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CITY OF PITTSBURG, KANSAS COMMISSION AGENDA

Tuesday, November 14, 2017 5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Invocation
- b. Flag Salute Led by the Mayor
- c. Proclamation Ralph "Wild Red" Berry Day in Pittsburg Received by Diana and/or Bob Berry
- d. Public Input

CONSENT AGENDA:

- a. Approval of the October 24, 2017, City Commission Meeting minutes.
- b. Approval of Amendment No. 1 to the Antenna Collocation Lease Agreement between the City and Sprint Spectrum Realty Company, LLC, to clarify the terms of the lease agreement and authorize the Mayor to sign the appropriate documents on behalf of the City.
- c. Approval of staff's recommendation to enter into a contract with Olsson & Associates in an amount not-to-exceed \$51,606.00 for Professional Engineering Services to include contract document preparation, contract execution and administration services, and construction observation and inspection related to the project of sandblasting and repainting the south and northeast industrial park water towers, and authorization for the Mayor and City Clerk to sign the contract documents once prepared.
- d. Approval of staff's recommendation to accept a grant in the amount of \$100,000 from the Kansas Housing Resources Corporation (KHRC) to administer the Tenant Based Rental Assistance (TBRA) program to provide security deposits for low-income households and authorize the Mayor to sign the appropriate documents on behalf of the City.
- e. Approval of the Economic Development Advisory Committee's recommendation to forgive \$3,000 of the Southeast Kansas Recycling Center's 2017 loan payment, as they have fully complied with the City's requirement for loan forgiveness and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.
- f. Approval of staff's recommendation to concur with KDOT's recommendation of awarding the bid for the Safe Routes to School Project to Martin Outdoor Enterprises, Inc., of Pittsburg, and for the City to remit \$53,000 to KDOT for the City's share of the costs per the agreement with KDOT approved by the Governing Body on August 9th, 2016, and authorize the Mayor to sign the Resolution on behalf of the City.

CITY OF PITTSBURG, KANSAS COMMISSION AGENDA

Tuesday, November 14, 2017 5:30 PM

g. Approval of the Appropriation Ordinance for the period ending November 14, 2017 subject to the release of HUD expenditures when funds are received. ROLL CALL VOTE.

PUBLIC HEARING:

a. REQUEST TO VACATE - The City of Pittsburg advertised for Public Hearing November 14, 2017, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 N Pine, for the purpose of vacating a utility easement in the 2800 Block of North Broadway. Following Public Hearing, consider the request and, if approved, direct the preparation of the necessary Order.

SPECIAL PRESENTATION:

a. PILOT STUDY - Director of Public Utilities Matt Bacon and Special Projects Engineer Dr. John Bailey will provide an update on the Pilot Study conducted of the City's Wastewater Treatment Facility. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. RESOLUTION NO. 1199 Consider approval of Resolution No. 1199, amending Resolution No. 1193 establishing the equivalent residential unit, ERU rate and undeveloped property rate; and providing an effective date of January 1, 2018. Approve or disapprove Resolution No. 1199 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.
- b. ORDINANCE NO. G-1271 Consider approval of Ordinance No. G-1271, amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for water service. **Approve or disapprove Ordinance** No. G-1271 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.
- c. ORDINANCE NO. G-1272 Consider approval of Ordinance No. G-1272, amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service. **Approve or disapprove Ordinance** No. G-1272 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.

CITY OF PITTSBURG, KANSAS COMMISSION AGENDA Tuesday, November 14, 2017 5:30 PM

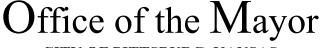
- d. ORDINANCE NO. G-1273 Consider approval of Ordinance No. G-1273, amending Section 2-134 of the Pittsburg City Code in order to remove the responsibility for the operation, supervision and maintenance of the Memorial Auditorium division from the Department of Parks and Recreation. Approve or disapprove Ordinance No. G-1273 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.
- e. ORDINANCE NO. G-1274 Consider approval of Ordinance No. G-1274, amending Section 2-94 of the Pittsburg City Code to create subsection (f) in order to include the Memorial Auditorium division under the duties and responsibilities of the City Manager. Approve or disapprove Ordinance No. G-1274 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.
- f. ORDINANCE NO. G-1275 Consider approval of Ordinance No. G-1275, creating Sections 2-96 through and including 2-129 of the Pittsburg City Code in order to place the responsibility of the operation, supervision and maintenance of the Memorial Auditorium division under the responsibility of the City Manager. Approve or disapprove Ordinance No. G-1275 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.
- g. ORDINANCE NO. G-1276 Consider approval of Ordinance No. G-1276, repealing Article IV, Divisions 1, 2 and 3, Sections 58-111 through and including Section 58-188 of the Pittsburg City Code. Approve or disapprove Ordinance No. G-1276 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.

NON-AGENDA REPORTS & REQUESTS:

a. Director of Finance Jamie Clarkson will provide the October 31, 2017 bimonthly budget review.

ADJOURNMENT





CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: Ralph "Wild Red" Berry was born on November 20th, 1906, in Conway Springs,

Kansas. Soon after his birth, the Berry family moved to West Liberty, a

mining camp located two miles south of Chicopee, Kansas; and

Whereas: At a young age, Berry frequented the Pittsburg YMCA, where he began

boxing. He won several titles while boxing, until he broke both hands winning

the middleweight championship of Kansas; and

Whereas: Following his boxing injury, Berry turned to wrestling. He was a nine-time

National Wrestling Association World Light Heavyweight Champion. His wrestling career spanned more than forty years as a wrestler and as a

manager; and

Whereas: Berry earned his famous "Wild Red" moniker through a publicity stunt in

Kansas City, Kansas, where he demonstrated his agility by swinging from a courthouse tree while wearing a leopard skin suit. Local law enforcement officials were not impressed and "Wild Red" was hauled off for disturbing the

peace; and

Whereas: Outside the ring, Berry was active in political circles. In 1947, he was elected

as the Parks and Public Property Commissioner for The City of Pittsburg. On

two occasions, he served the citizens of Pittsburg as Interim Mayor.

Now, Therefore, I, Michael Gray, Mayor of the City of Pittsburg, Kansas, do hereby proclaim Monday, November 20th, 2017, as

Ralph "Wild Red" Berry Day in Pittsburg

and call upon all citizens to join in honoring "Wild Red" for his remarkable career and outstanding service to the City of Pittsburg.

Dated this 14th day of November, 2017.

ATTECT.

ATTEST:	
CITY CLERK	MAYOR



OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 24th, 2017

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, October 24th, 2017, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with President of the Board Jeremy Johnson presiding and the following members present: John Ketterman and Patrick O'Bryan. Mayor Gray participated by phone. Commissioner Chuck Munsell was absent.

Tom Wehrman of the St. John Lutheran Church provided the invocation.

President of the Board Johnson led the flag salute.

APPROVAL OF MINUTES – OCTOBER 10^{th} , 2017 - On motion of Ketterman, seconded by O'Bryan, the Governing Body approved the October 10^{th} , 2017, City Commission Meeting minutes as submitted. Motion carried. Absent: Munsell.

TRANSFER OF PROPERTY – MISHMASH – On motion of Ketterman, seconded by O'Bryan, the Governing Body approved staff recommendation to authorize the Mayor to sign a Municipal Quit Claim Deed and Permanent Right of Easement transferring property adjacent to 636 North Warren Street to Robert and Brenda Mishmash. Motion carried. Absent: Munsell.

APPROPRIATION ORDINANCE – On motion of Ketterman, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending October 24th, 2017, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Gray, Johnson, Ketterman and O'Bryan. Motion carried. Absent: Munsell.

PUBLIC HEARING – Following a Public Hearing regarding the establishment of a Rural Housing Incentive District (RHID), on motion of Ketterman, seconded by Gray, the Governing Body adopted Ordinance No. S-1049, the Pittsburg Highlands Development Plan and the Pittsburg Highlands Funding Agreement and authorized the President of the Board to sign the necessary documents on behalf of the City. Motion carried. Absent: Munsell.

LOAN MODIFICATION - PITTSBURG HIGHLANDS, LP – On motion of O'Bryan, seconded by Ketterman, the Governing Body modified the \$300,000 loan granted to Pittsburg Highlands, LP, to remove the recourse language and to modified the terms of the loan agreement to reflect a fifteen year period, with monthly installments of \$500, and the balance to be paid in full at the end of fifteen years, and authorized the President of the Board to sign the necessary documents on behalf of the City. Motion carried. Absent: Munsell.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 24th, 2017

PLAT - PITTSBURG HIGHLANDS SUBDIVISION – Following a verbal recommendation by Director of Public Works Cameron Alden, on motion of O'Bryan, seconded by Gray, the Governing Body approved the final plat of the Pittsburg Highlands Subdivision, and authorized the President of the Board and City Clerk to sign the plat on behalf of the City. Motion carried. Absent: Munsell.

RESOLUTION NO. 1198 – On motion of Gray, seconded by Ketterman, the Governing Body approved Resolution No. 1198, adopting and approving the proposed Capital Improvements Program (CIP) for the years 2018-2022, and authorized the President of the Board to sign the Resolution on behalf of the City. Motion carried. Absent: Munsell.

JAYCEE BALL PARK TURF PROJECT – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved staff recommendation to enter into a contract with FieldTurf, USA, Inc., in the amount of \$222,942.49 for product and installation of turf on the field, in batting cages, the Coolplay System, replacement of nailer boards as needed, and an additional four maintenance visits at Jaycee Ball Park, and authorized the President of the Board to sign the necessary documents on behalf of the City. Motion carried. Absent: Munsell.

City Manager Daron Hall acknowledged the Finance Department and Parks and Recreation Department employees for their work in planning for this purchase.

JAYCEE BALL PARK TURF PROJECT FINANCING – On motion of O'Bryan, seconded by Ketterman, the Governing Body approved staff recommendation to enter into a contract with Clayton Holdings, LLC of St. Louis, Missouri, for \$222,942.49 minus \$70,000 down payment at a rate of 2.47% for seven years with annual payments being \$23,752.54 beginning in May of 2018 for the Jaycee Ball Park field turf project, and authorized the President of the Board to sign the necessary documents on behalf of the City. Motion carried. Absent: Munsell.

PARKS AND RECREATION ADVISORY BOARD APPOINTMENTS — On motion of Ketterman, seconded by Gray, the Governing Body appointed Jerime Carpenter to an unexpired term as a member of the Parks and Recreation Advisory Board effectively immediately and expiring on December 31, 2018 and Stephanie Risau to an unexpired term as a member of the Parks and Recreation Advisory Board effective immediately and expiring on December 31, 2019. Motion carried. Absent: Munsell.

ECONOMIC DEVELOPMENT QUARTERLY UPDATE - Director of Economic Development Blake Benson and Chief Strategy Officer for Pittsburg State University Shawn Naccarato presented the quarterly update on Economic Development activities in Pittsburg. Absent: Munsell.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 24th, 2017

NON-AGENDA REPORTS AND REQUESTS:

BOARD/COMMITTEE APPOINTMENTS – City Manager Daron Hall congratulated the newly appointed members of the Parks and Recreation Board. Mr. Hall thanked the citizens who submitted their applications for appointment to the board.

ADJOURNMENT: On motion of Ketterman, seconded by O'Bryan, the Governing Body adjourned the meeting at 6:25 p.m. Motion carried. Absent: Munsell.

	Jeremy Johnson, President of the Board
ATTEST:	
Tammy Nagel, City Clerk	

Site Name: Pittsburg WT Site ID #: KC04RW800

AMENDMENT NO. 1 TO ANTENNA COLLOCATION LEASE AGREEMENT

This Amendment No. 1 to ANTENNA COLLOCATION LEASE AGREEMENT (this "Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain ANTENNA COLLOCATION LEASE AGREEMENT between Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, successor in interest to Sprint Spectrum L.P. (successor by merger with Southwest PCS Properties, LLC) ("Lessee"), and the City of Pittsburg, Kansas, a municipal corporation ("Lessor"), dated February 12, 2002 (the "Agreement").

BACKGROUND

The Agreement will expire on April 30, 2017.

Lessee and Lessor desire to extend the term of the Agreement, as set forth herein.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Term**. Section 4 of the Agreement is amended by adding the following:

Notwithstanding anything set forth in Section 4 to the contrary, the current term of this Agreement will expire on April 30, 2017. Commencing on May 1, 2017 the term of this Agreement (Current Renewal Term) is five (5) years. This Agreement will be automatically renewed for one (1) additional term ("Next Renewal Term") of five (5) years. The Next Renewal Term will be deemed automatically exercised without any action by either party unless Lessee gives written notice of its decision not to exercise the option to Lessor before expiration of the current renewal term, or unless either Lessee or Lessor gives written notice to the other at least one hundred eighty (180) days prior to the expiration of the Current Renewal Term that such party does not wish to renew the Agreement, in which case the Agreement will terminate at the end of the Current Renewal Term.

2. <u>Notice Address</u>. The notice addresses in Section 19(d) of the Agreement or referenced therein for the party or parties listed below are hereby deleted in their entirety and replaced with the following:

To Lessor: City of Pittsburg, Kansas

Attn: City Manager PO Box 688

Pittsburg, Kansas 66762

To Lessee: Sprint Property Services

Sprint Site ID: <u>KC04RW800</u> Mailstop KSOPHT0101-Z2650

6391 Sprint Parkway

Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint Law Department

Sprint Site ID: KC04RW800 Mailstop KSOPHT0101-Z2020

6391 Sprint Parkway

Overland Park, Kansas 66251-2020

Attn.: Real Estate Attorney

3. General Terms and Conditions.

- a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.
- e. Lessor agrees to execute a recordable Memorandum of Amendment attached to this Amendment as Exhibit D-1.

SIGNATURES ON FOLLOWING PAGE

The parties have executed this Amendment as of the Effective Date.

Lessor:	Lessee:		
City of Pittsburg, Kansas, a municipal corporation	Sprint Spectrum Realty Company, LL a Delaware limited liability company		
Ву:	Ву:		
Name:	Name: Silvia J. Lin		
Title:	Title: Manager – Real Estate		
Date:	Date:		
(Date must be completed)	(Date must be completed)		

Exhibit D-1

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Sprint Property Services Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

MEMORANDUM OF AMENDMENT

THIS MEMORANDUM OF AMENDMENT ("Memorandum"), by and between the City of Pittsburg, Kansas, municipal corporation ("Lessor") and Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, successor in interest to Sprint Spectrum L.P. (successor by merger with Southwest PCS Properties, LLC) ("Lessee"), evidences the ANTENNA COLLOCATION LEASE AGREEMENT made and entered into between Lessor and Lessee dated February 12, 2002 (the "Agreement") has been amended by written agreement between the parties (the "Amendment"). The term Agreement hereinafter refers to and includes the Amendment.

