

Table of Contents

Agenda	3
Approval of the October 13, 2015, City Commission Meeting minutes. 10-13-2015 Minutes.	5
Approval of staff recommendation to enter into natural gas agreements between the City and Greenbush Energy Group and Center Point Energy to provide natural gas to the City's wastewater treatment plant, memorial auditorium, fire station #1 and asphalt plant, and authorization for the Mayor to sign the appropriate documents on behalf of the City. Agenda Item	9
Approval of the Master License Agreement for wire, pipe and cable transverse crossings and longitudinal occupations and right-of-way access between the City of Pittsburg and the South Kansas & Oklahoma Railroad, Inc. and authorization for the Mayor to sign the Agreement on behalf of the City. SKO Agreement	21
Approval of staff recommendation to award the bid for the Rogers Addition Sanitary Sewer Rehab Project to Municipal Pipe Tool Co., LLC, of Hudson, Iowa, based on their low bid meeting specifications in the amount of \$139,383.00 and, if approved, authorize the Mayor and City Clerk to sign the contract documents once prepared. Sewer Line Rehab Bid Disposition Memo.	28
Rogers Addition Sanitary Sewer Rehab Bid Tabulation.	29
Approval of staff recommendation to award the bid for the 2016 sanitation service contract for City of Pittsburg facilities to WCA Waste Corporation, of Joplin, Missouri, based on their low bid submitted in the amount of \$847.00 per month. Sanitation Service Memo	30
Sanitation Service Tab Sheet	31
Approval of an Order vacating an East/West alley located in the 600 Block of East Jackson described as: all that alley located between Lots 1 through 11 and Lots 12 through 22, all located in Block 2 of Bonview Addition to City of Pittsburg, Crawford County, Kansas. (Request of Miller's Professional Imaging) Order vacating Alley - Bonview - Millers (003)	32
Approval of the Appropriation Ordinance for the period ending October 27, 2015, subject to the release of HUD expenditures when funds are received. CHECK LIST	34

MODERATE INCOME HOUSING REQUEST - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to utilize \$200,000 from the Revolving Loan Fund (RLF) to match \$200,000 in state grant funds and a \$200,000 commitment from a designated downtown property owner to attract moderate income residents to the downtown area and, if approved, authorize the City to enter into a development agreement wherein the property owner will commit to improve at least six upstairs apartments within two years as a result of the investment, and adopt Resolution No. 1177 certifying legal authority to apply for the 2016 Kansas Moderate Income Housing Program from the Kansas Housing Resource Corp.

Moderate Income Housing Request	47
Resolution No. 1177	48

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 27, 2015
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the October 13, 2015, City Commission Meeting minutes.
- b. Approval of staff recommendation to enter into natural gas agreements between the City and Greenbush Energy Group and Center Point Energy to provide natural gas to the City's wastewater treatment plant, memorial auditorium, fire station #1 and asphalt plant, and authorization for the Mayor to sign the appropriate documents on behalf of the City.
- c. Approval of the Master License Agreement for wire, pipe and cable transverse crossings and longitudinal occupations and right-of-way access between the City of Pittsburg and the South Kansas & Oklahoma Railroad, Inc. and authorization for the Mayor to sign the Agreement on behalf of the City.
- d. Approval of staff recommendation to award the bid for the Rogers Addition Sanitary Sewer Rehab Project to Municipal Pipe Tool Co., LLC, of Hudson, Iowa, based on their low bid meeting specifications in the amount of \$139,383.00 and, if approved, authorize the Mayor and City Clerk to sign the contract documents once prepared.
- e. Approval of staff recommendation to award the bid for the 2016 sanitation service contract for City of Pittsburg facilities to WCA Waste Corporation, of Joplin, Missouri, based on their low bid submitted in the amount of \$847.00 per month.
- f. Approval of staff recommendation to award the bid for 2016 dumpster service (30-yard and 40-yard containers emptied on an as-needed basis) to Mid-America Sanitation, of Frontenac, Kansas, based on their low bid submitted in the amount of \$125.00 per pull for a 30-yard dumpster and \$125.00 per pull for a 40-yard dumpster.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 27, 2015
5:30 PM

- g. Approval of an Order vacating an East/West alley located in the 600 Block of East Jackson described as: all that alley located between Lots 1 through 11 and Lots 12 through 22, all located in Block 2 of Bonview Addition to City of Pittsburg, Crawford County, Kansas. (Request of Miller's Professional Imaging)

- h. Approval of the Appropriation Ordinance for the period ending October 27, 2015, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

CONSIDER THE FOLLOWING:

- a. MODERATE INCOME HOUSING REQUEST - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to utilize \$200,000 from the Revolving Loan Fund (RLF) to match \$200,000 in state grant funds and a \$200,000 commitment from a designated downtown property owner to attract moderate income residents to the downtown area and, if approved, authorize the City to enter into a development agreement wherein the property owner will commit to improve at least six upstairs apartments within two years as a result of the investment, and adopt Resolution No. 1177 certifying legal authority to apply for the 2016 Kansas Moderate Income Housing Program from the Kansas Housing Resource Corp. **Approve or disapprove recommendations and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

EXECUTIVE SESSION:

- a. EXECUTIVE SESSION - An Executive Session is necessary for discussion regarding personnel matters of nonelected personnel. **Motion to recess into Executive Session for approximately 30 minutes for discussion regarding personnel matters of nonelected personnel.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 13th, 2015

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, October 13th, 2015, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Chuck Munsell presiding and the following members present: Michael Gray, Jeremy Johnson, John Ketterman and Monica Murnan.

Mayor Munsell led a moment of silence in memory of two Kansas City, Missouri, firefighters who died fighting a fire on in Kansas City on October 12th, 2015.

Mayor Munsell led the flag salute.

APPROVAL OF MINUTES – SEPTEMBER 22nd, 2015 - On motion of Murnan, seconded by Gray, the Governing Body approved the September 22nd, 2015, City Commission Meeting minutes as submitted. Motion carried.

UNISOURCE WORLDWIDE, INC. – ROLLSOURCE LEASE – On motion of Murnan, seconded by Gray, the Governing Body approved staff recommendation to enter into a lease agreement between the City of Pittsburg and Unisource Worldwide, Inc., a Veritiv company, d/b/a Rollsource, a Delaware corporation, for Lot Three (3) of the Pittsburg Regional Industrial Park in the amount of \$8,343 per month and authorized the Mayor to execute the agreement on behalf of the City. Motion carried.

FIREWORKS LEASING, LLC FORGIVABLE LOAN – On motion of Murnan, seconded by Gray, the Governing Body approved staff recommendation to forgive the 2015 loan payment in the amount of \$247,471.26 for Fireworks Leasing, LLC, as the required thresholds for forgiveness have been met, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

COVENANTS AND CONDITIONS – WAL-MART REAL STATE BUSINESS TRUST – On motion of Murnan, seconded by Gray, the Governing Body approved the Covenants and Conditions between Wal-Mart Real Estate Business Trust and the City of Pittsburg, Kansas, to provide water service for the new Wal-Mart Neighborhood Market located at 1011 East Centennial and authorized the Mayor to execute the necessary documents on behalf of the City of Pittsburg. Motion carried.

SMART GROWTH AMERICA GRANT – On motion of Murnan, seconded by Gray, the Governing Body authorized staff to submit an application for a Smart Growth America Technical Assistance Grant offered through the United States Environmental Protection Agency to assist with the development of the downtown district at no cost to the City and authorized the Mayor to sign a letter of commitment to be submitted with the grant application. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 13th, 2015

APPROPRIATION ORDINANCE – On motion of Murnan, seconded by Gray, the Governing Body approved the Appropriation Ordinance for the period ending October 13th, 2015, subject to the release of HUD expenditures when funds are received, with the following roll call vote: Yea: Gray, Johnson, Ketterman, Munsell, and Murnan. Motion carried.

COMMUNITY HEALTH CENTER OF SOUTHEAST KANSAS (CHCSEK) FORGIVABLE LOAN – On motion of Murnan, seconded by Ketterman, the Governing Body approved staff recommendation to forgive the 2015 loan payment in the amount of \$123,891.53 for the Community Health Center of Southeast Kansas (CHCSEK), as the required thresholds for forgiveness have been met, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried with Commissioner Johnson abstaining, as he is an employee of the Community Health Center of Southeast Kansas.

PUBLIC HEARING - REQUEST TO VACATE – Following Public Hearing, on motion of Murnan, seconded by Gray, the Governing Body granted the request submitted by Miller's, Inc. to vacate an alley in the 600 Block of East Jackson Street located between Lots 1 through 11 and Lots 12 through 22, all located in Block 2 of the Bonview Addition to the City of Pittsburg, Crawford County, Kansas, and directed the preparation of the necessary Order. Motion carried.

ORDINANCE NO. S-1029 – On motion of Murnan, seconded by Gray, the Governing Body adopted Ordinance S-1029, 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, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. S-1030 – On motion of Gray, seconded by Ketterman, the Governing Body adopted Ordinance No. S-1030, authorizing consent to the assignment of a certain lease between the City, as lessor, and H11 Pittsburg, LLC, as lessee, whereby said lessee transfers its leasehold interest in the Holiday Inn Express Hotel to Pittsburg Hospitality, LLC, as assignee; issuance of its Taxable Industrial Revenue Bonds, Series 2015 (Holiday Inn Express Project) in for the purposes of paying a portion of the costs of assignee's acquisition of such leasehold interest; and execution of additional documents necessary or desirable to effect the transaction contemplated hereby, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

HOLIDAY INN EXPRESS - FUNDING REQUEST – On motion of Murnan, seconded by Ketterman, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to provide funding to Pittsburg Hospitality, LLC, the new owners of the Holiday Inn Express located at 4011 North Parkview Drive, in the amount of \$350,000 from the Revolving Loan Fund (RLF) to be repaid within seven years at 3.25% interest to offset costs associated with remodeling the facility, with up to \$100,000 of this amount to be forgiven if Pittsburg Hospitality, LLC, builds and opens a Denny's Restaurant within two years, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 13th, 2015

Mayor Munsell inquired what the average salary will be for the Denny's and Holiday Inn Express employees. Mr. Benson indicated that he would research that information and provide it to Mayor Munsell at a later date.

