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ORDINANCE NO. S-1023 - Consider Ordinance No. S-1023, levying an additional City Retailers Sales Tax in the amount of one-quarter of one percent (0.25%) within the City of Pittsburg, effective April 1, 2016, pursuant to the powers of cities granted by paragraph (b) of section 5 of article 12 of the Constitution of the State of Kansas and the provisions and procedural requirements of K.S.A. 12-137, as amended.

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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, June 09, 2015**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

- a. Invocation
- b. Flag Salute Led by the Mayor
- c. Public Input
  - a. Kevin Lloyd, owner of Piece of Cake Nutrition, 512 North Broadway, and Jeff Wilbert, Downtown Director, will be present to discuss noise issues in the downtown area.
  - b. Angela Meier, President of the Little Balkans Festival, and Jeff Wilbert, Downtown Director, will be present to discuss plans for the 2015 Little Balkans Festival.

**CONSENT AGENDA:**

- a. Approval of the May 26, 2015, City Commission Meeting minutes.
- b. Approval of the request submitted by Angie Hadley, Program Coordinator for the Restorative Justice Authority, to reappoint Pat Pence to an additional three year term as a member of the Juvenile Corrections Advisory Board (JCAB).
- c. Approval of staff recommendation to execute the Second Amendment to the Stage Lift Agreement between the City of Pittsburg and ThyssenKrupp Elevator Corporation for work at Memorial Auditorium to be completed through January and February of 2016 and authorize the Mayor to sign the necessary documents on behalf of the City.
- d. Approval of staff recommendation to enter in to the Fireworks Display Contract between the City of Pittsburg and J. & M. Displays Inc. of Yarmouth, Iowa using donated funds for the contracted amount, not to exceed \$20,000.00, and if approved authorize the Mayor to sign the necessary documents on behalf of the City.
- e. Approval of the bid for the purchase of Hydrated Lime for use at the Wastewater Treatment Plant for a period of June 19th to December 31st, 2015 to U.S. Lime Company-St. Clair, of Dallas, Texas, on the basis of their low bid meeting specifications of \$180.00 per ton, and authorization to issue the necessary purchase order.

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, June 09, 2015**  
**5:30 PM**

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- f. Approval of the bid for the purchase of Polymer for use at the Wastewater Treatment Plant for a period of June 19th to December 31st, 2015 to Polydyne, Inc., of Riceboro, Georgia, on the basis of their low bid meeting specifications of \$1.12 per pound, and authorization to issue the necessary purchase order.
  
- g. Approval of low bids meeting specifications for the purchase of chemicals for use at the Water Treatment Plant for the period of June 19th through December 31st, 2015 as follows: Lime (Calcium Oxide) to U.S. Lime Company-St. Clair, of Dallas, Texas, for \$174.08 per ton; Liquid Chlorine to Brenntag Southwest, Inc., of Nowata, Oklahoma, for \$31.50 per 100 lbs.; Liquid Polymeric Phosphate to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$0.58 per lb.; Soda Ash to Univar USA, Inc., of Kent, Washington, for \$21.168 per 100 lbs.; Aluminum Sulfate to Brenntag Mid-South, Inc., of Springfield, Missouri, for \$36.90 per 100 lbs.; Polymer to Polydyne, Inc., of Riceboro, Georgia, for \$0.48 per lb.; and Liquid Carbon Dioxide to Airgas USA, Inc., of Pittsburg, Kansas, for \$137.60 per ton; and authorize the issuance of the necessary purchase orders.
  
- h. Approval of the Appropriation Ordinance for the period ending June 9, 2015, subject to the release of HUD expenditures when funds are received.  
**ROLL CALL VOTE.**

**CONSIDER THE FOLLOWING:**

- a. REQUEST TO REZONE - The Planning and Zoning Commission, in its meeting of May 18, 2015, voted unanimously to approve the request submitted by Jennifer Carr on behalf of CINAP, Inc to rezone 1200 East Centennial from IP-1 Planned Light Industrial to CP-2 Planned General Commercial to allow for the future construction of possible commercial development. **Approve or disapprove recommendation. (If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a 2/3 majority, may override the recommendation or may return the recommendation to the Planning and Zoning Commission for further consideration. A return of the recommendation must be accompanied with a statement specifying the basis for the Governing Body's returning the recommendation.)**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, June 09, 2015**  
**5:30 PM**

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- b. DISPOSITION OF BIDS - PITSCO/SUNFLOWER TRAIL- Staff is recommending the bid for the construction of the Pitsco/Sunflower Trail be awarded to Heck and Wicker, of Parsons, Kansas, based on their low bid meeting specifications of \$155,119.00. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents when prepared.**
  
- c. ORDINANCE NO. S-1022 - Consider Ordinance No. S-1022, granting to Zayo Group, LLC, its successors and assigns, a distributed antenna systems facility and telecommunications franchise and prescribing the terms of said grant and relating thereto. **Approve or disapprove Ordinance No. S-1022 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**
  
- d. ORDINANCE NO. S-1023 - Consider Ordinance No. S-1023, levying an additional City Retailers Sales Tax in the amount of one-quarter of one percent (0.25%) within the City of Pittsburg, effective April 1, 2016, pursuant to the powers of cities granted by paragraph (b) of section 5 of Article 12 of the Constitution of the State of Kansas and the provisions and procedural requirements of K.S.A. 12-137, as amended. **Approve or disapprove Ordinance No. S-1023 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

**NON-AGENDA REPORTS & REQUESTS:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
May 26, 2015

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A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, May 26<sup>th</sup>, 2015, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Chuck Munsell presiding and the following members present: Michael Gray, John Ketterman, Jeremy Johnson, and Monica Murnan.

Mayor Munsell led the flag salute.

Mark Chambers of the First United Methodist Church provided the invocation.

APPROVAL OF MINUTES – MAY 12<sup>th</sup>, 2015 - On motion of Murnan, seconded by Gray, the Governing Body approved the May 12<sup>th</sup>, 2015, City Commission Meeting minutes as submitted. Motion carried.

PLASTER INDOOR EVENT FACILITY ANNUAL APPROPRIATION – On motion of Murnan, seconded by Gray, the Governing Body approved the annual appropriation for the first year of a twenty year lease between the City of Pittsburg and Pittsburg State University for the Plaster Indoor Event Facility. Motion carried.

DISPOSITION OF BIDS – CHAT AND ROCK – On motion of Murnan, seconded by Gray, the Governing Body approved staff recommendation to award the bid for the purchase of HM-4 Flint Chat, AB-3 Limestone Rock and 3/4 Clean Rock for the 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 authorized the issuance of the necessary purchase orders. Motion carried.

DISPOSITION OF BIDS – READY MIX CEMENT/FLOWABLE FILL – On motion of Murnan, seconded by Gray, the Governing Body approved staff recommendation to award the bid for the purchase of Ready Mix Cement/Flowable Fill for the 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 authorized the issuance of the necessary purchase order. Motion carried.

DROUGHT CONTINGENCY PLAN UPDATE – On motion of Murnan, seconded by Gray, the Governing Body approved 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. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
May 26, 2015

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APPROPRIATION ORDINANCE – On motion of Murnan, seconded by Gray, the Governing Body approved the Appropriation Ordinance for the period ending May 26<sup>th</sup>, 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.

PUBLIC HEARING – SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – Following Public Hearing, on motion of Murnan, seconded by Johnson, the Governing Body authorized staff to submit an application to the Kansas Department of Commerce for Small Cities Community Development Block Grant Special Round funds, adopted Resolution No. 1170, certifying legal authority to apply for the grant, and adopted 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. Motion carried.

PUBLIC HEARING - RENEWAL OF THE CITY RETAILERS SALES TAX – Following Public Hearing, on motion of Ketterman, seconded by Murnan, the Governing Body supported 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, and directed staff to prepare the necessary Ordinance. Motion carried.

2014 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) - Brian Nyp of Mize Houser and Company PA, the City's auditing firm, presented the City's 2014 audit and CAFR.

REVIEW OF BIDS/AWARD OF SALE – Following a verbal recommendation, on motion of Murnan, seconded by Ketterman, the Governing Body awarded the bid for the purchase of \$6,370,000 aggregate principal amount of General Obligations Bonds, Series 2015A, to SunTrust Robinson Humphrey, Inc., of Nashville, Tennessee, based on their true interest cost of 2.314494%. Motion carried.

ORDINANCE NO. S-1020 – On motion of Gray, seconded by Johnson, the Governing Body approved 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, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

RESOLUTION NO. 1169 – On motion of Ketterman, seconded by Gray, the Governing Body approved 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, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
May 26, 2015

---

ORDINANCE NO. S-1021 – On motion of Gray, seconded by Ketterman, the Governing Body approved 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, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

DEVELOPMENT AGREEMENT – On motion of Murnan, seconded by Gray, the Governing Body approved 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 and authorized the Mayor to execute the Development Agreement on behalf of the City of Pittsburg. Motion carried.

APPOINTMENTS - LAND BANK BOARD OF TRUSTEES – On motion of Ketterman, seconded by Gray, the Governing Body appointed 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), Matt Hess (construction industry representative) and Brian Jones (real estate profession) as members of the Land Bank Board of Trustees, effective immediately. Motion carried.

PURCHASING POLICY REVISION – On motion of Gray, seconded by Ketterman, the Governing Body approved a revision to the Weighted Local Preference portion of the City's Purchasing Policy. Motion carried.

This revision included the addition of the wording, "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", and the removal of wording in conflict with the revision.

ADJOURNMENT: On motion of Gray, seconded by Johnson, the Governing Body adjourned the meeting at 6:12 p.m. Motion carried.

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Chuck Munsell, Mayor

ATTEST:

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Tammy Nagel, City Clerk

# The Restorative Justice Authority



665 S. 69 Highway Pittsburg, KS 66762  
(620) 235-7118 x 102 Phone (620) 235-7107 Fax

May 29, 2015

City of Pittsburg  
201 West 4<sup>th</sup> Street  
P.O. Box 688  
Pittsburg, Ks. 66762

RE: Juvenile Corrections Advisory Board (JCAB) Extension

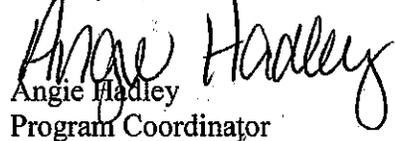
Dear Mr. Munsell,

The following Juvenile Corrections Advisory Board member has agreed to extend their term for another three years:

Pat Pence      General Representative      6-30-18

If you have any questions, please feel free to contact me at the number and extension above.

Thank you,

  
Angie Hadley  
Program Coordinator

This appointment is through the Board of City Commissioners.

\_\_\_\_\_  
Chuck Munsell, Mayor

\_\_\_\_\_  
Date

cc: Kansas Department of Corrections Juvenile Services Division

## INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager

From: Kim Vogel, Director of Parks and Recreation

CC: Tammy Nagel, City Clerk  
Jason Huffman, Manger of Memorial Auditorium

Date: May 27, 2015

Subject: June 9, 2016 City Commission Meeting Agenda Item  
Memorial Auditorium Stage Lift Project – Second Amendment

---

The City of Pittsburg Department of Parks and Recreation has reached an agreement with ThyssenKrupp Elevator Corporation (TKE) regarding the stage lift project at Memorial Auditorium.

TKE has agreed to the new work dates of January 4, 2016 through February 9, 2016 excluding January 21, 22 & 23 for the Via Christi Gala. TKE has also agreed to the new amount payable by the City of Pittsburg which shall be reduced from \$183,977 to \$168,977. Additionally, TKE agrees to pay \$1,000 per day in liquidated damages for each day after February 9, 2016 that work is not complete.

In this regard, would you please place an item on the agenda for the City Commission meeting scheduled for Tuesday, June 9, 2015. Staff is recommending the execution of the Second Amendment to the Construction Contract between Owner and Contractor. Action necessary will be to approve or disapprove the Second Amendment and if approved, authorize the Mayor to sign any necessary documents.

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

SECOND AMENDMENT TO THE  
CONSTRUCTION CONTRACT BETWEEN  
OWNER AND CONTRACTOR

WHEREAS, the City of Pittsburg, Kansas (“Owner”) and ThyssenKrupp Elevator Corporation (“Contractor”) entered into a certain construction contract and Amendment No. 1 dated December 18, 2014 (“Contract”) for repairs to the stage lift at Memorial Auditorium (the “Work”);

WHEREAS, the Contractor was unable to complete the Work within the time frame allotted in the Contract due to a manufacturing delay of Contractor’s supplier;

WHEREAS, Contractor offered to complete the Work within thirty (30) days following the expiration of the time frame allotted in the Contract;

WHEREAS, Owner has requested that Contractor delay the commencement of the Work until January 4, 2016 due to conflicts with currently scheduled Memorial Auditorium programming;

WHEREAS, Owner and Contractor agrees that the amount payable to Contract shall be reduced from \$183,977.00 to \$168,977.00; and

WHEREAS, Owner and Contractor desire to enter into this second amendment to the construction contract (“Agreement”) in order to complete the Memorial Auditorium stage lift repairs at a time and in a manner acceptable by the parties.

NOW THEREFORE, Owner and Contractor agree as follows:

1) The time period in which the Contractor shall perform and complete the Work under the Contract is amended to January 4, 2016 as the beginning date and February 9, 2016 as the final date for completion.

2) Contractor understands and agrees that no Work may be performed on January 21, 22 or 23, 2016 due to Owner's previously scheduled commitments on those dates.

3) Contractor shall pay to Owner the sum of \$1,000.00 per day for each day after February 9, 2016 that the Work is not complete.