The Agreement provides in part that Lessor leases to Lessee certain real property owned by Lessor and located at 420 East 22nd Street, City of Pittsburg, County of Crawford, State of Kansas ("Property") for the purpose of installing, operating and maintaining a communications facility and other improvements. The Property is legally described in Exhibit A attached hereto. The portion of the Property leased to Lessee together with non-exclusive utility and access easements (the "Premises") is further described in the Agreement.

The Amendment grants Lessee the option to extend the Agreement for one (1) additional five (5) year term after the expiration of the new initial five (5) year term which will commence on May 1, 2017.

All notices to Lessee must be sent via U.S. Postal Service certified mail, return receipt requested with all postage prepaid to:

Sprint Spectrum Realty Company, LLC Sprint Property Services Site ID: KC04RW800 Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, KS 66251-2650 with a mandatory copy to: Sprint Law Department Attn: Real Estate Attorney Site ID: KC04RW800 Mailstop KSOPHT0101-Z2020 6391 Sprint Parkway Overland Park, KS 66251-2020

IN WITNESS WHEREOF, the parties have and year indicated below.	executed this Amended Memorandum as of the day		
Lessor:	Lessee:		
City of Pittsburg, Kansas, a municipal corporation	Sprint Spectrum Realty Company, LLC, a Delaware limited liability company		
By: (NOT FOR EXECUTION)	By: (NOT FOR EXECUTION)		
Name:	Name: Silvia J. Lin		
Title:	Title: Manager – Real Estate		

EXHIBIT A TO MEMORANDUM OF AMENDMENT

Description Property

A portion of certain real property located at 420 East 22nd Street, City of Pittsburg, County of Crawford, State of Kansas, described as follows:

LEGAL DESCRIPTION:

Beginning nine and six-tenths (9.6) feet South of the Northwest Comer of Lot Eight (8), thence South One Hundred Thirty and four-tenths (130.4) feet to the Southwest Comer of Lot Eight (8), thence East along the South line of Lots Eight (8), seven (7), six (6), and five (5), a distance of Eighty-eight and eight-tenths (88.8) feet to the West line of the Rip Rap ditch which is thirteen and eight-tenths (13.8) feet East of the Southeast Comer of Lot six (6), thence Northwesterly along open ditch to place of beginning, all being in Block sixteen (16) of the Chaplin Place Addition to the City of Pittsburg, Kansas, AND,

Lots Nine (9), Ten (10), Eleven (11), and Twelve (12), in Block Sixteen (16) of New York Investment Company's Chaplin Place Addition to the City of Pittsburg, Kansas.



DEPARTMENT OF PUBLIC UTILITIES

1506 North Walnut · Pittsburg KS 66762

(620) 240-5126 www.pittks.org

Interoffice Memorandum

TO: DARON HALL

City Manager

FROM: MATT BACON

Director of Public Utilities

DATE: November 7, 2017

SUBJECT: Agenda Item – November 14, 2017

Professional Engineering Services

Water Storage Tower - Interior/Exterior Blast & Paint

The City of Pittsburg recently solicited quotes from the City's on-call engineering firms for contract document preparation, contract execution and administration services, and construction observation and inspection related to the project of sandblasting and repainting the south water tower. The consultant was also requested to provide quotes for additional alternates. The first alternate is to replace the existing Pittsburg State University logo on the south water tower. The second alternate is for the consultant to recommend needs at the Northeast Industrial Park water tower along with a cost to add this project as an alternate to the project as well. After reviewing the proposals that were submitted, staff is recommending that the City enter into a contract for this work to Olsson & Associates based on their cost not-to-exceed \$51,606.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 14, 2017. Action necessary will be approval or disapproval to enter into a contract with Olsson & Associates for these services and, if approved, authorize the Mayor and City Clerk to sign the contract documents once prepared.

If you have any questions or need any additional information, please do not hesitate to contact me.



COMMUNITY DEVELOPMENT PITTSBURG PUBLIC HOUSING

603 N. PINE · Pittsburg KS 66762

(620) 232-1210 www.pittks.org

FAX: (620) 232-1210

INTEROFFICE MEMORANDUM

To: Pittsburg City Commissioners

From: Becky Gray, Director of Community Development and Housing

CC: Daron Hall, City Manager

Date: November 7, 2017

Subject: Acceptance of the 2017 Tenant Based Rental Assistance Grant

The Kansas Housing Resources Corporation has awarded the City of Pittsburg \$100,000 in Tenant Based Rental Assistance funding for the program year 2017. Staff is asking the Commission to accept the award, and authorize the Mayor to sign the necessary documents.

We will be using this funding to subsidize security deposits for low income households. Community Development and Housing staff estimate that this funding will provide an average security deposit payment of \$459 to assist 200 households, or roughly 480 individuals. This security deposit assistance has been very useful in the past, helping move people into housing from homelessness as well as helping to relocate people on fixed income into safer, more affordable housing.

Of those served, we estimate that 27% of the household served will be moving from homelessness to housed, 35% will be single parent households, 38% will be elderly or disabled. All participants will have an income less than 60% of our Area Median Income. Crawford County's AMI is \$36,534; participating households will have a total income of less than \$21,920.40.

RESOURCES CORPORATION

October 30, 2017

RECEIVED

NOV 03 2017

Michael Gray, Mayor City of Pittsburg 603 N. Pine Pittsburg, KS 66762 Pittsburg City Clerk

Re: TBRA Grant M-17-SG-20-0170

Dear Mr. Gray:

Enclosed you will find the 2017 TBRA Grant award agreement between City of Pittsburg and Kansas Housing Resources Corporation.

The following grant award documents are enclosed:

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

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

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

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

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

estino Rember

Sincerely,

Christine Reimler

Director, HOME Program

HOME Investment Partnerships Program State of Kansas

CFDA No. 14.239

Grant Agreement No. M-17-SG-20-0170

By and between the

Kansas Housing Resources Corporation (KHRC)

And

City of Pittsburg DUNS No: 030662175

I. Grant Agreement

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

II. Authority

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

III. Description of Activities

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

IV. Period of Performance & Commitment

A. The period of performance for all activities assisted by this Agreement shall commence on <u>November 15, 2017</u>, hereinafter called the "Commencement Date," and shall be complete on <u>November 1, 2020</u>, hereinafter called the "Completion Date," except those activities required for closeout.

B. All FFY 2017 funds must be committed to projects according to the HOME Rule by November 1, 2019, hereinafter called the "Commitment Date."

V. <u>Compensation</u>

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Corporation shall provide the Grantee a total of \$100,000 in Federal HOME funds. In addition, up to 7% of the amount awarded for direct assistance may be requested for program delivery costs. The Grantee will be reimbursed according to the schedule provided for eligible costs including inspections and re-inspections, income certifications and recertifications. No other administrative feel will be provided.
- B. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of \$100,000. Any additional funds required to complete the program activities set forth in this Agreement will be the responsibility of the Grantee.
- C. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Corporation may terminate or amend this Agreement and will not be obligated to pay the Grantee from State Revenues.
- D. The Grantee shall not anticipate future funding from the Corporation beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Corporation to expend funds beyond the termination of this Agreement.

VI. Indemnification

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

VII. Obligations of Grantee

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

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

VIII. Program Costs

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

IX. Drawdown of Grant Funds

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

X. <u>Depositories for Program Funds</u>

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

XI. Financial Management

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

XII. Program Income

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

XIII. Recordkeeping

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

XIV. Monitoring and Reporting

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

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

XV. Procurement Procedures

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

XVI. Program Closeout

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

XVII. Termination for Convenience

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

XVIII. Suspension or Termination-for Cause

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

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

XIX. Audit Requirements

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

XX. Retention of and Access to Records

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

XXI. Conflict of Interest

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

- Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Corporation.

XXII. Equal Opportunity

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

XXIII. Lobbying

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

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

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

XXIV. Waiver of Enforcement

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

XXV. Revisions and Amendments and Approvals

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

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

XXVI. Contractual Provisions Attachment		
The provisions found in Contractual Provisions Attachment, when	hich is attached hereto.	
Dated by the Corporation this day of	, 20	
KANSAS HOUSING RESOURCES CORPORATION		
By:		
Dennis L. Mesa Executive Director Kansas Housing Resources Corporation		
Notary Public: State of Kansas) ss. County of Shawnee)		
Subscribed and sworn to before me on thisday of _		, 20
GRANTEE	Notary Public	
City of Pittsburg		
By: Signature of Authorizing Official		
Printed Name and Title of Authorizing Official for Grantee		
Notary Public: State of Kansas) ss. County of)		
Subscribed and sworn to before me on thisday of _		20

Notary Public



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: November 7, 2017

SUBJECT: November 14, 2017 Agenda Item

Southeast Kansas Recycling Center, Inc. forgivable loan

On October 29, 2009, the City of Pittsburg provided a \$60,000 loan to Southeast Kansas Recycling Center, Inc. to help with various improvements to the organization's facility at 615 South Joplin Street.

Additionally, the City agreed to forgive \$3,000 of each year's loan payment if Southeast Kansas Recycling continued to operate a household hazardous waste facility in Pittsburg each subsequent year over the ten-year life of the loan. The Economic Development Advisory Committee (EDAC) recently verified that Southeast Kansas Recycling continued this function in 2017, thereby satisfying this requirement for forgiveness.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 14, 2017. Action being requested is granting Southeast Kansas Recycling Center loan forgiveness in the amount of \$3,000 for their 2017 payment.



CERTIFICATE OF LIABILITY INSURANCE

8/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Annetta Trammell PHONE (620) 231-3500 FAX (AJC, No): (620) 231-3763 Ryan Insurance LLC 2308 S. Broadway ADDRESS: NAIC # P.O. Box 106 INSURER(S) AFFORDING COVERAGE KS 66762 MSURER A: United Fire & Casualty Company Pittsburg INSURER B : Accident Fund Insurance Company MSURED INSURERC Rockhill Insurance Company Southeast Kansas Recycling Inc. Po Box 1965 INSURER D : INSURER E : 66762 Pittsburg HSURER F; CERTIFICATE NUMBER:CL1781713374 **REVISION NUMBER: COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUER POLICY EFF POLICY EXP LIMITS TYPE OF INSURANCE POLICY NUMBER 300,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 CLAIMS-MADE X OCCUR 5,000 1/1/2017 1/1/2018 MED EXP (Any one person) 60355925 300,000 PERSONAL & ADV INJURY 600,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 600,000 PRO-JECT PRODUCTS - COMP/OP AGG POLICY OTHER OMBINED SINGLE LIMIT 300,000 \$ AUTOMOBILE LIABILITY (Ea accident) BODILY INJURY (Per person) 4 ANY AUTO ALL OWNED SCHEDULED BODILY INJURY (Per accident) 1/1/2017 1/1/2018 60355925 PROPERTY DAMAGE (Per accident) AUTOS NON-OWNED \$ HIRED AUTOS AUTOS \$ PIP-Basic 2 UMBRELLA LIAB EACH OCCURRENCE OCCUR AGGREGATE EXCESS LIAB CLAIMS-MADE RETENTION \$ DED X PER STATUTE WORKERS COMPENSATION AND EMPLOYERS LIABILITY 100,000 ANY PROPRIETORPARTHER/EXECUTIVE OFFICERMEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT 1/1/2017 1/1/2018 100,000 MCV6107216 E.L. DISEASE - EA EMPLOYEE В yes, describe under FSCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 500,000 \$1,000,000 7/20/2017 7/20/2018 Occumence ENVP003441 Hazardous Waste Liability x \$2,000,000 Aggregate \$5,000 Deductible Par Occurrence DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RECEIVE Bolioy. Crawford County Board of Commissioners is an Aditional Insured on the Hazardous Permit #906- HHW & Permit #913- Transfer Station City of Pittsburg Dept of Finance & Admin CANCELLATION CERTIFICATE HOLDER triad@triad-es.com SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN KDHE Bureau of Waste Management ACCORDANCE WITH THE POLICY PROVISIONS. 1000 SW Jackson, Suite 320 Topeka, KS 66612-1366 AUTHORIZED REPRESENTATIVE

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more

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DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170 www.pittks.org

Interoffice Memorandum

TO: DARON HALL

City Manager

FROM: CAMERON ALDEN

Director of Public Works

DATE: November 7, 2017

SUBJECT: Agenda Item – November 14, 2017

Authority to Award Contract Safe Routes to School Grant Project #: 19 U-2309-01 TA-U230(901)

The City of Pittsburg has received a grant from KDOT as part of its Transportation Alternatives (TA) initiative. Projects that were initially considered as part of the Safe Routes to School (SRTS) are now rolled under the TA program and not funded separately. The grant will pay for improved access for students walking to school.

The planned improvements include sidewalks along Broadway between Larry Garman Avenue and 14th Street, sidewalks at George Nettles Elementary School along Homer Street from Deill Street to Centennial Drive, and sidewalks at Westside Elementary School along Miles Street from the school to the Watco Trail as well as 5th Street from the school to the Watco Trail.

KDOT received bids on October 18, 2017 for the performance of work outlined above. Martin Outdoor Enterprises, Inc., a Pittsburg based company, was the successful low bidder with a bid of \$203,203.00. The construction engineering for the project has been estimated at \$36,980. The attached resolution concurs with KDOT's recommendation of awarding the bid to Martin Outdoor Enterprises, Inc. and for the City to remit \$53,000 to KDOT for the City's share of the costs per the agreement with KDOT approved on August 9th, 2016. The KDOT share of the project is 80% of the construction and construction engineering on the project with KDOT's maximum share capped at \$187,348.00.

Staff agrees with KDOT's selection to award the bid to Martin Outdoor Enterprises, Inc. as well as the amount of \$53,000 to be remitted to the State in accordance with the signed Agreement with KDOT.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 14, 2017. Action necessary will be approval or disapproval of staff's recommendation and, if approved, authorize the Mayor to sign the Resolution.

Attachment: Resolution

Dwight D. Eisenhower State Office Building 700 S.W. Harrison Street Topeka, KS 66603-3745



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

Sam Brownback, Governor

Richard Carlson, Secretary Michael J. Stringer, P.E., Chief

November 8, 2017

Project Number: 19 U-2309-01 TA-U230(901)

City of Pittsburg Cameron Alden, - Dir. Pub. Wks. 201 W 4th St Pittsburg, KS 66762-0688

Dear Mr. Alden:

We are listing below the bidder and the low bid received at Topeka, Kansas on 10/18/2017 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
MARTIN OUTDOOR ENTERPRISES INC 701 OSAGE ST PITTSBURG, KS 66762-6546	Safe Routes to School (Phase 2)	\$ 203,203

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is considered acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 11/10/2017. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering and contigencies less \$187,348 Maximum Federal funds will require City matching funds in the amount of \$53,000. The City remittance should be made on or before 12/07/2017.

