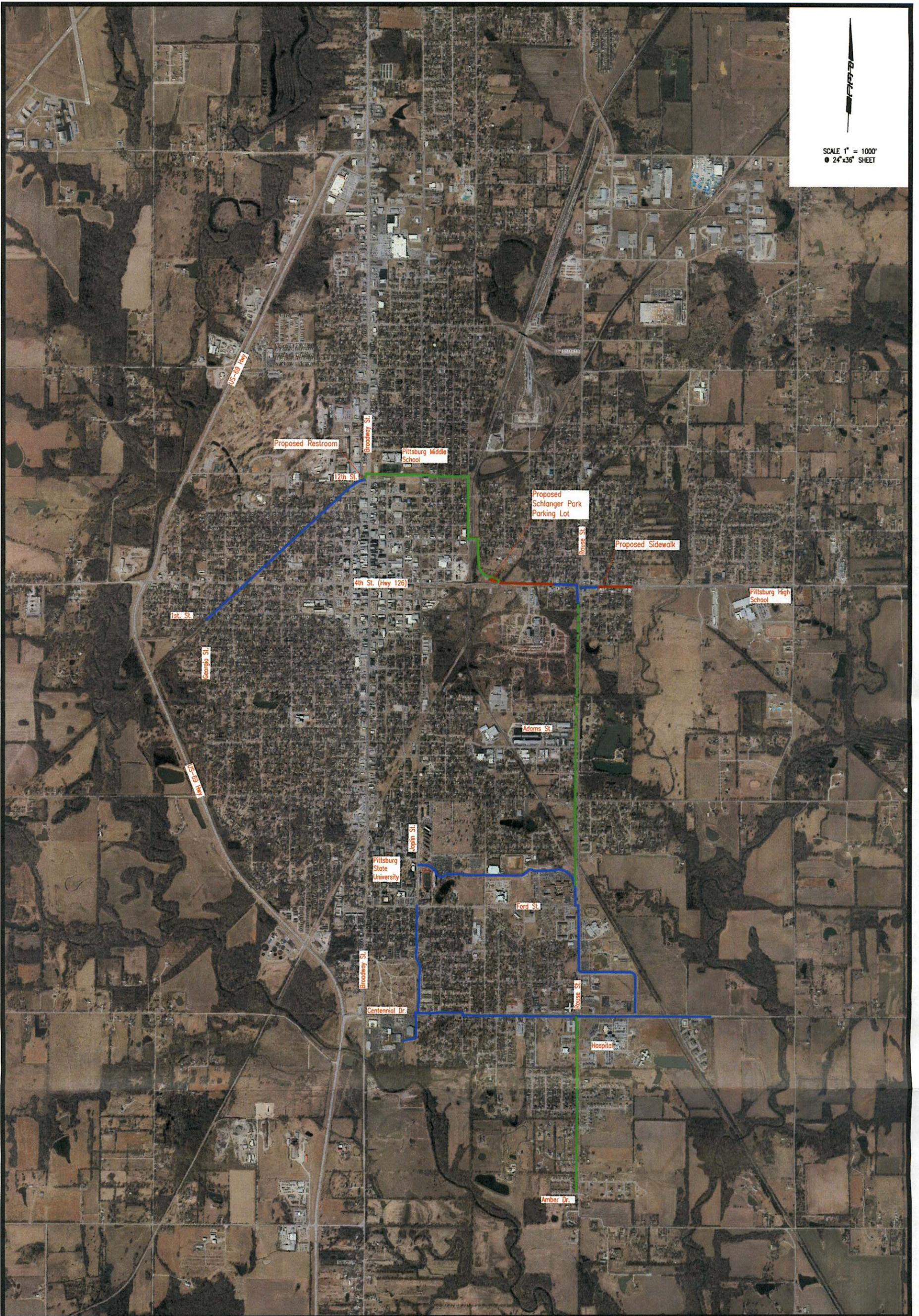
Timeline:

4. Matching Funds:

The [REDACTED] is the financial institution utilized by the City of Pittsburg for their banking needs. A letter from [REDACTED] is attached verifying the matching funds of \$35,000 are available for this project. (Attachment 1)

DRAFT

SCALE 1" = 1000'
24"x36" SHEET



104 SOUTH PINE
PITTSBURG, KS 66762
620-235-0195
www.pec1.com

CDBG (MAP No. 1)
PRELIM. ENGINEERING REPORT
PITTSBURG, KS





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, Director of Finance

DATE: May 13, 2015

SUBJECT: Fiscal year 2014 audit report and acceptance of Comprehensive Annual Financial Report (CAFR)

Please place this item on the May 26, 2015 City Commission agenda. Brian Nyp of Mize Houser & Co., P.A., will be attending the meeting to provide an overview and answer questions.

cc: Tammy Nagel, City Clerk



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, Director of Finance

DATE: May 13, 2015

SUBJECT: Review of Bids / Award of Sale - General Obligation Bonds Series 2015A

The City of Pittsburg advertised for bids to be received until 10:30 a.m. on May 26, 2015, for the purchase of \$6,715,000 aggregate principal amount of General Obligations Bonds, Series 2015A, to be acted upon by the Governing body.

The general obligation bonds are being issued to re-finance two Public Utility loans, KDHE C20 1527-01 and KDHE 2489. These loans were used to finance improvements at the City's Wastewater Treatment Plant and Water Treatment Plant. The result of this refinancing will be approximately \$450,000 in total interest cost savings or an average of \$30,000 per year until maturity in 2030.

Tom Kaleko of Springsted, the City's financial advisor will be present to discuss the bids received and answer questions.

cc: Tammy Nagel, City Clerk

(Published in The Morning Sun on _____, 2015.)

ORDINANCE NO. S-1020

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$ _____ AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015A, OF THE CITY OF PITTSBURG, KANSAS, UNDER THE AUTHORITY OF ARTICLE 12, SECTION 5, OF THE CONSTITUTION OF THE STATE OF KANSAS, HOME RULE ORDINANCE NO. HR-5 OF THE CITY, K.S.A. 12-101, AND K.S.A. 10-101 to 125, INCLUSIVE, ALL AS AMENDED.