KANNARR EYE CARE - FUNDING REQUEST – On motion of Ketterman, seconded by Gray, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to provide funding to Kannarr Eye Care in the amount of \$17,000 from the Revolving Loan Fund (RLF) to offset infrastructure costs associated with the expansion of their facility located at 2521 North Broadway, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

LICENSE AGREEMENT - AZTECA SYSTEMS - CITYWORKS – On motion of Johnson, seconded by Gray, the Governing Body approved staff request to enter into a License Agreement with Azteca Systems, Inc. for Cityworks Asset Management/Work Order software, and authorized the Mayor to sign the License Agreement on behalf of the City. Motion carried.

Assistant City Manager Jay Byers indicated that the software is being purchased on a subscription basis of \$30,000 per year.

PROFESSIONAL SERVICES AGREEMENT - NEWEDGE SERVICES, LLC – On motion of Murnan, seconded by Ketterman, the Governing Body approved staff request to enter into a Professional Services Agreement with NewEdge Services, LLC, for the purchase and installation of an Asset Management/Work Order System in an amount not to exceed \$75,800, and authorized the Mayor to sign the License Agreement on behalf of the City. Motion carried.

Mr. Byers noted that additional implementation costs may be necessary as the software is deployed to various departments within the City organization.

CONDITIONAL USE REQUEST – On motion of Johnson, seconded by Gray, the Governing Body approved the recommendation of the Planning and Zoning Commission to grant the request submitted by Charles Watson for a Conditional Use under the provisions of Article 30 of the Pittsburg Zoning Ordinance to allow chickens to be housed at his residence located at 1017 East 4th Street. Motion carried.

NON-AGENDA REPORTS AND REQUESTS –

Mr. Benson announced that on October 20th, 2015, an Economic Outlook Conference will be held at Memorial Auditorium. Mr. Benson urged individuals interested in attending to contact City Hall for additional details.

Commissioner Ketterman announced that Badges and Burgers to benefit the United Way will be held from 11:00 a.m. until 1:00 p.m. on Friday, October 16th, 2015, at Fire Station No. 1.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 13th, 2015

EXECUTIVE SESSION - On motion of Gray, seconded by Johnson, the Governing Body recessed into Executive Session not to exceed 60 minutes for discussion regarding personnel matters of nonelected personnel. Motion carried.

The Governing Body recessed into Executive Session at 5:53 p.m.

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

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

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

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk



FINANCE AND ADMINISTRATION

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Finance Director

DATE: October 16, 2015

SUBJECT: City Natural Gas Accounts

Staff was approached by the Kansas Gas Service and informed that four City natural gas accounts are eligible for natural gas to be supplied by other providers due to their annual usage. The four City locations are the Wastewater Treatment Plant, the Memorial Auditorium, Fire Station #1 and the Asphalt Plant. The lines and the meters are still owned and maintained by Kansas Gas while the natural gas is supplied by a different energy company.

Staff contacted USD 250 to inquire if they were familiar with doing this and they stated that they are part of the "Greenbush Energy Group" which is a consortium of several Kansas USD's and a couple of cities who pool together to buy natural gas. Staff then contacted Greenbush for further information. The Greenbush Energy Group has an annual fee of \$400 and a \$.03 per MCF per year fee based upon previous year's usage. These user fees provide market analysis, strategic buying, legislative and regulatory activity updates and contract oversight. The Greenbush Energy Group has had savings of 10% or more on natural gas for several years. The current Greenbush Energy Group natural gas contract is with Center Point Energy.

Staff is recommending approval of the attached agreement forms which will allow the City to become a member of the Greenbush Energy Group and to purchase natural gas from Center Point Energy for the above mentioned City locations.

cc: Tammy Nagel, City Clerk



TRANSPORTATION AFFIDAVIT

City of Pittsburg _____ whose facilities are located at,
Customer Name

Various in Pittsburg, KS 66762 _____ transports natural gas through the
Customer # / Customer Address

facilities of Kansas Gas Service, a division of ONE Gas., pursuant to its applicable tariffs.

This affidavit is effective December 1, 2015 _____ . We hereby authorize:

CenterPoint Energy Services, Inc. 3773 Cherry Creek North Dr, Suite 575, Denver, CO 80209
Marketer / Address

to:

- Forward to Kansas Gas Service Company our monthly nomination and any nomination revisions.
- Receive information concerning our accounts.
- Receive duplicate monthly billing statements upon request.
- Coordinate the aggregation of my natural gas usage with that of other Kansas Gas Service customers also served by same marketer for purposes of balancing.

These authorizations will continue until a subsequent Transportation Affidavit or written cancellation is provided to Kansas Gas Service Company.

Signature _____ Title _____

Printed Name _____ Phone _____

Emergency Contact Information:

Primary: _____
Name Email

Day Phone # Evening Phone # Cell/ Pager Fax (Other)

Secondary: _____
Name Email

Day Phone # Evening Phone # Cell/ Pager Fax (Other)



**Greenbush Energy Group
Participation Agreement
&
Hedging Authorization
2015-2016**

Our city agrees to participate in the Greenbush Energy Group to acquire natural gas. The costs associated with this program are as follows:

Participation fee: \$400 annually per City provides for training city personnel, bid quotes from qualified vendors, purchasing recommendation, initial savings analysis, and the establishment of account services. Fee cannot be prorated.

Service cost fee: Three cents (\$0.03) per Mcf per year based on previous year's usage. Charges cover the following services: email updates, market analysis, strategic buying, legislative and regulatory activity updates, invoices reconciliation from, and contract oversight. Fees are prorated based on your start date (i.e. December 2014 start = December 2014 - June 2015 usage). Natural Gas product supplier will provide start dates.

The above fees will be billed separately by Greenbush.

Please mark one of the following:

_____ I authorize the Greenbush Energy Group to make a decision on my behalf, for the 2015-2016 school year, to move from an index-based price to a fixed price under the existing price agreement with CenterPoint Energy Services (CES). In addition the Greenbush Energy Group may determine the month(s) and percentage of historic usage volumes for which said fixed price(s) are to be in effect. This authorization allows Greenbush Energy Group to act on my behalf with CenterPoint Energy Services (CES) for the length of my current supply contract, and includes any extensions.

_____ Our city will contact CenterPoint Energy Services (CES) directly to lock in our 2015-2016 natural gas prices.

(Authorized Signature) (Title) (Date)

(City Name, Address)

(City contact) (Phone number) (Fax number) (E-mail address)

(City contact) (Phone number) (Fax number) (E-mail address)

Please complete and return to Fred Meier or Cinda Holmes, Southeast Kansas Education Service Center, P.O. Box 189, Girard KS. 66743, or fax 620/724-6284.



GAS SALES AGREEMENT

This Gas Sales Agreement (this "**Agreement**") is entered into as of 10/06/2015 (the "**Effective Date**") between CenterPoint Energy Services, Inc. ("**Seller**") and the "**Buyer**" identified below for the sale and purchase of natural gas.

Legal name of Buyer: City of Pittsburg

1. **Notices.** All notices, requests, claims, demands, Transaction Confirmations (as defined below) and other communications under this Agreement ("**Notices**") must be in writing and, unless the method of delivery is expressly stated otherwise in this Agreement, may be sent via U.S. mail, private courier service, fax machine, or email to the applicable address listed below; however, a party may at any time designate a different address in a Notice to the other party. A Notice will be considered effective on the date sent if sent via fax machine or email on a Business Day before 5:00 p.m. in the receiving party's time zone (otherwise, on the next Business Day), and on the 2nd Business Day after the date sent if sent via U.S. mail or courier. "**Business Day**" means any day except Saturday, Sunday or Federal Reserve Bank holidays.

<u>Buyer's Address:</u>		<u>Buyer's Address for Invoices:</u>	
<u>Contact:</u>	Jamie Clarkson	<u>Contact:</u>	Accounts Payable
<u>Address:</u>	201 W 4th St	<u>Address:</u>	201 W 4th St
<u>City/State/Zip:</u>	Pittsburg, KS 66762	<u>City/State/Zip:</u>	Pittsburg, KS 66762
<u>Phone:</u>	(620) 230-5607	<u>Phone:</u>	(620) 231-4100
<u>Fax:</u>	(620) 230-5697	<u>Fax:</u>	
<u>Email:</u>	jamiec@pittks.org	<u>Email:</u>	accountspayable@pittks.org
<u>Seller's Address:</u>			
<u>Contact:</u>	Contract Administration		
<u>Address:</u>	470 N. Kirkwood Rd. Suite 200		
<u>City/State/Zip:</u>	St Louis, MO 63122		
<u>Phone:</u>	(800) 495-9880		
<u>Fax:</u>	(314) 991-7501		
<u>Email:</u>	CES_Communications@CenterPointEnergy.com		

2. **Agreement Scope.** This Agreement governs all transactions entered into on or after the Effective Date for the purchase by Buyer of natural gas from Seller (each, a "**Transaction**").

3. **Agreement Termination.** This Agreement may be terminated by either party at any time after the Effective Date upon 30 days' Notice to the other party if no Transactions are in effect. This Agreement shall automatically terminate upon the later of 2 years after the Effective Date if no Transactions are in effect at that time, or the last termination date of all such Transactions. Sections 6, 11, 12, 15 and 20 will survive any termination of this Agreement and continue in effect until the rights and obligations therein have been satisfied.

4. **Transaction Confirmations.** Before a Transaction becomes binding, Seller shall send a written confirmation of its terms (a "**Transaction Confirmation**") to Buyer via email as soon as practical after the parties reach agreement on such terms. A Transaction shall become binding (i) automatically at 5:00 p.m. CST on the 2nd Business Day following the day the Transaction Confirmation is sent to Buyer (the "**Confirm Deadline**") unless a party cancels the Transaction or disputes or revokes the Transaction Confirmation in a Notice to the other party delivered via email prior to the Confirm Deadline, or (ii) on the effective date of Buyer's execution and delivery of Seller's Transaction Confirmation without modification to Seller, whichever occurs first. A Transaction Confirmation represents the parties' final agreement regarding the specific terms of the Transaction and supersedes any prior oral or written agreements, understandings or promises relating to the Transaction. In the event of a conflict between the terms of this Agreement and the terms of a Transaction Confirmation, the latter shall control for that Transaction. Any amendments to a Transaction Confirmation after the Confirm Deadline must be in writing and signed by both parties.