Sincerely,

for Michael J. Stringer, P.E.

WE day 18 20 (208:03

Chief of Local Projects

MJS:TLS:pa Enclosures

c: Mayor/City Manager, w/a

Ms. Rhonda Seitz, Chief of Fiscal Services

District Engineer

AUTHORITY TO AWARD CONTRACT COMMITMENT OF CITY FUNDS

November 8, 2017

2 Copies to City

Project Number: 19 U-2309-01 TA-U230(901)

WHEREAS bids were received at Topeka, Kansas on 10/18/2017 for the performance of work covered by plans on the above numbered project, and

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

CONTRACTOR	TYPE OF WORK	AMOUNT	
MARTIN OUTDOOR ENTERPRISES INC 701 OSAGE ST PITTSBURG, KS 66762-6546	Safe Routes to School (Phase 2)	\$ 203,203	

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

A combination of the bid plus an estimated \$36,980 for construction engineering less \$187,348 of Maximum Federal Funds = \$53,000 matching City Funds.

BE IT FURTHER RESOLVED that City funds in the amount of \$53,000 which are required for the matching of Maximum Federal Funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 12/07/2017 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

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

Adopted this day of,, at	, Kansas.
Recommended for Approval:	
City Engineer	, Mayor
Attest:	, Member
(Seal)	
	, Member
City Clerk	

Revised 12/03 DOT FORM 1309 2017 2:39 PM A/P HISTORY CHECK REPORT PAGE: 1

11/06/2017 2:39 PM

VENDOR SET: 99 City of Pittsburg, KS

BANK: * ALL BANKS

DATE RANGE:10/18/2017 THRU 11/06/2017

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

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City of Pittsburg, KS

NAME

11/06/2017 2:39 PM A/P HISTORY CHECK REPORT

80144 BMO HARRIS BANK BANK: DATE RANGE:10/18/2017 THRU 11/06/2017

VENDOR SET: 99

VENDOR I.D. STATUS DATE AMOUNT DISCOUNT NO STATUS AMOUNT 4 STATE MAINTENANCE SUPPLY INC R 10/20/2017 180853 53.92 6154 6865 MICHAEL S COLE 10/20/2017 180854 244.53 287.05 1 COOK, NICK 10/20/2017 180855 RICKY EUGENE CORNELL 10/20/2017 180856 128.70 4263 COX COMMUNICATIONS KANSAS LLC 10/20/2017 180857 95.77 CRAW-KAN TELEPHONE COOPERATIVE R 70.00 7517 10/20/2017 180858 HERBERT, BARBARA 39.16 10/20/2017 180859 1 2877 KDHE - BUREAU OF WATER R 10/20/2017 180860 20.00 KDHE - BUREAU OF WATER 1,110.00 2877 10/20/2017 180861 LEADEN PROPERTIES LLC 10/20/2017 180862 4,731.63 7305 TAYLOR MARTIN 10/20/2017 180863 128.70 MAXWELL, MIKE 10/20/2017 180864 80.00 1 7697 MARTIN MEDINA 200.00 10/20/2017 180865 7596 PAUL MULIK 10/20/2017 180866 137.00 PITTSBURG STATE ARMY ROTC 10/20/2017 180867 913.87 1 0175 REGISTER OF DEEDS 10/20/2017 180868 18.00 TYLER BUSINESS FORMS 266.94 7808 10/20/2017 180869 0349 UNITED WAY OF CRAWFORD COUNTY 10/20/2017 180870 75.77 R WESTAR ENERGY 10/20/2017 180871 870.88 1108 PITTSBURG FAMILY YMCA 306.66 5371 10/20/2017 180872 PITTSBURG STATE UNIVERSITY 10/26/2017 180879 20.00 6154 4 STATE MAINTENANCE SUPPLY INC R 10/27/2017 180880 129.57

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NAME VENDOR I.D. STATUS DATE AMOUNT DISCOUNT NO STATUS AMOUNT AIRE-MASTER OF AMERICA, INC. 2004 R 10/27/2017 180881 17.22 5561 AT&T MOBILITY R 10/27/2017 180882 96.03 6956 BSN SPORTS, INC 52.80 10/27/2017 180883 MICHAEL S COLE 10/27/2017 180884 154.44 7483 RICKY EUGENE CORNELL 10/27/2017 180885 54.70 7,600.00 DEREK HEIKES 10/27/2017 180886 7463 IMA, INC. 10/27/2017 180887 3,125.00 7680 2877 KDHE - BUREAU OF WATER R 10/27/2017 180888 320.00 7305 10/27/2017 180889 64.35 TAYLOR MARTIN 4121 MCANANY, VAN CLEAVE & PHILLIPS R 10/27/2017 180890 10.00 3,257.02 6536 POLYDYNE INC R 10/27/2017 180891 7755 POP A TOP CARWASH 10/27/2017 180892 96.00 REGISTER OF DEEDS 10/27/2017 180893 35.00 0175 SECURITY 1ST TITLE, LLC 250.00 7270 10/27/2017 180894 7576 SEK URGENT CARE, LLC 10/27/2017 180895 1,080.00 7759 WAYNE F WINDSOR 10/27/2017 180896 4,100.00 VAN BECELAERE MACHINE WORKS, I R 180897 2,585.00 4839 10/27/2017 1108 WESTAR ENERGY 10/27/2017 180898 2,554.40 R WICHITA STATE UNIVERSITY 10/27/2017 180899 75.00 6832 WOOD FARM'S PUMPKIN PATCH 10/27/2017 180900 247.50 WOODS, JEFF 10/27/2017 180901 40.03 10/30/2017 7401 JAMI L CROWDER 180902 1,840.17

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STATUS AMOUNT VENDOR I.D. NAME STATUS DATE AMOUNT DISCOUNT NO 7815 AFFORDABLE OFFICE INTERIORS LL R 11/03/2017 180914 50,000.00 7452 ARMA MEADOWS. LP R 11/03/2017 180915 430.00 BOBCAT OF SPRINGFIELD, INC 309.66 5966 R 11/03/2017 180916 BOWMAN, TRAVIS 11/03/2017 180917 42.80 1 7813 NORMAN L CALDWELL 11/03/2017 180918 1,500.00 CITY OF PITTSBURG 75.00 1616 11/03/2017 180919 95.50 COCKING, LYNEISA 11/03/2017 180920 7814 COLUMBUS PROPERTIES, LP 11/03/2017 180921 910.00 CONRAD FIRE EQUIPMENT INC 3,578.76 0748 11/03/2017 180922 COX COMMUNICATIONS KANSAS LLC 11/03/2017 180923 37.82 4263 4263 COX COMMUNICATIONS KANSAS LLC 11/03/2017 180924 77.23 COX COMMUNICATIONS KANSAS LLC R 11/03/2017 180925 90.11 4263 COX COMMUNICATIONS KANSAS LLC 4263 R 11/03/2017 180926 33.61 7517 CRAW-KAN TELEPHONE COOPERATIVE R 11/03/2017 180927 150.00 7646 CUMMINS, INC. 11/03/2017 180928 3,652.38 6691 THE EMPIRE DISTRICT ELECTRIC C R 11/03/2017 180929 180.00 380.00 6740 FELD FIRE 11/03/2017 180930 FRANKLIN MINERS' MUSEUM 30.00 1 11/03/2017 180931 7812 JAMIE S HALE 11/03/2017 180932 1,178.00 KANSAS GAS SERVICE (ESG) 265.35 7414 11/03/2017 180933 KANSAS LAW ENFORCEMENT TRAININ R 11/03/2017 180934 95.00

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STATUS AMOUNT NAME VENDOR I.D. STATUS DATE AMOUNT DISCOUNT NO LACAL EQUIPMENT INC R 11/03/2017 180936 912.80 6119 7795 LEADEN PROPERTIES LLC R 11/03/2017 180937 15,231.57 6750 HW LOCHNER, BWR DIVISION 236.49 R 11/03/2017 180938 MARTIN MEDINA 11/03/2017 180939 200.00 247.00 7601 MEYER LAW FIRM, LLC 11/03/2017 180940 RANGE SERVANT AMERICA, INC R 11/03/2017 196.62 6948 180941 RHUEMS, JANET 11/03/2017 495.00 180942 7270 SECURITY 1ST TITLE, LLC 11/03/2017 180943 480.00 UNITED WAY OF CRAWFORD COUNTY R 11/03/2017 75.77 0349 180944 US CELLULAR 11/03/2017 180945 88.15 950.00 7053 U.S. PEROXIDE, LLC 11/03/2017 180946 WASTE CORPORATION OF MISSOURI 11/03/2017 180947 831.00 2350 WESTAR ENERGY 11/03/2017 215.81 1108 180950 5371 PITTSBURG FAMILY YMCA 11/03/2017 180951 306.66 STANDARD INSURANCE COMPANY 11/01/2017 999999 1,302.93 0026 CRESTWOOD COUNTRY CLUB 10/23/2017 999999 637.20 ETTINGERS OFFICE SUPPLY 10/23/2017 999999 107.71 0046 4,006.00 0046 ETTINGERS OFFICE SUPPLY 10/30/2017 999999 ETTINGERS OFFICE SUPPLY 11/06/2017 999999 136.49 0046 JOPLIN SUPPLY COMPANY 10/30/2017 999999 381.75 0054 JOPLIN SUPPLY COMPANY 11/06/2017 999999 520.00

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JOHN'S SPORT CENTER, INC.

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DATE RANGE:10/18/2017 THRU 11/06/2017

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NAME VENDOR I.D. STATUS DATE AMOUNT DISCOUNT NO STATUS AMOUNT JOHN'S SPORT CENTER, INC. 999999 0055 E 11/06/2017 120.00 0056 NEWSPAPER HOLDINGS 10/23/2017 999999 586.50 BROOKS PLUMBING LLC 9,473.82 0068 11/06/2017 999999 INTERSTATE EXTERMINATOR, INC. 11/06/2017 999999 410.00 0101 BUG-A-WAY INC 11/06/2017 999999 60.00 PITTSBURG AUTOMOTIVE INC 10/23/2017 999999 103.84 0105 10/30/2017 999999 432.79 0105 PITTSBURG AUTOMOTIVE INC PITTSBURG AUTOMOTIVE INC 0105 11/06/2017 999999 1,070.82 RANDY VILELA TRUCKING & HAULIN 10/23/2017 999999 7,664.00 0109 0109 RANDY VILELA TRUCKING & HAULIN 10/30/2017 999999 2,800.00 2,278.00 0109 RANDY VILELA TRUCKING & HAULIN E 11/06/2017 999999 MARRONES INC 10/23/2017 999999 119.75 0112 MARRONES INC 10/30/2017 999999 72.85 0112 MARRONES INC 11/06/2017 999999 160.95 0112 THE MORNING SUN 10/23/2017 999999 19.00 0117 0117 THE MORNING SUN 10/30/2017 999999 310.88 THE MORNING SUN 11/06/2017 999999 587.09 0117 22,590.00 0133 JIM RADELL CONSTRUCTION INC 10/23/2017 999999 JIM RADELL CONSTRUCTION INC 10/30/2017 999999 4,730.00 0133 10/30/2017 999999 31.95 0181

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TYLER TECHNOLOGIES INC

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DATE RANGE:10/18/2017 THRU 11/06/2017

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CHECK INVOICE CHECK CHECK CHECK NAME VENDOR I.D. STATUS DATE AMOUNT DISCOUNT NO STATUS AMOUNT 999999 0202 CLIFF HIX ENGINEERING INC E 10/30/2017 550.00 0207 PEPSI-COLA BOTTLING CO OF PITT E 10/23/2017 999999 43.30 999999 0276 JOE SMITH COMPANY, INC. 10/30/2017 5.59 0276 JOE SMITH COMPANY, INC. 11/06/2017 999999 101.64 0292 UNIFIRST CORPORATION 10/30/2017 999999 41.20 COPY PRODUCTS, INC. 10/30/2017 999999 1,341.45 0294 PITTSBURG FORD-MERCURY, INC. 11/06/2017 999999 42.88 0300 E HACH COMPANY, INC 0312 10/23/2017 999999 276.59 KP&F 10/20/2017 999999 41,714.77 0321 0321 KP&F 11/03/2017 999999 41,425.98 O'MALLEY IMPLEMENT CO INC 0329 10/30/2017 999999 20.86 O'MALLEY IMPLEMENT CO INC 11/06/2017 999999 34.99 0329 CUSTOM AWARDS, LLC 10/23/2017 999999 88.67 0335 CUSTOM AWARDS, LLC 0335 11/06/2017 999999 25.00 VICTOR L PHILLIPS CO 10/23/2017 999999 36.50 0345 0422 DEMCO, INC 10/23/2017 999999 41.71 DEMCO, INC 10/30/2017 999999 178.73 0422 0438 SEWERS, DRAINS & MORE 10/23/2017 999999 55.00 AMERICAN CONCRETE CO INC 10/30/2017 999999 4,398.74 0516 AMERICAN CONCRETE CO INC 11/06/2017 999999 5,452.11 0516 KDHE 10/30/2017 999999 40.00

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VENDOR SET: 99 City of Pittsburg, KS 80144 BMO HARRIS BANK BANK:

DATE RANGE:10/18/2017 THRU 11/06/2017

STATUS AMOUNT NAME VENDOR I.D. STATUS DATE AMOUNT DISCOUNT NO 0577 KANSAS GAS SERVICE E 10/23/2017 999999 1,191.35 SAM BROWN & SON SHEET METAL 10/30/2017 999999 330.00 0636 425.00 0659 PAYNES INC 10/30/2017 999999 PITTSBURG STATE UNIVERSITY 10/30/2017 999999 12,500.00 0726 777.30 0728 ICMA 10/20/2017 999999 777.30 11/03/2017 999999 0728 ICMA CDL ELECTRIC COMPANY INC 10/23/2017 999999 7.61 0746 0746 CDL ELECTRIC COMPANY INC 10/30/2017 999999 1,190.37 CDL ELECTRIC COMPANY INC 11/06/2017 999999 4,276.39 0746 0753 COUNTY OF CRAWFORD 11/06/2017 999999 12,500.00 0788 SCHREIBER LLC 10/30/2017 999999 983.00 JOHN L CUSSIMANIO 10/30/2017 999999 278.00 0806 TOUCHTON ELECTRIC INC 10/30/2017 999999 60.00 0823 HY-FLO EQUIPMENT CO 77.59 10/30/2017 999999 0844 AVFUEL CORPORATION 10/23/2017 999999 18,211.68 0866 AVFUEL CORPORATION 11/06/2017 999999 17,411.78 WRIGHT RADIATOR SERVICE 10/23/2017 999999 65.00 0911 38,205.75 1050 KPERS 10/20/2017 999999 1050 KPERS 11/03/2017 999999 37,146.10 BARCO MUNICIPAL PRODUCTS INC 10/30/2017 999999 1,818.00 1097 1188 SIMPSONS DATA SERVICES INC 10/30/2017 999999 24.95 KANSASLAND TIRE OF PITTSBURG 1,057.38 1478 E 10/23/2017 999999