WHEREAS, the Governing Body of the City of Pittsburg, Crawford County, Kansas (the “City”) pursuant to K.S.A. 65-163d et seq., as amended, received a loan from the State of Kansas acting by and through the Kansas Department of Health and Environment (“KDHE”) to finance certain improvements to the City’s municipally-owned water treatment plant and system (KPWSLF Project No. 2489) pursuant to a loan agreement effective as of August 13, 2008, as amended, by and between the City and KDHE (the “Public Water Supply System Loan Agreement”); and

WHEREAS, the City has in accordance with the provisions of K.S.A. 65-3321 to 65-3329, inclusive, all as amended, received a loan from the State of Kansas acting by and through KDHE to finance certain improvements to the City’s municipally-owned wastewater treatment system (KWPCRf Project No. C20 1527 01) pursuant to a loan agreement effective as of July 3, 2001, as amended, by and between the City and KDHE (the “Wastewater System Loan Agreement”); and

WHEREAS, the City wishes to refinance and prepay the Public Water Supply System Loan Agreement and the Wastewater System Loan Agreement (collectively referred to as the “Loan Agreements”) on June 22, 2015, in the total amount of \$6,923,557.67 (consisting of principal in the amount of \$6,835,455.63 and accrued interest and fees in the amount of \$88,102.04) and permanently finance KPWSLF Project No. 2489 and KWPCRf Project No. C20 1527 01 (collectively referred to as the “Projects”), with proceeds of general obligation refunding bonds of the City; and

WHEREAS, pursuant to Article 12, Section 5, of the Constitution of the State of Kansas, K.S.A. 12-101, and Home Rule Ordinance No. HR-5 of the City, the City deems it necessary and advisable to issue its general obligation refunding bonds in the principal amount of \$ _____ to refinance and prepay the Loan Agreements and permanently finance the Projects;

WHEREAS, pursuant to Home Rule Ordinance No. HR-5 of the City adopted by its governing body April 14, 2015, the completion of the Projects was authorized and/or ratified and affirmed in accordance with both the plans and specifications therefore on file with the City Clerk of the City and the Act; and

WHEREAS, in accordance with all of the foregoing, the City deems it necessary and advisable to issue and sell its General Obligation Refunding Bonds, Series 2015A, in the aggregate principal amount of _____ Dollars (\$ _____) to refinance and prepay the Loan Agreements and permanently refinance the Projects.

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

Section 1. That for the purpose of providing funds to refinance and prepay the Loan Agreements, permanently finance the costs of the Projects, and pay the costs of issuing the bonds herein authorized, there is hereby authorized and directed to be issued General Obligation Refunding Bonds of the City in the aggregate principal amount of _____ Dollars (\$_____) (the "Bonds") as provided by Article 12, Section 5, of the Constitution of the State of Kansas, K.S.A. 12-101, Home Rule Ordinance No. HR-5 of the City, and Article 1 of Chapter 10, Kansas Statutes Annotated, all as amended. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such form, shall be subject to redemption and payment prior to the maturity thereof and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution of the Governing Body of the City adopted the same date as the date of the passage and approval of this Ordinance (the "Resolution").

Section 2. That the Mayor and City Clerk are hereby authorized to prepare and execute the Bonds and when so executed, the Bonds shall be registered as required by law and the Governing Body shall annually make provisions for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same shall become due by levying a tax upon all the taxable property of the City.

Section 3. That the City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the Resolution all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 4. That if any portion or provision of this Ordinance or the Bonds shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provisions shall not effect any of the remaining provisions of this Ordinance or the Bonds but this Ordinance and said Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 5. That the Bonds shall be issued and sold to the purchaser thereof in accordance with both their bid for the purchase thereof and the terms and conditions of this Ordinance.

Section 6. That this Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

PASSED by the Governing Body and approved by the Mayor this 26th day of May 2015.

CITY OF PITTSBURG, KANSAS

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

(SEAL)

RESOLUTION

OF

CITY OF PITTSBURG, KANSAS

PASSED

MAY 26, 2015



\$ _____
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2015A

RESOLUTION

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- Exhibit A: Form of Bond
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RESOLUTION NO. 1169

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF THE CITY OF PITTSBURG, KANSAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015A, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$_____ THE ISSUANCE OF WHICH WAS AUTHORIZED BY THE CITY PURSUANT TO ITS ORDINANCE NO. S-_____ PASSED AND APPROVED MAY 26, 2015; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the Governing Body of the City of Pittsburg, Crawford County, Kansas (the "City") pursuant to K.S.A. 65-163d et seq., as amended, received a loan from the State of Kansas acting by and through the Kansas Department of Health and Environment ("KDHE") to finance certain improvements to the City's municipally-owned water treatment plant and system (KPWSLF Project No. 2489) pursuant to a loan agreement effective as of August 13, 2008, as amended, by and between the City and KDHE (the "Public Water Supply System Loan Agreement"); and

WHEREAS, the City has in accordance with the provisions of K.S.A. 65-3321 to 65-3329, inclusive, all as amended, received a loan from the State of Kansas acting by and through KDHE to finance certain improvements to the City's municipally-owned wastewater treatment system (KWPCRF Project No. C20 1527 01) pursuant to a loan agreement effective as of July 3, 2001, as amended, by and between the City and KDHE (the "Wastewater System Loan Agreement"); and

WHEREAS, the City wishes to refinance and prepay the Public Water Supply System Loan Agreement and the Wastewater System Loan Agreement (collectively referred to as the "Loan Agreements") on June 22, 2015, in the total amount of \$6,923,557.67 (consisting of principal in the amount of \$6,835,455.63 and accrued interest and fees in the amount of \$88,102.04) and permanently finance KPWSLF Project No. 2489 and KWPCRF Project No. C20 1527 01 (collectively referred to as the "Projects"), with proceeds of general obligation refunding bonds of the City; and

WHEREAS, the City has by its Ordinance No. S-_____ passed and approved May 26, 2015, (the "Ordinance") authorized the issuance of its General Obligation Refunding Bonds, Series 2015A, in the aggregate principal amount of \$_____ (the "Bonds") under the authority of Article 12, Section 5, of the Constitution of the State of Kansas, K.S.A. 12-101, and Home Rule Ordinance No. HR-5 of the City, to refinance and prepay the Loan Agreements and permanently finance the Projects; and

WHEREAS, in accordance with the City's notice of the sale of the Bonds published in accordance with the requirements of law the Bonds have been sold to and purchased by _____, _____, _____; and

WHEREAS, in accordance with the terms and conditions of the Ordinance, the City hereby intends to both prescribe the form and details of the Bonds and authorize certain other documents and actions in connection with the issuance of the Bonds.

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms identified elsewhere herein, the following words and terms as used in this Resolution shall have the following meanings:

"Arbitrage Instructions" means the Arbitrage Instructions in the City's Federal Tax Certificate dated as of the date of issuance and delivery of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Counsel" means the firm of Nichols and Wolfe Chartered, or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing as selected by the City.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Bonds" means the General Obligation Refunding Bonds, Series 2015A, authorized and issued by the City pursuant to the Ordinance.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee name of The Depository Trust Company, New York, New York.