4) The amount payable by Owner to Contractor for the Work shall be reduced from \$183,977.00 to \$168,977.00.

5) Any and all terms or conditions in the Contract which conflict with terms and conditions set forth in this Agreement are hereby rendered null and void and the terms of this Agreement shall control.

6) All other terms and conditions in the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Construction Contract between Owner and Contractor on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

OWNER: The City of Pittsburg, Kansas

CONTRACTOR: ThyssenKrupp Elevator Corporation

By: \_\_\_\_\_  
Mayor – Chuck Munsell

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

Attest:

Attest:

\_\_\_\_\_  
City Clerk – Tammy Nagel

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

## INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager

From: Kim Vogel, Director of Parks and Recreation

CC: Tammy Nagel, City Clerk

Date: May 27, 2015

Subject: June 9, 2015 Agenda Item

Approval of Fireworks Display Contract with the City of Pittsburg & J.& M. Displays Inc. for the City of Pittsburg's 4<sup>th</sup> of July Celebration

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The Department of Parks and Recreation is requesting City Commission approval of the Fireworks Display Contract between the City of Pittsburg and J. & M. Displays Inc. of Yarmouth, Iowa.

Funds have been raised through Big Bang Rockfest and private funds are being collected through the Community Foundation of Southeast Kansas. No City funds are being requested for the 2015 fireworks display. The contracted amount of the fireworks will be determined by the amount of funds collected by June 26, 2015 and will not exceed the amount raised or \$20,000.

In this regard would you please place an item on the June 9, 2015 City Commission agenda for approval and, if approved, authorize the Mayor to sign the contract.

If you have any questions please do not hesitate to call me at 620-230-5538.

## Fireworks Display Contract

This Contract is entered into as of the 9<sup>th</sup> of June, 2015 by and between J & M Displays, Inc., and Iowa Corporation, having its principal place of business at Yarmouth, Iowa, designated herein as "Seller" and CITY OF PITTSBURG, KANSAS, designated herein as the "Purchaser".

For and in consideration of the covenants herein, the parties agree as follows:

Seller will secure, prepare, and deliver the fireworks specified in Exhibit A. Attached hereto, or will make necessary substitutions of equal or greater value. Seller will include the service of a licensed pyrotechnic operator and other agents to take charge of, set up, and fire the fireworks display, along with such help as Seller in its sole discretion deems necessary to perform the fireworks display safely, and in accordance with Federal, State, and Local laws and regulations.

Seller's operator and agents will check the display area after the presentation of the fireworks display for any "dud" or other material which might not have ignited or which could cause injury. In the event any agent of Purchaser shall find any "duds" or other material, Seller will be advised so that its operator and agents may take possession of said "dud" for safekeeping or disposal.

Seller will determine and establish the minimum safety distances from location of the fireworks display as proscribed by Federal, State, and Local laws and regulations. Thereafter, the Purchaser will mark the minimum safety distances as established by Seller and furnish adequate police and city personnel to maintain said safety distances. Purchaser also agrees to have one fire unit on location in the near vicinity of the display area.

It is agreed and understood that Seller will be paid the sum of \$\_\_\_\_\_ for the fireworks display from monetary donations received from private individuals and businesses to a fund set up at and administered by the Community Foundation of Southeast Kansas, designated herein as the "Fund". The balance of \$\_\_\_\_\_ is to be paid by the City from the Fund within ten (10) days following the presentation of the display on July 4, 2015.

Seller will donate a minimum of an additional \$\_\_\_\_\_ in product for the 2015 display.

The Purchaser and Seller acknowledge that any amount past due in excess of thirty(30) days is subject to a finance charge computed on the basis of an annual percentage rate of 10%. Should either party terminate this contract for any reason other than Force Majeure, as herein defined, then in that event,

- (i) If terminated by Seller, Seller shall return Purchaser's down payment and pay Purchaser the sum of \$1,000.00 as liquidated damages.

and

- (ii) If terminated by the Purchaser, Purchaser shall pay Seller an additional sum of \$1,000.00.

In the event of inclement weather, which causes postponement of the display, it is agreed and understood that the display will be presented on July 5, 2015, if weather permits or at some future date mutually agreeable to by Seller and Purchaser.

FORCE MAJEURE. Neither Seller nor the Purchaser shall be required to perform any term or condition of this contract if such performance, after the exercise of due diligence to perform, is delayed or prevented by acts of God, acts of war, civil riots, organized labor disputes, governmental restrictions or in the event that the Purchaser, due to insufficient private monetary donations, is unable to pay for such fireworks display.

Seller shall defend, indemnify, and save Purchaser, and its agents and employees harmless from and against any and all claim, liability, and expense, including reasonable attorney fees, for injuries, damages and death to any person or property arising out of the acts or neglect of Seller's operator, its agents and employees, but excluding liability due to Purchaser's negligence or willful misconduct.

Seller shall procure and keep in force during the term of this contract liability insurance coverage against claims for bodily injury and death and property damage, with an insurer in good standing licensed for the fireworks display that is the subject of this contract. Further, upon receipt of the down payment, Seller shall deliver the City Clerk of Pittsburg Kansas, a certificate of insurance confirming such insurance coverage.

Witness whereof, we have caused our signatures to be affixed to this document on this 9<sup>th</sup> day of June, 2015.

J & M  
J & M Display, Inc.

DATE \_\_\_\_\_, 2015

BY: \_\_\_\_\_  
President, \_\_\_\_\_

ATTEST:

(Corporate Seal)

\_\_\_\_\_  
Secretary

The City:

CITY OF PITTSBURG, KANSAS

DATE \_\_\_\_\_, 2015

BY: \_\_\_\_\_  
Mayor, Chuck Munsell

ATTEST:

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



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Assistant Director of Public Utilities

**DATE:** May 28, 2015

**SUBJECT:** Agenda Item – June 9, 2015  
Disposition of Bids  
WWTP Lime (Calcium Hydrate)

---

Bids were received on Thursday, May 28<sup>th</sup>, 2015, for the purchase of Hydrated Lime for use by the Wastewater Treatment Plant (see attached bid tab sheet). After reviewing the bids received, City staff is recommending that the bid be awarded to the low bidder, U.S. Lime Company-St. Clair, of Dallas, TX, based on their bid of \$180.00 per ton. This company was also the successful bidder last year providing a bid of \$174.16 per ton. The City orders this product on an as needed basis. The unit price for this product is firm for the period of June 19<sup>th</sup> through December 31<sup>st</sup>, 2015. In the past, these bids were based on a one year contract for a period of June 19<sup>th</sup> through June 18<sup>th</sup>. The City is in the process of changing all annual purchases to a one (1) year contract based on a period of January 1<sup>st</sup> through December 31<sup>st</sup>. This product will be re-bid at the end of the year for 2016 bids.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 9<sup>th</sup>, 2015. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder as stipulated above and, if approved, authorize the issuance of the necessary purchase order. The Hydrated Lime will be purchased with funds from the Wastewater Treatment Operating Supplies Budget.

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

Attachment: Bid Tab Sheet



**City of Pittsburg, Kansas**

**RECAPITULATION OF BIDS FOR PURCHASE OF WWTP CHEMICAL  
(LIME- Calcium Hydrate)  
Thursday, May 28<sup>th</sup>, 2015 – 2:00 p.m.**

<b>NAME/ADDRESS OF BIDDER</b>	<b>LIME (CALCIUM HYDRATE) Per Ton</b>
Lhoist North America of Missouri, Inc. 20947 White Sands Road Ste. Genevieve, Missouri 63670	\$295.88 (plus truck fuel surcharge at rate at time of shipment)
Mississippi Lime Company 3870 S. Lindbergh Blvd., Ste. 200 St. Louis, Missouri 63127	\$237.96 (Delivered)
Nalco Company 1601 W. Diehl Road Naperville, Illinois 60563-1198	NO BID
Univar USA, Inc. 8201 S. 212 <sup>th</sup> Kent, Washington 98032-1994	NO BID
U.S. Lime Company – St. Clair 5429 LBJ Freeway, Suite 230 Dallas, Texas 75240	\$180.00
<b>2014 BID – U.S. Lime Company – St. Clair</b>	<b>\$174.16</b>



DEPARTMENT OF PUBLIC UTILITIES

303 Memorial Drive · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Assistant Director of Public Utilities

**DATE:** May 28, 2015

**SUBJECT:** Agenda Item – June 9, 2015  
Disposition of Bids  
WWTP Polymer

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Bids were received on Thursday, May 28<sup>th</sup>, 2015, for the purchase of Polymer for use by the Wastewater Treatment Plant (see attached bid tab sheet), which will be used in conjunction with the belt filter press of de-watering biological sludge masses created in the wastewater treatment process. After reviewing the bids received, City staff is recommending that the bid be awarded to the low bidder, Polydyne, Inc., of Riceboro, Georgia, based on their bid of \$1.12 per pound. Biopolymers Chemical Company, of Pittsburg, Kansas, was the successful bidder last year providing a bid of \$1.15 per pound. The City orders this product on an as needed basis. The unit price for this product is firm for the period of June 19<sup>th</sup> through December 31<sup>st</sup>, 2015. In the past, these bids were based on a one year contract for a period of June 19<sup>th</sup> through June 18<sup>th</sup>. The City is in the process of changing all annual purchases to a one (1) year contract based on a period of January 1<sup>st</sup> through December 31<sup>st</sup>. This product will be re-bid at the end of the year for 2016 bids.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 9<sup>th</sup>, 2015. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder as stipulated above and, if approved, authorize the issuance of the necessary purchase order. The Polymer will be purchased with funds from the Wastewater Treatment Operating Supplies Budget.

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

Attachment: Bid Tab Sheet



**City of Pittsburg, Kansas**

**RECAPITULATION OF BIDS FOR PURCHASE OF WWTP CHEMICAL  
(Polymer)**

**Thursday, May 28<sup>th</sup>, 2015 – 2:00 p.m.**

NAME/ADDRESS OF BIDDER	Polymer Per Pound
Applied Specialties, Inc. 33555 Pin Oak Parkway Avon Lake, Ohio 44012	\$1.392
Nalco Company 1601 W. Diehl Road Naperville, Illinois 60563	NO BID
Polydyne, Inc. 1 Chemical Plant Road Riceboro, Georgia 31323	\$1.12
Univar USA, Inc. 8201 S. 212 <sup>th</sup> Kent, Washington 98032-1994	NO BID
<b>2014 Bid – Biopolymers Chemical Company</b>	<b>\$1.15</b>



**MEMO TO: DARON HALL**  
**MAY 28, 2015**  
**PAGE TWO**

**Soda Ash** **\$21.168 Per 100 Lbs.**

Univar USA, Inc.  
8201 S. 212<sup>th</sup>  
Kent, WA 98032

[Thatcher Co. of Montana, Inc., of Salt Lake City, UT, was the successful bidder last year with a bid of \$23.60 per 100 lbs.]

**Aluminum Sulfate** **\$36.90 Per 100 Lbs.**

Brenntag Mid-South, Inc.

[Successful bidder last year with a bid of \$34.35 per 100 lbs.]

**Polymer** **\$0.48 Per Lb.**

Polydyne, Inc.  
1 Chemical Plant Road  
Riceboro, GA 31323

[Applied Specialties, Inc., of Avon Lake, OH, was the successful bidder last year with a bid of \$0.865 per lb.]

**Liquid Carbon Dioxide** **\$137.60 Per Ton**

Airgas USA, LLC  
697 S. Hwy. 69  
Pittsburg, KS 66762

[Successful bidder last year with a bid of \$137.60 per ton.]

The City orders these products on an as needed basis. The unit price for each product is firm for the period of June 19<sup>th</sup> through December 31<sup>st</sup>, 2015. In the past, these bids were based on a one year contract for a period of June 19<sup>th</sup> through June 18<sup>th</sup>. The City is in the process of changing all annual purchases to a one (1) year contract based on a period of January 1<sup>st</sup> through December 31<sup>st</sup>. These products will be re-bid at the end of the year for 2016 bids.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 9<sup>th</sup>, 2015. Action necessary will be approval or disapproval of staff's recommendation to award the bids to the low bidders meeting specifications as stipulated above and, if approved, authorize the purchase of these chemicals on an as needed basis. These chemicals will be purchased with funds from the Water Treatment Operating Supplies Budget.

Attachment: Bid Tab Sheet

DEPARTMENT: Public Utilities  
 FUNDING: Water Treatment Plant General Operating



**City of Pittsburg, Kansas**  
**RECAPITULATION OF BIDS FOR PURCHASE OF WTP CHEMICALS**  
**Thursday, May 28<sup>th</sup>, 2015 – 2:00 p.m.**

Name/Address of Bidder	Lime (Calcium Oxide) (Per Ton)	Liquid Chlorine (Per 100 Lb.)	Liquid Polymeric Phosphate (Per Lb.)	Soda Ash (Per 100 Lb.)	Aluminum Sulfate (Per 100 Lb.)	Polymer (Per Lb.)	Liquid Carbon Dioxide (Per Ton)
Airgas USA, LLC 697 S. Highway 69 Pittsburg, Kansas 66762	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$137.60
Applied Specialties, Inc. 33555 Pin Oak Parkway Avon Lake, Ohio 44012	NO BID	NO BID	NO BID	NO BID	NO BID	\$0.844	NO BID
Brenntag Mid-South, Inc. 2235 W. Battlefield Springfield, Missouri 65807	NO BID	NO BID	\$0.58	\$0.23	\$36.90 (\$0.369/lb.) (3 supersack min.)	NO BID	NO BID
Brenntag Southwest Rt. 2 Box 352-200 Nowata, Oklahoma 74048	NO BID	\$31.50	NO BID	NO BID	NO BID	\$0.6995	NO BID
Continental Carbonic Products, Inc. 3985 E. Harrison Avenue Decatur, Illinois 62526	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$250.00 (20 ton min.)