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VENDOR SET: 99 City of Pittsburg, KS BANK: 80144 BMO HARRIS BANK DATE RANGE:10/18/2017 THRU 11/06/2017

VENDOR I.D.	NAME	STATU		CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1478	KANSASLAND TIRE OF PITTSBURG	E	10/30	/2017			999999		141.52
1478	KANSASLAND TIRE OF PITTSBURG	E	11/06	/2017			999999	1	1,191.36
1490	ESTHERMAE TALENT	E	10/23	/2017			999999		25.00
1490	ESTHERMAE TALENT	E	10/30	/2017			999999		25.00
1619	MIDWEST TAPE, LLC	E	10/23	/2017			999999		46.77
1704	AMERICAN MEDIA INVESTMENTS	E	10/23	/2017			999999		123.00
1733	BOYD METALS OF JOPLIN INC	E	10/23	/2017			999999		277.35
1733	BOYD METALS OF JOPLIN INC	E	11/06	/2017			999999		63.55
1792	B&L WATERWORKS SUPPLY, LLC	E	10/30	/2017			999999	4	4,459.08
1792	B&L WATERWORKS SUPPLY, LLC	E	11/06	/2017			999999	į	5,220.25
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	10/30	/2017			999999		590.94
2161	RECORDED BOOKS, LLC	E	10/23	/2017			999999		36.00
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	10/23	/2017			999999		631.42
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	10/30	/2017			999999		463.04
2433	THE MORNING SUN	E	10/23	/2017			999999		630.00
2767	BRENNTAG SOUTHWEST, INC	E	10/23	/2017			999999	1	1,758.24
2767	BRENNTAG SOUTHWEST, INC	E	10/30	/2017			999999	1	1,356.00
2767	BRENNTAG SOUTHWEST, INC	E	11/06	/2017			999999	1	1,356.00
2825	KANSAS DEPT OF ADMINISTRATION	E	10/23	/2017			999999		639.03
2841	KDHE	E	10/23	/2017			999999	1	1,430.00
2960	PACE ANALYTICAL SERVICES INC	E	10/23	/2017			999999		930.00
2960	PACE ANALYTICAL SERVICES INC	E	10/30	/2017			999999	1	1,753.00
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VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK

DATE RANGE:10/18/2017 THRU 11/06/2017

VENDOR I.D.	NAME	STATU	S DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT	
2960	PACE ANALYTICAL SERVICES INC	E	11/06/2017			999999		150.00	
2994	COMMERCIAL AQUATIC SERVICE INC	E	10/30/2017			999999		206.74	
3126	W.W. GRAINGER, INC	E	10/30/2017			999999		129.09	
3248	AIRGAS USA LLC	E	11/06/2017			999999	1	1,468.26	
3463	CONTROLS & ELECTRIC MOTOR	E	11/06/2017			999999		127.58	
3971	FASTENAL COMPANY	E	10/23/2017			999999		70.06	
4307	HENRY KRAFT, INC.	E	10/23/2017			999999		252.74	
4489	WEIS FIRE & SAFETY EQUIP. CO.,	E	11/06/2017			999999	1	1,810.00	
4618	TRESA MILLER	E	11/06/2017			999999		661.00	
4621	JCI	E	10/30/2017			999999		515.36	
5014	MID-AMERICA SANITATION	E	10/30/2017			999999		536.30	
5014	MID-AMERICA SANITATION	E	11/06/2017			999999		60.00	
5185	FERGUSON ENTERPRISES INC	E	10/30/2017			999999		320.93	
5275	US LIME COMPANY-ST CLAIR	E	11/06/2017			999999	4	4,523.74	
5340	COMMERCE BANK TRUST	E	10/30/2017			999999	30	0,059.18	
5344	AFFORDABLE ALTERNATIVES INC	E	10/23/2017			999999		239.80	
5514	JOE NOGA	E	10/23/2017			999999	1	1,500.00	
5566	VINYLPLEX INC	E	11/06/2017			999999	3	3,459.40	
5623	CRAWFORD COUNTY CLERK	E	11/06/2017			999999	1	1,575.50	
5855	SHRED-IT US JV LLC	E	10/23/2017			999999		92.65	
5904	TASC	D	10/20/2017			999999	7	7,676.03	
5904	TASC	D	11/03/2017			999999	7	7,138.72	

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DATE RANGE:10/18/2017 THRU 11/06/2017

VENDOR I.D.	NAME	STATU	JS DATE	AMOUN	NT	DISCOUNT	NO	STATUS	AMOUNT	
6175	HENRY C MENGHINI	E	10/23/2017				999999		597.90	
6175	HENRY C MENGHINI	E	10/30/2017				999999		465.00	
6175	HENRY C MENGHINI	E	11/06/2017				999999		286.66	
6192	KATHLEEN CERNE	E	11/06/2017				999999	1	1,000.00	
6298	KEVAN L SCHUPBACH	E	11/06/2017				999999	1	1,500.00	
6415	GREAT WEST TANDEM KPERS 457	D	10/20/2017				999999	3	3,586.00	
6415	GREAT WEST TANDEM KPERS 457	D	11/03/2017				999999	3	3,586.00	
6498	BLUEGLOBES LLC	E	11/06/2017				999999		185.92	
6528	GALE GROUP/CENGAGE	E	10/30/2017				999999		153.54	
6545	CENTER POINT INC	E	10/30/2017				999999		67.11	
6595	AMAZON.COM, INC	E	10/23/2017				999999	13	3,545.51	
6630	PATRICK WALKER	E	11/06/2017				999999		420.00	
6726	BEAU JEPSON	E	11/06/2017				999999		900.00	
6777	DH PACE CO	E	11/06/2017				999999		186.00	
6807	ENVIRONMENTAL RESOURCES	E	10/30/2017				999999		299.64	
6822	ELIZABETH BRADSHAW	E	10/30/2017				999999		572.00	
6936	HAWKINS INC	E	11/06/2017				999999	1	1,201.63	
6952	ADP INC	D	10/20/2017				999999	Ē	5,285.91	
6952	ADP INC	D	10/27/2017				999999		715.18	
6995	SUMMER WARREN	E	10/30/2017				999999		435.00	
7038	SIGNET COFFEE ROASTERS	E	10/30/2017				999999		127.50	
7138	OME CORP, LLC	E	10/23/2017				999999		192.40	

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VENDOR SET: 99 City of Pittsburg, KS
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VENDOR I.D.	NAME	STATU	S DATE	AMOUI	NT D	ISCOUNT	NO	STATUS	AMOUNT	
7167	MAILFINANCE, INC	E	10/23/2017				999999		747.63	
7237	J & R ENGINEERING / MARKETING	E	10/23/2017				999999		600.00	
7283	CORESOURCE, INC	D	10/19/2017				999999	9	,421.24	
7283	CORESOURCE, INC	D	10/26/2017				999999	20	,847.98	
7283	CORESOURCE, INC	D	11/02/2017				999999	13	,174.96	
7283	CORESOURCE, INC	E	11/06/2017				999999	47	,604.14	
7284	TRANSYSTEMS CORPORATION	E	10/30/2017				999999	9	,432.50	
7285	ALLSTATE BENEFITS	D	10/26/2017				999999		799.47	
7290	DELTA DENTAL OF KANSAS INC	D	10/20/2017				999999	3	,129.97	
7290	DELTA DENTAL OF KANSAS INC	D	10/27/2017				999999	2	,145.10	
7290	DELTA DENTAL OF KANSAS INC	D	11/03/2017				999999	2	,529.55	
7407	LIMELIGHT MARKETING LLC	E	10/30/2017				999999	1	,500.00	
7427	OLSSON ASSOCIATES, INC	E	10/30/2017				999999	2	,669.25	
7494	HOMETOWN VILLAGE INC	E	11/06/2017				999999		620.00	
7514	NTHERM, LLC	E	10/23/2017				999999		368.98	
7540	THOMAS W NICHOLS	E	11/06/2017				999999		180.00	
7559	MEGAN LYNN MUNGER	E	10/30/2017				999999		123.00	
7611	STEVENSONS BUSINESS PRODUCTS	E	10/23/2017				999999		60.00	
7611	STEVENSONS BUSINESS PRODUCTS	E	11/06/2017				999999		48.00	
7620	POMP'S TIRE SERVICE INC	E	11/06/2017				999999	1	,985.52	
7630	LIBERTY NATIONAL	D	11/02/2017				999999	1	,939.82	
7667	BRENT'S ELECTRIC, LLC	E	11/06/2017				999999		110.37	

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VENDOR SET: 99 City of Pittsburg, KS
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DATE RANGE:10/18/2017 THRU 11/06/2017

VENDOR I.D.	NAME	STAT	TUS DATE	AMOUNT	DISCOUNT NO	STATUS AMOUNT
7676	YANJU CHEN	E	10/30/2017		999999	14.00
7677	ANNA M SWEANEY	E	10/30/2017		999999	105.00
7793	QUEENB TELEVISION OF KANSAS/	MI E	10/30/2017		999999	845.00
7800	MORGAN ALYSE PANOVICH	E	10/30/2017		999999	205.00
7806	CORE & MAIN LP	E	11/06/2017		999999	5,441.95
7807	TENTCRAFT, INC	E	10/23/2017		999999	5,683.50
7809	MID-WEST FERTILIZER INC	E	10/23/2017		999999	1,532.50
* * TOTALS * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	80			121,263.02	0.00	121,263.02
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	21			243,326.06	0.00	243,326.06
EFT:	148			323,262.48	0.00	323,262.48
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBI	TS	0.00			
	VOID CRED	ITS	0.00	0.00	0.00	
TOTAL ERRORS: 0						
	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 8014	4TOTALS: 249			687,851.56	0.00	687,851.56
BANK: 80144 TOTALS:	249			687,851.56	0.00	687,851.56

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VENDOR SET: 99 City of Pittsburg, KS BANK: EFT MANUAL EFTS

DATE RANGE:10/18/2017 THRU 11/06/2017

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7028 999999 MATTHEW L. FRYE E 10/31/2017 400.00 * * TOTALS * * NO INVOICE AMOUNT DISCOUNTS CHECK AMOUNT REGULAR CHECKS: 0 0.00 0.00 0.00 HAND CHECKS: 0.00 0.00 0.00 DRAFTS: 0.00 0.00 0.00 0 EFT: 400.00 0.00 400.00 NON CHECKS: 0 0.00 0.00 0.00

TOTAL ERRORS: 0

VOID CHECKS:

VENDOR SET: 99 BANK: EFT TOTALS: 1 INVOICE AMOUNT DISCOUNTS CHECK AMOUNT 400.00 0.00 400.00

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VENDOR SET: 99 City of Pittsburg, KS BANK: HAP BMO HARRIS BANK-HAP DATE RANGE:10/18/2017 THRU 11/06/2017

			CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR I.D.	NAME	STATU		AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
6585	CLASS HOMES 1 LLC	R	11/01/2017			180903		141.00
7585	ECONOMIC SECURITY CORPORATION	R	11/01/2017			180904		365.32
6182	ALAN FELDHAUSEN	R	11/01/2017			180905	1	1,569.00
7782	HOUSING AUTHORITY OF KANSAS CI	R	11/01/2017			180906		817.61
7616	STEVE KUPLEN	R	11/01/2017			180907	2	2,399.30
1601	GRAIG MOORE	R	11/01/2017			180908	1	1,594.00
1800	DAN RODABAUGH	R	11/01/2017			180909		767.00
6451	NAZAR SAMAN	R	11/01/2017			180910		421.00
0472	LARRY SPRESSER, LLC	R	11/01/2017			180911		564.00
4636	WESTAR ENERGY, INC. (HAP)	R	11/01/2017			180912		796.00
0855	CHARLES HOSMAN	E	11/02/2017			999999		24.00
1008	BENJAMIN M BEASLEY	E	11/02/2017			999999	1	1,066.00
1231	JOHN LOVELL	E	11/02/2017			999999	1	1,517.84
1337	DOUGLAS E THOMAS	E	11/02/2017			999999		159.00
1609	PHILLIP H O'MALLEY	E	11/02/2017			999999	4	4,238.00
1638	VERNON W PEARSON	E	11/02/2017			999999		678.00
1688	DORA WARE	E	11/02/2017			999999		553.00
1982	KENNETH N STOTTS, SR	E	11/02/2017			999999		766.00
2304	DENNIS HELMS	E	11/02/2017			999999		344.00
2542	CHARLES YOST	E	11/02/2017			999999		340.00
2624	JAMES ZIMMERMAN	E	11/02/2017			999999		626.00
2850	VENITA STOTTS	E	11/02/2017			999999		492.00
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A/P HISTORY CHECK REPORT

11/06/2017 2:39 PM

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE:10/18/2017 THRU 11/06/2017

VENDOR I.D.	NAME	STATU	CHECK IS DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2913	KENNETH N STOTTS JR	E	11/02/2017			999999		497.00
3067	STEVE BITNER	E	11/02/2017			999999	:	3,760.00
3082	JOHN R JONES	E	11/02/2017			999999		360.00
3114	PATRICIA BURLESON	E	11/02/2017			999999		879.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	11/02/2017			999999	-	1,076.96
3162	THOMAS A YOAKAM	E	11/02/2017			999999		221.00
3193	WILLIAM CROZIER	E	11/02/2017			999999		972.00
3218	CHERYL L BROOKS	E	11/02/2017			999999		128.00
3272	DUNCAN HOUSING LLC	E	11/02/2017			999999	:	1,358.00
3273	RICHARD F THENIKL	E	11/02/2017			999999	:	1,215.00
3294	JOHN R SMITH	E	11/02/2017			999999		323.00
3593	REMINGTON SQUARE APARTMENTS ,	E	11/02/2017			999999	8	8,605.85
3668	MID AMERICA PROPERTIES OF PITT	E	11/02/2017			999999	:	2,741.00
3708	GILMORE BROTHERS RENTALS	E	11/02/2017			999999		297.00
3724	YVONNE L. ZORNES	E	11/02/2017			999999		818.00
3746	JAROLD BONBRAKE	E	11/02/2017			999999		491.00
4054	MICHAEL A SMITH	E	11/02/2017			999999		748.00
4218	MEADOWLARK TOWNHOUSES	E	11/02/2017			999999	4	4,280.00
4492	PITTSBURG SENIORS	E	11/02/2017			999999	4	4,183.00
4523	TODD A TROWBRIDGE	E	11/02/2017			999999		151.00
4786	JENNIFER STANLEY	E	11/02/2017			999999		119.00
4928	PITTSBURG STATE UNIVERSITY	E	11/02/2017			999999		456.00