"City" means the City of Pittsburg, Kansas, the issuer of the Bonds.

"Clerk" means the duly appointed and/or elected Clerk of the City or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the City.

"Code" means the Internal Revenue Code of 1986, as amended.

"Costs of Issuance" means all costs of issuing the Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code and with the Disclosure Certificate, all expenses, if any, incurred in connection with receiving ratings on the Bonds.

"Dated Date" means June 18, 2015.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the City of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust; and

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent.

"Disclosure Certificate" means the Continuing Disclosure Certificate attached to the City's Final Certificate as Exhibit D and included in the transcript of proceedings pertaining to the issuance of the Bonds.

"EMMA" means the Electronic Municipal Market Access (EMMA) System, the web-based platform of the Municipal Securities Rulemaking Board.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal or the Redemption Price of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise; or

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the City to be performed (other than relating to Rule 15c2-12 as defined in the Disclosure Certificate), and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Owner of any of the Bonds then Outstanding.

"Federal Tax Certificate" means the certificate so named and included in the transcript of proceedings pertaining to the issuance of the Bonds describing the investment and use of the proceeds of the Bonds.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created or referred to in **Section 501** hereof.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2016.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly appointed and/or elected Mayor of the City or, in the Mayor's absence, the duly appointed Deputy Mayor or Acting Mayor of the City.

"Ordinance" means Ordinance No. S-_____ passed and approved May 26, 2015, and published as required by law, pursuant to which the issuance of the Bonds has been authorized.

"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" means: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the City's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks located in the county or counties in which the City is located; (f) obligations of the federal national mortgage association, federal home loan banks or the federal home loan mortgage corporation; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's, Inc. or Standard & Poor's; (i) investments in shares or units

of a money market fund or trust the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the States as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f). No Permitted Investment shall include any derivative investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Principal and Interest Account" means the Principal and Interest Account for the City of Pittsburg, Kansas, General Obligation Refunding Bonds, Series 2015A, created herein within the City's Bond and Interest Fund.

"Projects" means improvements to the City's municipally-owned water treatment plant and System (KPWSLF Project No. 2489) and municipally-owned wastewater treatment system (KWPCRF Project C20 1527 01) in accordance with the legal authority as described in the recitals to this Resolution.

"Project Account" means the Project Account in the treasury of the City, created herein.

"Purchase Price" means the purchase price of the Bonds as set forth in the Bid Proposal for Purchase of Bonds as submitted by the Original Purchaser and accepted by the City, plus accrued interest to the date of delivery.

"Purchaser" means _____, _____, _____, the original purchaser of the Bonds.

"Rebate Fund" means the Rebate Fund for the City of Pittsburg, Kansas, General Obligation Refunding Bonds, Series 2015A, created herein.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of each month preceding such Interest Payment Date.

"Redemption Date" when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Resolution.

"Redemption Price" when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Replacement Bonds" means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 211** hereof.

"Representation Letter" means the Blanket Issuer Letter of Representations from the City to the Securities Depository with respect to the Bonds, substantially in the form attached to this Resolution as Exhibit B.

"Resolution" means this resolution relating to the Bonds.

"Securities Depository" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"Special Record Date" means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

"State" means the State of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State of Kansas.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Term Bonds" means the Bonds scheduled to mature in the year 20_____.

"Treasurer" means the duly appointed and/or elected Treasurer of the City or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the City.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities consisting of direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in the future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation).

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding Bonds, Series 2015A, of the City in the aggregate principal amount of \$_____ for the purpose of providing funds to refinance and prepay the Loan Agreements to permanently finance the Projects and pay the costs of issuing the Bonds in accordance with Article 12, Section 5, of the Constitution of the State of Kansas, Home Rule Ordinance No. HR-5 of the City, K.S.A. 12-101, and Article 1 of the Chapter 10, Kansas Statutes Annotated, all as amended.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in the denominations of \$5,000 or any integral multiple thereof and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated June 18, 2015, shall become due in the amounts on the Stated Maturities (subject to redemption and payment prior to their Stated Maturities as provided in Article III hereof), and shall bear interest at the rates per annum as follows:

Section 204. Method and Place of Payment of the Bonds. The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal corporate trust office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or (b) in the case of an interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States) ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal corporate trust office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The City shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The City and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the City shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution

of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as Exhibit A hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the City or its representative.

Section 207. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the City and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 209. Preliminary and Final Official Statement. The preliminary Official Statement dated May 5, 2015, is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The final Official Statement is hereby authorized to be prepared by supplementing, amending and completing the preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 210. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the passage of this Resolution, upon payment of the Purchase Price.

Section 211. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Bond Registrar, may select a successor securities depository in accordance with **Section 211(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 211(c)** hereof, then the Bond Registrar shall

authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds. The cost of printing, registration, authentication and delivery of Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Bond Registrar and the City receive written evidence with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

(d) The execution and delivery of the Representation Letter to DTC by the Mayor of the City in the form attached hereto as Exhibit B with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, is hereby authorized, and execution of the Representation Letter by the Mayor shall be conclusive evidence of such approval. The Representation Letter shall set forth certain matters with respect to, among other things, notices, consents and approvals by Registered Owners of the Bonds and beneficial Owners and payments on the Bonds. The Paying Agent shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Resolution.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional and Mandatory Redemption by City.

(a) **Optional Redemption.** At the option of the City, the Bonds or portions thereof maturing on September 1, 2024, and thereafter may be called for redemption and payment prior to their Stated Maturity on September 1, 2023, and thereafter as a whole or in part at any time (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the City), at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

(b) **Mandatory Redemption.** The Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in Article IV hereof which are to be deposited into the Principal and Interest Account shall be sufficient to redeem, and the City shall redeem on September 1 in each year, the following principal amounts of such Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$ _____	20__

(leaving \$ _____ to mature September 1, 20____)

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Bonds of the same maturity are to be redeemed and paid prior to their Stated Maturity, the Bonds to be redeemed shall be selected by the Bond Registrar in \$5,000 units of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the City desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by it of the City's written notice. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by the escrow agent on behalf of the City not more than 90 days prior to the Redemption Date. The Paying Agent may in its

discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met.

