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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, May 08, 2018**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

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

**CONSENT AGENDA:**

- a. Approval of the April 24, 2018, Pittsburg City Commission Meeting minutes.
- b. Approval of the Dance Hall License application submitted by Robert Michael for The Pitt, located at 516 North Broadway, and authorize the City Clerk to issue the license.
- c. Approval of staff recommendation to enter into an agreement with the Kansas City Southern Railroad (KCS) to have KCS extend the existing crossing and construct a pedestrian crossing over the railroad tracks on South Rouse Street to connect the Pitsco Sunflower Trail across the tracks with the estimated cost for the City being \$45,480.00 for the grade crossing surfaces and needed signal adjustments and, if approved, authorize the Mayor to sign the agreement on behalf of the City.
- d. Approval of the Appropriation Ordinance for the period ending May 8, 2018 subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

**SPECIAL PRESENTATIONS:**

- a. 2017 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) - Audrey Odermann of Mize Houser and Company PA, the City's auditing firm, will be present to review the City's 2017 audit and CAFR. **Receive for file.**
- b. DEPARTMENT REPORT - COMMUNITY DEVELOPMENT AND HOUSING - Director of Community Development and Housing Becky Gray will provide an update on activities within her department. **Receive for file.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, May 08, 2018**  
**5:30 PM**

---

**CONSIDER THE FOLLOWING:**

- a. RESOLUTION NO. 1203 - Consider Resolution No. 1203, adopting the Downtown Design Standards for Broadway-facing buildings between 1st Street and 10th Street. **Approve or disapprove Resolution No. 1203 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
- b. ORDINANCE NO. G-1281 - Consider Ordinance No. G-1281, creating Article VI in Chapter 62 of the Pittsburg City Code for the purpose of creating a Sustainability Advisory Committee, and determining the membership, duties and functions of said Sustainability Advisory Committee. **Approve or disapprove Ordinance No. G-1281 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**
- c. LETTER AGREEMENT - Consider approval of a letter agreement for the City Manager for calendar year 2018. **Approve or disapprove the City Manager's Letter Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**

**NON-AGENDA REPORTS & REQUESTS:**

- a. BI-MONTHLY BUDGET REVIEW - Director of Finance Jamie Clarkson will provide the April 30, 2018, bi-monthly budget review.

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
April 24<sup>th</sup>, 2018

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A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, April 24<sup>th</sup>, 2018, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Jeremy Johnson presiding and the following members present: Sarah Chenoweth, Dawn McNay, Chuck Munsell, and Patrick O'Bryan.

Mayor Johnson led the flag salute.

APPROVAL OF MINUTES – APRIL 10<sup>th</sup>, 2018 – On motion of O'Bryan, seconded by McNay, the Governing Body approved the April 10<sup>th</sup>, 2018, City Commission Meeting minutes as submitted. Motion carried.

AIRPORT FARM LEASE – On motion of O'Bryan, seconded by McNay, the Governing Body approved the Farm Lease in the amount of \$9,735.00 between the City of Pittsburg and Kenneth Biancarelli for the tillable and grass land in Tracts 3, 4A, 4B, 4C, 4D, 5, 6, and 7, located at the Atkinson Municipal Airport, for a term of one year beginning March 1, 2018, and ending February 28, 2019. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by McNay, the Governing Body approved the Appropriation Ordinance for the period ending April 10<sup>th</sup>, 2018, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Chenoweth, Johnson, McNay, Munsell, and O'Bryan. Motion carried.

ECONOMIC DEVELOPMENT QUARTERLY REPORT - Director of Economic Development Blake Benson presented the quarterly Economic Development Report.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS – On motion of Chenoweth, seconded by O'Bryan, the Governing Body authorized staff to return \$378,536.56 in unused Community Development Block Grant (CDBG) funds to the State of Kansas, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

DILAPIDATED STRUCTURE FUNDING – On motion of O'Bryan, seconded by Chenoweth, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to utilize funding from the Revolving Loan Fund (RLF) to stabilize or demolish the structures located at 113 West 5th Street and 716 North Broadway, after exhausting attempts to enforce the property owners to pay for such stabilization and/or demolition, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried with Munsell voting in opposition.

City Manager Daron Hall indicated that once the structures are demolished, the City would gain title to the properties. Agreements with developers regarding the properties would be presented to the Governing Body for approval.



OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
April 24<sup>th</sup>, 2018

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NON-AGENDA REPORTS AND REQUESTS –

Bryan Hanson, owner of McCarthy's Pub, expressed his concerns with the City becoming involved with the demolition of privately-owned buildings. Mr. Hanson noted that he visited with the City Commission several months ago regarding dilapidated buildings near McCarthy's Pub, with no action taken by the Governing Body.

EXECUTIVE SESSION - On motion of O'Bryan, seconded by McNay, the Governing Body recessed into Executive Session for thirty minutes to discuss personnel matters of non-elected personnel pursuant to KSA 75-4319(b)(1), to discuss the City Manager's compensation. Motion carried.

The Governing Body recessed into Executive Session at 6:14 p.m.

The Governing Body reconvened into Regular Session at 6:38 p.m.

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

ADJOURNMENT: On motion of Munsell, seconded by O'Bryan, the Governing Body adjourned the meeting at 6:38 p.m. Motion carried.

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Jeremy Johnson, Mayor

ATTEST:

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Tammy Nagel, City Clerk

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** CAMERON ALDEN  
Director of Public Works

**DATE:** May 2, 2018

**SUBJECT:** Agenda Item – May 8, 2018  
Pedestrian Crossing Agreement with Kansas City Southern Railroad (KCS)

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The City has been working on improving its trail system to improve the safety of its pedestrian and bicycle traffic. Through donations and grants, the Pitsco Sunflower trail project was constructed in 2015, which provided a 6' trail along South Rouse Street that ran from Washington to just north of the KCS tracks. The crossing of the KCS tracks was not done at that time due to the cost. The City has secured funds to complete the connection of the Pitsco Sunflower trail across the KCS tracks to Randall Drive. This improvement will provide a much safer route for pedestrian traffic across the KCS tracks. As part of the project, KCS will extend the current crossing. Per the agreement, the City would pay KCS \$45,480.00 for the grade crossing surfaces and needed signal adjustments. Staff recommends entering into the attached agreement with KCS for the extension and the pedestrian crossing.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 8, 2018. Action necessary will be approval or disapproval of this agreement and, if approved, direct the Mayor to sign the agreement on behalf of the City of Pittsburg.

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

Attachment: Agreement

## **PEDESTRIAN CROSSING AGREEMENT**

This AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation, called herein "KCS" (KCS sometimes referred to herein as "Railroad"), with its principal offices at 427 West 12th Street, Kansas City, MO 64105, and the **CITY OF PITTSBURG, KANSAS**, a Kansas municipal corporation, called herein "City," with mailing address of P.O. Box 688, Pittsburg, KS 66762 (KCS and the City being sometimes individually referred to as a "Party" and sometimes together referred to herein as "Parties").

### **RECITALS**

WHEREAS, there is an existing public road crossing in Pittsburg, Kansas, where Rouse Street crosses KCS's main line at Mile Post 130.91 on the Heavener Subdivision, DOT No. 330257V ("Crossing"); and

WHEREAS, City desires to modify the Crossing by installing a 40.625' extension of the concrete crossing surface at the Crossing for purposes of a pedestrian sidewalk, as indicated on Exhibit "A" hereto ("Project"); and

WHEREAS, KCS is agreeable to the extension of the crossing surface for the sidewalk and KCS is agreeable to performing concrete installation and extending the surface to accommodate a sidewalk, but only subject to the following terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

### **GRANT OF LICENSE**

KCS hereby grants the City a license to maintain (as further defined under City Work below), access and use the extended crossing surface shown in Exhibit A as a pedestrian sidewalk in accordance with the terms and conditions of this Agreement. The use granted herein shall be for public pedestrian use only ("Use").