5. Transaction Terms. Each Transaction Confirmation will be labeled with one of the following Transaction designations, based on the Volume Commitment and Contract Price for the Transaction: "Fixed Price," "Volumetric Index Price," "Index Price," or "Market Price" ("**Transaction Type**"), and will specify, at a minimum, Buyer's facility or account that is the subject of the Transaction (the "**Facility**"), the natural gas commodity price (the "**Contract Price**") and any other fees and charges applicable to the Transaction ("**Additional Charges**"), the primary term of the Transaction (the "**Initial Period**") and whether any automatic term renewals apply (each, a "**Renewal Period**" and, together with the Initial Period, the "**Delivery Period**"), the point where Seller will deliver the natural gas to be furnished under the Transaction (the "**Delivery Point**"), the natural gas volumes Seller is obligated to deliver and Buyer is obligated to receive under the Transaction at the Delivery Point (the "**Volume Commitment**"), whether such deliveries and receipts will be Firm or Interruptible (the "**Performance Obligation**"), and the classification of the Transaction as a "forward contract" or "trade option" under Title 7 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("**Dodd-Frank**"). If a Transaction Confirmation does not specify that a Renewal Period applies, but Seller continues to deliver and Buyer continues to receive natural gas after the expiration of the Initial Period specified therein, then the Transaction will be deemed to automatically continue for month-to-month Renewal Periods under the terms of the Transaction Confirmation until terminated by either party on 30 days' Notice, except where the Contract Price during the Initial Period is a fixed price, in which case the Contract Price for natural gas delivered during each such Renewal Period will be the then-current monthly spot price for natural gas in the geographic area where the applicable Delivery Point is located, as determined by Seller in a commercially reasonable manner.

6. Invoicing and Payment. Seller shall invoice Buyer on a monthly basis for all Transactions in effect during the invoice period based on the Contract Price, Volume Commitment and Additional Charges, if any, set forth in the respective Transaction Confirmations. Buyer shall pay Seller the full invoice amount in accordance with the payment instructions set forth on the invoice within 30 days of the invoice date (the "**Payment Due Date**"); provided, however, that if the Payment Due Date falls on a non-Business Day, the Payment Due Date shall be the following Business Day. If Buyer, in good faith, disputes the invoice amount, Buyer shall pay the undisputed amount of the invoice and provide documentation to support the disputed amount. If Buyer fails to pay any undisputed invoiced amounts or provide documentation to support any disputed invoiced amounts by the Payment Due Date, Seller may charge and collect from Buyer a late fee equal to the lesser of 1½% of the outstanding balance per month (compounded monthly) or the maximum interest rate allowed by law. Buyer shall pay Seller for all costs and expenses incurred by Seller (including reasonable attorney fees) to collect any past due invoiced amounts. Buyer shall be responsible for and shall pay all taxes and fees assessed by governmental entities on the sale of natural gas hereunder (including any gross receipts taxes and franchise fees). If Buyer is entitled to a tax exemption, it is Buyer's responsibility to provide Seller with any necessary documentation of such. All invoices and associated payments are final unless either party disputes the accuracy of such invoice(s) or payment(s) in writing, with adequate documentation, within 2 years after the invoice date.

7. Measurement. The natural gas quantities used for invoicing purposes shall be the actual natural gas quantities measured during the invoice period by the local utility or pipeline company (each, a "**Transporter**") operating the natural gas metering equipment at the applicable Delivery Point or Facility, as reported by the Transporter to Seller (the "**Measured Volumes**"). Either party may contest those measurements, but the Transporter's ultimate determination will be final and binding. In the event the Transporter is unable to provide Seller with the Measured Volumes before Seller's invoice date, the natural gas quantities used for that invoice period will be estimated by Seller, and such estimated quantities will then be adjusted to the Measured Volumes on Seller's next invoice after the Measured Volumes are reported by the Transporter. For any invoice period during which natural gas is delivered from Seller to Buyer under separate Transactions to the same Delivery Point or Facility, Seller shall apply the Measured Volumes for invoicing purposes first to Fixed Price Transaction Types in ascending date order, followed by Volumetric Index Price Transaction Types in ascending date order, then by Index Price Transaction Types in ascending date order, and then by Market Price Transaction Types in ascending date order.

8. Credit Terms. Buyer must meet Seller's creditworthiness standards at all times. Buyer shall provide to Seller, as Seller may request from time to time, sufficient information to enable Seller to determine Buyer's creditworthiness, including, but not limited to, financial statements and trade references. If Buyer does not meet Seller's creditworthiness standards, Seller may require that Buyer provide sufficient credit support for Buyer's payment obligations under this Agreement, in the form and amount, and for a term, reasonably acceptable to Seller. Buyer authorizes Seller to obtain Buyer's usage data and credit history from any Transporter serving Buyer's Facilities and appoints Seller as its agent solely for the purpose of obtaining such usage data and credit history, to the extent such agency authority is necessary. Each party agrees that this clause supersedes and replaces in their entirety any requirements of law relating to adequate assurance of future performance, including without limitation Article 2 of the Uniform Commercial Code.

9. Performance Breach. As used in this Agreement, "**Firm**" means that either party may interrupt its performance without liability only to the extent that such performance is excused by a Force Majeure Event (as defined below), and "**Interruptible**" means that either party may interrupt its performance at any time for any reason without liability. Except as provided in Section 10 of this Agreement, and unless a different remedy for breach of a Firm obligation is specified in a Transaction Confirmation, the sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive natural gas not excused by a Force Majeure Event is, in addition to the payment or reimbursement of any Transporter imbalance charges or penalties caused by such breach, as follows: (a) in the event of a breach by Seller on any day, Seller shall pay Buyer an amount (that amount, "**Seller's Breach Payment**") equal to the difference between the Volume Commitment for that day and the actual quantity delivered by Seller to the Delivery Point during that day, multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the spot price for natural gas for that day in the geographic area where the applicable Delivery Point is located, as determined by Seller in a commercially reasonable manner (the "**Daily Spot Price**"); and (b) in the event of a breach by Buyer on any day, Buyer shall pay Seller an amount (that amount, "**Buyer's Breach Payment**") equal to the difference between the Volume Commitment for that day and the actual quantity received by Buyer at the Delivery Point during that day, multiplied by the positive difference, if any, obtained by subtracting the Daily Spot Price from the Contract

Agreement No: 627466

Price. Seller shall apply a credit in the amount of Seller's Breach Payment, if any, and a charge in the amount of Buyer's Breach Payment, if any, in the invoice(s) covering the day(s) of the breach.

10. Early Termination. (a) Either party may (i) terminate a Transaction if the other party fails to perform a Firm obligation to make or take delivery of natural gas pursuant to the terms thereof for a period of more than 30 consecutive days regardless of whether such failure is otherwise excused by a Force Majeure Event, or if the Facility that is the subject of the Transaction is served by a utility company and becomes ineligible for utility transportation service regardless of whether such ineligibility is otherwise excused by a Force Majeure Event, and (ii) terminate this Agreement and all Transactions then in effect if the other party or its guarantor files or has filed against it a petition for relief under the United States Bankruptcy Code or similar state law for the protection of creditors, or otherwise becomes bankrupt or insolvent, has a receiver or similar official appointed with respect to it or substantially all of its assets, makes an assignment or any general arrangement for the benefit of creditors, or is unable to pay its debts as they fall due.

(b) In addition, Seller may terminate this Agreement and all Transactions then in effect if Buyer or its guarantor (i) fails to pay any invoice amount not subject to a good faith dispute on or before 15 days following the invoice's Payment Due Date; (ii) fails to provide credit support in accordance with Seller's request under Section 8 hereof on or before the end of the 2nd Business Day following such request; or (iii) fails to perform any obligation owed to Seller with respect to any credit support provided under Section 8 hereof.

(c) The party having the right to terminate under this Section (the "**Non-Defaulting Party**") shall give Notice of termination to the other party (the "**Defaulting Party**"), and such termination will be effective upon the effective date of the Notice, unless a later termination date is designated in the Notice, in which case the termination will be effective upon such later termination date (the "**Early Termination Date**"), which later date must be no later than 20 days after the effective date of the termination Notice; provided, however, that to the extent the right to terminate under this Section has accrued and is continuing, the Non-Defaulting Party may also immediately suspend all delivery and payment obligations owed under the Terminated Transactions (as defined below).

11. Early Termination Damages. (a) If one or more Transactions are terminated pursuant to Section 10 of this Agreement (the "**Terminated Transactions**"), the Non-Defaulting Party shall, as soon as reasonably practicable after the Early Termination Date, liquidate and accelerate the outstanding Volume Commitments under each Terminated Transaction (the sum thereof, the "**Outstanding Volumes**") as of the Early Termination Date at the market price for similar transactions at the affected Delivery Point(s) (the "**Market Price**"), as determined by the Non-Defaulting Party in a commercially reasonable manner. If the product of the Outstanding Volumes times the Market Price (that product, the "**Market Value**") is greater than the product of the Outstanding Volumes times the Contract Price (that product, the "**Contract Value**"), then the positive difference between them, as discounted by the Non-Defaulting Party to present value in a commercially reasonable manner as of the Early Termination Date, (the "**Liquidated Damages**") will be owed to Buyer, and if the Contract Value is greater than the Market Value, then the Liquidated Damages will be owed to Seller.

(b) The Non-Defaulting Party shall, as soon as reasonably practicable after determining the Liquidated Damages amount, (i) net or aggregate, as appropriate, the Liquidated Damages amount against or with (A) all outstanding payment obligations owed between the parties under the Terminated Transaction(s) as of the Early Termination Date (including any Buyer's or Seller's Breach Payment) for which payment has not been paid, (B) any and all costs and penalties imposed by a Transporter or other third party on the Non-Defaulting Party as a result of the early termination, (C) any brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by the Non-Defaulting Party either in terminating any arrangements undertaken to hedge its obligations under the Terminated Transactions or in entering into new arrangements to replace the Terminated Transactions, and (D) reasonable attorneys' fees and court costs, if any, incurred by the Non-Defaulting Party in connection with enforcing its rights with respect to the Terminated Transactions, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "**Net Settlement Amount**") and (ii) notify the Defaulting Party thereof. The party owing the Net Settlement Amount shall pay it in full within 15 days after the date of that Notice. Interest on any unpaid portion of the Net Settlement Amount shall accrue from the date due until the date of payment at the rate set forth in Section 6 of this Agreement.