DEPARTMENT: Public Utilities  
 FUNDING: Water Treatment Plant General Operating



**City of Pittsburg, Kansas**  
**RECAPITULATION OF BIDS FOR PURCHASE OF WTP CHEMICALS**  
**Thursday, May 28<sup>th</sup>, 2015 – 2:00 p.m.**

Name/Address of Bidder	Lime (Calcium Oxide) (Per Ton)	Liquid Chlorine (Per 100 Lb.)	Liquid Polymeric Phosphate (Per Lb.)	Soda Ash (Per 100 Lb.)	Aluminum Sulfate (Per 100 Lb.)	Polymer (Per Lb.)	Liquid Carbon Dioxide (Per Ton)
DPC Enterprise 3105 N. Mead Wichita, Kansas 67219	NO BID	\$32.75	NO BID	NO BID	NO BID	NO BID	NO BID
Lhoist North America of Missouri, Inc. 20947 White Sands Road Ste. Genevieve, Missouri 63670	\$240.90 (plus truck fuel surcharge at rate at time of delivery)	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Nalco Company 1601 W. Diehl Road Naperville, Illinois 60563	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Polydyne, Inc. 1 Chemical Plant Road Riceboro, Georgia 31323	NO BID	NO BID	NO BID	NO BID	NO BID	\$0.48	NO BID
Praxair, Inc. 7000 High Grove Boulevard Burr Ridge, Illinois 60521-7595	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

DEPARTMENT: Public Utilities  
 FUNDING: Water Treatment Plant General Operating



**City of Pittsburg, Kansas**  
**RECAPITULATION OF BIDS FOR PURCHASE OF WTP CHEMICALS**  
**Thursday, May 28<sup>th</sup>, 2015 – 2:00 p.m.**

Name/Address of Bidder	Lime (Calcium Oxide) (Per Ton)	Liquid Chlorine (Per 100 Lb.)	Liquid Polymeric Phosphate (Per Lb.)	Soda Ash (Per 100 Lb.)	Aluminum Sulfate (Per 100 Lb.)	Polymer (Per Lb.)	Liquid Carbon Dioxide (Per Ton)
Praxair Distribution, Inc. 1608 Holmes Kansas City, Missouri 64108	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$140.00 (\$0.07/lb.)
Shannon Chemical Corporation P.O. Box 376 Malvern, Pennsylvania 19355	NO BID	NO BID	\$0.834	NO BID	NO BID	NO BID	NO BID
Univar USA, Inc. 8201 S. 212 <sup>th</sup> Kent, Washington 98032	NO BID	NO BID	NO BID	\$21.168 (\$0.2116/lb.) (2000 lb. supersack)	NO BID	NO BID	NO BID
U.S. Lime Company-St. Clair 5429 LBJ Freeway, Suite 230 Dallas, Texas 75240	\$174.08	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
<b>2014 Bids</b>	<b>\$169.01</b> US Lime Co.	<b>\$28.50</b> Brenntag Southwest	<b>\$0.582</b> Brenntag Mid- South	<b>\$23.60</b> Thatcher Co.	<b>\$34.35</b> Brenntag Mid- South	<b>\$0.865</b> Applied Specialties	<b>\$137.60</b> Airgas USA

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	5/29/2015			175047		
C-CHECK	VOID CHECK	V	5/29/2015			175048		

\* \* 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:	2	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: * TOTALS:	2	0.00	0.00	0.00
BANK: * TOTALS:	2	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 5/20/2015 THRU 6/02/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	6/01/2015			000000		1,324.01
3516	CITY OF PITTSBURG	R	5/22/2015			174998		300.00
1	CORESOURCE, INC	R	5/22/2015			174999		920.82
4263	COX COMMUNICATIONS KANSAS LLC	R	5/22/2015			175000		67.34
0095	CRAWFORD COUNTY TREASURER	R	5/22/2015			175001		1,000.00
1	DUSTIN WILSON LANDSHARK RENT	R	5/22/2015			175002		666.50
6679	HUMAN RESOURCES MANAGEMENT ASS	R	5/22/2015			175003		50.00
1	JAY'S PLUMBING	R	5/22/2015			175004		200.00
1545	JRB INDUSTRIES INC	R	5/22/2015			175005		3,033.50
7318	KANSAS USSSA FASTPITCH	R	5/22/2015			175006		320.00
2877	KDHE - BUREAU OF WATER	R	5/22/2015			175007		20.00
1	LOPEZ-GONZALEZ, ROGELIO	R	5/22/2015			175008		26.00
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	5/22/2015			175009		6,458.08
0175	REGISTER OF DEEDS	R	5/22/2015			175010		20.00
0175	REGISTER OF DEEDS	R	5/22/2015			175011		47.70
0349	UNITED WAY OF CRAWFORD COUNTY	R	5/22/2015			175012		107.89
1108	WESTAR ENERGY	R	5/22/2015			175013		2,426.81
5371	PITTSBURG FAMILY YMCA	R	5/22/2015			175014		104.52
7362	WILLIAM ASKEW	R	5/29/2015			175023		800.00
7354	ANTHONT C BERGKOETTER	R	5/29/2015			175024		150.00
6887	TRAVIS CARLTON	R	5/29/2015			175025		48.91
7346	JESSE CARR	R	5/29/2015			175026		400.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3516	CITY OF PITTSBURG	R	5/29/2015			175027		200.00
1006	COMMUNITY NATIONAL BANK	R	5/29/2015			175028		17,500.00
7352	LYN D COONS	R	5/29/2015			175029		500.00
7356	JULIAN DAVIS	R	5/29/2015			175030		150.00
1	EVANS HEAT & AIR	R	5/29/2015			175031		3,000.00
7350	JAMES F GRAHAM	R	5/29/2015			175032		300.00
6021	DENNIS H JAMISON	R	5/29/2015			175033		500.00
7355	JEREMIAH JONES	R	5/29/2015			175034		300.00
7357	KERRY KERR	R	5/29/2015			175035		250.00
7175	STEVE MASON	R	5/29/2015			175036		600.00
0175	REGISTER OF DEEDS	R	5/29/2015			175037		40.00
0175	REGISTER OF DEEDS	R	5/29/2015			175038		52.00
7351	ROBERT ALLEN SANDERS	R	5/29/2015			175039		400.00
1	SIGN DESINGS	R	5/29/2015			175040		3,661.22
5904	TASC	R	5/29/2015			175041		2,035.50
1	THOMPSON, ROBERT	R	5/29/2015			175042		250.00
7353	DEBORAH VOGTS	R	5/29/2015			175043		200.00
7309	MICHAEL F. WALKER	R	5/29/2015			175044		88.61
7180	PHILLIP D WARD	R	5/29/2015			175045		800.00
2350	WASTE CORPORATION OF MISSOURI	R	5/29/2015			175046		844.00
1108	WESTAR ENERGY	R	5/29/2015			175049		297.68
1	WINTLE, MARY	R	5/29/2015			175050		25.00

VENDOR SET: 99 City of Pittsburg, KS  
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5371	PITTSBURG FAMILY YMCA	R	5/29/2015			175051		10,200.00
1	SMC BOOSTER CLUB	R	6/01/2015			175059		500.00
2876	A-PLUS CLEANERS & LAUNDRY	R	6/02/2015			175060		645.00
2004	AIRE-MASTER OF AMERICA, INC.	R	6/02/2015			175061		16.39
0021	CUES	R	6/02/2015			175062		1,399.94
1	EMERSON, BRANDON	R	6/02/2015			175063		33.95
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	6/02/2015			175064		46.89
6093	KANSAS MUNICIPAL UTILITIES	R	6/02/2015			175065		50.00
6643	KEVINS CUSTOM CABINETS	R	6/02/2015			175066		410.00
7363	NEIL E. ROOD	R	6/02/2015			175067		3,000.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	6/02/2015			175068		868.00
7284	TRANSYSTEMS CORPORATION	R	6/02/2015			175069		17,691.03
4839	VAN BECELAERE MACHINE WORKS, I	R	6/02/2015			175070		160.00
3069	VIA CHRISTI PROFESSIONAL SERVI	R	6/02/2015			175071		102.09
3516	CITY OF PITTSBURG	R	6/02/2015			175072		200.00
0044	CRESTWOOD COUNTRY CLUB	E	5/27/2015			999999		301.93
0046	ETTINGERS OFFICE SUPPLY	E	5/27/2015			999999		10,583.05
0054	JOPLIN SUPPLY COMPANY	E	5/27/2015			999999		266.75
0055	JOHN'S SPORT CENTER, INC.	E	5/27/2015			999999		120.00
0056	NEWSPAPER HOLDINGS	E	5/27/2015			999999		771.17
0078	SUPERIOR LINEN SERVICE	E	5/27/2015			999999		555.50
0101	BUG-A-WAY INC	E	5/27/2015			999999		170.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0105	PITTSBURG AUTOMOTIVE INC	E	5/27/2015			999999		581.93
0112	MARRONES INC	E	5/27/2015			999999		116.50
0117	THE MORNING SUN	E	5/27/2015			999999		549.87
0128	VIA CHRISTI HOSPITAL	E	5/27/2015			999999		1,130.00
0129	PROFESSIONAL ENGINEERING CONSU	E	5/27/2015			999999		5,347.15
0133	JIM RADELL CONSTRUCTION INC	E	5/27/2015			999999		4,295.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	5/27/2015			999999		46.00
0142	HECKERT CONSTRUCTION CO INC	E	5/27/2015			999999		33,014.41
0154	BLUE CROSS & BLUE SHIELD	D	5/22/2015			999999		116.80
0154	BLUE CROSS & BLUE SHIELD	D	5/29/2015			999999		2,240.35
0183	PRO-PRINT INC	E	5/27/2015			999999		79.00
0185	MISSION CLAY PRODUCTS LLC	E	5/27/2015			999999		82.54
0199	KIRKLAND WELDING SUPPLIES	E	5/27/2015			999999		149.40
0201	SPICER-ADAMS WELDING, INC.	E	5/27/2015			999999		157.55
0202	CLIFF HIX ENGINEERING INC	E	5/27/2015			999999		95.00
0272	BO'S 1 STOP INC	E	5/27/2015			999999		159.12
0276	JOE SMITH COMPANY, INC.	E	5/27/2015			999999		182.28
0294	COPY PRODUCTS, INC.	E	5/27/2015			999999		1,380.00
0300	PITTSBURG FORD-MERCURY, INC.	E	5/27/2015			999999		50.03
0321	KP&F	D	5/22/2015			999999		45,627.36
0328	KANSAS ONE-CALL SYSTEM, INC	E	5/27/2015			999999		348.00
0329	O'MALLEY IMPLEMENT CO INC	E	5/27/2015			999999		462.75

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0335	CUSTOM AWARDS PLUS INC	E	5/27/2015			999999		116.98
0337	CROSS-MIDWEST TIRE	E	5/27/2015			999999		1,141.18
0375	CONVENIENT WATER COMPANY	E	5/27/2015			999999		55.00
0420	CONTINENTAL RESEARCH CORP	E	5/27/2015			999999		194.88
0436	ZEP MANUFACTURING COMPANY, INC	E	5/27/2015			999999		125.70
0444	ROBERT BRENT LINDER	E	5/27/2015			999999		120.00
0516	AMERICAN CONCRETE CO INC	E	5/27/2015			999999		1,067.00
0690	TREASURED IMAGES	E	5/27/2015			999999		165.40
0714	SHARE CORPORATION	E	5/27/2015			999999		129.70
0728	ICMA	D	5/22/2015			999999		928.93
0746	CDL ELECTRIC COMPANY INC	E	5/27/2015			999999		311.56
0784	MIRACLE RECREATION EQUIP CO	E	5/27/2015			999999		171.00
0805	BROADWAY ANIMAL HOSPITAL PA	E	5/27/2015			999999		251.50
0837	BLACKBURN MANUFACTURING CO	E	5/27/2015			999999		101.66
1050	KPERS	D	5/22/2015			999999		38,515.54
1290	CMI INC	E	5/27/2015			999999		70.95
1631	EVERYTHING SEW SEW	E	5/27/2015			999999		139.00
1733	BOYD METALS OF JOPLIN INC	E	5/27/2015			999999		131.60
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	5/27/2015			999999		4,116.60
2035	O'BRIEN ROCK CO., INC.	E	5/27/2015			999999		12,928.62
2137	VAN WALL GROUP	E	5/27/2015			999999		197.21
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	5/27/2015			999999		2,469.63