### **CITY WORK**

City, at its sole cost and expense, shall provide all necessary materials and labor to reconstruct the portions of the at-grade crossings outside the ends of ties. City will install the asphalt sidewalk approaches so that there is no concrete within six feet of the near rail. City shall install proper drainage, pavement markings, close the roadway to all vehicular and truck traffic during construction, arrange for all construction and warning signs and barricades, and be responsible for any required notification of the public.

City shall furnish KCS with a certified copy of the resolution or ordinance adopted by the governing body of City of Pittsburg, Kansas authorizing the Mayor or City Manager to execute this Agreement on behalf of City.

The City, with the cooperation of KCS, will be responsible for obtaining any required governmental authorizations, including approval of the Kansas Department of Transportation, if needed. All work will be done in accordance with the Manual on Uniform Traffic Control Devices.

The City acknowledges that KCS's agreement herein and cooperation with the City's effort to extend the aforementioned Crossing surface is based on the circumstances of this Crossing, and is without prejudice to KCS's right to object and to oppose other expansion of or creation of other at-grade crossings.

## **RAILROAD WORK**

KCS shall provide the necessary materials and labor to extend the grade crossing surface from end of tie to end of tie for the at-grade crossing of Rouse St., Mile Post 130.91, DOT No. 330257V on the Heavener Subdivision of KCS's main line in Pittsburg, Kansas.

KCS, as part of this Project as provided in Exhibit "B," and attached and incorporated into this Agreement, will adjust the island circuit used to activate the warning devices by relocating the existing track wires outside of the limits of newly extended crossing.

Upon completion of the Project, the Crossing surface will thereafter be maintained by KCS to the ends of the ties.

## **COST**

The City shall pay 100% of KCS's actual costs of obtaining and installing the new concrete crossing surface panels and signal adjustment including shipping and handling of the materials, and standard additives. KCS estimates the cost of labor and material to be FORTY-FIVE THOUSAND FOUR HUNDRED and EIGHTY DOLLARS (\$45,480.00).

Prior to KCS performing any work on this project, City will deposit with KCS FORTY-FIVE THOUSAND FOUR HUNDRED and EIGHTY DOLLARS (\$45,480.00) to cover the estimated cost to procure and install the grade crossing surfaces and make signal adjustments, including estimated transportation, shipping and handling costs for the same (the "associated costs"). KCS shall be under no obligation to provide any materials or perform any labor until The City's deposit has been received and cleared KCS's bank. Following completion of the installation, if the actual cost of the Project exceeds the estimated amount stated above, KCS will invoice the City for the difference between the estimated amount and the actual cost, and the City shall pay that additional invoice within 30 days after the date it is sent. If the estimated amount exceeds the actual cost, KCS shall refund to the City the amount of that excess.

## **CITY USE**

The Crossing may only be used when it is safe to do so, and then only for the Use defined herein for members of the public (the public users of such Crossing being hereinafter referred to as "City's Licensees"). City shall, and shall instruct City's Licensees, to stop at least fifteen feet (15') from the nearest rail of the Crossing, look in both directions and listen before proceeding across the Crossing. City and City's Licensees shall only proceed across the Crossing if it is safe to do so. City shall not permit the use of the Crossing at any time when City has knowledge that the Crossing is unsafe for any reason. Without limiting the foregoing, City shall not use the Crossing or permit others to use the Crossing at any time when locomotives, cars or other rail mounted vehicles are moving toward the Crossing and are visible from the Crossing or can be heard at the Crossing.

## **FLAGGING**

If during installation, maintenance or removal of the Crossing approaches or the performance of any other work by the City the equipment, workers or materials of the City are expected to be within twenty-five feet (25') of the center line of the nearest track, then the City will (unless otherwise agreed in writing by KCS, in KCS's sole discretion) notify KCS at least twenty-one (21) days in advance of the planned work and KCS shall provide a KCS-qualified flagman at the City's sole expense. The City will, and will require the City's workers, to follow the safety instructions of the flagman. KCS may, in its sole discretion, determine

not to provide a flagman if railroad operations will not be conducted on KCS's track during the period when the City's equipment, workers or materials will be within twenty-five feet (25') of the center line of Railroads' closest track. If KCS makes such a determination, KCS will so advise the City.

### **RAILROAD USE**

Railroad reserves the right to use the Crossing and approaches. Railroad reserves for itself, its grantees, licensees, lessees, successors and assigns all rights and interest in the right-of-way, tracks and other facilities, including, without limitation, the right to construct, reposition or expand its tracks, wires, pipelines, fiber optic lines, conduits, poles and other structures above, on and below the surface of the right-of-way. In the event that the Crossing, approaches or drainage facilities reasonably must be modified to accommodate a change in the existing Railroad or Railroad-permitted facilities on the right-of-way, KCS shall make the necessary changes to Railroad facilities and the Crossing surface, and City shall make any necessary changes to the approaches and drainage facilities.

### **ASSUMPTION OF RISK**

KCS and other rail carriers operate locomotives, cars and other equipment over the Crossing. City assumes all risk of loss, damage and injury arising out of use of the Crossing by City's Licensees. Use of the Crossing will expose City's Licensees to the risk of property damage, injury and death.

### **INDEMNITY**

**CITY SHALL INDEMNIFY AND HOLD HARMLESS KCS AND ALL OTHER RAILROADS FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, FINES, LOSSES, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING OUT OF OR BASED UPON TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY) AND INCLUDING ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR LOSS OR DAMAGE OF PROPERTY DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED TO THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE CROSSING, APPROACHES, DRAINAGE STRUCTURES OR WARNING SIGNS. CITY'S FOREGOING OBLIGATION SHALL ALSO EXTEND TO ALL OTHER RAILROAD COMPANIES OPERATING OVER THE TRACKS OF RAILROAD AT THE CROSSING, AND THE DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, PARENTS, SUCCESSORS AND ASSIGNS OF RAILROAD AND ANY OTHER COMPANY ENTITLED TO THE PROTECTIONS OF THIS PARAGRAPH. CITY EXPRESSLY ACCEPTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS EACH OF THE ABOVE DESCRIBED RAILROADS AND PERSONS AGAINST THEIR OWN NEGLIGENCE.**

### **INSURANCE**

So long as this Agreement is in effect, City agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of five million dollars (\$5,000,000.00) per occurrence. In addition, City shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railroad's property. City must also provide a Railroad Protective Liability Insurance policy naming the Railroad as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Railroad. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during

the term of the Agreement. A certificate of insurance will be provided to Railroad by City, reasonably satisfactory to Railroad in form and content, evidencing that all required coverage is in force and has been endorsed to provide that no policy will be canceled or materially altered without first giving Railroad thirty (30) day's prior written notice. Commercial general liability policy will name Railroad as additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railroad. All policies will be primary to any insurance or self-insurance Railroad may maintain for acts or omissions of City or anyone for whom City is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of City. City will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits City's liability to Railroad to the limits of insurance certified or carried by City. If City utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the City. If a subcontractor does not meet the coverage requirements of this Section, subcontractor must either supplement the deficient areas of coverage or City must certify that City has acquired sufficient coverage to supplement the deficiency of subcontractor.