12. Risk of Loss, Indemnification and Disclaimer of Implied Warranties. For each Transaction, title to and risk of loss for the natural gas will pass to Buyer at the Delivery Point. Seller shall indemnify Buyer and save it harmless from all losses, liabilities, damages and demands including reasonable attorneys' fees and costs of court ("**Losses**") arising from or out of claims of personal injury, including any wrongful death action, or property damage from said natural gas ("**Claims**") that attach before title to said natural gas passes to Buyer, and Buyer shall indemnify Seller and save it harmless from all Losses arising from or out of Claims that attach after title to said natural gas passes to Buyer. These indemnity obligations do not apply if Buyer is a governmental entity. SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, WHETHER STATUTORY OR COMMON LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. Assignment. Neither party may assign this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, except that either party may assign this Agreement after Notice to the other party, so long as (a) in the case of an assignment by Seller, such assignment is to an Affiliate or a successor resulting from a merger or the acquisition of substantially all of Seller's assets, and (b) in the case of an assignment by Buyer, (i) such assignment is to an Affiliate or a successor resulting from a merger or the acquisition of substantially all of Buyer's assets and (ii) such Affiliate or successor meets Seller's creditworthiness standards as determined by Seller prior to any such assignment taking effect. In no event may either party sever a Transaction, or any portion of its rights or obligations to receive or deliver natural gas under a Transaction, from this Agreement and transfer such Transaction or such rights or obligations

Agreement No: 627466

separately from the remainder of the Transaction or this Agreement without the consent of the other party. Any attempted assignment in violation of this Section will be null and void and without effect. This Agreement will be binding on the parties' respective permitted successors and assigns. "**Affiliate**" means an entity that controls, is controlled by, or is under common control with, the assigning party.

14. Force Majeure. To the extent either party is prevented by a Force Majeure Event from carrying out, in whole or part, its obligations under a Transaction and such party (the "**Claiming Party**") gives Notice and details of the Force Majeure Event to the other party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations with respect to such Transaction (other than the obligation to make payments that are otherwise due and payable under this Agreement). The Claiming Party shall use commercially reasonable efforts to remedy its inability to perform as a result of the Force Majeure Event. "**Force Majeure Event**" means an event or circumstance which prevents one party from performing its obligations under a Transaction, which event or circumstance is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of reasonable diligence, the Claiming Party is unable to overcome. Force Majeure Events include, but are not limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption, termination and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation (including but not limited to a tariff regulation in a Transporter's tariff).

15. Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

16. Forward Contract. The parties agree that each Transaction constitutes a "forward contract," that Seller and Buyer are each "forward contract merchants" and that this Agreement constitutes a "master netting agreement," in each case within the meaning of the United States Bankruptcy Code.

17. Dodd-Frank Transaction Classification. Each party represents as of each time it enters into a Transaction that the Transaction qualifies for either (a) the forward contract exclusion as set forth under Section 1a(47)(B)(ii) of the Commodity Exchange Act or (b) the trade option exemption as set forth under 17 C.F.R. Section 32.3(a). Each party shall promptly give Notice to the other party if the foregoing representation becomes incorrect or misleading. If a Transaction is subject to any governmental reporting requirements, including but not limited to any reporting requirements of the Commodity Futures Trading Commission enacted under Dodd-Frank, each party shall provide the other party any information reasonably requested by such other party to enable it to comply with those requirements.

18. Buyer Representations. Buyer represents and warrants to Seller, as of the Effective Date and the date of each Transaction Confirmation, that it (a) is acting for its own account; (b) has made its own independent decision to enter into this Agreement and each Transaction and as to whether this Agreement and each such Transaction is appropriate or proper for it based upon its own judgment; (c) is not relying upon the advice or recommendations of Seller in so doing; (d) is capable of assessing the merits of and understands and accepts, the terms, conditions and risks of this Agreement and each Transaction; (e) understands that information and explanations of the terms and conditions of each such Transaction shall not be considered investment or trading advice or a recommendation to enter into that Transaction; (f) understands that no communication (written or oral) received from Seller shall be deemed to be an assurance or guarantee as to the expected results of that Transaction; and (g) understands that Seller is not acting as a fiduciary for or an advisor to it in respect to that Transaction.

19. Market Disruption. If a Market Disruption Event occurs, the parties shall negotiate in good faith to agree on a replacement price for the Floating Price, or on a method for determining a replacement price, for the affected day. If the parties cannot agree on a replacement price before the 2nd Business Day following the Market Disruption Event, then each party shall obtain, in good faith and from non-affiliated market participants in the relevant market, 2 quotes for prices of natural gas for the affected day, similar in quality and quantity in the geographical location closest in proximity to the Delivery Point, within the next 2 Business Days. Seller shall average, rounded to the third decimal place, the 4 quotes, to determine the replacement price. If either party fails to provide 2 quotes then the average of the other party's 2 quotes shall determine the replacement price. "**Floating Price**" means the price or a factor of the price, based on a specified index, agreed to in a Transaction as the Contract Price. "**Market Disruption Event**" means, relating to an index specified in a Transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c)

Agreement No: 627466

the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred.

20. Miscellaneous. This Agreement and its terms are considered confidential by each party hereto and may not be disclosed to third parties except to the extent disclosure is necessary for its implementation or otherwise required by law, and except to such party's or its Affiliate's employees, auditors, lawyers or other agents or advisors or prospective lenders, investors or purchasers of all or substantially all of such party's assets or any of its rights under this Agreement provided such persons are required to keep the information that is disclosed in confidence. No waiver or forbearance of any provision of this Agreement shall be held to be a waiver or forbearance or require a waiver or forbearance in the future. Any portion of this Agreement which may be deemed to be unenforceable or illegal shall not affect the enforceability or legality of its remaining terms and conditions. This Agreement shall not be construed as creating any third party beneficiaries hereof.

21. Entire Agreement, Amendment and Construction. This Agreement constitutes the entire agreement between Buyer and Seller regarding the subject matter herein, superseding any and all prior written or oral agreements and promises. This Agreement, all Transaction Confirmations and any designated credit support agreement or arrangement between the parties (including any amendments to any of the foregoing) shall be construed as a single integrated agreement. This Agreement cannot be amended except by written instrument signed by both parties.

By signing below, each individual represents and warrants that he/she is authorized to sign this Agreement on behalf of the party for which it was executed.

Seller: **CenterPoint Energy Services, Inc.**

Buyer: **City of Pittsburgh**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



**Amendment
Gas Sales Agreement – No. 627466**

Buyer: City of Pittsburg

Buyer and Seller hereby amend Buyer’s current Gas Sales Agreement – No. 627466 (“Agreement”). Capitalized terms used and not otherwise defined in these Special Provisions shall have the respective meanings ascribed to such terms in the Agreement.

The following Section 22 is added to the Agreement:

22. If a governmental authority approves an increase in tariff rates applicable to the transportation of gas under this Agreement, and if such an increase renders the continued purchase of gas by Buyer uneconomic, Buyer shall have the right to terminate this Agreement, in writing, which termination will be effective on the first day of the month following the expiration of 30 days following such notice (“Early Termination Date”). Upon the Early Termination Date, the Buyer must commence purchasing its gas requirements from its local utility or local distribution company and Seller will terminate such Transactions entered into by it in connection with providing the supply of gas hereunder. Such Transactions shall be subject to Section 11 – Early Termination Damages in the Agreement.

BUYER’S AUTHORIZED SIGNATURE

CENTERPOINT ENERGY SERVICES, INC.

By _____

By _____

Date _____

Date _____



Transaction Confirmation
Transaction Type: Index Price

Transaction Confirmation Number: 627467
 Gas Sales Agreement Number: 627466

Date: 10/06/2015

This Transaction Confirmation sets forth the terms of the Transaction agreed to under Gas Sales Agreement, No. 627466 (the "Agreement"). Capitalized terms used and not otherwise defined in this Transaction Confirmation shall have the respective meanings ascribed to such terms in the Agreement. **The terms of this Transaction Confirmation are binding on both Buyer and Seller unless disputed in writing per the Agreement.**

Buyer: City of Pittsburg
Buyer's Facilities: See below
Seller: CenterPoint Energy Services, Inc.
Seller Contact: Karen Simpson
Seller Contact Email: karen.simpson@centerpointenergy.com

Dodd-Frank Transaction Classification: Forward Contract

Contract Price and Volume Commitment Inside FERC's Gas Market Report, Prices of Spot Gas Delivered to Pipelines, "Southern Star Central Gas Pipeline Inc., Texas, Oklahoma, Kansas" Index plus \$0.35/MMBtu for full requirements.

Additional Fees or Contract Price adjustments: Applicable Taxes
 Applicable transport fuel

Initial Period: This Transaction Confirmation shall be in effect starting 12/01/2015 and will continue for 7 months ("Initial Period"), unless otherwise terminated in accordance with the Agreement.

Renewal Period: This Transaction Confirmation shall be in effect for the Initial Period set forth above, and Buyer shall have the right to request a one year extension of the term up to three additional one year contract periods, with the option for a refreshed price agreed upon by both parties by Apr 1st with an option to cancel with 30 days written notice before the expiration date of the then current term.

Delivery Point: Utility Citygate - Kansas Gas Service
Performance Obligation: The delivery will be firm.

Buyer's Facilities:
Account numbers are accurate as of the Date above and may be modified by Utility/Pipeline

<u>Facility Name</u>	<u>Account Number</u>	<u>Meter Number</u>	<u>Address</u>	<u>City</u>	<u>State</u>
City of Pittsburg Asphalt Plant	1200032250	510436606	1301 N Walnut	Pittsburg	KS
City of Pittsburg Fire Station #1	1208061365	510139294	911 W 4th St	Pittsburg	KS
City of Pittsburg Mem Auditorium	1200544484	510597590	503 N Pine St	Pittsburg	KS
City of Pittsburg Waste Water Plant	1200013490	510294318	1920 S Olive St # DSPSL	Pittsburg	KS

Seller: CenterPoint Energy Services, Inc.

Buyer: City of Pittsburg

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

CES Invoice & Payment Services

Company Name: City of Pittsburg

Invoice Delivery Method

PAPERLESS: CES delivers invoices to customers via email. Please provide the appropriate contact information below for receipt of invoices.