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VENDOR SET: 99 City of Pittsburg, KS BANK: HAP BMO HARRIS BANK-HAP DATE RANGE:10/18/2017 THRU 11/06/2017

			CHECK	INVOICE		CHECK	CHECK	CHECK	
VENDOR I.D.	NAME	STATU	JS DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT	
5039	VANETA MATHIS	E	11/02/2017			999999		273.00	
5393	CARLOS ANGELES	E	11/02/2017			999999	1	1,826.00	
5549	DELBERT BAIR	E	11/02/2017			999999		252.00	
5653	PEGGY HUNT	E	11/02/2017			999999		113.00	
5658	DEANNA J HIGGINS	E	11/02/2017			999999		189.00	
5676	BARBARA TODD	E	11/02/2017			999999		61.00	
5834	DENNIS TROUT	E	11/02/2017			999999		35.00	
5885	CHARLES T GRAVER	E	11/02/2017			999999		390.00	
5906	JOHN HINRICHS	E	11/02/2017			999999		209.00	
5939	EDNA RUTH TRENT IRREVOCABLE TR	E	11/02/2017			999999		244.00	
5957	PASTEUR PROPERTIES LLC	E	11/02/2017			999999	6	5,246.00	
5961	LARRY VANBECELAERE	E	11/02/2017			999999		425.00	
6002	SALLY THRELFALL	E	11/02/2017			999999		227.00	
6062	MARC D SCHROEDER	E	11/02/2017			999999		711.70	
6090	RANDAL BENNEFELD	E	11/02/2017			999999	1	1,324.00	
6108	TILDEN BURNS	E	11/02/2017			999999		27.00	
6130	T & K RENTALS LLC	E	11/02/2017			999999		877.00	
6161	MICHAEL J STOTTS	E	11/02/2017			999999		177.00	
6172	ANDREW ALEX WACHTER	E	11/02/2017			999999		293.00	
6227	REGGIE BOLLINGER	E	11/02/2017			999999		736.00	
6295	DAVID L PETERSON	E	11/02/2017			999999		845.00	
6298	KEVAN L SCHUPBACH	E	11/02/2017			999999	6	5,648.83	
4									

A/P HISTORY CHECK REPORT

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VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE:10/18/2017 THRU 11/06/2017

THENDON T. D.	NAME.	Oma mu		ECK	INVOICE	D.T.G.GOVINIE	CHECK	CHECK	CHECK
VENDOR I.D.	NAME	STATU		ATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
6306	BALKANS DEVELOPMENT LLC	E	11/02/2	017			999999		474.00
6322	R JAMES BISHOP	E	11/02/2	017			999999		586.00
6391	DOWNTOWN PITTSBURG HOUSING PAR	E	11/02/2	017			999999	1	,520.00
6394	KEVIN HALL	E	11/02/2	017			999999	2	2,412.00
6441	HEATHER D MASON	E	11/02/2	017			999999	1	,049.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	11/02/2	017			999999	1	,057.00
6655	B&H DEVELOPERS, INC	E	11/02/2	017			999999	6	5,693.00
6657	OZARKS AREA COMMUNITY ACTION C	E	11/02/2	017			999999		449.63
6673	JUDITH A COLLINS	E	11/02/2	017			999999		192.00
6868	DAVID SIMPSON (308)	E	11/02/2	017			999999		214.00
6886	DELBERT BAIR	E	11/02/2	017			999999		438.00
6916	STILWELL HERITAGE & EDUCATIONA	E	11/02/2	017			999999	4	1,398.84
6953	CARL ULEPICH	E	11/02/2	017			999999		336.00
7024	KIMBERLY GRISSOM	E	11/02/2	017			999999		540.00
7083	PITTSBURG HEIGHTS, LP	E	11/02/2	017			999999	5	3,360.00
7112	RANDY VILELA	E	11/02/2	017			999999		806.00
7220	TIMOTHY ADAM	E	11/02/2	017			999999		182.00
7222	MICHAEL WILBER	E	11/02/2	017			999999		122.00
7294	AMMP PROPERTIES, LLC	E	11/02/2	017			999999		836.00
7312	JASON HARRIS	E	11/02/2	017			999999		255.00
7326	RANDY ALLEE	E	11/02/2	017			999999		272.00
7344	TERRY O BARTLOW	E	11/02/2	017			999999		239.00

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VENDOR SET: 99 City of Pittsburg, KS BANK: HAP BMO HARRIS BANK-HAP DATE RANGE:10/18/2017 THRU 11/06/2017

THOMAS E SILOVSKY E 11/02/2017 ROBERT COBB E 11/02/2017 P99999 26: 7579 ROBERT COBB E 11/02/2017 P99999 26: 7581 REX LINVILLE E 11/02/2017 P99999 37: 7582 KIRK A DUNCAN E 11/02/2017 P99999 38: 76: 76: 8 JENNY MUELLER E 11/02/2017 P99999 28: 76: 76: 8 JENNY MUELLER E 11/02/2017 P99999 1,13: 76: 76: 9 CHARLES R ALLEN E 11/02/2017 P99999 85: 76: 76: 9 CHARLES R ALLEN E 11/02/2017 P99999 1,24: 77: 77: 1 LAWRENCE E GIGER E 11/02/2017 P99999 24: 77: 77: 1 LAWRENCE E GIGER E 11/02/2017 P99999 24: 77: 77: 1 LAWRENCE E GIGER E 11/02/2017 P99999 24: 77: 77: 1 LAWRENCE E GIGER E 11/02/2017 P99999 24: 77: 77: 1 DELBERT BAIR E 11/02/2017 P99999 26: 26: 26: 26: 26: 26: 26: 26: 26: 26	VENDOR I.D.	NAME	STATU	CHECK US DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
7579 ROBERT CORB E 11/02/2017 999999 26 7581 REX LINVILLE E 11/02/2017 999999 37 7582 KIRK A DUNCAN E 11/02/2017 999999 38 7612 ENDICOTT RENTALS, LLC E 11/02/2017 999999 56 7638 JENNY MUELLER E 11/02/2017 999999 28 7654 A & R RENTALS, LLC E 11/02/2017 999999 1,13 7655 CHARLES R ALLEN E 11/02/2017 999999 85 7669 CHARLES R ALLEN E 11/02/2017 999999 55 7669 CHARLES GILMORE E 11/02/2017 999999 24 7717 LAWRENCE E GIGER E 11/02/2017 999999 47 7741 SUSAN E ADAMS E 11/02/2017 999999 47 7741 SUSAN E ADAMS E 11/02/2017 999999 21 7777 DELBERT BAIR E 11/02/2017 999999 31 7783 NATHAN MAGER E 11/02/2017 999999 31 7783 NATHAN MAGER E 11/02/2017 999999 27 *** T O T A L S *** REGULAR CHECKS: 10 0 0.00 0.00 9,43 HAND CHECKS: 0 0 0.00 0.00 0.00 101,55 NON CHECKS: 0 0 0.00 0.00 0.00 101,55 VOID CHECKS: 0 0 VOID DEBITS 0.00 VOID CHECKS: 0 0 0.00 0.00 0.00 101,55 VOID CHECKS: 0 1 0.00 0.00 0.00 0.00 101,55 VOID CHECKS: 0 0 VOID DEBITS 0.00 0.00 0.00 0.00 101,55 VOID CHECKS: 0 1 NO INVOICE AMOUNT DISCOUNTS CHECK AMOUNT	7393	TERESA MCCLURE	E	11/02/2017		999999	220.00
7581 REX LINVILLE E 11/02/2017 999999 37.7582 KIRK A DUNCAN E 11/02/2017 999999 39.7582 KIRK A DUNCAN E 11/02/2017 999999 39.7612 ENDICOTT RENTALS, LLC E 11/02/2017 999999 26.7638 JENNY MUELLER E 11/02/2017 999999 26.7658 JENNY MUELLER E 11/02/2017 999999 1.133.7659 CHARLES R ALLEN E 11/02/2017 999999 3.55668 JOHN BEST E 11/02/2017 999999 3.55669 CHARLES GILMORE E 11/02/2017 999999 2.447717 LAWRENCE E GIGER E 11/02/2017 999999 2.447717 LAWRENCE E GIGER E 11/02/2017 999999 2.47711 SUSAN E ADAMS E 11/02/2017 999999 2.47711 SUSAN E ADAMS E 11/02/2017 999999 3.317777 DELBERT BAIR E 11/02/2017 999999 3.317777 DELBERT BAIR E 11/02/2017 999999 3.3177783 NATHAN MAGGE E 11/02/2017 999999 2.75783 NATHAN MAGGE E 11/02/2017 999999 2.757	7562	THOMAS E SILOVSKY	E	11/02/2017		999999	262.00
TS82 KIRK A DUNCAN E 11/02/2017 999999 391 7612 ENDICOTT RENTALS, LLC E 11/02/2017 999999 566 7638 JENNY MUELLER E 11/02/2017 999999 261 7654 A & RENTALS, LLC E 11/02/2017 999999 1,133 7659 CHARLES R ALLEN E 11/02/2017 999999 851 7668 JOHN BEST E 11/02/2017 999999 57 7669 CHARLES GILMORE E 11/02/2017 999999 244 7717 LAWRENCE E GIGER E 11/02/2017 999999 47 7711 SUSAN E ADAMS E 11/02/2017 999999 21 7777 DELBERT BAIR E 11/02/2017 999999 31 7778 DELBERT BAIR E 11/02/2017 999999 31 7783 NATHAN MAGEE E 11/02/2017 999999 37 ** T O T A L S ** NO INVOICE AMOUNT DISCOUNTS CHECK AM REGULAR CHECKS: 0 0.00 0.00 0.00 ** TOTAL ERCORS: 0 0.00 0.00 0.00 ** TOTAL ERCORS: 0 0.00 0.00 0.00 ** TOTAL ERCORS: 0 0.00 0.00 0.00 ** VOID CHECKS: 0 VOID DEBITS 0.00 ** VOID CHECKS: 0 0.00 0.00 0.00 ** TOTAL ERRORS: 0	7579	ROBERT COBB	E	11/02/2017		999999	263.00
7612 ENDICOTT RENTALS, LLC E 11/02/2017 999999 56: 7638 JENNY MUELLER E 11/02/2017 999999 28: 7654 A & RENTALS, LLC E 11/02/2017 999999 1,13: 7659 CHARLES RALLEN E 11/02/2017 999999 85: 7668 JOHN BEST E 11/02/2017 999999 5: 7669 CHARLES GILMORE E 11/02/2017 999999 24: 7717 LAWRENCE E GIGER E 11/02/2017 999999 47: 7741 SUSAN E ADAMS E 11/02/2017 999999 21: 7777 DELBERT BAIR E 11/02/2017 999999 38: 7781 TAWIL PROPERTIES, LLC E 11/02/2017 999999 31: 7783 NATHAN MAGEE E 11/02/2017 999999 27: ** T O T A L S ** NO INVOICE AMOUNT DISCOUNTS CHECK AM REGULAR CHECKS: 0 0.00 0.00 0.00 6.00 6.00 6.00 6.00 6	7581	REX LINVILLE	E	11/02/2017		999999	379.00
7638 JENNY MUELLER E 11/02/2017 999999 285 7654 A & R RENTALS, LLC E 11/02/2017 999999 1,133 7659 CHARLES R ALLEN E 11/02/2017 999999 856 7668 JOHN BEST E 11/02/2017 999999 55 7669 CHARLES GILMORE E 11/02/2017 999999 244 7717 LAWRENCE E GIGER E 11/02/2017 999999 477 7741 SUSAN E ADAMS E 11/02/2017 999999 477 7777 DELBERT BAIR E 11/02/2017 999999 317 7777 DELBERT BAIR E 11/02/2017 999999 317 7783 NATHAN MAGEE E 11/02/2017 999999 27 ** T O T A L S ** NO INVOICE AMOUNT DISCOUNTS CHECK AMM PARTS: 0 0 0.00 0.00 9,437 HAND CHECKS: 10 9,434.23 0.00 9,437 HAND CHECKS: 0 10 0.00 0.00 0.00 0.00 101,356 NOT EFT: 94 101,354.65 0.00 101,356 NOT CHECKS: 0 0.00 0.00 0.00 0.00 101,356 NOT CHECKS: 0 0.00 0.00 0.00 0.00 101,356 NOT CHECKS: 0 0 0.00 0.00 0.00 0.00 101,356 NOT CHECKS: 0 0 0.00 0.00 0.00 0.00 101,356 NOT CHECKS: 0 0 0.00 0.00 0.00 0.00 0.00 101,356 NOT CHECKS: 0 0 0.00 0.00 0.00 0.00 0.00 0.00 0.0	7582	KIRK A DUNCAN	E	11/02/2017		999999	398.00
7654 A & R RENTALS, LLC E 11/02/2017 999999 1.133 7659 CHARLES R ALLEN E 11/02/2017 999999 851 7668 JOHN BEST E 11/02/2017 999999 5.5 7669 CHARLES GILMORE E 11/02/2017 999999 245 7717 LAWRENCE E GIGER E 11/02/2017 999999 4.77 7741 SUSAN E ADAMS E 11/02/2017 999999 217 7777 DELBERT BAIR E 11/02/2017 999999 316 7781 TAWIL PROPERTIES, LLC E 11/02/2017 999999 317 7783 NATHAN MAGEE E 11/02/2017 999999 27 ** T O T A L S ** NO INVOICE AMOUNT DISCOUNTS CHECK AMM PARTS: 0 0.00 0.00 0.00 9.43 ** HAND CHECKS: 10 9.434.23 0.00 9.43 ** HAND CHECKS: 0 0.00 0.00 0.00 0.00 0.00 ** DRAFTS: 0 0.00 0.00 0.00 0.00 0.00 ** OUT CHECKS: 0 VOID DEBITS 0.00 0.00 0.00 0.00 ** OUT CHECKS: 0 VOID CREDITS 0.00 0.00 0.00 0.00 ** TOTAL ERRORS: 0 INVOICE AMOUNT DISCOUNTS CHECK AMM POUNT CHECKS: 0 0.00 0.00 0.00 0.00 0.00 ** TOTAL ERRORS: 0 INVOICE AMOUNT DISCOUNTS CHECK AMM POUNT CHECKS: 0 0.00 0.00 0.00 0.00 0.00 0.00 0.00	7612	ENDICOTT RENTALS, LLC	E	11/02/2017		999999	563.00
7659 CHARLES R ALLEN E 11/02/2017 999999 856 7668 JOHN BEST E 11/02/2017 999999 55 7669 CHARLES GILMORE E 11/02/2017 999999 249 7717 LAWRENCE E GIGER E 11/02/2017 999999 477 7741 SUSAN E ADAMS E 11/02/2017 999999 227 7777 DELBERT BAIR E 11/02/2017 999999 386 7781 TAWIL PROPERTIES, LLC E 11/02/2017 999999 317 7783 NATHAN MAGEE E 11/02/2017 999999 277 7783 NATHAN MAGEE E 11/02/2017 999999 277 ** T O T A L S ** NO INVOICE AMOUNT DISCOUNTS CHECK AMOREM PARTS: 0 0.00 0.00 0.00 0.00 0.00 0.00 0.00	7638	JENNY MUELLER	E	11/02/2017		999999	281.00
7668 JOHN BEST E 11/02/2017 999999 5: 7669 CHARLES GILMORE E 11/02/2017 999999 24: 7717 LAWRENCE E GIGER E 11/02/2017 999999 47: 7741 SUSAN E ADAMS E 11/02/2017 999999 21: 7777 DELBERT BAIR E 11/02/2017 999999 36: 7781 TAWIL PROPERTIES, LLC E 11/02/2017 999999 31: 7783 NATHAN MAGEE E 11/02/2017 999999 27: * * T O T A L S * * NO INVOICE AMOUNT DISCOUNTS CHECK AMOUN	7654	A & R RENTALS, LLC	E	11/02/2017		999999	1,132.00
7669 CHARLES GILMORE E 11/02/2017 999999 245 7717 LAWRENCE E GIGER E 11/02/2017 999999 477 7741 SUSAN E ADAMS E 11/02/2017 999999 217 7777 DELBERT BAIR E 11/02/2017 999999 386 7781 TAWIL PROPERTIES, LLC E 11/02/2017 999999 317 7783 NATHAN MAGEE E 11/02/2017 999999 276 * * * T O T A L S * * NO INVOICE AMOUNT DISCOUNTS CHECK AMW REGULAR CHECKS: 10 9,434.23 0.00 9,437 HAND CHECKS: 0 0 0.00 0.00 0.00 0.00 0.00 0.00 0.0	7659	CHARLES R ALLEN	E	11/02/2017		999999	850.00
7717 LAWRENCE E GIGER E 11/02/2017 999999 477. 7741 SUSAN E ADAMS E 11/02/2017 999999 21' 7777 DELBERT BAIR E 11/02/2017 999999 386 7781 TAWIL PROPERTIES, LLC E 11/02/2017 999999 31' 7783 NATHAN MAGEE E 11/02/2017 999999 27' * * T O T A L S * * NO INVOICE AMOUNT DISCOUNTS CHECK AMORE EFF: 94 101,354.65 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	7668	JOHN BEST	E	11/02/2017		999999	53.00
7741 SUSAN E ADAMS E 11/02/2017 999999 21' 7777 DELBERT BAIR E 11/02/2017 999999 38' 7781 TAWIL PROPERTIES, LLC E 11/02/2017 999999 31' 7783 NATHAN MAGEE E 11/02/2017 999999 27' ** T O T A L S ** NO INVOICE AMOUNT DISCOUNTS CHECK AM' REGULAR CHECKS: 10 9,434.23 0.00 9,434. HAND CHECKS: 0 0.00 0.00 0.00 0.00 DRAFTS: 0 0.00 0.00 0.00 0.00 EFT: 94 101,354.65 0.00 101,354.65 NON CHECKS: 0 0.00 0.00 0.00 0.00 VOID CHECKS: 0 0 VOID DEBITS 0.00 VOID CHECKS: 0 0 0.00 0.00 0.00 TOTAL ERRORS: 0	7669	CHARLES GILMORE	E	11/02/2017		999999	249.00
7777 DELBERT BAIR E 11/02/2017 999999 380 7781 TAWIL PROPERTIES, LLC E 11/02/2017 999999 31' 7783 NATHAN MAGEE E 11/02/2017 999999 27' * * T O T A L S * * NO INVOICE AMOUNT DISCOUNTS CHECK AMOUNT PROPERTIES DO DO DAFTS: DO DAFTS: DO DO DO DO DO DO DAFTS: DO DAFTS: DO DO	7717	LAWRENCE E GIGER	E	11/02/2017		999999	472.00
7781 TAWIL PROPERTIES, LLC E 11/02/2017 999999 317 7783 NATHAN MAGEE E 11/02/2017 999999 27 * * T O T A L S * * NO INVOICE AMOUNT DISCOUNTS CHECK AMM REGULAR CHECKS: 10 9,434.23 0.00 9,434. HAND CHECKS: 0 0.00 0.00 0.00 0.00 0.00 0.00 0.00	7741	SUSAN E ADAMS	E	11/02/2017		999999	217.00
7783 NATHAN MAGEE E 11/02/2017 999999 27- * * T O T A L S * * * NO INVOICE AMOUNT DISCOUNTS CHECK AMO REGULAR CHECKS: 10 9,434.23 0.00 9,434 HAND CHECKS: 0 0.00 0.00 0.00 DRAFTS: 0 0.00 0.00 0.00 EFT: 94 101,354.65 0.00 101,354.65 NON CHECKS: 0 VOID DEBITS 0.00 VOID CHECKS: 0 VOID DEBITS 0.00 TOTAL ERRORS: 0 NO INVOICE AMOUNT DISCOUNTS CHECK AMO TOTAL ERRORS: 0	7777	DELBERT BAIR	E	11/02/2017		999999	380.00
* * T O T A L S * * NO INVOICE AMOUNT DISCOUNTS CHECK AMM REGULAR CHECKS: 10 9,434.23 0.00 9,434 HAND CHECKS: 0 0.00 0.00 0.00 DRAFTS: 0 0.00 0.00 0.00 EFT: 94 101,354.65 0.00 101,354 NON CHECKS: 0 VOID DEBITS 0.00 VOID CHECKS: 0 VOID DEBITS 0.00 TOTAL ERRORS: 0	7781	TAWIL PROPERTIES, LLC	E	11/02/2017		999999	317.00
REGULAR CHECKS: 10 9,434.23 0.00 9,434.23 HAND CHECKS: 0 0.00 0.00 0.00 0.00 DRAFTS: 0 0.00 0.00 0.00 0.00 0.00 0.00 0.00 101,354.65 0.00 101,355. 0.00<	7783	NATHAN MAGEE	E	11/02/2017		999999	274.00
VOID CHECKS: 0 VOID DEBITS 0.00 VOID CREDITS 0.00 TOTAL ERRORS: 0 NO INVOICE AMOUNT DISCOUNTS CHECK AMOUNT	REGULAR CHECKS: HAND CHECKS: DRAFTS: EFT:	10 0 0 94			9,434.23 0.00 0.00 101,354.65	0.00 0.00 0.00 0.00	CHECK AMOUNT 9,434.23 0.00 0.00 101,354.65 0.00
NO INVOICE AMOUNT DISCOUNTS CHECK AMO							
	TOTAL ERRORS: 0						
	VENDOR SET: 99 BANK: HAI						CHECK AMOUNT 110,788.88
BANK: HAP TOTALS: 104 110,788.88 0.00 110,788	BANK: HAP TOTALS:	104			110,788.88	0.00	110,788.88