Unless waived by any Owner of Bonds to be redeemed, the Bond Registrar shall give written notice of the redemption of said Bonds on a specified date, the same being described by maturity, said notice to be mailed by United States first class mail addressed to the Owners of said Bonds to be redeemed and to the Original Purchaser of the Bonds, each of said notices to be mailed not less than 30 days prior to the date fixed for redemption. The City and Bond Registrar shall also give such additional notice as may be required by Kansas law or regulations of the Securities and Exchange Commission in effect as of the date of such notice.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the State or the Securities Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Principal and Interest Account, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds as and when the same become due, taking into account the fees and expenses of the Bond Registrar and Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the treasury of the City the following funds and accounts:

- (a) In the treasury of the City, the "Project Account"; and
- (b) In the City's Bond and Interest Fund, the "Principal and Interest Account for the City of Pittsburg, Kansas, General Obligation Refunding Bonds, Series 2015A (the "Principal and Interest Account"); and
- (c) Rebate Fund for the City of Pittsburg, Kansas, General Obligation Refunding Bonds, Series 2015A (the "Rebate Fund").

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Resolution so long as the Bonds are Outstanding.

Section 502. Disposition of Bond Proceeds.

(a) In the Principal and Interest Account, a sum equal to \$_____ representing the rounding amount to be held by its Treasurer for the retirement of general obligation bonds of the City.

(b) In the Project Account, the sum of \$_____ to refinance and prepay the Loan Agreements to permanently finance the Projects and pay the costs of issuing the Bonds.

Section 503. Withdrawals from the Project Account. The Treasurer shall make withdrawals from the Project Account solely for the purpose of prepaying the Loan Agreements on June 22, 2015, to permanently finance the costs of the Projects and paying the costs of issuing the Bonds. Such withdrawals shall be made only on due authorization by the governing body of the City.

Section 504. Surplus in the Project Account. All moneys remaining in the Project Account after the prepayment of the Loan Agreements on June 22, 2015, shall be transferred immediately to the Principal and Interest Account and applied to the next installment of principal due on the series of Bond from which surplus moneys remain.

Section 505. Application of Moneys in Principal and Interest Account. All amounts paid and credited to the Principal and Interest Account shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Principal and Interest Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds and entitled to payment from such moneys.

Any moneys or investments remaining in the Principal and Interest Account after the retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into the Bond and Interest Fund of the City.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Arbitrage Instructions. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to pay rebatable arbitrage to the United States of America, and neither the City nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Arbitrage Instructions.

(b) The City shall periodically determine the rebatable arbitrage, if any, under Section 148(f) of the Code in accordance with the Arbitrage Instructions, and the City shall make payments to the United States of America at the times and in the amounts determined under the Arbitrage Instructions. Any moneys remaining in the Rebate Fund after redemption and

payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage, or provision made therefor, shall be deposited into the Bond and Interest Fund of the City.

(c) Notwithstanding any other provision of this Resolution, including in particular Article VII hereof, the obligation to pay rebatable arbitrage to the United States of America and to comply with all other requirements of this Section and the Arbitrage Instructions shall survive the defeasance or payment in full of the Bonds.

(d) The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with the requirements of K.S.A. 10-131, as amended. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Moneys held in the funds and accounts herein created or established in conjunction with the issuance of the Bonds may be invested by the City in Permitted Investments or in other investments allowed by Kansas law in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created. All interest on any Permitted Investment held in any fund or account (except amounts required to be deposited in the Rebate Fund in accordance with the Arbitrage Instructions) shall accrue to and become a part of such fund or account; provided, however, that interest earned on investments of moneys held in the Project Account may, at the direction of the governing body of the City, be paid and credited to the Principal and Interest Account and used to pay interest on the Bonds. In determining the amount held in any fund or account under the provisions of the Resolution, Permitted Investments shall be valued at their par value or at their then redemption value, whichever is lower.

Section 508. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, said Bond. If such funds shall have remained unclaimed for five (5) years after such principal or interest has become due and payable, such funds shall be paid to the City; and all liability of the Paying Agent to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged. The obligations of the Paying Agent under this Section to pay any such funds to the City shall be subject to any provisions of law applicable to the Paying Agent or to such funds providing other requirements for disposition of unclaimed property.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Resolution, including the covenants and agreements herein contained, shall constitute a contract between the City and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the City and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Resolution and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with **Section 303** of this Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, will not take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely effect the exclusion from gross income of the interest on the Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, to take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a "private activity bond" within the meaning of Section 141(a) of the Code.

Section 802. Rebate Covenant. The City covenants and agrees that it will pay or provide for the payment from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

Section 803. Survival of Covenants. The covenants contained in this Article shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article VII hereof or any other provision of this Resolution until the final maturity date of all Bonds Outstanding.

Section 804. Qualified Tax-exempt Obligations. The Bonds are designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The City hereby covenants with the Purchaser and the Beneficial Owners (as defined in the Disclosure Certificate) to provide and disseminate such information as is required by Rule 15c2-12 (as defined in the Disclosure Certificate) and is further set forth in the Disclosure Certificate. Such covenant shall be for the benefit of and enforceable by the Purchaser and such Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the City fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any such Beneficial Owner may make demand for such compliance by written notice to the City. In the event the City does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any such Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy as the Purchaser and/or any such Beneficial Owner shall deem effectual to protect and enforce any of the duties of the City under such preceding section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of its Funds and Accounts for the preceding Fiscal Year by a certified public accountant or firm of certified public accountants.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk and made available on EMMA. Such audit shall at all times during the usual business hours of the City be open to the examination and inspection by any taxpayer, any

Owner of the Bonds or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner.

As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Resolution, the City shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the City and the Owners, and the terms and provisions of the Bonds or of this Resolution, may be amended or modified at any time in any respect by resolution of the City with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Resolution.

Any provision of the Bonds or of this Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the City may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the Clerk and filed on EMMA. A copy of every amendatory or supplemental resolution shall be sent to the surveillance group of any rating agency then maintaining a rating on the Bonds.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Resolution which affects the duties or obligations of the Paying Agent under this Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to make acknowledgements within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Resolution, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's rights so to act with respect to such Bonds and that the pledgee is not the City.

Section 1004. Further Authority. The officers and officials of the City, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1005. Severability. If any section or other part of this Resolution is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 1006. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1007. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the governing body of the City.

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PASSED by the governing body of the City on May 26, 2015.

CITY OF PITTSBURG, KANSAS

(SEAL)

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution of the governing body of the City of Pittsburg, Kansas, adopted by the governing body at a regularly scheduled meeting held on May 26, 2015, as the same appears of record in my office, and that the Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: May 26, 2015.