VENDOR SET: 99 City of Pittsburg, KS  
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 DATE RANGE: 5/20/2015 THRU 6/02/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2960	PACE ANALYTICAL SERVICES INC	E	5/27/2015			999999		2,475.00
3079	COMMERCE BANK	D	5/29/2015			999999		55,195.61
3126	W.W. GRAINGER, INC	E	5/27/2015			999999		88.02
3376	ALL STAR PRO GOLF INC	E	5/27/2015			999999		379.70
4126	EMERGENCY MEDICAL PRODUCT INC	E	5/27/2015			999999		290.85
4307	HENRY KRAFT, INC.	E	5/27/2015			999999		423.31
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	5/27/2015			999999		349.59
5014	MID-AMERICA SANITATION	E	5/27/2015			999999		300.00
5275	US LIME COMPANY-ST CLAIR	E	5/27/2015			999999		4,133.98
5340	COMMERCE BANK TRUST	E	5/28/2015			999999		32,674.80
5364	MOST DEPENDABLE FOUNTAINS INC	E	5/27/2015			999999		2,305.00
5559	SEK INDEPENDENT LIVING RESOURC	E	5/27/2015			999999		50.00
5581	SAGA QUAD STATE COMMUNICATIONS	E	5/27/2015			999999		200.00
5590	HD SUPPLY WATERWORKS, LTD.	E	5/27/2015			999999		4,025.73
5640	CORRECT CARE SOLUTIONS LLC	E	5/27/2015			999999		18.00
5746	LAYNE CHRISTENSEN COMPANY	E	5/27/2015			999999		6,235.00
5855	SHRED-IT USA INC	E	5/27/2015			999999		268.19
5889	MIKE'S REPAIR & FABRICATION LL	E	5/27/2015			999999		410.00
5904	TASC	D	5/22/2015			999999		7,006.56
5907	BREATHING AIR SERVICES INC	E	5/27/2015			999999		85.00
6117	ALEXANDER OPEN SYSTEMS, INC	E	5/27/2015			999999		6,181.21
6402	BEAN'S TOWING & AUTO BODY	E	5/27/2015			999999		2,340.43

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 DATE RANGE: 5/20/2015 THRU 6/02/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6415	GREAT WEST TANDEM KPERS 457	D	5/22/2015			999999		3,320.00
6498	BLUEGLOBES LLC	E	5/27/2015			999999		102.57
6952	ADP INC	D	5/22/2015			999999		2,123.26
6952	ADP INC	D	5/29/2015			999999		3,986.27
7038	SIGNET COFFEE ROASTERS	E	5/27/2015			999999		51.50
7050	KRIZ-DAVIS CO.	E	5/27/2015			999999		40.07
7118	SP DESIGN & MFG, INC	E	5/27/2015			999999		715.50
7225	NEW WORLD SYSTEMS CORPORATION	E	5/27/2015			999999		2,004.77
7281	CHEMCO SYSTEMS LP	E	5/27/2015			999999		804.45
7283	CORESOURCE, INC	D	5/21/2015			999999		7,461.43
7283	CORESOURCE, INC	D	5/28/2015			999999		35,785.02
7290	DELTA DENTAL OF KANSAS INC	D	5/22/2015			999999		1,861.70
7290	DELTA DENTAL OF KANSAS INC	D	5/29/2015			999999		1,323.50

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	58	84,485.37	0.00	84,485.37
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	15	206,816.34	0.00	206,816.34
EFT:	72	151,952.77	0.00	151,952.77
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		145	443,254.48	0.00	443,254.48
BANK: 80144	TOTALS:	145	443,254.48	0.00	443,254.48

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: EFT MANUAL EFTS  
 DATE RANGE: 5/20/2015 THRU 6/02/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6977	KANSAS BUILDERS SUPPLY CO INC	R	5/29/2015			175052		1,599.00
0054	JOPLIN SUPPLY COMPANY	E	5/26/2015			999999		1,019.99
0068	BROOKS PLUMBING LLC	E	6/01/2015			999999		244.55
0084	INTERSTATE EXTERMINATOR, INC.	E	6/01/2015			999999		152.00
0105	PITTSBURG AUTOMOTIVE INC	E	5/26/2015			999999		41.57
0109	RANDY VILELA TRUCKING & HAULIN	E	5/26/2015			999999		2,844.00
0112	MARRONES INC	E	5/26/2015			999999		257.20
0129	PROFESSIONAL ENGINEERING CONSU	E	6/01/2015			999999		18,054.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	6/01/2015			999999		320.00
0142	HECKERT CONSTRUCTION CO INC	E	6/01/2015			999999		12,605.21
0146	CHAPMAN'S LOCKSMITHING	E	6/01/2015			999999		133.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	5/26/2015			999999		90.00
0455	LARRY BARRETT BODY * FRAME * T	E	5/26/2015			999999		2,156.68
0571	WILBERT MFG. & SUPPLY	E	6/01/2015			999999		50.00
0650	HOME CENTER CONSTRUCTION	E	6/01/2015			999999		19,640.25
0779	PITTSBURG COMMUNITY THEATRE	E	5/26/2015			999999		2,314.00
0806	JOHN L CUSSIMANIO	E	5/26/2015			999999		260.00
0806	JOHN L CUSSIMANIO	E	6/01/2015			999999		260.00
0853	AMERICAN WATER WORKS ASSOC	E	6/01/2015			999999		695.00
0866	AVFUEL CORPORATION	E	6/01/2015			999999		19,318.39
1008	BENJAMIN M BEASLEY	E	6/01/2015			999999		400.00
1478	KANSASLAND TIRE OF PITTSBURG	E	5/26/2015			999999		138.49

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: EFT MANUAL EFTS  
 DATE RANGE: 5/20/2015 THRU 6/02/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1490	ESTHERMAE TALENT	E	6/01/2015			999999		150.00
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	6/01/2015			999999		784.48
2137	VAN WALL GROUP	E	6/01/2015			999999		148.13
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	5/26/2015			999999		18,609.10
2621	MONICA LAFORTE	E	6/01/2015			999999		18.75
2624	JAMES ZIMMERMAN	E	6/01/2015			999999		460.00
2825	KANSAS DEPT OF ADMINISTRATION	E	6/01/2015			999999		636.82
2921	DP2 BILLING SOLUTIONS, LLC	E	5/26/2015			999999		4,929.59
2960	PACE ANALYTICAL SERVICES INC	E	6/01/2015			999999		394.00
3248	AIRGAS USA LLC	E	5/26/2015			999999		40.89
3272	DUNCAN HOUSING LLC	E	6/01/2015			999999		475.00
3294	JOHN R SMITH	E	6/01/2015			999999		550.00
3593	REMINGTON SQUARE	E	6/01/2015			999999		99.00
3668	MID AMERICA PROPERTIES OF PITT	E	6/01/2015			999999		400.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	6/01/2015			999999		1,333.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	6/01/2015			999999		205.70
4546	C & M PROPERTIES LLC	E	5/26/2015			999999		800.00
4711	PENGUIN RANDOM HOUSE, LLC	E	6/01/2015			999999		121.50
5185	FERGUSON ENTERPRISES INC	E	5/26/2015			999999		9,417.89
5185	FERGUSON ENTERPRISES INC	E	6/01/2015			999999		3,846.35
5275	US LIME COMPANY-ST CLAIR	E	6/01/2015			999999		4,167.79
5396	KAYE LEWIS	E	5/26/2015			999999		6,397.30

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: EFT MANUAL EFTS  
 DATE RANGE: 5/20/2015 THRU 6/02/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5590	HD SUPPLY WATERWORKS, LTD.	E	6/01/2015			999999		3,915.00
5609	RON WHITE	E	6/01/2015			999999		192.50
5731	THUNDERBAY LLC	E	5/26/2015			999999		1,150.00
5967	DANCO SYSTEMS INC	E	6/01/2015			999999		1,190.00
6175	HENRY C MENGHINI	E	6/01/2015			999999		20,925.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	6/01/2015			999999		300.00
6528	GALE GROUP/CENGAGE	E	6/01/2015			999999		18.90
6655	B&H DEVELOPERS, INC	E	6/01/2015			999999		1,800.00
6846	GREENWAY ELECTRIC, INC.	E	6/01/2015			999999		1,887.97
6916	STILWELL HERITAGE & EDUCATIONA	E	6/01/2015			999999		445.00
6992	CHARITI LOMOUR ROMINE	E	5/26/2015			999999		1,996.65
7028	MATTHEW L. FRYE	E	6/01/2015			999999		400.00
7029	ELISABETH GORDON	E	6/01/2015			999999		78.75
7087	PITTSBURG STATE UNIVERSITY FOU	E	6/01/2015			999999		175,000.00
7102	LACIE COTTRELL	E	5/26/2015			999999		15.77
7240	JAY HATFIELD CERTIFIED USED CA	E	6/01/2015			999999		119.77
7283	CORESOURCE, INC	E	6/01/2015			999999		35,702.68
7293	DAVID E OR DIANA L GARARD	E	6/01/2015			999999		500.00
7294	AMMP PROPERTIES, LLC	E	6/01/2015			999999		550.00
7319	JAMES & LASHAWNDRA LAWSON	E	6/01/2015			999999		675.00
7326	RANDY ALLEE	E	6/01/2015			999999		375.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		1	1,599.00	0.00	1,599.00
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
EFT:		64	382,217.61	0.00	382,217.61
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: EFT TOTALS:	65	383,816.61	0.00	383,816.61
BANK: EFT TOTALS:	65	383,816.61	0.00	383,816.61

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 5/20/2015 THRU 6/02/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6585	CLASS HOMES 1 LLC	R	6/01/2015			175053		144.00
6168	K AND B RENTALS LLC	R	6/01/2015			175054		605.00
1601	GRAIG MOORE	R	6/01/2015			175055		1,869.00
1800	DAN RODABAUGH	R	6/01/2015			175056		450.00
6451	NAZAR SAMAN	R	6/01/2015			175057		409.00
4636	WESTAR ENERGY, INC. (HAP)	R	6/01/2015			175058		1,068.00
0140	A&M RENTALS	E	6/02/2015			999999		225.00
0234	KENNETH A THORNTON	E	6/02/2015			999999		285.00
0372	CONNER REALTY	E	6/02/2015			999999		117.00
0855	CHARLES HOSMAN	E	6/02/2015			999999		22.00
1008	BENJAMIN M BEASLEY	E	6/02/2015			999999		600.00
1231	JOHN LOVELL	E	6/02/2015			999999		263.00
1609	PHILLIP H O'MALLEY	E	6/02/2015			999999		4,653.00
1638	VERNON W PEARSON	E	6/02/2015			999999		847.00
1688	DORA WARE	E	6/02/2015			999999		516.00
1982	KENNETH STOTTS	E	6/02/2015			999999		1,344.00
1985	RICK A MOORE	E	6/02/2015			999999		464.00
2304	DENNIS HELMS	E	6/02/2015			999999		211.00
2542	CHARLES YOST	E	6/02/2015			999999		889.00
2624	JAMES ZIMMERMAN	E	6/02/2015			999999		1,148.00
2850	VENITA STOTTS	E	6/02/2015			999999		85.00
2913	KENNETH N STOTTS JR	E	6/02/2015			999999		550.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 5/20/2015 THRU 6/02/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3067	STEVE BITNER	E	6/02/2015			999999		6,709.00
3082	JOHN R JONES	E	6/02/2015			999999		360.00
3114	PATRICIA BURLESON	E	6/02/2015			999999		807.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	6/02/2015			999999		918.00
3193	WILLIAM CROZIER	E	6/02/2015			999999		928.00
3218	CHERYL L BROOKS	E	6/02/2015			999999		467.00
3241	CHARLES P SIMPSON	E	6/02/2015			999999		731.00
3272	DUNCAN HOUSING LLC	E	6/02/2015			999999		7,066.00
3273	RICHARD F THENIKL	E	6/02/2015			999999		1,288.00
3294	JOHN R SMITH	E	6/02/2015			999999		830.00
3315	ELLEN E FORNELLI	E	6/02/2015			999999		202.00
3593	REMINGTON SQUARE	E	6/02/2015			999999		9,272.00
3668	MID AMERICA PROPERTIES OF PITT	E	6/02/2015			999999		4,089.00
3708	GILMORE BROTHERS RENTALS	E	6/02/2015			999999		271.00
3724	YVONNE L. ZORNES	E	6/02/2015			999999		669.00
3746	JAROLD BONBRAKE	E	6/02/2015			999999		1,821.00
4054	MICHAEL A SMITH	E	6/02/2015			999999		1,625.00
4218	MEADOWLARK TOWNHOUSES	E	6/02/2015			999999		2,318.00
4492	PITTSBURG SENIORS	E	6/02/2015			999999		3,990.00
4786	JENNIFER STANLEY	E	6/02/2015			999999		508.00
4928	PITTSBURG STATE UNIVERSITY	E	6/02/2015			999999		722.00
5039	VANETA MATHIS	E	6/02/2015			999999		279.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 5/20/2015 THRU 6/02/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5393	CARLOS ANGELES	E	6/02/2015			999999		651.00
5549	DELBERT BAIR	E	6/02/2015			999999		261.00
5583	ROBERT L NANKIVELL SR	E	6/02/2015			999999		195.00
5653	PEGGY HUNT	E	6/02/2015			999999		92.00
5656	EARL HARTMAN	E	6/02/2015			999999		360.00
5658	DEANNA J HIGGINS	E	6/02/2015			999999		164.00
5676	BARBARA TODD	E	6/02/2015			999999		31.00
5817	JAMA ENTERPRISES LLP	E	6/02/2015			999999		236.00
5822	JOE FENSKE	E	6/02/2015			999999		259.00
5834	DENNIS TROUT	E	6/02/2015			999999		577.00
5854	ANTHONY A SNYDER	E	6/02/2015			999999		303.00
5870	ANTHONY E SIMONCIC	E	6/02/2015			999999		174.00
5885	CHARLES T GRAVER	E	6/02/2015			999999		500.00
5896	HORIZON INVESTMENTS GROUP INC	E	6/02/2015			999999		343.00
5906	JOHN HINRICHS	E	6/02/2015			999999		183.00
5939	EDNA RUTH TRENT IRREVOCABLE TR	E	6/02/2015			999999		215.00
5957	PASTEUR PROPERTIES LLC	E	6/02/2015			999999		1,069.00
5961	LARRY VANBECELAERE	E	6/02/2015			999999		400.00
6002	SALLY THRELFALL	E	6/02/2015			999999		358.00
6032	TIM J. RIDGWAY	E	6/02/2015			999999		1,242.00
6073	REBECCA FOSTER	E	6/02/2015			999999		910.00
6108	TILDEN BURNS, LLC	E	6/02/2015			999999		486.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 5/20/2015 THRU 6/02/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6130	T & K RENTALS LLC	E	6/02/2015			999999		1,343.00
6161	MICHAEL J STOTTS	E	6/02/2015			999999		150.00
6172	ANDREW A WACHTER	E	6/02/2015			999999		213.00
6186	TROY ROSENSTIEL	E	6/02/2015			999999		575.00
6227	REGGIE & ANGELA BOLLINGER	E	6/02/2015			999999		491.00
6294	RONALD E WUERDEMAN	E	6/02/2015			999999		295.00
6295	DAVID L PETERSON	E	6/02/2015			999999		465.00
6298	KEVAN L SCHUPBACH	E	6/02/2015			999999		6,072.00
6314	PARKVIEW HOUSING INC	E	6/02/2015			999999		398.00
6317	RONALD L EMERSON	E	6/02/2015			999999		161.00
6322	R JAMES BISHOP	E	6/02/2015			999999		505.00
6380	WAYNE E THOMPSON	E	6/02/2015			999999		570.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	6/02/2015			999999		4,377.00
6394	KEVIN HALL	E	6/02/2015			999999		1,283.00
6441	HEATHER D MASON	E	6/02/2015			999999		454.00
6446	HUTCHINS RENTAL TRUST ACCOUNT	E	6/02/2015			999999		210.00
6507	MARTHA E MOORE	E	6/02/2015			999999		492.00
6655	B&H DEVELOPERS, INC	E	6/02/2015			999999		3,389.00
6657	OZARKS AREA COMMUNITY ACTION C	E	6/02/2015			999999		1,170.34
6673	JUDITH A COLLINS	E	6/02/2015			999999		424.00
6753	REBECCA SPONSEL	E	6/02/2015			999999		750.00
6868	DAVID SIMPSON (308)	E	6/02/2015			999999		223.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 5/20/2015 THRU 6/02/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6886	DELBERT BAIR	E	6/02/2015			999999		560.00
6916	STILWELL HERITAGE & EDUCATIONA	E	6/02/2015			999999		6,821.00
6953	CARL ULEPICH	E	6/02/2015			999999		412.00
6966	CHARLOTTE BURGESS	E	6/02/2015			999999		485.00
7024	KIMBERLY GRISSOM	E	6/02/2015			999999		921.00
7027	CALVIN THOMAS	E	6/02/2015			999999		645.00
7083	PITTSBURG HEIGHTS, LP	E	6/02/2015			999999		4,803.00
7112	RANDY VILELA PROPERTIES	E	6/02/2015			999999		286.00
7150	JOE W JONES	E	6/02/2015			999999		556.00
7215	KEVIN L. MICHAEL	E	6/02/2015			999999		334.00
7220	TIMOTHY ADAM	E	6/02/2015			999999		570.00
7222	MICHAEL WILBER	E	6/02/2015			999999		237.00
7232	JAMES TODD OR LISA LOVELL	E	6/02/2015			999999		177.00
7235	GARY & DIAN MURPHY	E	6/02/2015			999999		300.00
7252	ALAMO AREA COUNCIL OF GOVERNME	E	6/02/2015			999999		140.67
7293	DAVID E OR DIANA L GARARD	E	6/02/2015			999999		472.00
7294	AMMP PROPERTIES, LLC	E	6/02/2015			999999		687.00
7312	JASON & TONYA HARRIS	E	6/02/2015			999999		243.00
7319	JAMES & LASHAWNDRA LAWSON	E	6/02/2015			999999		675.00
7326	RANDY ALLEE	E	6/02/2015			999999		202.00