### **TERM**

This Agreement may be terminated by either Party at any time, with or without cause, by giving the other Party thirty (30) days advance written notification of termination. In addition, Railroad may terminate this Agreement by providing City with written notification of termination at any time City is in default. Should this Agreement terminate or be terminated for any reason whatsoever, the Parties agree that such termination shall fully satisfy all rights of City to the use and maintenance of the Crossing and that City shall under no circumstance assert otherwise. **ALL RIGHTS OF INDEMNITY GRANTED RAILROAD AND ANY OTHER RAILROAD USING THE CROSSING, AND ITS AND THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, PARENTS, SUCCESSORS AND ASSIGNS UNDER THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT FOR TEN (10) YEARS FOLLOWING THE EFFECTIVE DATE OF THE TERMINATION OF THIS AGREEMENT.** City and Railroad agree that the termination of this Agreement shall be an agreement between them for the removal of the Crossing by Railroad, and that should any law or regulation require obtaining approval of any governmental entity prior to removal of the Crossing, both City and Railroad shall support such removal before such governmental entity. This obligation shall survive the termination of this Agreement.

### **DEFAULT**

City shall strictly perform each term and condition of this Agreement. Should City fail to perform as required by this Agreement, then City must remedy its failure or default within the earlier of (a) ten (10) days written notice by Railroad of the failure or default or (b) City's actual knowledge of the failure or default. City's failure or refusal to remedy the failure or default within ten (10) days, or such greater time as Railroad may in its reasonable discretion allow (or substantially commence remedying a failure or default that reasonably will require more than ten (10) days to remedy), shall constitute a Default under this Agreement.

### **CLOSURE**

Upon termination of this Agreement, City's license to cross the tracks and right-of-way of Railroad shall end. City acknowledges and agrees that this Agreement grants the public users of the Crossing only

the right to use the Crossing so long as this Agreement (or any replacement agreement which may be entered between the Parties) shall remain in force, and that the public shall not, by use of the Crossing, acquire any right of access to cross Railroad's right of way that survives the termination of this Agreement (or any replacement agreement which may be entered between the Parties).

## **ENVIRONMENT**

City and City's Licensees shall not use, release or dispose of any hazardous wastes, substances or materials on or near Railroad's right-of-way or on the Crossing. City shall be solely responsible for removing any such wastes, substances and materials used, released or disposed of by City and remedying any damage caused by City's failure to comply with this paragraph.

City and City's Licensees shall comply with all applicable ordinances, governmental permit applications, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Railroad. **IF, AS A RESULT OF CITY'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY CITY, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), CITY SHALL INDEMNIFY AND SAVE HARMLESS RAILROAD FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY RAILROAD, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.**

**FOR THE PURPOSES OF THIS ENVIRONMENTAL SECTION, CITY AGREES TO INDEMNIFY, AND SAVE HARMLESS RAILROAD, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO RAILROAD'S EMPLOYEES OR PROPERTY, OR TO CITY OR CITY'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, TO THE EXTENT ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE BREACH OF THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF CITY AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS UNDER THIS AGREEMENT.**

## **LAWS**

Each party hereto shall comply with all applicable equal employment opportunity laws, including, but not limited to, Title VII of the 1964 Civil Rights Act, the Civil Rights Act of 1991, the Americans with Disabilities Act, the affirmative action requirements of Executive Order 11246, the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended. **The parties hereby incorporate the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and 29 CFR Section Part 471, Appendix A to Subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability."**

Railroad and City in their performance under this Agreement shall comply with all applicable federal, state and local laws, rules, regulations and ordinances.

### **CHOICE OF LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State in which the Crossing is located.

### **VENUE**

Any action to interpret or enforce this Agreement must be brought in either the Circuit Court of St. Louis County, Missouri or the Federal District Court for the Eastern District of Missouri. The City irrevocably submits itself to the jurisdiction of these courts and agrees not to raise any claim of lack of jurisdiction, lack of venue, or inconvenient forum.

### **ASSIGNMENT**

This Agreement may be freely assigned by Railroad without the consent of City, and it shall automatically inure to the benefit of Railroad's successors. City may not assign or transfer this Agreement or transfer any of its rights under this Agreement to a third party without the prior written consent of KCS. Any assignment or permit granted by City in violation of this paragraph shall be void and of no effect.

### **NO WAIVER**

The failure of Railroad to enforce any of its rights under this Agreement shall not be deemed to constitute a waiver of Railroad's right to enforce such provision in the future or the waiver of any other right Railroad may have.

### **SEVERANCE**

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unenforceable, that portion of the Agreement shall be deemed to be severed from the Agreement and the remainder of the Agreement shall survive.

### **EMERGENCY**



In the event of an emergency condition or situation at the Crossing requiring immediate attention, repair or action, City shall contact KCS at 877-KCS-XING (877-527-9464).

### **NOTICES**

Any correspondence required or permitted under this Agreement, except an emergency notice to KCS or MSLLC, shall be sent to each Party by first class mail, national overnight delivery service, or hand delivered to the following addresses:

KCS:                      The Kansas City Southern Railway Company  
                                Attn.: Carmen Wallace  
                                4601 Hilry Huckaby III Avenue  
                                Shreveport, Kansas 71107

With a copy to:        JLL – Rail Practice Group  
                                4200 Buckingham Road, Suite 110  
                                Fort Worth, Texas 76155  
                                Phone: 817-230-2688

City:                      City of Pittsburg  
                                P.O. Box 688  
                                Pittsburg, KS 66762  
                                Attn.: \_\_\_\_\_

Any Party may change its address by providing the other Parties written notice of the new address.

### **SURVIVAL**

All obligations of the City arising or based upon facts occurring prior to termination, for indemnity or to reimburse KCS for any cost or expense, and the duty to barricade the road sidewalk where it entered the right-of-way, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of the Parties hereto in duplicate the day and year first above written.

THE KANSAS CITY SOUTHERN RAILWAY CO.