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VENDOR SET: 99 City of Pittsburg, KS
BANK: TBRA BMO HARRIS BANK-TBRA
DATE RANGE:10/18/2017 THRU 11/06/2017

			CHECK	INVOICE	СН	ECK	CHECK	CHECK
VENDOR I.D.	NAME	STATU		AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
1231	JOHN LOVELL	E	11/02/2017		99	9999		440.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	11/02/2017		99	9999		865.00
5534	SYCAMORE VILLAGE APARTMENTS	E	11/02/2017		99	9999		973.00
6298	KEVAN L SCHUPBACH	E	11/02/2017		99	9999		700.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	11/02/2017		99	9999		441.00
6655	B&H DEVELOPERS, INC	E	11/02/2017		99	9999		600.00
6916	STILWELL HERITAGE & EDUCATIONA	E	11/02/2017		99	9999		465.00
7654	A & R RENTALS, LLC	E	11/02/2017		99	9999		700.00
7805	KIRK DARROW	E	11/02/2017		99	9999		550.00
7810	KOSMAN ENTERPRISES LLC	E	11/02/2017		99	9999		283.00
* * TOTALS * *	NO			INVOICE AMOUNT	DISCOUNT	10	QUEQU	C AMOUNT
REGULAR CHECKS:	0			0.00	0.0		CHECK	0.00
HAND CHECKS:	0			0.00	0.0			0.00
DRAFTS:	0			0.00	0.0	0		0.00
EFT:	10			6,017.00	0.0	0	6	5,017.00
NON CHECKS:	0			0.00	0.0	0		0.00
VOID CHECKS:	0 VOID DEBITS		0.00	0.00	0.0	0		
TOTAL ERRORS: 0	VOID CREDIT	S	0.00	0.00	0.0	U		
VENDOR SET: 99 BANK: T	NO BRA TOTALS: 10			INVOICE AMOUNT 6,017.00	DISCOUNT 0.0			AMOUNT 5,017.00
BANK: TBRA TOTALS:	10			6,017.00	0.0	0	6	5,017.00
REPORT TOTALS:	364			805,057.44	0.0	0	805	5,057.44

Passed and approved this 14 th	day of October, 2017.	
	Michael Gray, Mayor	
ATTEST:		
Tammy Nagel, City Clerk		



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170 www.pittks.org

Interoffice Memorandum

TO: DARON HALL

City Manager

FROM: CAMERON ALDEN

Director of Public Works

DATE: October 23, 2017

SUBJECT: Agenda Item – November 14, 2017

PUBLIC HEARING

Request to Vacate Utility Easement Located in the 2800 Block of North

Broadway

The Zoning Administrator has reviewed a request submitted by Gator Greenwill to vacate a North/South utility easement located in the 2800 Block of North Broadway (see attached map).

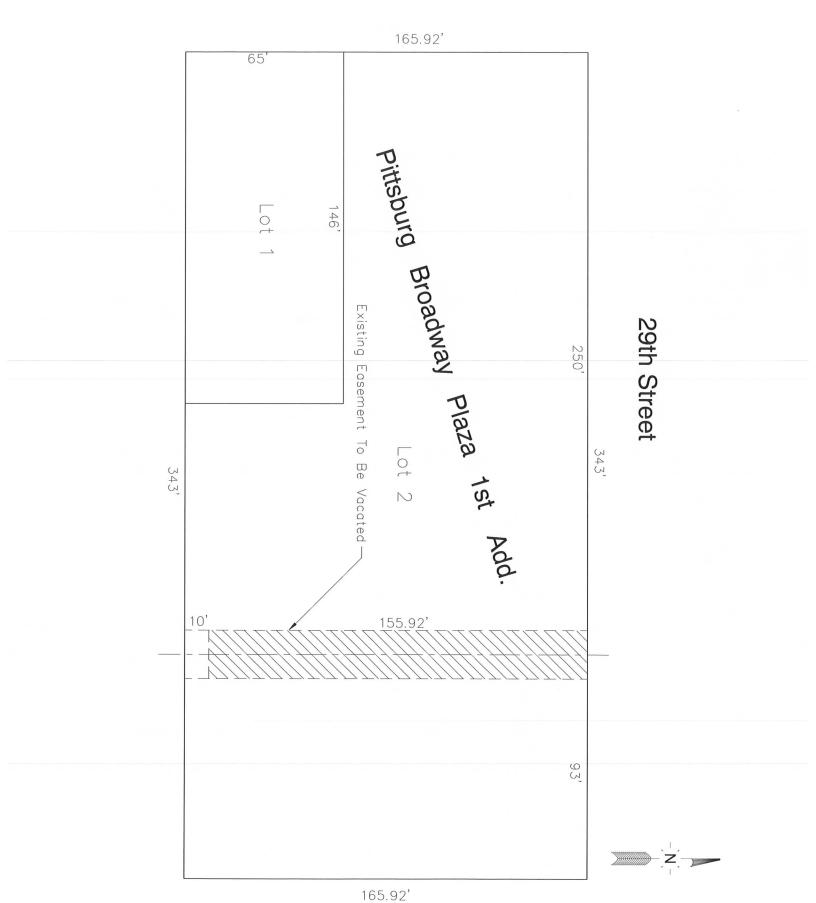
The legal description reads as: 10 feet either side of the described line: Beginning at the Northwest Corner of Lot 2, Thence East and Parallel to the North Line of Said Lot 250.00 Feet to a Point of Beginning; Thence South and Parallel to the East Line of Said Lot 155.92 feet to a Point Being 10.00 Feet North and 93.00 Feet West of the Southeast Corner of Said Lot All Located in Pittsburg Plaza First Addition to City of Pittsburg, Crawford County, Kansas. There is currently a structure located in this easement and the easement is not being utilized by the City or any public utility.

After reviewing all the evidence presented, the Zoning Administrator recommends the Governing Body **approve** the vacation of this easement. This recommendation will be presented to the Governing Body for their consideration during a **PUBLIC HEARING** scheduled for Tuesday, November 14, 2017. Action being requested is to review this request and, if approved, direct the City Attorney to prepare the necessary Order.

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

Attachment: Map

Broadway



(Published in The Morning Sun on November 17th, 2017)

RESOLUTION NO. 1199

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PITTSBURG, KANSAS, AMENDING RESOLUTION NO. 1193 ESTABLISHING EQUIVALENT RESIDENTIAL UNIT, ERU RATE AND UNDEVELOPED PROPERTY RATE; AND PROVIDING AN EFFECTIVE DATE OF JANUARY 1, 2018.