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:	6		4,545.00		0.00		4,545.00
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	0		0.00		0.00		0.00
	EFT:	102		110,635.01		0.00		110,635.01
	NON CHECKS:	0		0.00		0.00		0.00
	VOID CHECKS:	0	VOID DEBITS	0.00				
			VOID CREDITS	0.00		0.00		
TOTAL ERRORS: 0								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 99	BANK: HAP	TOTALS:	108	115,180.01		0.00		115,180.01
BANK: HAP	TOTALS:		108	115,180.01		0.00		115,180.01
REPORT TOTALS:			320	942,251.10		0.00		942,251.10

Passed and approved this 9<sup>th</sup> day of June, 2015.

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Chuck Munsell, Mayor

ATTEST:

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Tammy Nagel, City Clerk



DEPARTMENT OF PLANNING  
AND COMMUNITY SERVICES

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

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** William A. Beasley  
Director of Public Works

**DATE:** May 19, 2015

**SUBJECT:** Agenda Item – June 9, 2015  
Recommendation of the Planning and Zoning Commission  
Request to Rezone 1200 Block of East Centennial from IP-1 Planned  
Light Industrial to CP-2 Planned General Commercial

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The Planning and Zoning Commission, in its meeting of May 18, 2015, considered a request submitted by Jennifer Carr on behalf of CINAP, Inc to rezone 1200 East Centennial from IP-1 Planned Light Industrial to CP-2 Planned General Commercial to allow for the future construction of possible commercial development.

The property is currently zoned IP-1 Planned Light Industrial however the properties surrounding the property in question to the east, south and north are zoned CP-2 Planned General Commercial.

After reviewing all the evidence presented, the Planning and Zoning Commission voted unanimously to recommend to the Governing Body **APPROVAL** of this rezoning request based on the following criteria:

1. **Character of the neighborhood.** This parcel is currently surrounded by a mix of mostly commercial uses with Via Christi Hospital directly south of it and the future Walmart Neighborhood Market to the west of it. The parcel is currently vacant and has not been developed.
2. **Zoning and uses of nearby properties.** Zoning in the area contains mostly commercial uses with an area north and east of it zoned light industrial.

3. ***Suitability of the subject property for the uses to which it is being considered.*** The property has remained industrially zoned while other properties around it have been rezoned commercially to meet future development. Rezoning this property to commercial would complement the neighboring properties.
4. ***Length of time the subject property has remained vacant as zoned.*** The property has been vacant for many years and not developed since it was annexed into the City.
5. ***The extent to which removal of the restrictions will detrimentally affect the nearby property.*** Rezoning the property should not have a detrimental effect to the area. There are other properties located directly adjacent to this property that are zoned commercial.
6. ***Relative gain to public health, safety, & welfare.*** Health, Safety, & Welfare should not be adversely affected by the rezoning of the property.
7. ***Conformance to Master Plan.*** The properties around this parcel are currently zoned commercial which is in line with the City's Master Plan and is an acceptable use if rezoned.
8. ***Staff Recommendation:*** Approve. This area has developed into a commercial area due to its location and close proximity to the intersection of Centennial and Rouse. The single lot that is zoned IP-1 is somewhat spot zoned in an area surrounded by commercial zoning.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 9, 2015. Action necessary will be for the Governing Body to consider the recommendation of the Planning and Zoning Commission and, if they are in agreement with the recommendation as provided, approve the request. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a 2/3 majority, may override the recommendation or may return the recommendation to the Planning and Zoning Commission for further consideration. A return of the recommendation must be accompanied with a statement specifying the basis for the Governing Body's returning the recommendation.

Attachment: Map

RP-3

OHIO ST

R-2

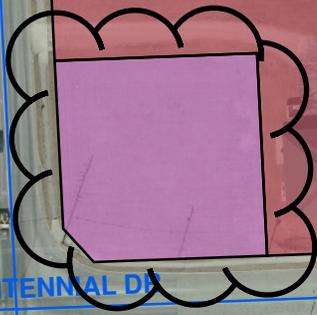
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DEPARTMENT OF PUBLIC WORKS

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

(620) 231-4170

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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** June 3, 2015

**SUBJECT:** Agenda Item – June 9, 2015  
Disposition of Bids  
Pitsco/Sunflower Trail

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Bids were received on Tuesday, June 2<sup>nd</sup>, 2015, for the construction of the Pitsco/Sunflower Trail located on the west side of South Rouse from the KCS tracks south of Quincy Street north to the south right-of-way of Adams Street. This project consists of 1,724 square yards of 4" concrete walking path, 106 square yards of handicap ramps, 362 square yards of 6" concrete pavement, and 168 lineal feet of curb and gutter. The City received 9 bids (see attached bid tab sheet). After reviewing all the bids received, staff found a calculation error in the bid of Heck and Wicker Inc. resulting in a lower total cost. The City and State have always used unit price in determining the correct cost and in this instance Heck and Wicker Inc. became the low bidder. Both Heck and Wicker and B & B Bridge Company, the next low bidder, have been notified of the correction. The staff is recommending that the bid be awarded to Heck and Wicker, of Parsons, Kansas, based on their bid of \$155,119.00. This project is being funded through private donations and a Sunflower Grant in the amount of \$44,000.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 9<sup>th</sup>, 2015. Action being requested is to approve or disapprove staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents when prepared.

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

Attachment: Bid Tab Sheets



**BID TABULATION**  
**Pitsco/Sunflower Trail**  
**Bid Opening: June 2, 2015 - 2:00 PM**

ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	Engineer's Estimate		B & B Bridge Company		Mission Construction		Heck & Wicker		Metcalf & Sons	
				UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Contractor Construction Staking	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,800.00	\$ 3,800.00	\$ 5,000.00	\$ 5,000.00
2	Mobilization	L.S.	1	\$ 10,000.00	\$ 10,000.00	4,000.00	\$ 4,000.00	15,000.00	\$ 15,000.00	5,000.00	\$ 5,000.00	3,000.00	\$ 3,000.00
3	Removal of Existing Structures/Site Clearing	L.S.	1	\$ 5,000.00	\$ 5,000.00	2,500.00	\$ 2,500.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00
4	Site Restoration	L.S.	1	\$ 6,000.00	\$ 6,000.00	8,500.00	\$ 8,500.00	4,000.00	\$ 4,000.00	2,200.00	\$ 2,200.00	5,000.00	\$ 5,000.00
5	Erosion Control	L.S.	1	\$ 5,000.00	\$ 5,000.00	2,500.00	\$ 2,500.00	500.00	\$ 500.00	4,200.00	\$ 4,200.00	20,000.00	\$ 20,000.00
6	Traffic Control	L.S.	1	\$ 3,000.00	\$ 3,000.00	3,500.00	\$ 3,500.00	500.00	\$ 500.00	2,650.00	\$ 2,650.00	5,000.00	\$ 5,000.00
7	Grading	L.S.	1	\$ 4,700.00	\$ 4,700.00	12,000.00	\$ 12,000.00	10,000.00	\$ 10,000.00	2,400.00	\$ 2,400.00	2,500.00	\$ 2,500.00
8	Handrail (Metal)(3'-6")	L.F.	15	\$ 150.00	\$ 2,250.00	100.00	\$ 1,500.00	200.00	\$ 3,000.00	174.00	\$ 2,610.00	1,000.00	\$ 15,000.00
9	Walking Path Construction (4")(AE)	S.Y.	1,724	\$ 40.00	\$ 68,960.00	45.00	\$ 77,580.00	40.00	\$ 68,960.00	49.80	\$ 85,855.20	50.00	\$ 86,200.00
10	Walking Path Ramp	S.Y.	106	\$ 150.00	\$ 15,900.00	85.00	\$ 9,010.00	200.00	\$ 21,200.00	96.35	\$ 10,213.10	50.00	\$ 5,300.00
11	Curb and Gutter, Combined (AE)	L.F.	168	\$ 30.00	\$ 5,040.00	30.00	\$ 5,040.00	35.00	\$ 5,880.00	38.00	\$ 6,384.00	20.00	\$ 3,360.00
12	Curb, Protection (12")(AE)	L.F.	15	\$ 50.00	\$ 750.00	100.00	\$ 1,500.00	50.00	\$ 750.00	68.00	\$ 1,020.00	500.00	\$ 7,500.00
13	Concrete Pavement (6" Uniform)(AE)(Plain)	S.Y.	362	\$ 55.00	\$ 19,910.00	50.00	\$ 18,100.00	45.00	\$ 16,290.00	54.35	\$ 19,674.70	60.00	\$ 21,720.00
14	Crushed Stone (AB-1) Subgrade (6")	S.Y.	107	\$ 15.00	\$ 1,605.00	15.00	\$ 1,605.00	15.00	\$ 1,605.00	16.00	\$ 1,712.00	33.00	\$ 3,531.00
15	Adjustment of Meter Box (Water)	Ea.	6	\$ 500.00	\$ 3,000.00	700.00	\$ 4,200.00	500.00	\$ 3,000.00	280.00	\$ 1,680.00	30.00	\$ 180.00
16	Adjustment of Manhole	Ea.	1	\$ 750.00	\$ 750.00	700.00	\$ 700.00	1,000.00	\$ 1,000.00	480.00	\$ 480.00	50.00	\$ 50.00
17	Adjustment of Valve Box (Water)	Ea.	1	\$ 300.00	\$ 300.00	700.00	\$ 700.00	500.00	\$ 500.00	240.00	\$ 240.00	50.00	\$ 50.00
				<b>Total</b>	\$ 157,165.00	<b>Total</b>	<b>\$155,435.00</b>	<b>Total</b>	<b>\$ 159,685.00</b>	<b>Total</b>	<b>\$ 155,119.00</b>	<b>Total</b>	<b>\$188,391.00</b>