Tammy Nagel, City Clerk

(SEAL)

EXHIBIT A
(FORM OF BOND)

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF CRAWFORD
CITY OF PITTSBURG
GENERAL OBLIGATION REFUNDING BOND
SERIES 2015A

No. R-_____ \$_____

Rate of Interest: _____ Maturity Date: September 1, 20__ Dated Date: June 18, 2015 CUSIP _____

Registered Owner:

PRINCIPAL AMOUNT _____

The City of Pittsburg, in the County of Crawford, State of Kansas, (the "City") for value received acknowledges itself to be indebted to and promises to pay, but solely from the sources hereinafter pledged, to the registered owner identified above, or registered assigns as hereinafter provided, on the maturity date identified above, the principal amount identified above, and in like manner to pay, as of the Record Dates as hereinafter provided, interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid prior to the registration date set forth below at the rate of interest per annum set forth above semiannually on March 1 and September 1 of each year (the "Interest Payment Dates") commencing March 1, 2016, until said principal amount is paid.

The principal of and premium, if any, on this Bond shall be payable in lawful money of the United States of America at the office of the Treasurer of the State of Kansas, Topeka, Kansas, (the "Paying Agent" and "Bond Registrar") upon presentation of this Bond for payment and cancellation. The interest on this Bond shall be payable in lawful money of the United States of America by check or draft of the Paying Agent by mailing to the registered owner thereof at the address appearing on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar at the close of business on the 15th day of February or August next preceding the applicable interest payment date (the "Record Dates"). The full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

It is hereby certified and declared that all acts, conditions and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and Laws of the State of Kansas, and that the total indebtedness of said City, including this series of bonds, does not exceed any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IN WITNESS WHEREOF, the said City of Pittsburg, in the State of Kansas, by its governing body, has caused this Bond to be executed by its Mayor and attested by its City Clerk by their manual or facsimile signatures with its corporate seal to be affixed or imprinted hereon, all as of the 18th day of June, 2015.

CITY OF PITTSBURG, KANSAS

(manual or facsimile)

Mayor

ATTEST: (manual or facsimile)

City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the City of Pittsburg, Kansas, General Obligation Refunding Bonds, Series 2015A described in the within mentioned Resolution.

Registration Date: _____

OFFICE OF THE STATE TREASURER
Topeka, Kansas,
as Bond Registrar and Paying Agent

By _____

I.D.#: _____

FURTHER TERMS AND PROVISIONS

This Bond is one of a duly authorized series of Bonds of the City aggregating the principal amount of \$_____ (the "Bonds") issued for the purposes set forth in Ordinance No. S-_____ of the City (the "Ordinance"). This Bond and the series of Bonds of which it is a part are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and Laws of the State of Kansas, including K.S.A. 10-101 to 125, inclusive, as amended by K.S.A. 10-620 to 10-632, inclusive, Article 12, Section 5, of the Constitution of the State of Kansas, K.S.A. 12-101, and Home Rule Ordinance No. HR-5 of the City and all amendments thereof, acts supplemental thereto, the Ordinance, Resolution No. _____ of the City (the "Resolution") and all other provisions of the laws of the State of Kansas applicable thereto.

The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations upon the terms set forth in the authorizing Ordinance and the Resolution.

At the option of the City, the Bonds maturing in the years 2024 and thereafter may be called for redemption and payment prior to maturity on September 1, 2023, and thereafter in whole or in part at any time in such order as may be determined by the City (selection of Bonds within the same maturity to be by lot by the Bond Registrar in such manner as it shall determine) at a redemption price of 100% of the principal amount redeemed, plus accrued interest to date of redemption.

Each of the Bonds maturing on September 1, 20____, (the "Term Bonds") shall also be subject to mandatory redemption and payment prior to maturity on September 1, 20____, and September 1, 20____, pursuant to the redemption schedule set forth in the Resolution at the Redemption Price of 100% (expressed as a percentage of the principal amount) plus accrued interest thereon to the Redemption Date.

Bonds will be redeemed in integral multiples of \$5,000. If less than all Bonds are called for redemption, the Bond Registrar will, in the case of Bonds in denominations greater than \$5,000, treat each \$5,000 of face value as though it were a separate Bond.

In the event of any such redemption, the Paying Agent shall give notice of such call by mailing a copy of the redemption notice by first class mail, postage prepaid, not less than thirty (30) days prior to the date of such redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books maintained by the Bond Registrar. Failure to give such notice by mailing to the registered owner of any Bond, or any defect therein, shall not affect the validity of any proceedings for the redemption of other Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds received the notice.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof, or redemption price hereof and interest due hereon and for all other purposes.

This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. The City shall pay out of the proceeds of the Bonds or from other funds all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds. Upon such transfer a replacement Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefore.

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned does (do) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identifying No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$_____ standing in the name of the undersigned on the books of the Treasurer of the State of Kansas (the "Bond Registrar"). The undersigned does (do) hereby irrevocably constitute and appoint _____ as attorney to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or Taxpayer
Identifying No.

Signature (Sign Here Exactly as
Name(s) Appear on Face of
Certificate)

Signature guaranty:

By _____

CERTIFICATE OF CITY CLERK

I, the undersigned, City Clerk of the City of Pittsburg, Kansas, do hereby certify that this Bond has been duly registered in my office according to law as of June 18, 2015.

WITNESS my hand and official seal.

(manual or facsimile)

City Clerk

(SEAL)

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, RON ESTES, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of this Bond has been filed in my office and that this Bond was registered in my office according to law this _____.

WITNESS my hand and official seal.

RON ESTES
TREASURER OF THE STATE OF KANSAS

By _____

State Treasurer

(SEAL)

EXHIBIT B
(DTC LETTERS OF REPRESENTATIONS)

ORDINANCE NO. S -1021

AN ORDINANCE, granting to Kansas Gas and Electric Company, a Kansas Corporation, doing business as Westar Energy, its successors and assigns, an electric franchise, prescribing the terms thereof and relating thereto, and repealing Ordinance S-917.