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

WHEREAS, the City Manager has recommended to the City Commission pursuant to Pittsburg City Code Section 82-546 that the ERU rate as set by Resolution No. 1193 be increased as set forth below;

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

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

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

- <u>Section 1.</u> **ERU Established.** The Equivalent Residential Unit is hereby established to be 3,106 square feet of impervious area.
- Section 2. ERU Rate Established As of January 1, 2018. The ERU Rate to be charged for Stormwater Management Utility Fees for each ERU is hereby established to be \$3.90 per month as of January 1, 2018.
- Section 3. Undeveloped Property Rate Established. The Underdeveloped Property Rate to be charged for Stormwater Management Utility Fees for each acre of Undeveloped Property is hereby established to be 0 percent.

Section 4. This Resolution shall become effective on January 1, 2018.

ADOPTED AT A REGULAR COMMISSION MEETING this 14th day of November, 2017.

	Mayor – Michael Gray	
ATTEST:		
City Clerk - Tammy Nagel		



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 27, 2017

SUBJECT: 2018 Water Rates, Sewer Rates and Stormwater Fees

The 2018 Adopted Budget included a 1% water and sewer rate and stormwater fee increase for fiscal year 2018. This rate increase equates to approximately \$84,000 in additional utility revenue. Staff is recommending the approval of a 1% rate increase for water and sewer rates and stormwater fees effective January 1, 2018.

cc: Tammy Nagel, City Clerk

(Published in The Morning Sun on November 17th, 2017)

ORDINANCE NO. G-1271

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

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

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

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

a.	 Within the City of Pittsburg, Kansas: (1) All water consumed not in excess of 200 cubic feet per month, minimum charge (2) The next 300 cubic feet per month, per 100 cubic feet (3) The next 1,500 cubic feet per month, per 100 cubic feet (4) The next 8,000 cubic feet per month, per 100 cubic feet (5) The nest 8,000 cubic feet per month, per 100 cubic feet (6) The next 8,000 cubic feet per month, per 100 cubic feet (7) The next 74,000 cubic feet per month, per 100 cubic feet (8) All in excess of 100,000 cubic feet per month, per 100 cubic feet 	\$11.68 \$ 4.85 \$ 4.56 \$ 4.34 \$ 4.04 \$ 3.84 \$ 3.56
b.	Outside the City: (1) All water consumed not in excess of 200 cubic feet Per month, minimum charge (2) The next 300 cubic feet per month, per 100 cubic feet (3) The next 1,500 cubic feet per month, per 100 cubic feet (4) The next 8,000 cubic feet per month, per 100 cubic feet (5) The next 8,000 cubic feet per month, per 100 cubic feet (6) The next 8,000 cubic feet per month, per 100 cubic feet (7) The next 74,000 cubic feet per month, per 100 cubic feet (8) All in excess of 100,000 cubic feet per month, per 100 cubic feet	\$23.33 \$ 8.57 \$ 6.69 \$ 4.85 \$ 4.56 \$ 4.34 \$ 4.04

Section Two. This Ordinance shall take effect and be in force and apply to all water rates and minimum charges beginning January 1, 2018, and after having been passed and published in the official City newspaper.

Passed and Approved this 14th day of November, 2017.

	Michael Gray - Mayor	_
Tammy Nagel – City Clerk	_	

ORDINANCE NO G-1272

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

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

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

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

- 1. For each sewer connection to the sewer disposal system of the City, whether the connection is for single, or multi-family residence, apartment, dormitory, hotel, rooming house, institution, business, commercial, industrial or governmental property, a minimum monthly service charge and, in addition, a monthly user charge based on the quantity of water used on the premises and/or discharged to the sanitary sewer, according to the following schedule:
 - a. Inside the City:
 - (1) Minimum Service Charge for usage not in excess
 of 200 cubic feet per month
 \$20.38
 (2) User Charge per each additional 100 cubic feet per month
 \$2.93
 - b. Outside the City:
 - (1) Minimum service Charge for usage not in excess of 200 cubic feet per month \$40.58
 (2) User Charge per each additional 100 cubic feet per month \$5.76
 - c. The water usage for the months of November, December and January shall be averaged each year to obtain a base upon which the user charge shall be computed. Provided, however, if a customer proves that the average water consumption of the months of November, December and January does not accurately reflect normal monthly usage for the year, then the customer may request the user charge be based upon actual monthly water usage. The user charge for new customers shall be based upon actual monthly

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

- d. Any non-domestic user that discharges wastewater, materials, or substances into the public sewers which possess the characteristics set forth in Section 82-401 through 82-414 of the Pittsburg City Code, may be subject to additional charges pursuant to a special agreement between the City and said non-domestic User. Such special agreement shall be issued in the form of a permit.
- 2. If any User of water shall use more than 10,000 cubic feet of water in any month for commercial or industrial purposes and id, as established by separate meter paid for, installed and maintained by such user and open to inspection by and acceptable to the City's representatives, the sewer charge made to such customer for the use and services of the sewage disposal system shall be based on the amount of water furnished the customer during said month less the amount of such water which was not discharged into the City's sewer system.
- 3. A User who is not receiving water from the Pittsburg Water System shall be charged a monthly service charge for the amount of water used measured by meter on rural system, by hour meter on pump usage with capacity known or by mutual agreement with the Director of Public Works. In the event that potential exists for significant consumption use of water, flow measurement devises located on the wastewater discharge point shall be used in lieu of a water meter. Said flow monitors shall be accessible so accuracy may be verified by the City at any time without restriction of access.

Section Two. This ordinance shall take effect and be in force and apply to all sewer rates and minimum charges beginning January 1, 2018, and after having been passed and published in the official City newspaper.

Passed and Approved this 14th day of November, 2017.

	Michael Gray - Mayor	
Tammy Nagel – City Clerk	-	

(Published in The Morning Sun ,

ORDINANCE NO. G-1273

AN ORDINANCE amending Sections 2-134 of the Pittsburg City Code in order to remove the responsibility for the operation, supervision and maintenance of the Memorial Auditorium division from the Department of Parks and Recreation.

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

Section 1. Section 2-134 of the Pittsburg City Code is hereby amended to read as follows:

Sec. 2-134. Department of Parks and Recreation.

- (a) The Department of Parks and Recreation is created for the purpose of providing services and programs for the enrichment and benefit of the citizens of the City. The supervision and control of such department shall be in the charge of the Director of Parks and Recreation. In addition, the department shall consist of such other officers, persons and employees as deemed necessary by the City Manager to carry out the work of such department.
- (b) The parks and recreation division, under the direct supervision of the Director of Parks and Recreation, shall be responsible for the operation and maintenance of the City's parks, the Four Oaks complex, the swimming pool, and for developing and conducting various recreational activities for citizens of varied ages and interests.
- (c) The noxious weeds and forestry division, under the direct supervision of the Director of Parks and Recreation, is responsible for the control of noxious weeds and the City's forestry programs.
- (d) The cemetery division, under the direct supervision of the Director of Parks and Recreation, is responsible for the operation and maintenance of Mt. Olive Cemetery, including the mausoleum.

Section 3.	This Ordinance shall take effect upon its passage and publication in the
official city ne	ewspaper.

PASSED AND APPROVED this _____ day of ______, 2017.

ATTEST:	Mayor – Michael Gray	
Tammy Nagel - City Clerk		

(Published in The Mornin	g Sun	,2017)
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ORDINANCE NO. G-1274

AN ORDINANCE amending Section 2-94 of the Pittsburg City Code to create subsection (f) in order to include the Memorial Auditorium division under the duties and responsibilities of the City Manager.

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

<u>Section 1.</u> Section 2-94 of the Pittsburg City Code is amended to read as follows:

Sec. 2-94. - Duties and responsibilities.

- (a) Generally. The administration of all the affairs of the City shall be the responsibility of the City Manager. He shall be responsible for the discipline of all appointive officers and employees, and may, without notice, cause the affairs of any department or the conduct of any officer or any employee of the City to be examined. It shall be his duty to see that all laws and ordinances are enforced. The City Manager shall perform all duties and responsibilities and exercise such powers and authority as may now exist or may hereafter be conferred or imposed upon him by the statutes of the state and the ordinances of the City, and nothing contained in this division shall be construed as limiting, restricting, or abridging any of the statutory powers and duties of the City Manager.
- (b) Annual budget. The City Manager shall prepare and submit an annual budget to the Commission and shall keep the Governing Body fully advised as to the financial condition and needs of the City.
- (c) Countersigning checks. The City Manager shall countersign all checks issued by the Director of Finance.
- (d) *City Clerk*.
 - (1) The office of City Clerk shall be under the direct supervision of the City Manager. The City Clerk shall attend all meetings of the Board of Commissioners, keep a true record of its proceedings and also keep a record of all his official acts and, when necessary, shall attest them. The

City Clerk shall also keep and preserve in his office the corporate seal for the City, all records, public papers and documents of the City not belonging to any other officer. He shall be authorized to administer oaths and the copies of all papers filed in his office, and transcripts from the records of the proceedings of the Board of Commissioners, including ordinances duly certified by him under the corporate seal of the City, shall be taken as evidence in all courts of the state without further proof. The vote of the commission on any ordinance shall be entered on the journal by the City Clerk. After an ordinance shall have been passed, the City Clerk shall attest the signature of the Mayor thereon and shall affix the seal of the City thereto, and shall assign to it a number. He shall cause all ordinances, except appropriation ordinances, as soon as practicable after they have been passed and signed, to be published once in the official City newspaper unless a statute requires more publications. He shall keep an ordinance book as required by law and shall append to each ordinance entered therein his certificate as provided by law.

- (2) The City Clerk shall have such additional duties as may be required by the City Manager, the laws of the state and the ordinances of the City.
- (e) Human Resources Department.
 - (1) The Human Resources Department shall be under the direct supervision of the City Manager.
 - (2) The Director of Human Resources shall plan, organize and direct the activities of the Human Resources Department, including employee recruitment and selection, job classification, employee benefits, organizational training and development, employee relations and discipline, maintaining personnel records and files, and employment law compliance.
 - (3) The Director of Human Resources shall have such additional duties as may be required by the City Manager, the laws of the State and the ordinances of the City.
- (f) Memorial Auditorium division. The Memorial Auditorium division, under the supervision of the Memorial Auditorium manager, is responsible for all aspects of general management and the day-to-day operations of the Memorial Auditorium including, but not limited to, the maintenance of the auditorium, promoting and scheduling its usage, preparation of the budget, providing for public safety and convenience, and submitting reports to the City Manager, or his or her designee.

	This Ordinance shall take exy newspaper.	ffect upon its passage and pu	iblication in the
PA	SSED AND APPROVED this _	day of	, 2017
ATTEST:		Mayor-Michael Gray	
Tammy Na	ngel - City Clerk		

(Published in The M	orning Sun	, 2017)
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ORDINANCE NO. G-1275

AN ORDINANCE creating Sections 2-96 through and including 2-129 of the Pittsburg City Code in order to place the responsibility of the operation, supervision and maintenance of the Memorial Auditorium division under the responsibility of the City Manager.

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

Section 1. Section 2-96 of the Pittsburg City Code is created to read as follows:

Sec. 2-96. - Creation.

There is hereby created a Memorial Auditorium advisory board for the City. It shall consist of seven members who shall serve without compensation. They shall be appointed by the Governing Body; four of whom shall be appointed for a term of four years, and three of whom shall be appointed for a term of two years. However, after the terms of those appointed for two years expire, all appointees to the board shall be appointed for four-year terms.

Sec. 2-97. - Eligibility for reappointment.

No appointee to the board shall be eligible for reappointment after he has served two consecutive terms on the board.

Sec. 2-98. - Composition.

At least five of the appointees to the board shall be residents of the City. They shall be drawn from diverse segments of the public, and shall be selected for their wisdom, broad perspective, and ability to assist the Auditorium Manager in attracting events and groups to the auditorium.

Sec. 2-99. - Officers; committees.

The board at its organizational meeting and each annual meeting thereafter shall elect from its membership a chairperson, vice-chairperson, and a secretary. The chairperson, vice-chairperson and secretary shall have and perform such duties as are commonly associated with their respective titles. The board shall be further authorized to appoint

and fix the membership of such number of standing and temporary committees as it may find expedient for the performance of its duties.

Sec. 2-100. - Meetings.

The Memorial Auditorium advisory board shall meet at least quarterly at such time and place as shall be fixed by the board by its standing rules. Special meetings shall be called by the chairperson, vice-chairperson or upon the request of a majority of the members of the Memorial Auditorium advisory board. Such calls for special meetings shall state the purpose or purposes for such special meetings and notice shall be given at least 48 hours before the time of the meeting so called. The request shall be read and entered into the minutes of such special meeting, and no business shall be transacted except that stated in the call for such special meeting. The board shall prepare its own agenda for all meetings and adopt Robert's Rules of Order, Newly Revised, for the conduct of its meetings.

Sec. 2-101. - Open to public.

All meetings of the board shall be open to the public, with copies of the agenda available to all interested persons, the City Clerk, and the media at least 48 hours in advance of the meeting. It is the intent of the Governing Body for the board to encourage and promote public participation at all meetings of the board.

Sec. 2-102. - Authority and duties of.

The authority and duties of the board are to:

- (1) Advise the Auditorium Manager of groups which might be interested in using the Memorial Auditorium;
- (2) Advise the Auditorium Manager of what additional information and data should be gathered so as to attract conventions, touring companies, and other groups to use the Memorial Auditorium;
- (3) Advise the Auditorium Manager of additional attractions or events which might increase the utilization of the Memorial Auditorium;
- (4) Assist the Auditorium Manager in promoting the use of the Memorial Auditorium; and
- (5) Direct all inquiries from persons or groups desiring to use the Memorial Auditorium to the Auditorium Manager without delay.

Sec. 2-103. - Memorial Auditorium Manager.

The Memorial Auditorium Manager shall have the general responsibility for the use and operation of the Memorial Auditorium subject to the terms of this division and any written rules, regulations and policies promulgated by the Governing Body; further, the Memorial Auditorium Manager shall act for and on behalf of the City, and subject to the approval of the City Manager, or his or her designee.

Sec. 2-104. - User fee schedule.

The Governing Body shall establish a written user fee schedule setting forth the charges for usage of the Memorial Auditorium; which schedule shall be reviewed in December of each year by the Memorial Auditorium advisory board and the Governing Body.

Sec. 2-105. - Form lease.

The Memorial Auditorium Manager, subject to the approval of the City Attorney, shall prepare a form lease to be signed by all lessees of the Memorial Auditorium, which lease shall not conflict with any provisions of this division.

Sec. 2-106. - Recording event.

The lessee agrees that no recording, either visual or audio, of any kind will be made of the event covered by the lease agreement without prior written approval from the Memorial Auditorium Manager. The manager has the right to require payment for such privileges.