**BID TABULATION**  
**Pitsco/Sunflower Trail**  
**Bid Opening: June 2, 2015 - 2:00 PM**  
**Page 2**

ITEM NO.	DESCRIPTION	UNIT	NO. OF	Engineer's Estimate		RFB		Sprouls		Home Center Construction		Mid-America		Amino Brothers	
				UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
1	Contractor Construction Staking	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,000.00	\$ 2,000.00	\$13,000.00	\$ 13,000.00	\$ 5,400.00	\$ 5,400.00	\$12,409.00	\$ 12,409.00
2	Mobilization	L.S.	1	\$ 10,000.00	\$ 10,000.00	5,000.00	\$ 5,000.00	11,000.00	\$ 11,000.00	20,000.00	\$ 20,000.00	11,074.00	\$ 11,074.00	20,350.00	\$ 20,350.00
3	Removal of Existing Structures/Site Clearing	L.S.	1	\$ 5,000.00	\$ 5,000.00	6,500.00	\$ 6,500.00	17,000.00	\$ 17,000.00	4,000.00	\$ 4,000.00	10,000.00	\$ 10,000.00	17,336.00	\$ 17,336.00
4	Site Restoration	L.S.	1	\$ 6,000.00	\$ 6,000.00	2,750.00	\$ 2,750.00	4,000.00	\$ 4,000.00	4,000.00	\$ 4,000.00	5,475.00	\$ 5,475.00	8,873.00	\$ 8,873.00
5	Erosion Control	L.S.	1	\$ 5,000.00	\$ 5,000.00	500.00	\$ 500.00	2,000.00	\$ 2,000.00	1,500.00	\$ 1,500.00	8,000.00	\$ 8,000.00	10,637.00	\$ 10,637.00
6	Traffic Control	L.S.	1	\$ 3,000.00	\$ 3,000.00	8,000.00	\$ 8,000.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	16,990.00	\$ 16,990.00	9,455.00	\$ 9,455.00
7	Grading	L.S.	1	\$ 4,700.00	\$ 4,700.00	8,000.00	\$ 8,000.00	18,000.00	\$ 18,000.00	20,000.00	\$ 20,000.00	12,316.00	\$ 12,316.00	88,921.00	\$ 88,921.00
8	Handrail (Metal)(3'-6")	L.F.	15	\$ 150.00	\$ 2,250.00	325.00	\$ 4,875.00	134.00	\$ 2,010.00	110.00	\$ 1,650.00	62.60	\$ 939.00	232.00	\$ 3,480.00
9	Walking Path Construction (4")(AE)	S.Y.	1,724	\$ 40.00	\$ 68,960.00	42.50	\$ 73,270.00	40.00	\$ 68,960.00	40.50	\$ 69,822.00	53.64	\$ 92,475.36	37.05	\$ 63,874.20
10	Walking Path Ramp	S.Y.	106	\$ 150.00	\$ 15,900.00	150.00	\$ 15,900.00	210.00	\$ 22,260.00	99.00	\$ 10,494.00	285.37	\$ 30,249.22	199.00	\$ 21,094.00
11	Curb and Gutter, Combined (AE)	L.F.	168	\$ 30.00	\$ 5,040.00	50.00	\$ 8,400.00	40.00	\$ 6,720.00	30.00	\$ 5,040.00	25.00	\$ 4,200.00	52.30	\$ 8,786.40
12	Curb, Protection (12")(AE)	L.F.	15	\$ 50.00	\$ 750.00	75.00	\$ 1,125.00	30.00	\$ 450.00	65.00	\$ 975.00	45.00	\$ 675.00	82.75	\$ 1,241.25
13	Concrete Pavement (6" Uniform)(AE)(Plain)	S.Y.	362	\$ 55.00	\$ 19,910.00	65.00	\$ 23,530.00	50.00	\$ 18,100.00	63.00	\$ 22,806.00	55.28	\$ 20,011.36	58.65	\$ 21,231.30
14	Crushed Stone (AB-1) Subgrade (6")	S.Y.	107	\$ 15.00	\$ 1,605.00	10.00	\$ 1,070.00	15.00	\$ 1,605.00	10.00	\$ 1,070.00	7.47	\$ 799.29	17.05	\$ 1,824.35
15	Adjustment of Meter Box (Water)	Ea.	6	\$ 500.00	\$ 3,000.00	100.00	\$ 600.00	250.00	\$ 1,500.00	500.00	\$ 3,000.00	224.00	\$ 1,344.00	1,006.00	\$ 6,036.00
16	Adjustment of Manhole	Ea.	1	\$ 750.00	\$ 750.00	1,250.00	\$ 1,250.00	800.00	\$ 800.00	500.00	\$ 500.00	421.00	\$ 421.00	1,421.00	\$ 1,421.00
17	Adjustment of Valve Box (Water)	Ea.	1	\$ 300.00	\$ 300.00	250.00	\$ 250.00	300.00	\$ 300.00	500.00	\$ 500.00	339.00	\$ 339.00	1,006.00	\$ 1,006.00
	<b>Total</b>			\$ 157,165.00		<b>Total</b>	<b>\$168,520.00</b>	<b>Total</b>	<b>\$ 181,705.00</b>	<b>Total</b>	<b>\$ 183,357.00</b>	<b>Total</b>	<b>\$220,708.23</b>	<b>Total</b>	<b>\$297,975.50</b>

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

ORDINANCE NO. S -1022

AN ORDINANCE OF THE CITY OF PITTSBURG, KANSAS, GRANTING TO ZAYO GROUP, LLC, ITS SUCCESSORS AND ASSIGNS, A DISTRIBUTED ANTENNA SYSTEMS FACILITY AND TELECOMMUNICATIONS FRANCHISE AND PRESCRIBING THE TERMS OF SAID GRANT AND RELATING THERETO.

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

This Franchise Agreement ("Agreement") is entered into as of June \_\_\_\_, 2015 ("Effective Date") by and between the City of Pittsburg, a municipal corporation (the "City"), and Zayo Group, LLC ("Zayo"), a wholly-owned subsidiary of Zayo Group Holdings, Inc.

RECITALS

A. Zayo owns, maintains, operates and/or controls, in accordance with regulations promulgated by the Federal Communications Commission and the Kansas Corporation Commission (hereinafter "KCC"), telecommunications networks serving Zayo's wireline customers through advanced fiber optic facilities and other wireless carrier customers through fiber-fed distributed antenna system facilities. Such facilities are in public rights-of-way (hereinafter "ROW"), among other locations, in the State of Kansas.

B. Zayo seeks to enter the City of Pittsburg's (the "City") ROW, and other real property of the City, to install, maintain and operate a fiber network and distributed antenna system(s) (the "Network"), so that Zayo and/or its customers (the "Customers") may provide data and telecommunications services to the enterprises, residents and visitors of the City and others (the "Services").

C. Some features of the Network include, without limitation, antenna nodes, poles, equipment cabinets, underground and above ground fiber optic cable, fiber handholes and enclosures, fiber repeaters and related equipment, and will include other equipment as technology evolves, in a configuration and at locations to be filed and identified through the City permit process ("Facility" or "Facilities").

D. Certain distributed antenna systems ("DAS Facility" or "DAS Facilities") which are specific part or type of the Facilities may be located on streetlights, stand-alone poles, third party utility poles, and other structures located on or within the Public ROW or City owned property as permitted under this Agreement.

E. Zayo desires to obtain from City as permitted by law, and City is willing to grant to Zayo as required by law, the right to access the Public ROW to locate, place,

attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities and the DAS Facilities in a manner consistent this Agreement.

In consideration of the Recitals set forth above, the terms and conditions of this Agreement and other valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

## SECTION 1 INSTALLATION OF THE NETWORK

1.1 **Permitted Installation.** Zayo may at Zayo's sole cost and expense and during the term of this Agreement, locate, construct, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Facilities subject to the terms and conditions of this Agreement. Zayo shall undertake and perform any work authorized by this Agreement in a skillful and workmanlike manner.

1.1.1 **Installation Specifications.** The installation of the Facilities shall be made in accordance with plans and specifications as may be approved by the City and after obtaining all necessary permits for all work in the ROW and/or on City property. Such approval review shall be made no later than forty-five (45) days from application date, and under exceptional circumstances the time may be extended an additional forty-five (45) days upon agreement of the Parties. The Parties understand and agree that Facilities outside of the Public ROW may require additional easements for underground fiber to connect to Network within the Public ROW. Such additional easements shall be located so as not to interfere with the City's use of its property. For each installation of Facilities, Zayo shall provide to the City plans, specifications, a construction work breakdown, and anticipated construction timeframes for the installation of Facilities no later than forty-five (45) days prior to the planned start of the installation. Zayo shall, at the written request of the City, attend a planning session regarding an installation proposed by Zayo. The location, depth of the fiber underground, and any other requirements shall be approved in writing by the City prior to construction of the Facilities at that specific location, approval of which shall not be unreasonably withheld, conditioned or delayed. Approval of plans and specifications and the issuance of any permits by the City shall not release Zayo from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans, specifications and/or permits. Zayo shall be responsible for notifying the City and all other relevant parties immediately upon discovery of such omissions and/or errors and with obtaining any amendments for corrected City-approved permits, as may be necessary. Zayo shall be responsible for all costs associated with the permitting process, including, but not limited to, repairs and replacement of City ROW. Such permits and approval requirements detailed in this section shall not be unreasonably withheld, conditioned or delayed by the City and any conditions or requirements shall be in accordance with federal, state, and local laws.

1.1.2 **Temporary Construction.** The installation of the Facilities shall be performed in accordance with traffic control plans for temporary construction work that are approved by the City, which approval shall not unreasonably be withheld, conditioned or delayed.

1.1.3 **Construction Schedule.** If requested by the City, at least ten (10) days prior to the installation of the Facilities, Zayo shall deliver to the City a schedule for the proposed

work related to the construction of the Facilities, as well as a list of the names of all agents and contractors of Zayo's authorized by Zayo to access the City ROW and City owned property on Zayo's behalf.

1.1.4 **Coordination of Work.** Zayo shall be responsible for coordination of work to avoid any interference with existing utilities, substructures, facilities and/or operations within the City's ROW. Zayo shall be the City's point of contact and all communications shall be through Zayo. Zayo shall be solely responsible for communicating with Kansas One-Call.

1.1.5 **Inspection by City.** The City shall have commercially reasonable access to inspect any work conducted by Zayo during the installation, maintenance and/or repairs of the Facilities.

1.1.6 **Other Utility Providers.** When necessary, Zayo shall coordinate with other utility providers for other needed utility services. Zayo and the City will reasonably cooperate with the other utility providers regarding the location of any meter, pole, and other apparatuses required for each Site.

1.1.7 **Existing Utility Poles.** Zayo may attach its Facilities to an existing utility pole pursuant to a properly executed agreement with the pole owner, provided, however, that any necessary replacement of the pole in order to accommodate the attachment shall be subject to the proper exercise of the City's police powers, and in no instance shall Zayo erect a new pole within an existing aerial pole line absent the City's prior authorization.

1.2 **Compliance with Laws.** This Agreement is subject to the terms and conditions of all applicable federal, state and local Laws and the Parties shall comply with any such Laws in the exercise of their rights and performance of their obligations under this Agreement. "Laws" or "Law" as used in this Agreement means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the City or other governmental entity or agency having joint or several jurisdiction over the Parties' activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

1.2.1 **Zoning Regulations.** Zoning regulations shall not apply to installations within the Public ROW.

1.3 **Permits.** Zayo shall obtain all ministerial permits (the "Permits") and pay those fees associated therewith relating to the installation of the Network as currently allowed by Law.

1.3.1 **Encroachment Permits.** Zayo shall obtain any necessary encroachment permits from the City for the installation of the Network and for any other work within the City's ROW or other real property of the City, if required by the City's Municipal Code ("Code").

1.3.2 **Building Permits.** Zayo shall obtain any necessary building permits from the City for the installation of the Network and for any other work within the City's ROW or other real property of the City, if required by the Code or State Law.

1.3.3 **Compliance with Permits.** All work within the City's ROW or other real property of the City shall be performed in strict compliance with all applicable Permits and all applicable regulatory requirements.

1.3.4 **Fee Increases.** If prior to the second anniversary of the date hereof, the City increases the permitting fees described in the Sections above, and if with respect to all similarly situated franchisee license agreements executed by the City in such 2-year period the franchisee or licensee is subject to a similar fee provision, then Zayo will pay to the City the increased fees as if the increased' fee schedule had been in effect as of the date hereof upon being billed therefor by the City.

1.4 **Placement of Zayo Facilities.** Zayo shall coordinate the placement of its Facilities in the Public ROW in a manner that minimizes adverse impact on public improvements, as reasonably determined by the City Engineer.