Approved as to legal form: \_\_\_\_\_  
Associate General Counsel

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF PITTSBURG, KANSAS

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	SINCLAIR, CANDACE	VOIDED						
1	SINCLAIR, CANDACE	VOIDED						
	C-CHECK SINCLAIR, CANDACE	VOIDED	V 4/20/2018			181939		30.00CR
	C-CHECK VOID CHECK		V 4/20/2018			181947		
7878	LAW OFFICE OF MARK A WERNER							
7878	LAW OFFICE OF MARK A WERNER							
	C-CHECK LAW OFFICE OF MARK A WER	VOIDED	V 4/23/2018			181949		367.17CR
2350	WASTE CORPORATION OF MISSOURI							
2350	WASTE CORPORATION OF MISSOURI							
	C-CHECK WASTE CORPORATION OF MIS	VOIDED	V 4/27/2018			181988		920.56CR
	C-CHECK VOID CHECK		V 4/27/2018			181989		
	C-CHECK VOID CHECK		V 4/27/2018			181990		
	C-CHECK VOID CHECK		V 4/27/2018			181993		
	C-CHECK VOID CHECK		V 4/27/2018			181994		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	8 VOID DEBITS	0.00		
	VOID CREDITS	1,317.73CR	1,317.73CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		8	1,317.73CR	0.00	0.00
BANK: *	TOTALS:	8	1,317.73CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	5/01/2018			000000		1,366.20
0321	KP&F	D	4/20/2018			000000		41,133.85
0728	ICMA	D	4/20/2018			000000		777.30
1050	KPERS	D	4/20/2018			000000		38,278.03
3079	COMMERCE BANK	D	4/27/2018			000000		61,367.49
5904	TASC	D	4/20/2018			000000		8,214.36
6415	GREAT WEST TANDEM KPERS 457	D	4/20/2018			000000		4,123.00
6952	ADP INC	D	4/20/2018			000000		6,431.04
6952	ADP INC	D	4/27/2018			000000		723.21
7285	ALLSTATE BENEFITS	D	4/26/2018			000000		805.31
7290	DELTA DENTAL OF KANSAS INC	D	4/20/2018			000000		2,812.98
7290	DELTA DENTAL OF KANSAS INC	D	4/27/2018			000000		1,587.00
7877	CORESOURCE	D	4/19/2018			000000		33,063.53
7877	CORESOURCE	D	4/26/2018			000000		22,040.60
7791	C4 HOLDINGS LLC	E	4/23/2018			000285		14.00
0046	ETTINGERS OFFICE SUPPLY	E	4/23/2018			000286		2,623.61
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	4/23/2018			000287		2,551.00
0068	BROOKS PLUMBING LLC	E	4/23/2018			000288		533.14
0077	THE LITTLE SHOP OF FLOWERS	E	4/23/2018			000289		45.00
0087	FORMS ONE, LLC	E	4/23/2018			000290		748.78
0112	MARRONES INC	E	4/23/2018			000291		55.45
0116	DANIEL E BRADEN	E	4/23/2018			000292		35.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0117	THE MORNING SUN	E	4/23/2018			000293		553.05
0203	GADES SALES CO INC	E	4/23/2018			000294		208.52
0272	BO'S 1 STOP INC	E	4/23/2018			000295		116.50
0276	JOE SMITH COMPANY, INC.	E	4/23/2018			000296		3,245.14
0294	COPY PRODUCTS, INC.	E	4/23/2018			000297		1,848.80
0335	CUSTOM AWARDS, LLC	E	4/23/2018			000298		737.75
0577	KANSAS GAS SERVICE	E	4/23/2018			000299		161.80
0709	PURVIS INDUSTRIES LTD	E	4/23/2018			000300		16.86
0746	CDL ELECTRIC COMPANY INC	E	4/23/2018			000301		722.00
0866	AVFUEL CORPORATION	E	4/23/2018			000302		28,127.40
1792	B&L WATERWORKS SUPPLY, LLC	E	4/23/2018			000303		303.13
2825	KANSAS DEPT OF ADMINISTRATION	E	4/23/2018			000304		453.13
4698	THE MORNING SUN	E	4/23/2018			000305		345.11
5014	MID-AMERICA SANITATION	E	4/23/2018			000306		512.32
5706	S THOMPSON LLC	E	4/23/2018			000307		1,510.00
5855	SHRED-IT US JV LLC	E	4/23/2018			000308		94.78
6117	ALEXANDER OPEN SYSTEMS, INC	E	4/23/2018			000309		3,018.75
6175	HENRY C MENGHINI	E	4/23/2018			000310		510.00
6402	BEAN'S TOWING & AUTO BODY	E	4/23/2018			000311		1,950.60
6577	GREENSPRO INC	E	4/23/2018			000312		725.00
7038	SIGNET COFFEE ROASTERS	E	4/23/2018			000313		37.13
7167	MAILFINANCE, INC	E	4/23/2018			000314		345.93

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7652	DEANNA GOERING	E	4/23/2018			000315		64.41
7655	HW ACQUISITIONS, PA	E	4/23/2018			000316		116.00
7667	BRENT'S ELECTRIC, LLC	E	4/23/2018			000317		145.61
7806	CORE & MAIN LP	E	4/23/2018			000318		2,857.50
5340	COMMERCE BANK TRUST	E	4/27/2018			000320		25,210.73
0046	ETTINGERS OFFICE SUPPLY	E	4/30/2018			000321		462.83
0105	PITTSBURG AUTOMOTIVE INC	E	4/30/2018			000322		33.83
0112	MARRONES INC	E	4/30/2018			000323		81.10
0117	THE MORNING SUN	E	4/30/2018			000324		360.64
0181	INGRAM	E	4/30/2018			000325		24.56
0253	TAMARA N NAGEL	E	4/30/2018			000326		20.00
0276	JOE SMITH COMPANY, INC.	E	4/30/2018			000327		191.76
0332	PITTCRAFT PRINTING	E	4/30/2018			000328		3,200.00
0363	FISHER SCIENTIFIC CO, LLC	E	4/30/2018			000329		153.26
0455	LARRY BARRETT BODY * FRAME * T	E	4/30/2018			000330		1,265.80
0571	WILBERT MFG. & SUPPLY	E	4/30/2018			000331		264.60
0726	PITTSBURG STATE UNIVERSITY	E	4/30/2018			000332		12,500.00
0866	AVFUEL CORPORATION	E	4/30/2018			000333		18,978.35
0910	SCAFFA	E	4/30/2018			000334		150.00
1490	ESTHERMAE TALENT	E	4/30/2018			000335		25.00
2161	RECORDED BOOKS, LLC	E	4/30/2018			000336		328.66
2960	PACE ANALYTICAL SERVICES INC	E	4/30/2018			000337		1,396.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3192	MUNICIPAL CODE CORP	E	4/30/2018			000338		387.20
4307	HENRY KRAFT, INC.	E	4/30/2018			000339		483.15
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	4/30/2018			000340		297.30
5049	CRH COFFEE INC	E	4/30/2018			000341		82.70
5275	US LIME COMPANY-ST CLAIR	E	4/30/2018			000342		4,621.64
5420	AQUIONICS INC	E	4/30/2018			000343		1,327.43
5482	JUSTIN HART	E	4/30/2018			000344		60.00
6117	ALEXANDER OPEN SYSTEMS, INC	E	4/30/2018			000345		13,212.77
6528	GALE GROUP/CENGAGE	E	4/30/2018			000346		206.31
6595	AMAZON.COM, INC	E	4/30/2018			000347		25,575.93
7028	MATTHEW L. FRYE	E	4/30/2018			000348		400.00
7038	SIGNET COFFEE ROASTERS	E	4/30/2018			000349		41.25
7401	JAMI L CROWDER	E	4/30/2018			000350		1,840.17
7799	SHELLYS CATERING LLC	E	4/30/2018			000351		3,289.00
7514	NTHERM, LLC	E	5/01/2018			000352		4,469.89
7869	WILLIAM BAZAR	R	4/18/2018			181906		425.00
0226	KDOR LIQUOR TAX	R	4/18/2018			181907		85.43
7885	ROBERT LOUIS MUNGLE II	R	4/18/2018			181908		600.00
1	WELCH, MEGHAN	R	4/18/2018			181909		275.00
2876	A-PLUS CLEANERS & LAUNDRY	R	4/20/2018			181910		676.00
7681	BACKGROUND INVESTIGATION BUREA	R	4/20/2018			181911		67.80
0004	MATT BACON	R	4/20/2018			181912		989.33

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7856	BARDAVON HEALTH INNOVATIONS, L	R	4/20/2018			181913		450.00
5506	MIKE E BROWN	R	4/20/2018			181914		70.00
6956	BSN SPORTS, INC	R	4/20/2018			181915		127.45
6887	TRAVIS CARLTON	R	4/20/2018			181916		70.78
7481	TIMOTHY CASHERO	R	4/20/2018			181917		70.00
1616	CITY OF PITTSBURG	R	4/20/2018			181918		100.00
6865	MICHAEL S COLE	R	4/20/2018			181919		70.00
0748	CONRAD FIRE EQUIPMENT INC	R	4/20/2018			181920		259.02
0375	WICHITA WATER CONDITIONING, IN	R	4/20/2018			181921		119.61
1	EVANS, RHONDA	R	4/20/2018			181922		140.00
7345	MIKE FORD	R	4/20/2018			181923		105.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	4/20/2018			181924		45.96
1900	ICMA	R	4/20/2018			181925		1,203.20
1	JAMES, BEN	R	4/20/2018			181926		51.48
6970	DR MARK L JOHNSON	R	4/20/2018			181927		1,000.00
2877	KDHE - BUREAU OF WATER	R	4/20/2018			181928		20.00
6656	KNIPP EQUIPMENT INC	R	4/20/2018			181929		695.00
7871	KNOWBE4, INC.	R	4/20/2018			181930		3,614.63
6750	HW LOCHNER, BWR DIVISION	R	4/20/2018			181931		3,590.53
7305	TAYLOR MARTIN	R	4/20/2018			181932		70.00
1	MILLER, WENDY	R	4/20/2018			181933		35.00
1847	MILLERS	R	4/20/2018			181934		115.00