First Name	<input type="text"/>
Last Name	<input type="text"/>
Telephone Number	<input type="text"/>
Email Address	<input type="text"/>

Payment Method

AUTOMATIC BANK DRAFT: CES processes customer payments using the automatic bank draft method. Funds will be withdrawn monthly on your invoice due date, from your bank account in the amount of your invoice. The corresponding Automatic Bank Draft Authorization Form must be completed.

No thank you – my company does not authorize automatic bank draft payments.

Other payment options:

- ELECTRONIC FUNDS TRANSFER: Funds will be withdrawn from your bank account in the amount that you specify. Your bank account and routing numbers are needed to process a payment.
- CREDIT CARD/DEBIT CARD: Credit and debit card payments are processed through HP Convenience Pay™, which charges a transaction fee of \$57.95. Discover, MasterCard and Visa cards are accepted.
- CHECK: Payment must be sent to the appropriate mailing address listed on your invoice.
- WIRE TRANSFER: Payment must be submitted to the appropriate wire transfer account listed on your invoice.

Automatic Bank Draft Authorization Form

* indicates a required field

After enrolling in the Automatic Bank Draft Payment plan, you will receive an invoice each month, on the invoice due date specified, informing you of the amount that will be drafted from your account. These invoices are for viewing purposes only and will be marked "DO NOT PAY -- TO BE DRAFTED".

CenterPoint Energy Services ID Number(s) *

Company Name as shown on Contract *

Bank Routing/Transit Number *

Name as shown on Bank Account *

Bank Account Number *

Type of Account *

Checking Savings

Personal or Business *

Personal Business

E-mail Address *

(where payment confirmations will be sent)

Enrollment Type *

New Update Delete

I hereby give authority to CenterPoint Energy Services, Inc. (CES) to draw drafts against my account in payment for my CES invoice. CES has the right to cancel my use of the Automatic Bank Draft payment option. I understand that CES may charge a processing fee if my account does not have sufficient funds to cover the amount of my invoice. CES may credit or charge my bank account to correct errors.

I warrant that I am authorized to enter this agreement on behalf of the company noted above.

Signature

Printed Name

Date

Please include a copy of a voided check or deposit slip of the bank account provided. This will only be used to verify the formal company name on the bank account.

SOUTH KANSAS & OKLAHOMA RAILROAD, INC.

MASTER LICENSE AGREEMENT FOR WIRE,
PIPE AND CABLE TRANSVERSE CROSSINGS AND
LONGITUDINAL OCCUPATIONS AND RIGHT-
OF-WAY ACCESS

THIS AGREEMENT, made this ___ day of _____, 20__ between SOUTH KANSAS & OKLAHOMA RAILROAD, INC. which has a mailing address at 315 WEST 3rd, PITTSBURG, KANSAS 66762 party of the first part (hereinafter called "Railroad"), and CITY OF PITTSBURG having a mailing address at 201 WEST 4th STREET, PITTSBURG, KANSAS 66762 as party of the second part (hereinafter called "Licensee").

WHEREAS, in its capacity as a municipal government, Licensee is responsible for construction, maintenance, repair, alteration, relocation, and removal of water, sewer, wire cable, and other service and transmission facilities as well as to perform other municipal functions, and

WHEREAS Railroad owns and maintains multiple tracks and right-of-way within and around the city of Pittsburg, KS, and

WHEREAS, in the performance of its responsibilities, Licensee must periodically cross tracks and otherwise access right-of-way owned by Railroad, and

WHEREAS both parties desire to define and facilitate future agreements regarding crossing of Railroad's track and access to Railroad's right-of-way,

WITNESSETH, that the parties hereby agree to enter into a Master License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occupations and Right-of-Way Access, and

WITNESSETH, that said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of Licensee to be kept and performed, hereby permits temporary licenses for Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove wire, pipe, cable and other service and transmission facilities (hereinafter called 'Facilities') as defined in Exhibits attached to this agreement, with said Exhibits to serve as and constitute formal amendments to this agreement.

In accordance with construction plans, submitted by Licensee to and approved by the SKOL Property Manager in writing, incorporated herein by reference, all and any part thereof being hereinafter referred to as the "Facilities"; said licenses, however, shall be under and subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to, by

Licensee, to wit:

1. The Licensee shall pay to Railroad upon the execution or amendment of this agreement, the sum of FIVE HUNDRED DOLLARS (\$500.00) for each additional Exhibit that defines right-of-way access for the cost of the license and fees; notwithstanding Railroad may choose to waive or reduce this fee at its discretion.

2. (a) The Facilities shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined in Page 1. No departure shall be made at any time there from except upon permission in writing granted by the Property Manager, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situated, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said Facilities shall be done under such general conditions as will be satisfactory to and approved by the Property Manager, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the Facilities, furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time Railroad should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said Facilities, of Licensee, Railroad shall have the right to place such inspectors, flagmen, or watchmen at the sole risk; cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen, or watchmen by Railroad, however, shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this Agreement.

3. If Licensee desires or is required, as herein provided, to revise, renew; add to or alter in any manner whatsoever the aforementioned Facilities, it shall submit plans to Railroad and obtain the written approval of the Property Manager thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.

4. (a) Licensee shall at all times be obligated to promptly maintain, repair and renew said Facilities; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals there to and furnish such material therefore as it deems adequate and necessary all at the sole cost and expense of Licensee.
 - (b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.
5. (a) The supervision over the location of the construction work and inspection of the Facilities and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid Facilities covered by this Agreement shall be within the jurisdictional rights of Railroad.
 - (b) The right of supervision over the location of the construction work and inspection of the Facilities from time to time thereafter by Railroad, shall extend for an appropriate distance on each side of the property of Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the Facilities over, under, upon or in the property of Railroad.
6. Licensee shall comply with all Federal, State and Local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.
7. (a) It is understood between the parties hereto that the operations of Railroad at or near the Facilities involve some risk, and Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the Facilities (and contents thereof) of Licensee that are over, under, upon or in the property and facilities of Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of Railroad or otherwise.
 - (b) And Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said Facilities in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by

Railroad directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including Licensee, its employees and agents who may seek to hold Railroad liable therefore, and whether attributable to the fault, failure or negligence of Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of Railroad. IRRESPECTIVE OF THE ABOVE AND REGARDLESS OF THE FAULT OF RAILROAD, UNDER NO CIRCUMSTANCES SHALL RAILROAD HAVE ANY LIABILITY TO THE OTHER PARTY, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OR THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS HOWSOEVER CAUSED ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, RELOCATION OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF RAILROAD DESCRIBED HEREIN AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS RAILROAD FROM THE SAME.

(c) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said Facilities shall be borne by Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of Railroad on the said Facilities. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.
9. Licensee shall, at its sole cost and expense, upon request in writing of Railroad, promptly change the location of said Facilities covered by this Agreement, where located over, upon or in the property and facilities of Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of Railroad upon land now or hereafter owned or used by Railroad to the intent that said construction shall at all times comply with the terms and conditions of this

Agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then said Licensee shall make such adjustments or relocations in its Facilities as are over, upon or in the property and facilities of Railroad as may be required by said Railroad or its grantee; and if Licensee shall fail or refuse to comply therewith, then the duly authorized agents of Railroad may make such repairs or adjustments or changes in location and provide necessary material therefore.

10. Upon termination of this Agreement or upon the removal or abandonment of the Facilities covered hereby, all the rights, title and interest of Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and Licensee shall remove its said Facilities and appurtenances from Railroad property; and right of way and all property of Railroad shall be restored in good condition and to the satisfaction of Railroad. If Licensee fails or refuses to remove its Facilities and appurtenances under the foregoing conditions, Railroad shall be privileged to do so at the cost and expense of Licensee, and Railroad shall not be liable in any manner to Licensee for said removal.
11. In the event the Facilities consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railroad arising from or as a result of the installation of the said Facilities for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefore.
12. Licensee shall not construct or dig Railroad Property or Right of Way without assuring that all underground utilities are flagged, including Railroad utilities. Consequently, the Licensee must contact Railroad Property Manager for flagging of Railroad utilities as they may not be designated on Municipal utility documents.
13. In the event the said Facilities consist of electrical power or communication wires and/or appurtenances, Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its Facilities; and if Licensee should fail so to do, then Railroad may do so, and Licensee agrees to pay to Railroad on demand the full cost and expense therefore.
14. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said Facilities of Licensee; and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind which may be levied, charged,

assessed or imposed against Railroad or its property by reason of the construction and maintenance of said Facilities of Licensee.

15. The rights conferred hereby shall be the privilege of Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page 1 without the consent and agreement in writing of Railroad being first had and obtained.
16. This Agreement shall take effect after signed by both parties.
17. Automobile mileage charges incurred by aforementioned Railroad inspectors, flagmen or watchmen in connection with the installation, maintenance, etc., of said Facilities will be based on allowances approved by the United States Government in effect at the time the expenses are incurred.

18. Environmental Compliance

- 18.1 Licensee represents that it has conducted a complete inspection of the Facilities and except as noted herein, finds the Facilities to be reasonably free from pollution-induced conditions.
- 18.2 Without limiting any other provisions of this Agreement, Licensee, at its expense, will at all times maintain and keep the Facilities and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Licensee agrees to indemnify, hold harmless and defend Railroad from and against any and all suits, actions, proceedings, fines, claims, or the cleanup, response, removal or remediation of any environmental condition arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of the Railroad.
- 18.3 Without limiting any other provision of this Agreement, Railroad shall have the right to enter and inspect the Facilities in order to: determine whether Licensee is complying with such laws, rules, and regulations, but no such inspection or absence of inspection by Railroad shall be construed to relieve Licensee of its obligations to comply with all such laws, rules and regulations.
- 18.4 In the event any cleanup, response, removal or remediation of any environmental condition is required by a governmental entity (hereinafter collectively referred to as "Response Action"), Licensee shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference with Licensee's use of the Facilities. Licensee shall not be

entitled to abatement in the rent for any interference with Licensee's use of the Facilities due to a Response Action. Licensee shall permit Railroad and its contractor's full, unrestricted and unconditional access to the Facilities for the purpose of completing or engaging in a Response action for which Licensee is responsible should Licensee fail to diligently pursue and complete such Response Action to the satisfaction of Railroad. Railroad's completion of any Licensee's obligations hereunder shall not be deemed a waiver of Licensee's obligations under this Agreement. Railroad shall have the right, but not the obligation, to conduct reasonable inspections of Licensee's Response Action and Licensee shall provide Railroad all information requested by Railroad regarding Licensee's Response Action or any environmental condition for which Licensee is responsible.