1.4.1 **Placement of City Facilities.** Should the City decide that it is in its interest to include capacity in addition to the Facilities planned by Zayo during the installation, it will communicate this decision to Zayo in writing and Zayo shall, if technically feasible, include this additional capacity in its installation. The additional capacity will be defined during the planning process outlined in 1.1.1 and may include, but is not limited to, conduit, handholes, enclosures, and fiber-optic cable lines. The additional capacity shall be determined no later than thirty (30) days prior to the planned start of the installation. The City shall reimburse Zayo for the cost of the additional capacity. The City's cost will be limited to the actual material and direct labor costs of the additional facilities only. The additional facilities shall be inspected by the City along with the Zayo Facilities and shall not interfere with the operation and maintenance of Zayo Facilities. The additional facilities shall remain the exclusive property of the City. City may not resell the additional facilities to any third party. As long as Zayo owns and operates facilities installed in the City limits, the City shall not directly compete with Zayo's use of its facilities, where "directly compete" means provision of services that Zayo is actually providing to its customers in Pittsburg, except for services the City provides as of the Effective Date. The City retains the right to provide services to "community anchor institutions", defined as schools, libraries, hospitals and other medical providers, public safety entities, institutions of higher education, and community support organizations that facilitate greater use of broadband by vulnerable populations, including low-income, the unemployed, and the aged.

1.5 **New Streetlight Poles and Existing Streetlight Poles.** It is understood that Zayo may build new streetlight poles or other such facilities required for the installation of the Facilities which would comply with all encroachment and building permits, applicable City, state and federal specifications, and Laws ("New Poles"). The Parties agree that in areas where there are existing poles, Zayo will work with the owner of that existing pole to collocate the DAS Facility but only when the pole owner is willing to allow such attachment and where such attachment is feasible from a safety, technical, and engineering (structural and radio frequency coverage) perspective.

1.5.1 **City Use of New Poles.** The Parties understand and agree that the City may use any New Poles for City purposes, including but not limited to streetlights and other lighting so long as such use does not interfere Zayo's use of its Network or Facilities. Zayo shall reasonably cooperate with the City when using the New Poles.

1.5.2 **City-Owned Lights.** Except for the installation of the lights and ancillary

equipment on or in the New Poles and/or as set forth in section 1.5.3, below, Zayo shall not be responsible for maintenance, repair, or replacement of City-owned lights, light bulbs and equipment or equipment owned by third parties authorized by the City on the New Poles.

**1.5.3 Damage to New Poles.** If a New Pole falls or is damaged such that there is an imminent threat of harm to persons or property, then the City may cause the New Pole to be removed to the side of the street or a location that City believes reasonably eliminates the risk of such imminent threat of harm to persons or property. Zayo shall, after written notice from the City that any New Pole has been damaged or removed, cause the New Pole to be repaired or replaced within thirty (30) days after the City's written notice. The cost to repair and/or replace any New Pole, including the replacement City streetlight, bulb and ancillary equipment shall be paid by Zayo; provided, however, that if the New Pole is damaged or destroyed by the City or a third party user that the City has given the right to use the New Pole, then the City and/or its third party user shall pay the cost to repair and/or replace the New Pole. To the extent that Zayo seeks reimbursement for a third party either directly or through applicable insurance, the City shall assign to Zayo any rights the City may have against such third party for such claim.

**1.6 Franchise and Permit Fees.** Zayo is solely responsible for the payment of all lawful franchise and permit fees in connection with Zayo's performance under this Agreement.

**1.6.1 5% Franchise Fee for all Gross Revenues.** In consideration of this Franchise Agreement, Zayo agrees to remit to the City a franchise fee of five percent (5%) of Gross Revenues ("Franchise Fee"). "Gross revenues" means revenues derived from services provided within the corporate boundaries of the City which include: (A) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; (G) RF telecommunications service revenue or any other operating revenue derived from leasing Zayo's dark fiber and indefeasible rights of use ("IRU") fees. Gross revenues shall be reduced by bad debt expenses that are attributable to Sections (A) through (G) as referenced within this Section 1.6.1. Uncollectible and late charges shall not be included within gross revenues. Zayo shall pay its Franchise Fee on the 15<sup>th</sup> day of the second month following the month in which the Goss Revenue is received. Notwithstanding the above, to the extent the definition of Gross Revenues is inconsistent with the definition of Gross Receipt set forth in KSA 12-2001, the definition of Gross Receipts shall control.

**1.6.2 DAS Facility Permit Fee.** A one-time permit and license fee of \$1,000.00 for each DAS Facility installed within the Public Right of Way of the City shall be paid to the City by Zayo. Zayo shall pay the DAS Facility Permit Fee the 15<sup>th</sup> day following the month after each DAS Facility is installed within the public ROW.

**1.6.3 Ministerial Application Fees.** Upon execution and approval of this Agreement, Zayo shall pay to the City a one-time application fee in the sum of \$2,500.00 to recover the City's costs associated with the review and approval of this Agreement. The City certifies that

such application fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Agreement.

1.6.4 **Accounting Matters.** Zayo shall keep accurate books of account at its principal office in Buhler, Kansas, or such other location of its choosing for the purpose of determining the amounts due to the City under §1.6 above. No more than once per year, the City may inspect Zayo's books of account relative to the application of the franchise fees required under subsection 1.6.1 of this Agreement any time during regular business hours on thirty (30) days' prior written notice and may audit the books from time to time at the City's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under § 1.6 – 1.7 above. The City agrees to hold in confidence any non-public information it learns from Zayo to the fullest extent permitted by Law.

1.7 **Access to the Facilities.**

1.7.1 **Zayo Access to Facilities for Repair.** Zayo will be given reasonable access to each of the Facilities in the City ROW or City owned property for the purposes of routine installation, repair, maintenance or removal of Facilities. If any such maintenance activities have the potential to result in an interruption of any City services at the Facility, Zayo shall provide the City with a minimum of three (3) days prior written notice of such maintenance activities. Such maintenance activities shall, to the extent feasible, be done with minimal impairment, interruption, or interference to City services.

1.7.2 **City Observation.** Zayo shall allow a representative of the City to observe any repair, maintenance or removal work performed at the Facilities.

SECTION 2  
TERM AND TERMINATION

2.1 **Term.** This Franchise Agreement shall be effective 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. In no event, shall the City be permitted to terminate Zayo's right under this Agreement to place Facilities in the ROW unless terms of the Agreement are breached and/or local, state, or federal law permit.

2.1.1 **90 Day Remedy Period.** If the Agreement is breached by Zayo, then Zayo shall have no more than ninety (90) days from written notice of the breach to either remedy the breach or remove its equipment and restore the Facilities, as set forth in Section 3, below. Zayo shall pay to City a prorated Rent and Additional Rent (if any) for any period beyond the effective expiration or revocation date until Zayo completes its obligation to remove its equipment and restore the locations.

2.2 **Termination of Use.** Notwithstanding Section 2.1 above, Zayo may terminate its use of any or all of the Network by providing the City with ninety (90) days prior written

notice. In the event of any such termination, Zayo's payment obligations to the City shall terminate simultaneously with the termination of use, provided Zayo removes its equipment and restores the Facilities, as set forth in Section 3, below, prior to the termination date.

### **SECTION 3 REMOVAL AND RELOCATION**

3.1 **Removal Due to Public Project.** Upon receipt of a written demand from the City pursuant to this Section 3, Zayo, at its sole cost and expense, shall remove and relocate any part of the Network, constructed, installed, used and/or maintained by Zayo under this Agreement, whenever the City reasonably determines that the removal and/or relocation of any part of the Network is needed for any of the following purposes: (a) due to any work proposed to be done by or on behalf of the City or any other governmental agency, including but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, installation of curbs, gutters or landscaping and installation, construction, maintenance or operation of any underground or aboveground facilities such as sewers, water mains, drains, storm drains, pipes, gas mains, poles, power -lines, telephone lines, cable television lines and tracks; (b) because any part of the Network is interfering with or adversely affecting the proper operation of City-owned light poles, traffic signals, or other City facilities or operations; or (c) to protect or preserve the public health and safety. The City shall cooperate with Zayo in relocating any portion of the Network removed pursuant to this Section 3.1 in a manner that allows Zayo to continue providing service to its customers, including, but not limited to, expediting approval of any necessary permits required for the relocation of that portion of the Network relocated under this Section 3.1. No permitting or other fees may be charged by the City for a removal occurring under this Section.

3.2 **Removal Due to Termination.** No later than ninety (90) days after termination of this Agreement pursuant to the provisions of this Agreement, Zayo shall, at its sole cost and expense, remove the Network or the terminated portion thereof and, if such removal disturbs the locations or adjacent property (including City ROW, City facilities added under section 1.4.1, or City real property), restore each Facility and its adjacent property to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Zayo to the Facility or adjacent property, or as otherwise required by the City. For New Poles, Zayo shall install a new streetlight or facility as directed by City's Public Works Director, or his or her designee. Alternatively, the City may allow Zayo, in the City's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the City.

3.3 **Abandonment.** In the event Zayo ceases to operate and abandons the Network, or any part thereof, for a period of ninety (90) days or more, Zayo shall, at its sole cost and expense and within the time period specified in Section 3.2, vacate and remove the Network or the abandoned part thereof. If such removal disturbs the Facility or adjacent property (including City ROW, City facilities added under section 1.4.1, or City real property), Zayo shall also, at its

sole cost and expense, restore the Facility or adjacent property to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Zayo to the Facility or adjacent property. Alternatively, the City may allow Zayo, in the City's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the City.

3.4 **No Relocation Compensation.** The parties understand and agree that neither the City nor Zayo are entitled to compensation for any relocation of its Network that may be required under Section 3.1. Zayo acknowledges that Zayo is not entitled to relocation assistance or any other compensation or benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Agreement.

#### SECTION 4 MAINTENANCE AND REPAIR

4.1 **Electricity Use.** Zayo shall pay for the electricity and other utilities services it consumes in its operations at the rate charged by the servicing utility company.

4.2 **Maintenance and Repair.** Zayo shall, at Zayo's sole cost and expense, perform all maintenance and repairs reasonably needed to maintain the Network in good condition and neat and orderly appearance, and in compliance with all applicable Laws. In the event any part of the Network requires replacement because such part cannot be repaired, Zayo shall, at Zayo's sole cost and expense, replace the irreparable part of the Network. Zayo shall not cause rubbish, garbage or debris on or around its Network or the Facilities and shall not permit any rubbish, garbage or debris to accumulate on or around in any enclosed areas around the Facilities. If the City gives Zayo written notice of a failure by Zayo to maintain the Facilities, Zayo shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice.

4.3 **Appearance.** Zayo shall cooperate with the City on all issues of aesthetics and appearance. Zayo shall follow all legally binding City policies, state and local ordinances with respect to aesthetics. This includes, but is not limited to, historic site and/or locations of significant importance. All locations of DAS systems must be aesthetically approved by the City Engineering Department, in a manner consistent with other approvals within these Restrictions.

4.4 **Repair of ROW.** Zayo shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by Zayo's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of the Network in the City's ROW. Zayo shall promptly repair such damage and return the City's ROW and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City's applicable street restoration standards or to the property owner if not the City. Zayo's obligations under this Section 4.4 shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the City's ROW by Zayo to the City.

4.5 **Bond.** Zayo shall provide a bond in an amount reasonably determined by the City to represent the estimated cost of Zayo's obligations under Sections 3 and 4 of this Agreement, which the City may require Zayo to increase from time to time to reflect the reasonable estimated cost of performing such obligations, to secure performance of Zayo's obligations under Sections 3 and 4, not to exceed \$100,000.

## SECTION 5 TAXES

5.1 **Taxes.** Zayo agrees that it will be solely responsible for the payment of any and all applicable taxes, fees and assessments levied on its ownership, use and maintenance of the Network and this Agreement. Pursuant to Section 79-5(a)(26) of the Kansas Revenue and Taxation Code, the City hereby advises, and Zayo recognizes and understands, that Zayo's use of the City's ROW, the New Poles, and /or other non-ROW city property and facilities may create a possessory interest subject to real property taxation and that Zayo may be subject to, and responsible for, the payment of real property taxes levied on such interest. Zayo will cooperate with the Crawford County Assessor in providing any information necessary for the Assessor to make a property tax determination. Zayo reserves the right to challenge any such assessment, and the City agrees to cooperate with Zayo in connection with any such challenge.

## SECTION 6 INDEMNIFICATION

6.1 **Indemnity.** Zayo shall indemnify, defend, and hold harmless the City, its councilmembers, officers employees, agents, and contractors, from and against liability, claims, demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the extent resulting from activities undertaken by Zayo pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the City, its councilmembers, officers, employees, agents, or contractors or any third party. The City shall promptly notify Zayo of any claim, action or proceeding covered by this Section 6.1.

6.2 **Waiver of Claims.** Zayo waives all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from any event or occurrence except for any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from the gross negligence or willful misconduct of the City.

6.3 **Limitation of City's Liability.** The City will be liable, if at all, only for the cost of repair to damaged portions of the Facilities arising from the gross negligence or willful misconduct of City, its employees, agents, or contractors. The City, its agents, officers, employees, or contractors, shall not be liable for any damage from any cause

whatsoever to the Facilities, specifically including, without limitation, damage, if any, resulting from the City's maintenance operations adjacent to the Facilities or from vandalism or unauthorized use of the Facilities, except to the extent such damage is caused by the negligence or willful misconduct of City, its agents, officers, employees or contractors. The City will in no event be liable for indirect or consequential damages.

6.4 **Limitation of Zayo's Liability.** In no event shall Zayo be liable for indirect or consequential damages in connection with or arising from this Agreement, or its use of the Network, New Poles, and ROW or other City real property.

## SECTION 7 INSURANCE

7.1 **Minimum Insurance Requirements.** Zayo shall obtain and maintain at its sole cost and expense for the duration of this Agreement insurance pursuant to the terms and conditions described in this Section.