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

SECTION 1. That in consideration of the benefits to be derived by the City of Pittsburg, Kansas (the "City"), and its inhabitants, there is hereby granted to Kansas Gas and Electric Company, a Kansas Corporation, doing business as Westar Energy, hereinafter sometimes designated as "Company," said Company being a corporation engaged in the business of selling and furnishing electric power throughout the state of Kansas and to the inhabitants of the City, the right, privilege, and authority for an initial term of two (2) years from the effective date of this ordinance. Thereafter, this franchise will automatically renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate the franchise at least ninety (90) days prior to the termination of the then current term. The additional term(s) shall be deemed a continuation of this franchise ordinance and not as a new franchise ordinance or amendment. Under no circumstances shall this franchise ordinance exceed twenty (20) years from the effective date of the franchise ordinance. This franchise permits Company to occupy and use the several streets, avenues, alleys, bridges, utility easements, and public right-of-way of said City, for the placing and maintaining of equipment and property necessary to carry on the business of selling and distributing electricity for all purposes to the City, and its inhabitants, and through said City and beyond the limits thereof; to obtain said electricity from any source available; and to do all things necessary or proper to carry on said business in the City.

SECTION 2. As further consideration for the granting of this franchise, and in lieu of any city occupation, license, or revenue taxes, the Company shall pay to the City during the term of this franchise five percent (5%) of its gross cash receipts from the sale of electric energy for use within the corporate limits of said City, such payment to be made monthly for the preceding monthly period. Gross cash receipts shall not include other operating revenues received by the Company, which are not related to the "sale of electric energy." Other operating revenues include, but are not limited to, delayed payment charges, connection fees, disconnection and reconnection fees, collection fees and return check charges. Company will use commercially reasonable efforts to ensure the accuracy of its records and of the determination of the amount of gross cash receipts subject to the fee provided for in this Section 2. Notwithstanding anything to the contrary in this franchise, the fee provided for in this Section 2 shall not become effective within any area annexed by the City until thirty (30) days after the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the city detailing the annexed area.

SECTION 3. That Company, its successors and assigns, in the construction, maintenance, and operation of its electric transmission, distribution and street lighting system, shall use all reasonable and proper precaution to avoid damage or injury to persons and property, and shall hold and save harmless the City, from any and all damage, injury and expense caused by the negligence of said Company, its successors and assigns, or its or their agents or servants.

SECTION 4. After the approval of this ordinance by the City, Company shall file with the City Clerk, the Company's unconditional written acceptance of this ordinance. Said ordinance shall become effective and be in force and shall be and become a binding contract between the parties hereto, their successors and assigns, from and after the first day of the first month after such acceptance is provided by said Company to the City after its final passage, approval and publication as required by law, and acceptance by said Company.

SECTION 5. That this ordinance, when accepted as above provided, shall constitute the entire agreement between the City and Company relating to this franchise and the same shall supersede and cancel any prior understandings, agreements, or representations regarding the subject matter hereof, or involved in negotiations pertaining thereto, whether oral or written.

SECTION 6. This franchise is granted pursuant to the provisions of K.S.A. 12-2001 and the City's Public Right-of-way Management ordinances, Section 74-225, et seq.

SECTION 7. The Company will file this ordinance with the State Corporation Commission of Kansas. Should the State Corporation Commission take any action with respect to this franchise ordinance, which would or may preclude Kansas Gas and Electric Company, a Kansas Corporation, doing business as Westar Energy, from recovering from its customers any cost provided for hereunder, the parties hereto shall renegotiate this ordinance in accordance with the State Corporation Commission's ruling.

SECTION 8. A franchise shall be assignable only in accordance with the laws of the State of Kansas, as the same may exist at the time when any assignment is made. In the event of any assignment of this franchise, Company shall be released from all obligations which are assumed in writing by its assignee upon the signing by such assignee of an assumption of the franchise being assigned.

PASSED and APPROVED this _____ day of _____, 2015.

Mayor

Attest:

City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: WILLIAM A. BEASLEY
Director of Public Works

DATE: May 20, 2015

SUBJECT: Agenda Item – May 26, 2015
Centennial and Rouse Development Agreement

For several months, City staff has been working with the developer of the property located on the northwest corner of Centennial and Rouse. Through this process, staff has been emphatic about the need for a traffic signal at the intersection of Centennial and Rouse due to the anticipated traffic load from the development of this property. Throughout several meetings with the developer, staff has negotiated improvements to the site and assistance with the installation of a traffic signal at this intersection. The prospective owner of the property, Wal-Mart Real Estate Business Trust, has agreed to pay 50% of the traffic signal installation and modifications to the intersection necessary for the improvements.

Attached you will find a copy of the agreement worked out between the two parties providing for these improvements. The City has determined an estimated cost for the improvements, but the developer is in the process of taking competitive quotes and will receive them on May 26th. The developer of this property has scheduled the improvements of this property shortly after the closing of the property, which is June 1st. All of the agreements are required to be completed prior to the closing of the property. City staff will be provided a copy of the executed agreement and the intersection improvement costs prior to the City Commission meeting on May 26th and will provide this information to the Commission at the meeting. If approved, we would request approval to have the Mayor sign the original document once it is received from Wal-Mart Real Estate Business Trust. It is anticipated the City's portion of the improvements will be approximately \$125,000 and will come from the STCO fund.

MEMO TO: DARON HALL
MAY 20, 2015
PAGE TWO

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 26th, 2015. Action necessary will be approval or disapproval of the Development Agreement and, if approved, authorize the Mayor to sign the agreement when it is received.

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

Attachments: Development Agreement

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this “Agreement”) is made and entered into as of the ____ day of _____, 2015 by and between **THE CITY OF PITTSBURG, KANSAS**, a Kansas municipal corporation (the “City”) and **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust (“Developer”).

PRELIMINARY STATEMENTS

Developer intends to acquire fee simple title to certain real property located at or near the Northwest corner of East Centennial Drive and South Rouse Street in Pittsburg, Kansas, as more particularly described in Exhibit A attached hereto (the “Developer Property”). In connection with the planned development of the Developer Property, Developer has agreed to undertake the construction of certain infrastructure improvements to benefit the general public in and around the vicinity of the Developer Property as further described in this Agreement and subject to the terms and conditions of this Agreement.

NOW THEREFORE, the City and Developer, in consideration of the terms, covenants and conditions herein set forth, hereby agree as follows:

1. **Developer Improvements.** (a) Developer agrees to construct, or to engage a third-party contractor to construct the following roadway improvements in and around the Developer Property (collectively, the “Improvements”):

(i) Wiring and installation of a traffic signal at the intersection of East Centennial Drive and South Rouse Street in Pittsburg, Kansas as detailed in the plans in the attached Exhibit B incorporated herein by reference.

The City hereby approves of the design and construction of the Improvements provided in Exhibit B, and associated cost for the wiring and installations of the improvements detailed in the attached Exhibit C, incorporated herein by reference. Developer’s obligation to construct the Improvements shall be subject to its receipt of all permits and approvals (collectively, the “Permits”) legally required to lawfully construct the same from KDOT and any other governmental entity with authority over the same. Developer shall have no duty to bid any work contemplated by this Agreement to the general public or any particular party or parties.