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7550	MOBILE WIRELESS, LLC	R	4/20/2018			181935		4,968.00
7887	ZACKARIAH JERRON-DESHAUN ORTEG	R	4/20/2018			181936		99.74
7660	LOGAN ROBERTS	R	4/20/2018			181937		128.70
7882	PATRICK JAMES SARWINSKI	R	4/20/2018			181938		70.00
1	SINCLAIR, CANDACE	V	4/20/2018			181939		30.00
1	SINCLAIR, CANDACE	VOIDED						
1	SINCLAIR, CANDACE	VOIDED						
M-CHECK	SINCLAIR, CANDACE	VOIDED	V	4/20/2018		181939		30.00CR
1	SINCLAIR, CANDICE	R	4/20/2018			181940		30.00
7532	CRAIG TAYLOR	R	4/20/2018			181941		70.00
7884	TEAM 6 DESIGN, L.L.C.	R	4/20/2018			181942		350.00
0349	UNITED WAY OF CRAWFORD COUNTY	R	4/20/2018			181943		61.85
7881	LOGAN VANBECELAERE	R	4/20/2018			181944		70.00
7886	TRENT WALLACE	R	4/20/2018			181945		205.92
1108	WESTAR ENERGY	R	4/20/2018			181946		3,706.32
5371	PITTSBURG FAMILY YMCA	R	4/20/2018			181948		294.20
7878	LAW OFFICE OF MARK A WERNER	V	4/23/2018			181949		367.17
7878	LAW OFFICE OF MARK A WERNER							
7878	LAW OFFICE OF MARK A WERNER							
M-CHECK	LAW OFFICE OF MARK A WERVOIDED	V	4/23/2018			181949		367.17CR
7869	WILLIAM BAZAR	R	4/25/2018			181956		425.00
7889	DAVID SHORT	R	4/25/2018			181957		325.00
7888	PAUL VARGHESE	R	4/25/2018			181958		500.00
0175	REGISTER OF DEEDS	R	4/26/2018			181959		38.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6154	4 STATE MAINTENANCE SUPPLY INC	R	4/27/2018			181960		163.85
5561	AT&T MOBILITY	R	4/27/2018			181961		97.53
5506	MIKE E BROWN	R	4/27/2018			181962		160.00
6545	CENTER POINT INC	R	4/27/2018			181963		98.03
1	CHENOWETH, SARAH	R	4/27/2018			181964		192.72
1369	CITY ATTORNEYS ASSOCIATION OF	R	4/27/2018			181965		65.00
7891	SCOTT COCHRAN	R	4/27/2018			181966		128.70
6865	MICHAEL S COLE	R	4/27/2018			181967		120.00
0375	WICHITA WATER CONDITIONING, IN	R	4/27/2018			181968		38.73
7345	MIKE FORD	R	4/27/2018			181969		160.00
1	GOLDSCHMIDT, STEPHAN	R	4/27/2018			181970		111.28
7372	RANDY W. HEATHERLY	R	4/27/2018			181971		160.00
1370	KDH&E	R	4/27/2018			181972		1,430.00
1	KEENER, MEGAN	R	4/27/2018			181973		32.10
7708	TODD LEE	R	4/27/2018			181974		160.00
6750	HW LOCHNER, BWR DIVISION	R	4/27/2018			181975		10,039.00
7543	ERIK DAVID LYONS	R	4/27/2018			181976		160.00
7305	TAYLOR MARTIN	R	4/27/2018			181977		40.00
7887	ZACKARIAH JERRON-DESHAUN ORTEG	R	4/27/2018			181978		119.00
7882	PATRICK JAMES SARWINSKI	R	4/27/2018			181979		105.00
7892	KIRSTEN STEINLE	R	4/27/2018			181980		270.00
1	SUSNIK, DOE	R	4/27/2018			181981		32.10

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7890	SYN-TECH SYSTEMS INC	R	4/27/2018			181982		1,275.00
7532	CRAIG TAYLOR	R	4/27/2018			181983		160.00
7491	TWELVEONE RACE MANAGEMENT LLC	R	4/27/2018			181984		450.00
5533	UNIVERSITY BANK	R	4/27/2018			181985		31,024.02
7607	VGM CLUB	R	4/27/2018			181986		147.39
7886	TRENT WALLACE	R	4/27/2018			181987		99.74
2350	WASTE CORPORATION OF MISSOURI	V	4/27/2018			181988		920.56
2350	WASTE CORPORATION OF MISSOURI							
2350	WASTE CORPORATION OF MISSOURI							
M-CHECK	WASTE CORPORATION OF MISVOIDED	V	4/27/2018			181988		920.56CR
1108	WESTAR ENERGY	R	4/27/2018			181991		164.49
2350	WASTE CORPORATION OF MISSOURI	R	4/27/2018			181992		920.56

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		75	75,005.36	0.00	74,608.19
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		14	222,723.90	0.00	222,723.90
EFT:		67	176,275.06	0.00	176,275.06
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	3 VOID DEBITS	920.56			
	VOID CREDITS	1,317.73CR	397.17CR	0.00	

TOTAL ERRORS: 0

		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99	BANK: 80144TOTALS:	159	473,607.15	0.00	473,607.15
BANK: 80144	TOTALS:	159	473,607.15	0.00	473,607.15

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0806	JOHN L CUSSIMANIO	E	4/24/2018			000319		282.00

* * T O T A L S * *		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		0		0.00	0.00	0.00
HAND CHECKS:		0		0.00	0.00	0.00
DRAFTS:		0		0.00	0.00	0.00
EFT:		1		282.00	0.00	282.00
NON CHECKS:		0		0.00	0.00	0.00
VOID CHECKS:		0	VOID DEBITS	0.00		
			VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99	BANK: EFT	TOTALS:	1	282.00	0.00	282.00
BANK: EFT	TOTALS:		1	282.00	0.00	282.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 4/18/2018 THRU 5/01/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6585	CLASS HOMES 1 LLC	R	5/01/2018			181995		141.00
7585	ECONOMIC SECURITY CORPORATION	R	5/01/2018			181996		365.32
6182	ALAN FELDHAUSEN	R	5/01/2018			181997		887.00
7616	STEVE KUPLEN	R	5/01/2018			181998		375.00
1601	GRAIG MOORE	R	5/01/2018			181999		897.00
1800	DAN RODABAUGH	R	5/01/2018			182000		1,251.00
6451	NAZAR SAMAN	R	5/01/2018			182001		352.00
0472	LARRY SPRESSER, LLC	R	5/01/2018			182002		421.00
4636	WESTAR ENERGY, INC. (HAP)	R	5/01/2018			182003		1,422.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	9	6,111.32	0.00	6,111.32
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: HAP TOTALS:	9	6,111.32	0.00	6,111.32
BANK: HAP TOTALS:	9	6,111.32	0.00	6,111.32
REPORT TOTALS:	169	480,000.47	0.00	480,000.47

Passed and approved this 8<sup>th</sup> day of May, 2018.