(a) **Minimum Insurance.** Zayo shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(i) **General Liability:** A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 combined single-limit per-occurrence for bodily injury, personal injury, death, loss and property damage resulting from wrongful or negligent acts by Zayo. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(ii) **Automobile Liability:** A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 combined single-limit per accident for bodily injury and property damage covering any vehicle utilized by Zayo in performing the work covered by this Agreement

(iii) **Workers' Compensation and Employer's Liability:** Workers' compensation limits as required by the Labor Code, and Employer's Liability limits of \$1,000,000 per accident.

(b) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions shall not exceed \$25,000; provided, however, if Zayo's insurance policy expressly provides (i) that the insurer is required to pay covered claims with no deduction for all or any part of the Zayo's deductible, and (ii) insurer's obligation to pay covered claims is triggered irrespective of whether or not the insured pays the deductible, then Zayo's deductible shall not exceed \$100,000 for Comprehensive General Liability Insurance, \$100,000 for Comprehensive Vehicle Liability Insurance and \$250,000 for Workers' Compensation and Employer's Liability coverage.

(c) **Other Insurance Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

(i) General Liability and Automobile Liability Coverage.

(1) The City, and its elected and appointed council members, board members, commissioners, officers and officials (the "Insureds") shall be named as additional insureds on all required insurance policies, except for Workers' Compensation and Employer's Liability policies.

(2) Zayo's insurance coverage shall be primary insurance as respects the Insureds with respect to the matters covered by this Agreement. Any insurance or self-insurance maintained by the Insureds shall be in excess of Zayo's insurance and shall not contribute with it.

(3) Any failure of Zayo to comply with reporting provisions of the policies shall not affect coverage provided to the Insureds.

(4) Zayo's insurance shall apply separately to each of the Insureds against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Each of the Insureds is subject to all policy terms and conditions and has an obligation, as an Insured, to report claims made against them to the insurance carrier.

(ii) **Worker's Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the Insureds for losses arising from work performed by Zayo in the City's ROW.

(iii) **All Coverages.** Except for non-payment of premium, each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled or reduced in coverage or limits by the insurer except after thirty (30) days' prior written notice has been given to the City. If for any reason insurance coverage is canceled or reduced in coverage or in limits, Zayo shall within two (2) business days of notice from the insurer, notify the City by phone or fax of the changes to or cancellation of the policy and shall confirm such notice via certified mail, return receipt requested.

(d) **Acceptability of Insurers.** Insurance shall be placed with insurers with an A.M. Best rating of no less than A-: VII.

(e) **Verification of Coverage.** Zayo shall furnish the City with certificates of insurance required by this Section 7. The certificates for each insurance policy are to be signed by a person, either manually or electronically, authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences.

(f) **Secondary Parties.** In the event Zayo hires any subcontractors, independent contractors or agents ("Secondary Parties") to locate, place, attach, install, operate, use, control, replace, repair or maintain the Network, Zayo shall require the Secondary Parties to obtain and maintain insurance commensurate to the work such Secondary Parties perform.

## **SECTION 8 DEFAULT**

### **8.1 Default.**

8.1.1. **Defined.** A "Default" shall be deemed to have occurred under this Agreement if

a party fails to cure such within thirty (30) days after written notice specifying such breach, provided that if the breach is of a nature that it cannot be cured within thirty (30) days, a default shall not have occurred so long as the breaching party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

8.1.2. **Remedies.** Upon the failure of a party to timely cure any breach after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of Section 6.3 (Limitation of Liability), terminate this Agreement and pursue all remedies provided for in this Agreement and/or any remedies it may have under applicable law or principles of equity relating to such breach.

8.2 **City Termination Right.** In addition to the remedies set forth in Section 8.1.2, the City shall have the right to terminate this Agreement if (i) the City is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Facilities from the public right of way; or (ii) if Zayo's licenses are terminated, revoked, expired, or otherwise abandoned. Such termination rights shall be subject to Zayo's rights to just compensation, if any, for any taking of a protected property right.

8.3 **No Waiver.** A waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matter subsequently occurring.

8.4 **Interest.** If Zayo fails to make any payment under this Agreement when due, such amounts shall accrue interest from the date such payment is due until paid, including accrued interest, at an annual rate of ten percent (10%) or, if lower, the highest percentage allowed by law.

## SECTION 9 INTERFERENCE

9.1 **Non-Interference with Non-Public Safety Communications Systems.** Zayo shall operate the Network in a manner that will not cause interference with City non-public safety communications systems and to the services and facilities of other licensees or lessees of City property located at or near the Facilities that were in operation prior to the installation of the Network or that are in operation prior to any modifications Zayo may make to the Network.

9.2 **Non-Interference with Public Safety Communications Systems.** Zayo's Network and Facilities shall not cause interference with public safety communications systems operated by City or any other public agency, regardless of the date such systems or any components thereof have been placed in service. Nor shall Zayo's Network and Facilities cause interference with the City's use of the New Poles for their intended purpose as streetlights, traffic lights, and/or stand-alone light poles.

9.3 **Correction of Interference.** If such interference with the Facilities described in Sections 9.1 and 9.2 occur, Zayo shall, upon receipt of written notice thereof from City,

immediately commence commercially reasonable, diligent, efforts to correct or eliminate such interference. If such interference cannot be corrected by-Zayo to the reasonable satisfaction of City within the cure period set forth for in the City's notice, which notice shall not be less than 30 days absent an emergency or danger to public health and safety requiring shorter notice, such interference shall be deemed a material breach under this Agreement and City may terminate this Agreement. Interference caused by actions of Zayo's Customer(s) remain the responsibility of Zayo.

## SECTION 10 MISCELLANEOUS PROVISIONS

**10.1 Nonexclusive Use.** Zayo acknowledges that this Agreement does not provide Zayo with exclusive use of the City's ROW or any municipal facility and that City retains the right to permit other providers of communications services to install equipment or devices in the City's ROW and on municipal facilities.

**10.2 Most Favored Nation.** All of the benefits and terms granted by the City herein are at least as favorable as the benefits and terms granted by the City to any future franchisee of the public ROW engaged in the same or similar business described in this Franchise Agreement. Should the City enter into any subsequent agreement of any kind no matter what nomenclature is attached thereto with any other franchisee during the term of this Franchise Agreement, which Agreement provides for benefits or terms more favorable than those contained in this Franchise Agreement, then this Franchise Agreement shall be deemed to be modified effective as of the date of such more favorable agreement to provide Zayo with those more favorable benefits and terms. The City shall notify Zayo promptly of the existence of such more favorable benefits and terms and Zayo shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by Zayo, the City shall amend this Franchise Agreement to contain the more favorable terms and conditions.

**10.2.1 Most-Favored Municipality.** Should Zayo after the Parties' execution and delivery of this Agreement enter into a franchise agreement with another municipality of the same size or smaller than the City in this State, which agreement contains financial benefits for such municipality which, taken as a whole and balanced with the other terms of such agreement, are in the City's opinion substantially superior to those in this Franchise Agreement, the City shall have the right to require that Zayo modify this Franchise Agreement to incorporate the same or substantially similar superior benefits.

**10.3 Notices.** All notices which shall or may be given pursuant to this Agreement shall be in writing and served by (1) electronic mail; and (2) personally served or transmitted through first class United States mail, or by express mail providing for overnight delivery, postage prepaid, to the following address or such other address of which a party may give written notice:

City: City of Pittsburg

201 W. 4<sup>th</sup> St.  
Pittsburg, KS 66762  
Attention: City Manager

Zayo: Zayo Group LLC  
1805 29<sup>th</sup> Street  
Boulder, CO 80301  
Attn: General  
Counsel

Such notice shall be deemed made when personally delivered; if mailed via first class U.S. Mail, such notice shall be deemed made three (3) calendar days after the date of deposit in the U.S. Mail; if mailed via express/overnight mail, such notice shall be deemed made two (2) calendar days after the date of deposit in a designated overnight delivery mailbox or other like facility. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10.4 **Sublease/Assignment.** If Zayo assigns, sublets, enters into a franchise license or concession agreement, changes ownership of the Network or voting control of Zayo, mortgage, encumber, pledge, hypothecate or other transfer (including any transfer by operation of law this Agreement or any interest therein) Zayo will provide notice of a transfer within a reasonable time.

10.5 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, assigns and transferees.

10.6 **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written, relating to the subject matter hereof are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the party making the waiver.

10.7 **Severability.** If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.

10.8 **Governing Law.** This Agreement shall be interpreted and enforced according to, and

the parties' rights and obligations governed by, the domestic law of the State of Kansas or applicable federal law, without regard to laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement, or otherwise directly related to this Agreement shall occur in the state courts located in Crawford County, Kansas.

10.9 **Survival of Terms.** All of the terms and conditions in this Agreement related to payment, removal due to termination or abandonment, indemnification, limits of City's liability, attorneys' fees and waiver shall survive termination of this Agreement.

10.10 **Captions and Paragraph Headings.** Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

10.11 **Drafting.** The parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting party.

10.12 **Execution in Counterparts.** This Agreement may be executed in one or more identical counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this Agreement.

10.13 **Authority to Execute This Agreement.** Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

10.14 **No Warranty by the City.** The City makes no representations or warranties regarding the suitability, condition or fitness of the locations for the installation, maintenance or use of the New Poles or the Facilities.

10.15 **Agreement Applicable Only to the Facilities.** This Agreement shall not be construed to permit construction, installation, maintenance or use of Facilities on any property other than the Facilities.

10.16 **No Abrogation of Legal Responsibilities.** The City's execution of this Agreement shall not abrogate, in any way, Zayo's responsibility to comply with all permitting requirements or to comply with all Laws with respect to its performance of the activities permitted under this Agreement.

10.17 **Contractual Interpretation.** In the interpretation and application of its rights under this Franchise Agreement, the City will act in a reasonable, non-discriminatory, and competitively neutral manner in compliance with all applicable federal, state, and local laws and regulations.

10.18 **Effective Date of Ordinance.** This Ordinance shall be effective upon its final passage and publication as required by law.

ADOPTED AND PASSED by the Governing Body of the City of Pittsburg, Kansas, this \_\_\_ day of \_\_\_\_\_, 2015.

CITY OF PITTSBURG, KANSAS

By: \_\_\_\_\_  
Chuck Munsell, Mayor

ATTEST:

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

ZAYO GROUP, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Published in The Morning Sun on June 12<sup>th</sup>, 2015 and June 19<sup>th</sup>, 2015)

**ORDINANCE NO. S-1023**

AN ORDINANCE LEVYING AN ADDITIONAL CITY RETAILERS SALES TAX IN THE AMOUNT OF ONE-QUARTER OF ONE PERCENT (0.25%) WITHIN THE CITY OF PITTSBURG, EFFECTIVE APRIL 1, 2016 PURSUANT TO THE POWERS OF CITIES GRANTED BY PARAGRAPH (b) OF SECTION 5 OF ARTICLE 12 OF THE CONSTITUTION OF THE STATE OF KANSAS AND THE PROVISIONS AND PROCEDURAL REQUIREMENTS OF K.S.A. 12-137, AS AMENDED.

WHEREAS, a majority of the electors voting thereon having approved at a special question election held on the 2<sup>nd</sup> day of November 2010, the levying of an additional retailers sales tax in the City of Pittsburg in the amount of one-quarter of one percent (0.25%), as authorized by K.S.A. 12-187, et seq., as amended, to take effect on the first (1<sup>st</sup>) day of April, 2011;

WHEREAS, the proceeds of said additional retailers sales tax shall be used to maintain and repair city streets, and shall expire five (5) years from the date such additional retailers sales tax is first collected; and

WHEREAS, pursuant to the powers of cities granted by paragraph (b) of Section 5 of Article 12 of the Constitution of the State of Kansas, and the provisions and procedural requirements of K.S.A. 12-137, as amended, the governing body of the City of Pittsburg desires to continue an additional retailers sales tax in the amount of one-quarter of one percent (0.25%) for a period of five (5) years from and after April 1, 2016.

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

Section 1. The City of Pittsburg, pursuant to the powers of cities granted by paragraph (b) of Section 5 of Article 12 of the Constitution of the State of Kansas, and the provisions and

procedural requirements of K.S.A. 12-137, as amended, hereby levies an additional city retailers sales tax in the amount of one-quarter of one percent (0.25%) to take effect on the first (1<sup>st</sup>) day of April, 2016, and hereby pledges that the proceeds therefrom shall be used to maintain and repair city streets.

Section 2. The sales tax levied in this Ordinance shall continue for a time period not to exceed five (5) years from the date such additional retailers sales tax is first collected.

Section 3. Except as may be provided by law, such tax shall be identical in its application and exemptions therefrom to the Kansas Retailers Sales Tax Act and all laws and administrative rules and regulations of the Kansas Department of Revenue relating to the state's retailers sales tax shall apply to such city retailers sales tax insofar as such laws and regulations may be made applicable. The services of the State Department of Revenue shall be utilized to administer, enforce and collect said tax.

Section 4. This Ordinance shall take effect sixty-one (61) days after final publication, unless a sufficient petition for referendum is filed and a referendum is held on this Ordinance as provided in K.S.A. 12-137, as amended, in which event, the Ordinance shall only become effective if approved by a majority of the electors voting thereon.

Section 5. This ordinance shall be published once each week for two consecutive weeks in the official city newspaper, and a copy duly certified shall be submitted to the State Director of Taxation by the City Clerk.

PASSED AND APPROVED by not less than two-thirds (2/3) of the members elect of the  
Governing Body voting in favor thereof, this 9<sup>th</sup> day of June, 2015.

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Chuck Munsell, Mayor

ATTEST:

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Tammy Nagel, City Clerk