- 19. Licensee shall maintain a policy of commercial general liability insurance coverage in the limits set forth in the attached certificate at all times while this Agreement remains in effect.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article "15" of this Agreement.

South Kansas and Oklahoma
Railroad, Inc.

The City of Pittsburg, Kansas

By: _____

By: _____

Chuck Munsell, Mayor

Title: _____

Attest:

Attest:

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Public Operations Manager

DATE: October 19, 2015

SUBJECT: Agenda Item – October 27, 2015
DISPOSITION OF BIDS
Sanitary Sewer Rehab Project 2015
Rogers Addition, 11th Street to 14th Street-West of Taylor

Bids were received on Thursday, October 15th, 2015, for the Sanitary Sewer Rehab Project from 11th Street to 14th Street west of Taylor. This project includes the rehabilitation of approximately 424 linear feet of 8" sanitary sewer pipe, 180 linear feet of 12" sanitary sewer pipe, and 1,294 linear feet of 15" sanitary sewer pipe by Cured-In-Place (CIPP) Method to eliminate inflow/infiltration into the City's wastewater collection system. Also, included as an add alternate was the rehabilitation of approximately 200 linear feet of 15" sanitary sewer pipe and 900 linear feet of 18" sanitary sewer pipe in the 800 Block of East 2nd Street.

A total of two bids were received (see attached bid tabulation). After reviewing the bids received and checking references, City staff is recommending that the bids be awarded to the low bidder meeting specifications, Municipal Pipe Tool Co., LLC, of Hudson, Iowa, with a total combined bid of \$139,383.00 (Base Bid - \$76,698.00; Add Alternate 1 - \$62,685.00). The Engineer's Estimate for this project was \$147,598.30. This project will be funded through the Public Utilities General Operating Budget.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 27th, 2015. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder meeting specifications as stipulated above and, if approved, direct the Mayor and City Clerk to execute the contract documents once prepared.

Attachment: Bid Tabulation



BID TABULATION
SANITARY SEWER REHAB PROJECT 2015
ROGERS ADDITION, 11TH STREET TO 14TH STREET, WEST OF TAYLOR
 Bid Opening: October 15th, 2015 - 2:00 PM

ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	Engineer's Estimate		SAK Construction, LLC	Municipal Pipe Tool Co., LLC		
				UNIT COST	EXTENSION	864 Hoff Road O'Fallon, MO 63366	515 5th St., P.O. Box 398 Hudson, IA 50643	UNIT COST	EXTENSION
1	Mobilization	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 3,500.00	\$ 3,500.00
2	Traffic Control	L.S.	1	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
3	Rehabilitate Sanitary Sewer - CIPP 8"	L.F.	424	\$ 22.00	\$ 9,328.00	\$ 25.00	\$ 10,600.00	\$ 23.75	\$ 10,070.00
4	Rehabilitate Sanitary Sewer - CIPP 12"	L.F.	180	\$ 28.00	\$ 5,040.00	\$ 50.00	\$ 9,000.00	\$ 36.00	\$ 6,480.00
5	Rehabilitate Sanitary Sewer - CIPP 15"	L.F.	1,294	\$ 45.40	\$ 58,747.60	\$ 49.00	\$ 63,406.00	\$ 42.00	\$ 54,348.00
6	Internal Tap Reconnections	Each	3	\$ 500.00	\$ 1,500.00	\$ 50.00	\$ 150.00	\$ 100.00	\$ 300.00
Total				\$ 85,115.60	\$ 85,115.60	Total	\$ 92,656.00	Total	\$ 76,698.00

ADD ALTERNATE 1 - E. 2ND STREET SANITARY SEWER REHAB

ITEM NO.	DESCRIPTION	UNIT	NO. OF UNITS	Engineer's Estimate		SAK Construction, LLC	Municipal Pipe Tool Co., LLC		
				UNIT COST	EXTENSION	864 Hoff Road O'Fallon, MO 63366	515 5th St., P.O. Box 398 Hudson, IA 50643	UNIT COST	EXTENSION
1	Mobilization	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
2	Traffic Control	L.S.	1	\$ 2,500.00	\$ 2,500.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00
3	Rehabilitate Sanitary Sewer - CIPP 15"	L.F.	208	\$ 45.40	\$ 9,443.20	\$ 49.00	\$ 10,192.00	\$ 55.00	\$ 11,440.00
4	Rehabilitate Sanitary Sewer - CIPP 18"	L.F.	773	\$ 61.50	\$ 47,539.50	\$ 58.00	\$ 44,834.00	\$ 65.00	\$ 50,245.00
Total				\$ 62,482.70	\$ 62,482.70	Total	\$ 56,276.00	Total	\$ 62,685.00
PLUS BASE BID				\$ 85,115.60			\$ 92,656.00		\$ 76,698.00
TOTAL PROJECT - BASE BID PLUS ADD ALTERNATE 1				\$ 147,598.30			\$ 148,932.00		\$ 139,383.00

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Troy Graham, Assistant Director of Public Works

DATE: October 21st, 2015

SUBJECT: Agenda Item – October 27th, 2015, City Commission Meeting
Disposition of Bids - Sanitation Service for City of Pittsburg facilities

Bids were received for the 2016 Sanitation Service Contract for City of Pittsburg facilities on Tuesday, October 20th, 2015. Bid notices were sent to thirteen trash hauling services, as well as advertised in *The Morning Sun* and on the City's web page. Three bids were received. WCA Waste Corporation, of Joplin, Missouri, submitted the low bid in the amount of \$847.00 per month. WCA Waste Corporation, held the contract for the year 2015 for a monthly amount of \$799.00. A bid tab sheet is attached for your information. It is recommended that the bid be awarded to WCA, based on their low bid.

Bids were also requested for the cost to empty 30-yard and 40-yard dumpsters on an as-needed basis during this bid process as well. The low bid was submitted by Mid-America Sanitation, of Frontenac, Kansas, in the amount of \$125.00 per pull for the 30 or 40 yard dumpster. WCA Waste Corporation, of Joplin, Missouri, held the contract for 2015, with a bid of \$139.50 per pull for both the 30-yard and the 40-yard dumpsters. It is recommended that the bid to empty the 30-yard and 40-yard dumpsters be awarded to Mid-America Sanitation.

Please place this item on the agenda for the October 27th, 2015, City Commission Meeting. Action requested is review of the recommendation and, if approved, award the bids as stipulated above.

If you have any questions, please call.

Attachment: Bid Tab Sheet



Bid Recapitulation Sheet
City of Pittsburg 2016 Facilities Sanitation Service
Tuesday, October 20th, 2015 – 2:00 p.m.
City Hall Conference Room

Name/Address of Bidder	Total Monthly Charges	Amount Per Pull – 30 Yard Dumpster	Amount Per Pull – 40 Yard Dumpster
Republic Services (Allied Waste) 1715 East Front Street Galena, Kansas 66739	\$1,307.00	\$295.00	\$295.00
Mid-America Sanitation 1035 N. Hwy. 69 Frontenac, Kansas 66763	No Bid	\$125.00	\$125.00
WCA Waste Corporation 3700 W 7 th Street Joplin, Missouri 64801	\$847.00	\$147.87	\$147.87
	WCA held the contract for 2015 in the amount of \$799.00/month	WCA held the contract for 2015 in the amount of \$139.50 per pull for both the 30 yard dumpster and the 40 yard dumpster	

ORDER VACATING AN ALLEY

AN ORDER, vacating the alley located in the 600 Block of East Jackson Street, Pittsburg, Crawford County, Kansas, described as: all that alley located between Lots 1 through 11 and Lots 12 through 22, all located in Block 2 of Bonview Addition to City of Pittsburg, Crawford County, Kansas.

WHEREAS, notice has been duly given that the Governing Body would hold a public hearing to consider a Petition to vacate the alley hereinafter described, with notice being published in The Morning Sun on September 17, 2015, pursuant to K.S.A. 12-504;

WHEREAS, said public hearing was held on October 13, 2015, with no adjoining property owner appearing in opposition to the Petition;

WHEREAS, no private rights will be injured or endangered by the vacation, the public will suffer no loss or inconvenience thereby, and the Petition should be granted;

WHEREAS, no written objection to the Petition has been filed by any owner or adjoining party who would have been a proper party to the Petition; and

WHEREAS, it is by the Governing Body of the City of Pittsburg, Kansas, deemed expedient and in the best interest of the City that the alley hereinafter described be vacated.

NOW, THEREFORE, BE IT ORDERED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS.

Section 1: That the alley located in the 600 Block of East Jackson Street, Pittsburg, Crawford County, Kansas, described as: all that alley located between Lots 1 through 11 and Lots 12 through 22, all located in Block 2 of Bonview Addition to City of Pittsburg, Crawford County, Kansas, and located in the City of Pittsburg, Kansas, is hereby vacated; retaining the entire length and width as a utility easement.

Section 2: The land comprising that portion of the alley hereby vacated and closed shall revert to the adjoining owners of land in the same proportion as when originally taken, subject to the above referenced easement for utility purposes.

Section 3: Upon the execution of this Order, the City Clerk or the Deputy City Clerk shall certify true copies thereof and send one copy to the office of the County Clerk and also a certified copy thereof to the office of the Register of Deeds for recording as provided by K.S.A. 12-505.

SO ORDERED AND PASSED the ____ day of _____, 2015.