2. **Coordination of Activities; License to Construct.** The City grants to Developer, its agents, successors and assigns, a license and temporary easement to enter onto any property of the City necessary to construct the Improvements and the right to regulate pedestrian and vehicular traffic to such areas during the construction of the Improvements according to the Traffic Control Plan provided by the Developer, and in compliance with the Manual on Uniform Traffic Control Devices.

3. **City Approvals.** The City agrees that it shall not unreasonably withhold any City permit or approval necessary to construct the Improvements, provided that Developer complies

with all applicable laws, regulations, and ordinances of the City and pays all reasonable and customary permit and application fees.

4. **Cost Sharing.** As detailed in Exhibit C, Developer has obtained a bid to construct the Improvements in the amount of \$_____ (the “Bid Amount”). The parties shall each pay for 50% of the costs to design, construct and install the Improvements, including all related utility lines (collectively, the “Costs”). The City previously spent \$11,510 to design the Improvements. The City’s share of the Costs will therefore be credited with 50% of such design costs, or \$5,755. City shall pay the sum of \$_____ (the “City Escrow Funds”) into escrow with Developer in order to secure the City’s payment of the City’s share of the Costs, which City Escrow Funds represents 50% of the Bid Amount, less 50% of the \$11,510 previously spent by the City to design the Improvements. Developer shall use the City Escrow Funds only to construct the Improvements. In the event that the actual Costs exceed the Bid Amount, upon presentation of paid invoices and other documentation reasonably requested by the City, the City shall reimburse Developer for 50% of all Costs in excess of the City Escrow Funds. In the event that the actual Costs are less than the Bid Amount, Developer shall return any unused portion of the City Escrow Funds to the City.

5. **Resident Project Inspector.** The City shall provide a resident project inspector at no cost to the Improvements. This resident inspector shall inspect all appropriate methods of construction and materials to be used for the wiring and installation of the traffic signal and roadway improvements referenced in the attached Exhibit B. The resident inspector will decide all question which may arise as the quality and acceptability of materials furnished and work performed as well as all questions which may arise as to the interpretation of codes, ordinances, regulations, plans, policies and specifications. He or she shall also have the authority to suspend the work wholly or in part due the failure to follow directives and orders; for failure to follow the approved plans; for conditions considered unsuitable to the prosecution of the work; or for any other condition or reason deemed to be in the public interest. The City will not contribute their 50% of the cost for any materials, equipment or labor that does not meet the appropriate method of construction and material standards and is deemed unacceptable.

6. **Dedication of Improvements.** Subject to all of the other provisions of this Agreement and any exhibits hereto attached, Developer shall, upon completion of the Improvements and the City’s payment of the City Escrow Funds to Developer, unconditionally give, grant, convey and fully dedicate such Improvements to the City or other appropriate governmental authority free and clear of all encumbrances. All such Improvements and perpetual maintenance thereof will be accepted by the City according to the City’s standard specifications. Developer shall non-exclusively assign the rights to enforce all construction contracts, contractors’ bonds and design agreements regarding such Improvements to the City so that these may be enforced by the City after such acceptance. Notwithstanding the foregoing, Developer shall retain ownership to all improvements located on the Developer Property.

7. **Improvement Completion.** Developer agrees to have the Improvements provided in Exhibit B completed and in operation prior to the planned development of the Developer Property opening in its development to public business.

8. **No Improvement District or Special Assessments.** The City shall create no improvement district arising out of the construction of the Improvements. Developer's construction of the Improvements as set forth herein represents the maximum liability of Developer to fund and pay for the Improvements. The City waives any requirement of Developer to pay any special or other assessment associated with the construction of the Improvements.

9. **No Obligation to Construct or Operate.** The City hereby acknowledges that Developer as of the date hereof may not own fee title to the Developer Property. The City further agrees that none of the obligations of Developer set forth herein shall be binding against Developer until such time as Developer or its affiliates have acquired fee title to the Developer Property and obtained a building permit and all other governmental approvals necessary to legally construct and operate Developer's desired facilities on the Property. Notwithstanding anything to the contrary contained herein, the City agrees that the Developer Property may be used for any lawful purpose in compliance with zoning regulations adopted by the City. It is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either expressed or implied, to either commence the construction of a building or the operation of a business or thereafter continuously operate a business on the Developer Property. The City recognizes and agrees that Developer may, at Developer's sole discretion, cease the operation of its business on the Developer Property and the City hereby waives any legal action for damages or for equitable relief resulting from such cessation of business activity by Developer.

10. **No Agency or Partnership.** This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and Developer nor between the City and any officer, employee, contractor or representative of Developer. No joint employment is intended or created by this Agreement for any purpose. Developer agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Agreement.

11. **Insurance.** The Developer shall cause to be filed with the City Clerk, prior to the start of any work, a copy of the declarations sheet to the Developer's and any of its third-party contractors or subcontractors actually performing work on the improvement identified in Exhibit B, general public liability and property insurance policies. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person as the result of any on occurrence, and a limit of liability of not less than \$2,000,000 aggregated for any such damages sustained by two or more persons as the result of any one occurrence, and with a limit of liability of not less than \$1,000,000 for any property damage sustained by one or more persons due to any one occurrence. The City shall be named as an additional insured. The Developer or the third-party contractor shall procure and maintain Builders Risk Insurance for the duration of the Improvements project.

12. **Workers Comprehensive Insurance.** The Developer shall cause to be filed with the City Clerk, prior to the start of any work, and any of its third-party contractors or subcontractors actually performing work on the Improvements identified in Exhibit B,

certificates of workers compensation insurance policies, confirming coverage for all workers employed or working on the improvements in accordance with the provision of the laws of the State of Kansas.

13. **Indemnification.** Developer agrees to indemnify, defend (at the City's option) and hold harmless the City, its respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of the acts, omissions, negligence or willful misconduct of Developer, its employees, agents, officers, contractors or subcontractors, or Developer's performance or failure to perform under the terms and conditions of this Agreement. Such indemnification, hold harmless and defense obligation shall exclude liability arising out of acts, omissions, or the negligence or willful misconduct of the City. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

The City agrees to indemnify, defend (at Developer's option), and hold harmless Developer, its respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of the acts, omissions, negligence or willful misconduct of the City, its employees, agents, officers, contractors or subcontractors, or the City's performance or failure to perform under the terms and conditions of this Agreement. Such indemnification, hold harmless and defense obligation shall exclude liability arising out of acts, omissions, or the negligence or willful misconduct of Developer. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

14. **Governing Law.** This Agreement shall be construed under the laws of the State of Kansas.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto.

16. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.

17. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

18. **Further Assurances.** From time to time after the date hereof, without further consideration, the parties will (i) execute and deliver, or cause to be executed and delivered, such instruments to each other as may reasonably request in order to effectuate the intent of this Agreement and (ii) use reasonable good faith efforts to obtain any third-party consents reasonably necessary to effectuate the intent of this Agreement.

19. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held invalid, illegal or unenforceable, the remainder shall remain in full force and effect, and such invalid, illegal or unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

20. **Authorization.** Developer represents, covenants and warrants that the making and execution of this Agreement and all other documents and instruments required or related hereunder have been fully authorized by the necessary corporate action of Developer and are valid, binding and enforceable obligations of Developer in accordance with their respective terms. The City represents, covenants and warrants that the making and execution of this Agreement and all other documents and instruments required or related hereunder have been fully authorized by the necessary organizational action of the City and are valid, binding and enforceable obligations of the City in accordance with their respective terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

THE CITY:

THE CITY OF PITTSBURG, KANSAS, a
Kansas municipal corporation

Date: _____

By: _____
Chuck Munsell, Mayor

ATTEST

Tammy Nagel, City Clerk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

DEVELOPER:

WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

Date: _____

By: _____

L.B. Johnson
Vice President—Real Estate

EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPER PROPERTY

AS-SURVEYED DESCRIPTION-COMBINED TRACTS (Written by R. Gary Walker, LS 1066, December 23, 2104)

A tract of land located in a portion of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty Two (32), Township Thirty (30) South, Range Twenty Five (25) East of the Sixth Principal Meridian, Crawford County, Kansas, more particularly described as follows: Commencing at the Southeast corner of Section 32; thence S 87°54'42" W, along the South line of the Southeast Quarter of Section 32, a distance of 400.12 feet (400.00 feet-deed); thence N 02°52'30" W, a distance of 55.00 feet to the North right-of-way line of East Centennial Drive for the Point of Beginning; thence continuing N 02°52'30" W, along the West line of a tract of land described in Deed Book 614 at Page 361, a distance of 271.81 feet (North 272 feet-calculated) to the Northwest corner thereof; thence N 02°50'41" W, along the West line of a tract of land described in Deed Book 615 at Page 721, a distance of 192.12 feet (North 192 feet-deed) to the Northwest corner thereof; thence N 02°52'15" W, along the West line of a tract of land described in Deed Book 515 at Page 653, a distance of 169.32 feet (North 169.3 feet-deed) to the Northwest corner thereof; thence N 87°54'27" E, along the North line of said tract, a distance of 355.08 feet (East 355 feet-deed) to the West right-of-way line of South Rouse Street; thence S 02°27'13" E, along said West right-of-way line, a distance of 169.29 feet (South 169.3 feet-deed); thence S 03°12'12" E, along the West right-of-way line of said South Rouse Street, a distance of 191.93 feet; thence S 02°53'47" E, along the West right-of-way line, a distance of 252.08 feet; thence S 41°30'29" W, along the West right-of-way line, a distance of 14.36 feet (S 44°11'11" W 14.34 feet-deed) to the North right-of-way line of East Centennial Drive; thence S 85°12'20" W, along said North right-of-way line, a distance of 201.88 feet; thence S 87°53'17" W, along the North right-of-way line of said East Centennial Drive, a distance of 143.32 feet to the Point of Beginning.

EXHIBIT B

IMPROVEMENT PLANS

[See Construction Plans for Centennial Drive and Rouse Street Intersection Improvements, PEC Project No. 335-14E20-005-0830, Sheets 1 through 20, prepared by Professional Engineering Consultants, P.A. dated April, 2015]

EXHIBIT C

IMPROVEMENTS COST BREAKDOWN

[To be inserted May 26, 2015 upon Developer's receipt of construction bid for the Improvements.]

INTEROFFICE MEMORANDUM

To: Pittsburg City Commissioners
From: Becky Gray, Director of Community Development and Housing
CC: Daron Hall, City Manager
Date: May 20, 2015
Subject: Appointment of Board of Trustees for the City of Pittsburg's Land Bank

The Land Bank that was established by ordinance during the May 12, 2015 City Commission meeting will be operated by a Board of Trustees. This Board will contain representatives from the following categories: legal professional, financial professional, real estate professional, construction professional, and a representative from USD 250, Crawford County, and the Economic Development Advisory Board (EDAC).

I received the following nominations and recommend that the Commission appoint the following people to the Land Bank's Board of Trustees:

Legal Professional: Kala Spigarelli, Spigarelli Law Firm, 1 year term
Financial Professional: Tom Spurgeon, Names and Numbers, 2 year term
USD 250 Representative: Destry Brown, USD 250, 3 year term
Crawford County Representative: Troy Graham, County Employee, 1 year term
EDAC Representative: Marty Beezley, EDAC Member, 2 year term

The following nominations were also received; please select one nominee from each of the following categories; both will serve three year terms:

Construction Professional: Corey Burton, ProX Realty
Sam Hayes, CHC-SEK
Matt Hess, Hess Construction
Real Estate Professional: Tyler Casey, ProX Realty
Brian Jones, Jones Heritage Realtors
Mike Creel, Creel Enterprises

After your selection and approval, I will convene their first meeting during June of 2015.



CITY OF PITTSBURG, KANSAS PURCHASING POLICY

WEIGHTED LOCAL PREFERENCE POLICY FOR FORMAL SEALED BIDS

Recognizing that our citizens financially support this community, providing local vendors with a weighted bid process in order to keep our tax dollars in Pittsburg is desired.

Local Pittsburg vendors shall receive preference in the amount of 3%. **The local preference applies to businesses in an area within a mile of the City of Pittsburg corporate limits; however, in a case where a bidder within the corporate City limits and a bidder outside the City limits are the lowest bidders (including the preference), then the bidder within the City limits would be awarded the contract.**

The weighted bidding process is subject to the following requirements:

- ✓ There must be at least two bids submitted. The local Pittsburg vendor must comply with the bidding procedures.
- ✓ The weighted bidding process shall not apply to construction projects, or to combined construction and equipment projects where construction costs exceed 50% of the total project.
- ✓ The bid selected must still constitute the lowest and best bid submitted.
- ✓ The weighted local bidders' policy is not applicable to purchases involving grant funds.