Sec. 2-107. - Responsibilities of lessee.

The lessee has the responsibility to arrange and pay for stage hands, motion picture operator, special security, tickets, ticket sellers, ticket takers, ushers, decorations, booth equipment, telephone service, permits, licenses, signs, extra electrical wiring and such other services incident to the event which are in addition to regular services. The lessee shall employ at its expense such City police officers and firefighters, or both, for any event as is required to protect life and property. The final decision regarding the number of police and firefighters needed will be made by the Memorial Auditorium Manager following consultation with the Chief of Police and the Fire Chief.

Sec. 2-108. - Possession of food or beverages.

No person shall bring, carry, or in any other manner transport on the premises, food or beverage of any kind whatsoever, unless prior written approval is obtained from the manager. No person, while in or upon the premises, shall possess any food or beverage contained in a glass bottle or other container of breakable material unless prior written approval is obtained from the manager.

Sec. 2-109. - Decorating.

The City reserves the right to control all decorating through direct contract or through City personnel.

Sec. 2-110. - Terms and conditions of lease.

In addition to the form lease, the following terms and conditions shall apply to every lease:

- (1) All leases shall be in writing on forms furnished by the City and executed for and on behalf of the City by the manager with the required fees to be paid pursuant to the terms thereof. No verbal agreement shall be binding on either party.
- (2) A lessee by entering into such agreement shall thereby waive any claim against and shall indemnify, save and hold harmless the City and its Governing Body and its agents, officers, employees, and representatives against claims of any and all persons for injury to persons or damage to property occasioned by or in connection with the use of the premises by lessee.
- (3) The lessee may be required to furnish in writing, ten days before the performance, any information to determine facilities, arrangements, and any special services and equipment necessary to the staging and proper management of any event scheduled. In case of an exhibit presentation, drawings shall be furnished as to the exact location of all booths and equipment, and must have prior written approval of the manager.
- (4) The lessee may be required to have financial backing in escrow or cash surety f or rentals, total ticket refund and stagehand expenses.
- (5) Prior written approval of the manager is required for a performance involving the invitation of members of the audience to the stage area or dressing rooms.
- (6) The lessee is responsible for compliance with the Federal Copyright Act and any royalty fee due and owing.
- (7) Doors will be opened to the public a minimum of one hour before the advertised performance time. If conditions warrant, doors will be opened earlier as

determined by the manager. In no instance will the judgement of the manager be replaced by the promoter, the performers or any outside agency.

Sec. 2-111. - Procedures for collection of charges and fees.

The following methods and procedures shall be used by the manager to collect charges and fees due for the usage of Memorial Auditorium:

- (1) Rental or other fees are due and payable in advance of the use of the building. To ensure a reservation, 25 percent or more of the rental shall be paid, and the lease agreement shall be executed with the balance of the rental, plus fees for any use of special equipment and services, to be paid no later than ten days in advance of the use of the building, or upon receipt of an invoice.
- (2) In cases where the lessee is required to pay a stipulated percentage of the gross receipts, and provided that the percentage is greater than the minimum rental, the amount due shall be paid before the close of the last performance.
- (3) If the lessee makes written surrender of any such reservation at least 45 days prior to the date reserved, or if compliance with the lease is deemed by the City impossible due to what is commonly understood to be "an act of God" or when a curfew is proclaimed by the City or when the City otherwise deems it necessary to protect life and property, then the advance deposit may be returned to the lessee and the lease cancelled, and no detriment will result to the City.
- (4) If the date reserved is contested by another promoter, to ensure the reservation, the lessee must deposit the full rental charge as would apply to the contracted use of the building and forfeit the cancellation clause stated in this Section for the contested time only.

Sec. 2-112. - Unforeseen termination of lease.

In the case of fire, casualty, civil disturbances, or other unforeseen occurrence which renders impossible the fulfillment of a lease by the City, such lease shall be immediately terminated. In such case, rental shall be paid only for the time the premises are actually used. The lessee shall waive any claims for damages in the event of such termination.

Sec. 2-113. - Damages to premises.

Damages to the premises shall be at the expense of the lessee. No decorative or other material shall be attached to any part of the building so as to damage the building. Users may be required to deposit a cash damage deposit to reimburse the City for any

damage to the building, furniture, fixtures, equipment, plantings, decorations or rental incurred.

Sec. 2-114. - Materials delivered to or stored on premises.

The City, its officials, agents, employees, or representatives shall not be liable for any loss, damage, or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the building or adjacent premises. Properties shall not be received until the lessee has made proper arrangements for receiving, handling, and storage of such material.

Sec. 2-115. - Consumption and use of cereal malt beverages and alcoholic beverages.

The consumption and use of cereal malt beverages and alcoholic beverages is permitted inside the Memorial Auditorium and in specifically designated areas on the north lawn in conformance with City ordinances and state laws, as well as in accordance with the following special rules and regulations:

- (1) No lessee shall possess or transport any cereal malt beverage or alcoholic beverage in the Memorial Auditorium without having first received the express written approval of the manager. Such approval shall be given upon a showing that there will be compliance with all applicable laws and ordinances, and a further showing that such activity will not interfere with any other event being staged at the facility and will not interfere with the right of the public to use the facilities.
- (2) No lessee shall possess or transport any cereal malt beverage or alcoholic beverage on the north lawn of Memorial Auditorium without having first received the express written approval of both the manager and the chief of police, or his or her designee. Such approval shall be given upon a showing that there will be compliance with all laws and ordinances, and a further showing that such activity will not interfere with any other event being stages at the facility and will not interfere with the right of the public to use the facilities.
- (3) The lessee shall be responsible for any person whose conduct is objectionable, disorderly or disruptive and shall further be financially responsible for any loss, damage or injury to persons or property during the term of the lease.
- (4) The lessee is prohibited from selling or requiring consideration in exchange for any guest receiving a cereal malt beverage or alcoholic beverage. If cereal malt beverages or alcoholic beverages are to be provided to guests of the lessee, the same must be provided at no cost to the guest.

(5) Memorial Auditorium reserves the right to sell cereal malt beverages and alcoholic beverages in conformance with City ordinances and state laws.

Sec. 2-116. - Obstruction.

No portions of the sidewalks, entries, passageways, doors, aisles, elevators, vestibules, windows, ventilators or lighting fixtures, or ways of access to public utilities of the premises shall be obstructed or caused to be obstructed, or caused to be used for any purpose other than ingress and egress.

Sec. 2-117. - Posting of signs.

The lessee shall not post or permit to be posted any sign upon the premises or anything that will tend to deface the building. Signs may only be posted on billboards provided for such use, and all signs, advertisements, show cards and posters must relate to the performance or exhibition to be given in the building. The City reserves the right to assign billboard space to the lessee.

Sec. 2-118. - Consequence of over issuance of tickets.

Persons will not be admitted into either the upper or lower levels of the Memorial Auditorium in excess of the capacity regardless of whether or not such persons have a valid ticket. The consequences of an over issuance of tickets is and shall remain with the lessee, and any additional costs or expenses will be paid by the lessee.

Sec. 2-119. - Assignment of lease.

No lessee shall assign any lease on the building, or any portion thereof, or any rights under such lease, without the prior written approval of the manager.

Sec. 2-120. - Uses contrary to sound public policy.

Any use of the building which is contrary to sound public policy shall be denied and any lease previously consummated may be revoked for such cause. Any person whose conduct is objectionable, disorderly or disruptive to the building's use shall be refused entrance or shall be ejected from the premises. A further, but not exclusive, definition of the term "objectionable" shall mean the producing, presenting, directing or participating in an obscene performance. Such performances may be discontinued at any time by the City, and the lessee shall hold the City harmless from any claim for such actions.

Sec. 2-121. - Expiration of lease.

The City reserves the right to remove all equipment and effects of any lessee immediately after the expiration of the lease, at the expense of the lessee or, in the alternative, to charge rental thereon after the expiration of the lease.

Sec. 2-122. - Keys to auditorium; control by City.

The Memorial Auditorium, including the keys thereto, shall at all times be under the control of the City, and no person may duplicate such keys without prior written approval. The City reserves the right to enter at all times any and all portions of the leased premises and to require a reasonable number of admission tickets without charge.

Sec. 2-123. - Condition of stages.

Each lessee shall take the stages as it finds them, and if any lessee desires to remove or change the stage rigging or equipment, such changes shall be made at the lessee's own expense, and they will be returned to the original condition.

Sec. 2-124. - Custody and disposition of articles; losses suffered by lessee.

The City shall have the right to collect and have the custody of all articles left in or on the building or adjacent premises and to provide for the disposition thereof. The City shall assume no responsibility for losses suffered by the lessee, its agents or employees, which are occasioned by theft or disappearance of equipment, articles and other personal property.

Sec. 2-125. - Commercial use of auditorium.

In connection with any commercial use, the City shall have the right to prescribe the form of tickets, passes, accounts, records and reports that shall be used by the lessee and in the accounting for the gross receipts thereof. The City may make such investigation or inspection of the tickets, accounts, records and reports as may be required for the purpose of verifying the amount of such gross receipts. The number of complimentary tickets must be approved by the manager, or they will otherwise be computed at full ticket price in verifying the gross receipts. The lessee shall secure all tickets from a bonded ticket printing company or such other company receiving prior written approval, who shall transmit the ticket manifest directly to the manager. The manager may require the lessee to employ a specific ticket taker or ticket agency, and may require no release of any ticket receipts until the final accounting.

Sec. 2-126. - Collection of contributions or donations.

No person, agent, firm or corporation shall attempt to collect contributions or donations, whether for charity or other purposes on the premises without first receiving the prior written approval of the manager. Such approval shall be given upon a showing that there will be compliance with all laws and ordinances, and a further showing that the activity will not interfere with the event being staged at the facility and will not interfere with the right of the public to use the facilities.

Sec. 2-127. - Public liability insurance.

The lessee, if so directed by the manager, shall furnish a public liability insurance policy issued by an insurance company authorized to do business in the state, in which the lessee is named insured, and the City and their representatives are named as additional insureds, for public liability insurance in the sum of \$500,000.00 for the benefit of one or more persons on account of any one occurrence, together with a property liability for a sum of \$100,000.00. The policy shall also provide for a ten-day written notice to the manager prior to cancellations. The policy shall be written for the entire time lessee has contracted to use the auditorium and shall be deposited with the manager within 60 days of the execution of the lease agreement.

Sec. 2-128. - Workers' compensation insurance.

The lessee, if so directed by the manager, shall furnish a workers' compensation insurance policy issued by an insurance company authorized to do business in the state with limits and coverages required by the laws of the state to the manager within 60 days of the execution of the lease agreement.

Sec. 2-129. - Compliance with laws by lessee.

Any lessee of the Memorial Auditorium shall comply with all the laws of the United States and of the state and with all ordinances of the City, including any written policies and rules and regulations adopted by the Governing Body that apply to the use of the building and adjacent premises. Violations by a lessee may result in cancellation of the lease and discontinuance of the Memorial Auditorium use unless satisfactory compliance is ensured.

Section 2.	This Ordinance shall take effect	upon its passage and p	oublication in the
official city	newspaper.		
PAS	SED AND APPROVED this	day of	, 2017.

	Mayor – Michael Gray	
ATTEST:		
Tammy Nagel - City Clerk		

(Published in	The Morning Sun	, 2017)
•	T GOIDHOU III	The morning sum	

ORDINANCE NO. G-1276

AN ORDINANCE repealing Article IV, Divisions 1, 2 and 3, Sections 58-111 through and including Section 58-188 of the Pittsburg City Code.

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

Section 1. Article IV, Divisions 1, 2 and 3, Sections 58-111 through and including Section 58-188 of the Pittsburg City Code are hereby repealed.

<u>Section 2</u>. This Ordinance shall take effect upon publication in the official city paper.

APPROVED this	day of	, 2017.	
ATTEST:	Mayor	– Michael Gray	

Tammy Nagel - City Clerk

City of Pittsburg, Kansas 2017 Budget Recap As of October 31, 2017 (83.33% of Fiscal Year has passed)

			Revenues (1)			Expenditures			
	Un-Encumbered	Esitmated	Y-T-D		Esitmated	Y-T-D			Un-Encumbered
	Cash Balance	Budget	Revenues	Percent	Budget	Expenses	Percent		Cash Balance
Budgeted Funds	1/1/2017	2017	10/31/2017	Received	2017	10/31/2017	Used	Y-T-D Net	10/31/2017
General Fund	\$ 3,223,572	\$ 24,667,761	\$ 22,538,470	91.37%	\$ 25,029,092	\$ 20,932,701	83.63%	\$ 1,605,769	\$ 4,829,341
Public Library	161,012	822,484	831,457	101.09%	850,573	631,426	74.24%	200,031	361,043
Public Library Annuity	173,857	450	650	144.34%	-	4,000	0.00%	(3,350)	170,507
Special Alcohol & Drug	77,361	86,000	70,824	82.35%	83,000	72,909	87.84%	(2,085)	75,276
Special Parks & Recreation	-	86,000	70,824	82.35%	86,000	70,824	82.35%	-	-
Street & Highway	109,564	1,036,660	989,145	95.42%	1,034,425	791,148	76.48%	197,997	307,561
Street & Highway Sales Tax	683,020	1,099,576	894,668	81.36%	1,619,400	1,361,145	84.05%	(466,477)	216,543
Section 8 Housing	727	1,556,150	1,230,783	79.09%	1,556,169	1,230,679	79.08%	104	831
Revolving Loan Fund	3,442,713	1,306,827	1,214,290	92.92%	2,041,241	1,691,630	82.87%	(477,340)	2,965,373
Debt Service	882,012	5,924,611	6,147,397	103.76%	5,849,747	6,062,245	103.63%	85,152	967,164
Public Utilities Capital Reserves (1)	1,711,887 800,000	7,917,286 -	6,735,275	85.07%	8,083,926	6,547,737 350,000	81.00%	187,538 (350,000)	1,899,425 450,000
Stormwater	215,472	828,722	777,475	93.82%	863,274	627,148	72.65%	150,327	365,799
Totals	\$ 11,481,197	\$ 45,332,527	\$ 41,501,258	91.55%	\$ 47,096,847	\$ 40,373,592	85.72%	\$ 1,127,666	\$ 12,608,863

⁽¹⁾ Public Utility Capital Reserves: \$450,000 for south water tower maintenance

Notable Items:

^{*}Sales Tax revenue is up 5.32% compared to same period in 2016.

^{*}Gaming Revenue avgerage is \$24,435 per month to date