Mayor – Chuck Munsell

ATTEST:

City Clerk - Tammy Nagel

(SEAL)

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	10/09/2015			176032		
C-CHECK	VOID CHECK	V	10/09/2015			176033		
C-CHECK	VOID CHECK	V	10/09/2015			176037		
C-CHECK	VOID CHECK	V	10/09/2015			176051		
C-CHECK	VOID CHECK	V	10/09/2015			176055		
C-CHECK	VOID CHECK	V	10/09/2015			176056		
C-CHECK	VOID CHECK	V	10/09/2015			176057		
C-CHECK	VOID CHECK	V	10/16/2015			176081		
C-CHECK	VOID CHECK	V	10/16/2015			176082		

* * 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:	9	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			9	0.00	0.00	0.00
BANK: *		TOTALS:	9	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 10/07/2015 THRU 10/20/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7408	MONARCH FORMALS	R	10/08/2015			176030		2,648.03
0523	AT&T	R	10/09/2015			176031		4,117.61
1616	CITY OF PITTSBURG	R	10/09/2015			176034		471.48
6865	MICHAEL S COLE	R	10/09/2015			176035		56.00
4263	COX COMMUNICATIONS KANSAS LLC	R	10/09/2015			176036		1,408.81
0375	WICHITA WATER CONDITIONING, IN	R	10/09/2015			176038		5.00
1	HAMBLIN, BRAD	R	10/09/2015			176039		21.67
7151	TOTALFUNDS BY HASLER	R	10/09/2015			176040		1,000.00
1208	KANSAS CITY SOUTHERN RAILWAY C	R	10/09/2015			176041		26,474.00
7414	KANSAS GAS SERVICE (ESG)	R	10/09/2015			176042		598.84
2877	KDHE - BUREAU OF WATER	R	10/09/2015			176043		20.00
2877	KDHE - BUREAU OF WATER	R	10/09/2015			176044		20.00
0225	KDOR	R	10/09/2015			176045		9,774.30
7405	JOSHUA MCCLEARY	R	10/09/2015			176046		952.65
0175	REGISTER OF DEEDS	R	10/09/2015			176047		126.00
7241	MIGUEL R. SMITH	R	10/09/2015			176048		137.52
0349	UNITED WAY OF CRAWFORD COUNTY	R	10/09/2015			176049		105.89
5589	VERIZON WIRELESS SERVICES, LLC	R	10/09/2015			176050		1,142.45
7309	MICHAEL F. WALKER	R	10/09/2015			176052		186.44
2350	WASTE CORPORATION OF MISSOURI	R	10/09/2015			176053		781.33
1108	WESTAR ENERGY	R	10/09/2015			176054		107,888.50
4636	WESTAR ENERGY, INC. (HAP)	R	10/09/2015			176058		1,868.44

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:10/07/2015 THRU 10/20/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5371	PITTSBURG FAMILY YMCA	R	10/09/2015			176059		92.06
1	HORTON, LORI	R	10/09/2015			176060		200.00
7217	VANDER INTERMEDIATE HOLDING I	R	10/16/2015			176068		89.32
1616	CITY OF PITTSBURG	R	10/16/2015			176069		179.38
4263	COX COMMUNICATIONS KANSAS LLC	R	10/16/2015			176070		67.34
5726	GIRARD TOWER MAINTENANCE	R	10/16/2015			176071		550.00
6778	MICHAEL GRAY	R	10/16/2015			176072		199.50
7414	KANSAS GAS SERVICE (ESG)	R	10/16/2015			176073		407.77
2877	KDHE - BUREAU OF WATER	R	10/16/2015			176074		110.00
2877	KDHE - BUREAU OF WATER	R	10/16/2015			176075		20.00
6837	JOHN KETTERMAN	R	10/16/2015			176076		199.50
3835	MSSU CRIMINAL JUSTICE	R	10/16/2015			176077		600.00
0175	REGISTER OF DEEDS	R	10/16/2015			176078		76.00
7241	MIGUEL R. SMITH	R	10/16/2015			176079		191.87
5589	VERIZON WIRELESS SERVICES, LLC	R	10/16/2015			176080		5,813.28
7309	MICHAEL F. WALKER	R	10/16/2015			176083		197.31
2350	WASTE CORPORATION OF MISSOURI	R	10/16/2015			176084		150.31
1108	WESTAR ENERGY	R	10/16/2015			176085		2,317.53
4636	WESTAR ENERGY, INC. (HAP)	R	10/16/2015			176086		249.39
2877	KDHE - BUREAU OF WATER	R	10/16/2015			176087		1,000.00
6865	MICHAEL S COLE	R	10/16/2015			176091		56.00
2876	A-PLUS CLEANERS & LAUNDRY	R	10/20/2015			176092		5.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:10/07/2015 THRU 10/20/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2004	AIRE-MASTER OF AMERICA, INC.	R	10/20/2015			176093		16.39
5966	BOBCAT OF SPRINGFIELD, INC	R	10/20/2015			176094		149.94
5857	CREATIVE PRODUCT SOURCING INC	R	10/20/2015			176095		709.05
0375	WICHITA WATER CONDITIONING, IN	R	10/20/2015			176096		36.00
6088	EMERGENCY RESPONSE SOLUTIONS,	R	10/20/2015			176097		413.45
6358	FIRE X INC	R	10/20/2015			176098		15.75
6833	GREENBUSH	R	10/20/2015			176099		32.50
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	10/20/2015			176100		372.84
6656	KNIPP EQUIPMENT INC	R	10/20/2015			176101		643.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	10/20/2015			176102		370.80
1571	LOY, SAGEHORN, & HARDING, LLC	R	10/20/2015			176103		31.00
7167	MAILFINANCE, INC	R	10/20/2015			176104		747.63
7417	MICHELLE D. PRYOR	R	10/20/2015			176105		900.00
7392	MUNICIPALH20, LLC	R	10/20/2015			176106		350.00
6571	ROUTE 66 ELECTRIC, LLC	R	10/20/2015			176107		70.25
7233	SAFRAN USA, INC	R	10/20/2015			176108		3,642.00
7053	U.S. PEROXIDE, LLC	R	10/20/2015			176109		950.00
0044	CRESTWOOD COUNTRY CLUB	E	10/14/2015			999999		412.75
0046	ETTINGERS OFFICE SUPPLY	E	10/14/2015			999999		1,737.98
0054	JOPLIN SUPPLY COMPANY	E	10/14/2015			999999		1,282.01
0055	JOHN'S SPORT CENTER, INC.	E	10/14/2015			999999		366.22
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	10/14/2015			999999		825.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 10/07/2015 THRU 10/20/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0077	THE LITTLE SHOP OF FLOWERS	E	10/14/2015			999999		35.00
0084	INTERSTATE EXTERMINATOR, INC.	E	10/14/2015			999999		617.00
0087	FORMS ONE, LLC	E	10/14/2015			999999		1,000.32
0101	BUG-A-WAY INC	E	10/14/2015			999999		40.00
0105	PITTSBURG AUTOMOTIVE INC	E	10/14/2015			999999		2,502.74
0112	MARRONES INC	E	10/14/2015			999999		180.95
0117	THE MORNING SUN	E	10/14/2015			999999		358.24
0129	PROFESSIONAL ENGINEERING CONSU	E	10/14/2015			999999		1,487.00
0133	JIM RADELL CONSTRUCTION INC	E	10/14/2015			999999		12,538.81
0142	HECKERT CONSTRUCTION CO INC	E	10/14/2015			999999		20,661.12
0183	PRO-PRINT INC	E	10/14/2015			999999		383.00
0194	KANSAS STATE TREASURER	E	10/14/2015			999999		7,274.86
0199	KIRKLAND WELDING SUPPLIES	E	10/14/2015			999999		14.65
0224	KDOR	D	10/09/2015			999999		7,632.02
0276	JOE SMITH COMPANY, INC.	E	10/14/2015			999999		142.87
0294	COPY PRODUCTS, INC.	E	10/14/2015			999999		1,380.00
0300	PITTSBURG FORD-MERCURY, INC.	E	10/14/2015			999999		52.10
0306	CASTAGNO OIL CO INC	E	10/14/2015			999999		47.70
0321	KP&F	D	10/09/2015			999999		47,016.71
0329	O'MALLEY IMPLEMENT CO INC	E	10/14/2015			999999		677.87
0335	CUSTOM AWARDS PLUS INC	E	10/14/2015			999999		125.60
0345	VICTOR L PHILLIPS CO	E	10/14/2015			999999		415.93

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE:10/07/2015 THRU 10/20/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0409	WISEMAN'S DISCOUNT TIRE INC	E	10/14/2015			999999		796.85
0420	CONTINENTAL RESEARCH CORP	E	10/14/2015			999999		219.88
0422	DEMCO, INC	E	10/14/2015			999999		301.36
0486	MID-STATES ORGANIZED CRIME INF	E	10/14/2015			999999		8,100.00
0534	TYLER TECHNOLOGIES INC	E	10/14/2015			999999		390.00
0659	PAYNES INC	E	10/14/2015			999999		187.28
0728	ICMA	D	10/09/2015			999999		928.93
0746	CDL ELECTRIC COMPANY INC	E	10/14/2015			999999		8,120.72
0751	ULTRA-CHEM INC	E	10/14/2015			999999		197.93
0823	TOUCHTON ELECTRIC INC	E	10/14/2015			999999		28.00
0837	BLACKBURN MANUFACTURING CO	E	10/14/2015			999999		101.35
0844	HY-FLO EQUIPMENT CO	E	10/14/2015			999999		2.39
1033	BOB DITTMANN AGENCY INC	E	10/14/2015			999999		100.00
1050	KPERS	D	10/09/2015			999999		37,205.35
1141	THE G W VAN KEPPEL COMPANY	E	10/14/2015			999999		1,284.04
1199	SCURLOCK INDUSTRIES CORP	E	10/14/2015			999999		290.70
1478	KANSASLAND TIRE OF PITTSBURG	E	10/14/2015			999999		1,146.31
1792	B&L WATERWORKS SUPPLY, LLC	E	10/14/2015			999999		3,604.24
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	10/14/2015			999999		2,313.02
2137	VAN WALL GROUP	E	10/14/2015			999999		85.45
2161	RECORDED BOOKS, LLC	E	10/14/2015			999999		89.97
2707	THE LAWNSCAPE COMPANY, INC.	E	10/14/2015			999999		990.50