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Jeremy Johnson, Mayor

ATTEST:

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Tammy Nagel, City Clerk



**FINANCE AND ADMINISTRATION**

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

(620) 231-4100

[www.pittks.org](http://www.pittks.org)

## Interoffice Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Jamie Clarkson, Director of Finance

**DATE:** April 30, 2018

**SUBJECT:** Fiscal year 2017 audit report and acceptance of Comprehensive Annual Financial Report (CAFR)

---

Please place this item on the May 8, 2018 City Commission agenda. Audrey Odermann of Mize Houser & Co., P.A., will be attending the meeting to provide an overview and answer questions.

cc: Tammy Nagel, City Clerk

## **INTEROFFICE MEMORANDUM**

To: Pittsburg City Commissioners  
From: Becky Gray, Director of Community Development and Housing  
CC: Daron Hall, City Manager  
Date: May 5, 2018  
Subject: Proposed Design Standards within a portion of the Downtown Overlay District

As you know, Brittan Brenner, Communications Major at Pittsburg State University, has been doing an internship this past semester (January – May) in the Community Development Department. One of Brittan's tasks was to engage the community in a planning process to prepare Design Standards for Broadway facing buildings, between 1<sup>st</sup> Street and 10<sup>th</sup> Street.

The proposed standards have crafted with input from the Infrastructure Committee of the Downtown Advisory Board, the broader Downtown community during an open house on April 17, and the Downtown Advisory Board on April 23<sup>rd</sup>.

The Infrastructure Committee recommended to the Downtown Advisory Board that they approve the Standards; On April 23<sup>rd</sup>, 2018, the Downtown Advisory Board approved the standards. They are now making a formal recommendation to the City Commissioners to also adopt the standards, and authorize the City's Building Official and the Downtown Advisory Board to hold projects in this area accountable to the adopted standards.



## Resolution No. 1203

Whereas, the downtown area is the most evident representation of the city and represents an important walkable commercial center; and

Whereas, downtown structures provide a unique representation of Pittsburg's economic and cultural history; and

Whereas, the Pittsburg community has entered into a period of growth that has drawn in multiple developers looking to build in Pittsburg; and

Whereas, there is a need for standards that provide guidance for the construction and improvement of buildings in the Downtown District due to their interdependency; and

Whereas, the Downtown Advisory Board has unanimously recommended the adoption of Downtown Design Standards to guide new construction, rehabilitation of existing structures, and open spaces;

Now therefore be it resolved that the City Commission hereby adopts and approves the proposed Downtown Design Standards and directs the City staff to take the proper steps to implement the standards.

ADOPTED AND PASSED by the Governing Body of the City of Pittsburg, Kansas, this 8<sup>th</sup> day of May, 2018.

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MAYOR – Jeremy Johnson

ATTEST:

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CITY CLERK – Tammy Nagel

# DOWNTOWN DESIGN STANDARDS



*City of Pittsburg, KS*  
May XX, 2018

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Setback and Spacing	15
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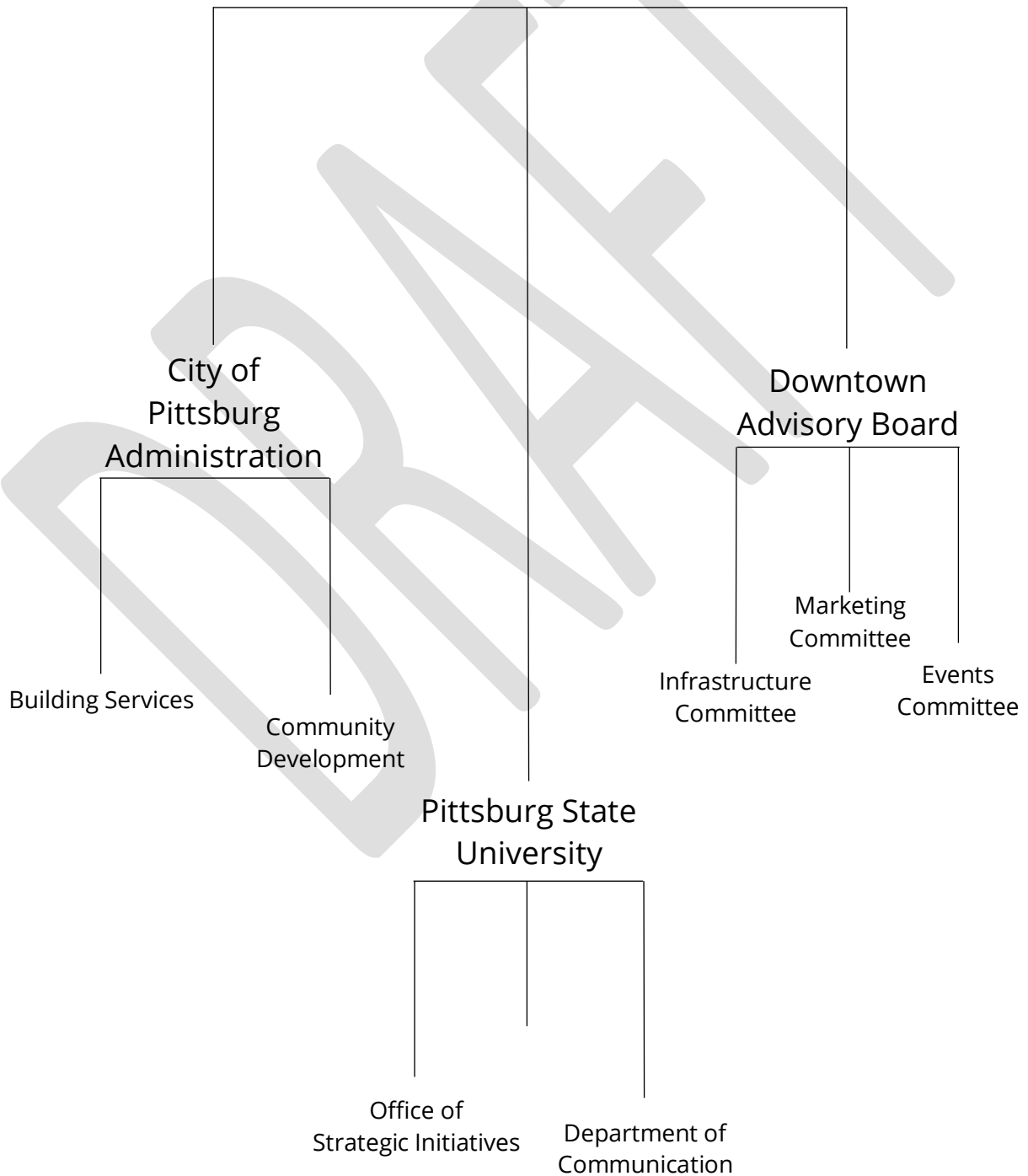


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# ACKNOWLEDGEMENTS

This project was made possible by the dedication and expertise of the following contributors.







## EXPLANATION OF VISION

It's no secret that the Pittsburg community has entered into a period of unprecedented growth. This growth has accumulated in residents and employment; but most notably in the growing size of the middle-class.

Pittsburg continues to grow fiscally in the opposite direction of the state curvature. While job growth for the state is down 0.5% that of what it was a year ago; the Pittsburg Metro-Area's growth is up 2.7%, a percentage that nearly doubles that of the national average (Davisson, 3). But the growth doesn't end there; it's directly transferring into the pockets of Pittsburg residents. While the state of Kansas has experienced a 2.4% increase in bankruptcies the Pittsburg Metro Area has witnessed a shockingly 26.8% decrease in bankruptcies (Davisson, 8).

With more money flowing into the Pittsburg economy we continue to see trends defying that of state and national averages. Home sales are up, credit scores are up, and the cost of living is significantly lower than the national average.

So why does any of this matter?

Because the middle class is growing and working in Pittsburg but living elsewhere. Pittsburg doesn't have the infrastructure to sustain the wealth that is accumulating here, that is, yet. For the first time in years, developers are flocking to Pittsburg; eager to grow their business in a low-cost but high-demand community.

In an attempt to accommodate this growing middle-class, new housing developments are underway with projects like the Pittsburg Highlands, Silverback Landing, Block 22, and Creekside Estates; all developments being built to fulfill varying housing needs within the community.

Now that we have a place for people to live, we must provide places for them to spend their money; places to eat, shop, and have fun. This is where downtown comes into play.

In an effort to maintain this season of growth and demand within Pittsburg City limits; the community has found a need for design standards to maintain the integrity and character of our historic downtown area while propelling the expansion of commercial and residential business within the Broadway corridor.

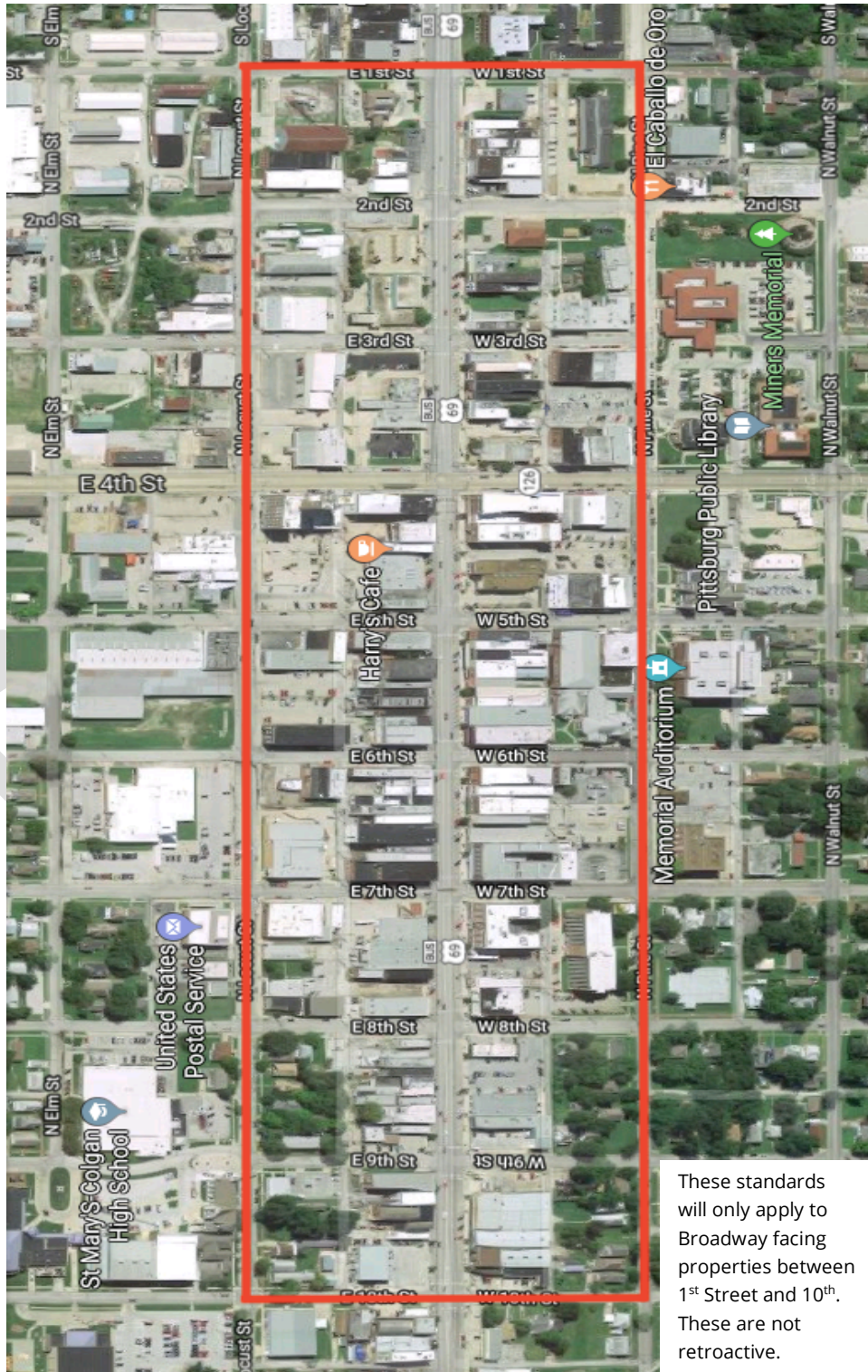
The following guidelines will explain the standards for rehabilitation of existing structures, new construction, and exterior features along with open spaces. Diagrams, photos, and pre-existing examples within the community will be integrated to ensure understanding of the correct and incorrect way to follow standards. It is important to recognize that these standards are NOT retroactive. Significant verbiage comes from a similar document, *Design Guidelines for Tonganoxie's Central Business District*.

Davidsson, D. (december 2017). The Pittsburg Micropolitan Area Economic Report. 5(4), 1-15.





# PROJECT SCOPE



These standards will only apply to Broadway facing properties between 1<sup>st</sup> Street and 10<sup>th</sup>. These are not retroactive.





## SECRETARY OF INTERIOR'S STANDARDS FOR REHABILITATION

As the creation of this document came to fruition, its creators were tasked with understanding where to begin. In an attempt to gain some perspective and momentum they turned to Federal regulations in *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*. This document provided very clear and direct expectations for the rehabilitation of historic buildings. It is important to recognize that the standards outlined in this document are not written to the degree of the federal documents but do draw influence from the Secretary's regulations. Below are some highlights from the Secretary's document:

1. A property shall be used for its historic purpose or shall be placed in a new use that requires minimal changes to the defining characteristics of the building and its site and environment.
2. The historic character of a property will be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained or preserved.
5. Distinctive features, finishes and construction techniques are examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and the visual qualities and where possible, materials. Replacement of missing features shall be sustained by documentary, physical or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

If you would like to read the document in its entirety, please use the following link:  
<https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>



# REHABILITATION OF EXISTING BUILDINGS





## EXPOSED BRICK & STONE MASONRY

### Recommended:

1. Retaining and preserving masonry features that are important in defining the overall character of a building such as walls, brackets, cornices, window surrounds, door surrounds, steps, columns, and details.
2. Providing proper drainage to ensure water does not accumulate on masonry surfaces.
3. Only clean when necessary to avoid deterioration or to remove graffiti/significant stains. Cleaning (if necessary) should be done via the gentlest means possible, such as a low-pressure water (<400 psi), mild detergents, and natural bristle brushes.
4. Cracks and missing bricks should be repaired upon discovery. The mortar should be repaired or replaced without causing further damage. Only the affected areas should be removed, new mortar should match the look, feel, and integrity of the original mortar, and new joints should match that of the old joints.
5. The use of water repellants and surface treatments that are not breathable should not occur. Only approved materials should be used in this regard.
6. All repairs should be done only when necessary and should always match the original material in color, shape, size, integrity, and style.
7. The design and installation of new masonry features (steps or door surrounds) should be completed in a manner that aligns with the pre-existing appearance of the building.