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 10/07/2015 THRU 10/20/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2767	BRENNTAG SOUTHWEST, INC	E	10/14/2015			999999		2,255.00
2960	PACE ANALYTICAL SERVICES INC	E	10/14/2015			999999		2,311.00
3255	FRED VAN BECELAERE GREENHOUSE	E	10/14/2015			999999		126.00
3802	BRENNTAG MID-SOUTH INC	E	10/14/2015			999999		5,664.00
4126	EMERGENCY MEDICAL PRODUCT INC	E	10/14/2015			999999		359.70
4307	HENRY KRAFT, INC.	E	10/14/2015			999999		114.54
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	10/14/2015			999999		151.96
4452	RYAN INSURANCE	E	10/14/2015			999999		528.00
4766	ACCURATE ENVIRONMENTAL	E	10/14/2015			999999		576.50
4796	UV DOCTOR, LLC	E	10/14/2015			999999		1,617.00
5185	FERGUSON ENTERPRISES INC	E	10/14/2015			999999		4,635.69
5275	US LIME COMPANY-ST CLAIR	E	10/14/2015			999999		8,681.37
5295	SPRINGFIELD BLUEPRINT	E	10/14/2015			999999		274.56
5590	HD SUPPLY WATERWORKS, LTD.	E	10/14/2015			999999		8,152.70
5640	CORRECT CARE SOLUTIONS LLC	E	10/14/2015			999999		36.00
5855	SHRED-IT USA INC	E	10/14/2015			999999		283.64
5904	TASC	D	10/09/2015			999999		6,953.65
6117	ALEXANDER OPEN SYSTEMS, INC	E	10/14/2015			999999		175.00
6203	SOUTHWEST PAPER CO INC	E	10/14/2015			999999		422.53
6389	PROFESSIONAL TURF PRODUCTS LP	E	10/14/2015			999999		544.21
6402	BEAN'S TOWING & AUTO BODY	E	10/14/2015			999999		1,528.48
6415	GREAT WEST TANDEM KPERS 457	D	10/09/2015			999999		3,901.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE:10/07/2015 THRU 10/20/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6718	NATIONAL SCREENING BUREAU	E	10/14/2015			999999		199.00
6952	ADP INC	D	10/16/2015			999999		2,964.26
7038	SIGNET COFFEE ROASTERS	E	10/14/2015			999999		61.00
7050	KRIZ-DAVIS CO.	E	10/14/2015			999999		23.54
7118	SP DESIGN & MFG, INC	E	10/14/2015			999999		1,139.29
7138	OME CORP, LLC	E	10/14/2015			999999		169.30
7237	J & R ENGINEERING / MARKETING	E	10/14/2015			999999		3,100.55
7240	JAY HATFIELD CERTIFIED USED CA	E	10/14/2015			999999		245.25
7283	CORESOURCE, INC	D	10/08/2015			999999		27,550.47
7283	CORESOURCE, INC	D	10/15/2015			999999		53,668.77
7290	DELTA DENTAL OF KANSAS INC	D	10/09/2015			999999		2,075.00
7290	DELTA DENTAL OF KANSAS INC	D	10/16/2015			999999		2,129.75

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	61	182,027.12	0.00	182,027.12
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	11	192,025.91	0.00	192,025.91
EFT:	72	126,289.79	4.27CR	126,285.52
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		144	500,342.82	4.27CR	500,338.55
BANK: 80144	TOTALS:	144	500,342.82	4.27CR	500,338.55

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE:10/07/2015 THRU 10/20/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7396	MICHAEL L CHANDLER	R	10/16/2015			176090		700.00
0046	ETTINGERS OFFICE SUPPLY	E	10/19/2015			999999		73.19
0142	HECKERT CONSTRUCTION CO INC	E	10/19/2015			999999		267,835.07
0199	KIRKLAND WELDING SUPPLIES	E	10/19/2015			999999		13.50
0253	TAMARA N NAGEL	E	10/19/2015			999999		199.50
0516	AMERICAN CONCRETE CO INC	E	10/19/2015			999999		1,128.75
0577	KANSAS GAS SERVICE	E	10/13/2015			999999		2,407.36
0577	KANSAS GAS SERVICE	E	10/19/2015			999999		32.32
0746	CDL ELECTRIC COMPANY INC	E	10/13/2015			999999		814.88
0806	JOHN L CUSSIMANIO	E	10/19/2015			999999		260.00
0866	AVFUEL CORPORATION	E	10/19/2015			999999		15,863.43
1445	WICHITA PUMP & SUPPLY CO INC	E	10/13/2015			999999		5.00
1609	PHILLIP H O'MALLEY	E	10/19/2015			999999		1,150.00
1712	CHUCK MUNSELL	E	10/19/2015			999999		225.07
2111	DELL MARKETING L.P.	E	10/13/2015			999999		2,479.95
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	10/19/2015			999999		17,611.64
2352	DONNA PASHIA	E	10/13/2015			999999		768.83
2433	THE MORNING SUN	E	10/13/2015			999999		250.00
2542	CHARLES YOST	E	10/19/2015			999999		325.00
2624	JAMES ZIMMERMAN	E	10/19/2015			999999		1,200.00
2921	DP2 BILLING SOLUTIONS, LLC	E	10/19/2015			999999		5,045.54
3067	STEVE BITNER	E	10/19/2015			999999		500.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 10/07/2015 THRU 10/20/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3114	PATRICIA BURLESON	E	10/19/2015			999999		1,100.00
3248	AIRGAS USA LLC	E	10/19/2015			999999		9.95
3272	DUNCAN HOUSING LLC	E	10/13/2015			999999		450.00
3593	REMINGTON SQUARE	E	10/19/2015			999999		198.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	10/19/2015			999999		296.00
4186	KEN WILKERSON	E	10/19/2015			999999		360.00
4218	MEADOWLARK TOWNHOUSES	E	10/13/2015			999999		810.00
4218	MEADOWLARK TOWNHOUSES	E	10/19/2015			999999		500.00
4492	PITTSBURG SENIORS	E	10/19/2015			999999		493.00
4500	ANDREW HUYETT	E	10/13/2015			999999		75.00
4618	TRESA MILLER	E	10/13/2015			999999		614.64
5267	SOFTWARE HOUSE INTERNATIONAL,	E	10/19/2015			999999		7,154.00
5534	SYCAMORE VILLAGE APARTMENTS	E	10/19/2015			999999		450.00
5711	SHAWNEE MISSION FORD	E	10/13/2015			999999		20,517.00
5854	ANTHONY A SNYDER	E	10/19/2015			999999		700.00
5957	PASTEUR PROPERTIES LLC	E	10/19/2015			999999		550.00
6108	TILDEN BURNS	E	10/13/2015			999999		1,150.00
6175	HENRY C MENGHINI	E	10/13/2015			999999		763.40
6508	JOHN H BAILEY	E	10/13/2015			999999		159.26
6772	INDUSTRIAL CRATING INC	E	10/13/2015			999999		3,540.00
6916	STILWELL HERITAGE & EDUCATIONA	E	10/19/2015			999999		890.00
7028	MATTHEW L. FRYE	E	10/19/2015			999999		400.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: EFT MANUAL EFTS
 DATE RANGE: 10/07/2015 THRU 10/20/2015

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7082	MONICA MURNAN	E	10/19/2015			999999		199.50
7401	JAMI L CROWDER	E	10/13/2015			999999		1,533.14
7411	WHISPERING PINES MOBILE HOME P	E	10/13/2015			999999		1,000.00
7412	SUZANNE L LAHEY	E	10/13/2015			999999		950.00
7413	JERRY STANDLEE	E	10/13/2015			999999		795.00
7419	STEPHEN G. FARRELL	E	10/19/2015			999999		845.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	700.00	0.00	700.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	49	364,691.92	0.00	364,691.92
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: EFT TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	50	365,391.92	0.00	365,391.92
BANK: EFT TOTALS:	50	365,391.92	0.00	365,391.92

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6750	HW LOCHNER, BWR DIVISION	R	10/16/2015			176088		14,264.50
5712	TRAFFIC AND PARKING CONTROL IN	R	10/16/2015			176089		1,277.75

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	15,542.25	0.00	15,542.25
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: MAN	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			2	15,542.25	0.00	15,542.25
BANK: MAN		TOTALS:	2	15,542.25	0.00	15,542.25
REPORT TOTALS:			205	881,276.99	4.27CR	881,272.72

Passed and approved this 21st day of October, 2015.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: October 21, 2015

SUBJECT: October 13, 2015 Agenda Item
Moderate Income Housing request

The City of Pittsburg has an opportunity to significantly improve the condition of multiple downtown properties through a Moderate Income Housing grant program coordinated by the Kansas Housing Resources Corporation. The program leverages state funds against those raised on the local level, along with private investment by downtown property owners.

City housing director Becky Gray approached the EDAC on October 7 and proposed utilizing \$200,000 in Revolving Loan Fund (RLF) funds to match \$200,000 in state grant funds and a \$200,000 commitment from a designated downtown property owner. The EDAC agreed and voted to recommend utilizing \$200,000 from the RLF to support the program, as bringing more moderate income residents to the downtown area will help generate more revenue for existing downtown businesses and will make the area more attractive for new investment. The EDAC motion also called for the property owner to enter in a development agreement with the City and commit to improve at least six upstairs apartments within two years as a result of the investment.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 13, 2015. Action being requested is the approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign them.

THE CITY OF PITTSBURG, KANSAS
RESOLUTION NO. 1177

RESOLUTION CERTIFYING LEGAL AUTHORITY
TO APPLY FOR THE 2016 KANSAS
MODERATE INCOME HOUSING PROGRAM
FROM THE KANSAS HOUSING RESOURCE CORP.
AND AUTHORIZING THE MAYOR
TO SIGN AND SUBMITE SUCH AN APPLICATION

WHEREAS, The City of Pittsburg, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, access to safe, affordable housing for low and moderate income households is limited in Pittsburg, Kansas, and

WHEREAS, the City of Pittsburg, Kansas, intends to submit an application for assistance from the 2016 KANSAS MODERATE INCOME HOUSING PROGRAM.

THE APPLICANT hereby certifies that the City of Pittsburg, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the 2016 KANSAS MODERATE INCOME HOUSING PROGRAM, and

THE APPLICANT hereby authorizes the MAYOR of Pittsburg, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the 2016 KANSAS MODERATE INCOME HOUSING PROGRAM, and

THE APPLICANT hereby dedicates \$200,000 in cash funds toward this project from the City's sales tax revolving loan fund, and

The APPLICANT hereby dedicates \$15,000 of in-kind match funding in the form of salaries for staff who will manage the grant finances.

APPROVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, THIS 27TH DAY OF OCTOBER, 2016.

APPROVED _____
MAYOR

ATTEST _____

(SEAL)

THE CITY OF PITTSBURG, KANSAS