### Avoid:

1. Removing or replacing features in a way that significantly alters their appearance.
2. Applying unapproved paint or other coatings for cosmetic purposes. Paint should not be used to cover up necessary repairs.
3. Failing to fix deteriorating mortar joints and allowing further deterioration.
4. Cleaning masonry surfaces to create a new appearance, needlessly introducing chemicals or moisture to features, or abrasively cleaning it (sandblasting). These methods could cause further deterioration in the future and should be avoided.
5. Needlessly removing old mortar from sound joints and repointing when unnecessary. Using ready-mix mortars with high Portland cement content as it can be stronger than original brick and cause shifting and cracks.
6. Replacing an entire masonry feature when only few alterations or repairs are necessary to maintain the integrity of said feature. Substituting material that does not match.
7. Installing new masonry features that do not match the historical time, look, or integrity of the original structure.



# EXPOSED BRICK & STONE MASONRY

Recommended:



Avoid:







## PAINTED MASONRY / MURALS / ORNAMENTATION

### Recommended:

1. Painted masonry surfaces should be inspected for overall condition to determine if/when repainting would be necessary.
2. Should paint removal be necessary, it should be done in the gentlest way possible by removing loose paint only to the next sound layer.
3. When painting; ensure that surfaces are prepared appropriately and all painting instructions for use are followed.
4. Repairing damaged details and restoring them to their original glory. If damaged beyond repair, attempting to replace detailing with historically similar designs.
5. Cornices hold significant definition to buildings and should be maintained to their original grandeur.
6. Using colors that are based on the building's historical appearance. If a palette cannot be obtained; match the colors to the traditional character of the building.
7. Appropriate paints made for brick and other masonry surfaces should be used to ensure breathability of stone.
8. Commissioned art pieces/murals should be brought before the Downtown Advisory Board for approval. Sides of buildings are included in this process.

### Avoid:

1. Removing old paint from masonry structures; in some instances, paint was used as a means to repair or pause deterioration.
2. Radically changing the type or color of paint used.
3. Using new paint colors that are inappropriate to the building or surrounding buildings.
4. Adding "false" details, decorations, and cornices using decorative details from other buildings that do not align with the original design of the building.
5. Painting surfaces that have never before been painted.
6. Painting large quantities of exterior space with contrasting vibrant colors or using more than three colors in total.
7. Painting a building colors that are glaringly different than that of the adjoining buildings.





## ARCHITECTURAL METALS/STUCCO/CONCRETE

### Recommended:

1. Provide proper drainage to ensure water does not accumulate on surfaces.
2. Regular maintenance of architectural metals including cleaning, sealants, and repainting.
3. Repairs of metal features by patching, splicing, or otherwise reinforcing metals should be done to enhance value. In cases in which repair is not possible; replacement of metal should be done so in a manner that matches that of the previous metal.
4. Maintaining and preserving; removing and replacing damaged areas with material that are alike in shape and color.
5. Concrete that is damaged should be cut and replaced only in affected areas. New repairs should be completed in a manner that matches the original work in integrity, color, and texture.

### Avoid:

1. Dramatically altering metal features or removing major parts of the metal features without repairing or replacing only the deteriorated portions.
2. Failing to treat causes of corrosion; specifically, moisture.
3. Placing indoor metals in exterior places thus subjecting them to unnecessary weathering.
4. Replacing a metal feature when repair or revitalization is an option.
5. Removing stucco from masonry buildings. Even if the stone was originally exposed; it is best to conduct a test patch to ensure structural integrity of the masonry work prior to complete removal of stucco.
6. Patching concrete without removing deteriorated portions first.





## SIDING AND FACADES

### Recommended:

1. When safe to do so, removing siding from buildings to bring back the original building walls and design elements.
2. Maintaining the original character and look of defining elements.
3. Removing inappropriate alterations made in the past to facade that takes away from the original design.
4. Repairing facade with materials and elements that match and maintain the historical look of the building.
5. When replacing a major portion that cannot be repaired due to deterioration, using the prior material and look as the model for replacement.

### Avoid:

1. Using siding as a substitutive means of repairing or replacing deteriorating masonry walls or features.
2. Covering original wall material with inappropriate siding such as: barn siding, aluminum, imitation rock, plastic and synthetic stucco.
3. Removing or radically altering facades.
4. Purposefully allowing facades to deteriorate to a point of disrepair.
5. Replacing an entire facade when only a minor repair is necessary. Substituting appropriate materials for those of cheaper quality or altering appearance.







## ROOFS/FIRE SUPPRESSION

### Recommended:

1. Approved roofing materials should be used.
2. Roofing projects should be completed in a full manner with all steps completed and done properly according to the manufacturer.
3. Roofs should have continuous coverage that goes up the parapet wall. Parapet walls should then be capped in a manner that prevents water seeping into mortar and bricks.
4. One building should have one roof. Should a building be split into separate parcels it is the responsibility of both parties to work jointly in purchasing and maintaining one roof.

-Reference: 2012 International Building Code (705.11.1 Parapet construction) for further details.

5. Follow City regulations regarding fire suppression measures fully.

### Avoid:

1. The use of tarps, signs, or other materials not intended to be used as roofing materials as roofing material.
2. Recognizing/being aware of a leak on one's own building and failing to properly fix it with appropriate roofing materials.





## DOORS/ENTRANCES/WINDOWS

### Recommended:

1. Obtaining, using, and sustaining original doors if feasible. If not possible, replacing doors with ones of similar style and scale that maintain functionality.
2. Maintaining original side lighting and transoms to preserve the historical appearance of entrances.
3. Retaining the appearance and functionality of entrances according to the original intent of the initial design through cyclical maintenance and re-application of necessary protective coatings.
4. Maintaining any original windows if at all possible. If windows are damaged beyond repair attempting to incorporate historical windows into design or into a second-use purpose.
5. Removing items used to board windows to expose windows.
6. Vacant spaces should be dressed with a pseudo-wall and appropriate décor (see below)

### Avoid:

1. Altering the shape and size of doors within entrances.
2. Stripping entrances of historic material such as: wood, cast iron, tile, and brick.
3. Removing entrances or dramatically altering due to a reorientation effort to accommodate new use.
4. Cutting new entrances into buildings on walls that face the street. Altering side-entrances to appear as a main entrance.
5. Using ornate decorative doors on secondary and rear entrances.
6. Tinting surfaces that are created with the intent to remain transparent for any reason.
7. Replacing windows that can be repaired. Drastically altering the shape and size of windows that are important to defining the character of the building.
8. Implementing shutters, unless historically appropriate or operable.
9. Using storm windows that are smaller than the window opening or that allow for moisture to seep in and damage window frames.
10. Replacing windows with coverings of any kind in an attempt to save on utility costs.





## NEW CONSTRUCTION & ADDITIONS





## ELEMENTS OF DESIGN

### Recommendation:

- Mass/Proportion:
  - o Building massing should fit with existing patterns on their block in height, articulated masses, visual skylines, and pedestrian-scaled street fronts.
    - If original building was designed to share walls with neighboring buildings, new structures should abide by said standard as well.
  - o Buildings should be built with materials that match the existing structures surrounding it.
    - See rehabilitation standards for specifications.
  - o Building height should match that of neighboring buildings.
    - Buildings are preferred to be two stories in height to match the theme of the Downtown Area; if only one story tall, a two-story facade should be built to create the illusion of height.
  - o New buildings should consist of a base, middle, and cap.
- Pattern:
  - o If a pre-existing pattern is in place with regard to window placement, entrances and doors, architectural designs, etc. along the block they should be continued by new construction.
- Alignment:
  - o Buildings are preferred to be built in a straight line that aligns with the pre-existing buildings on said block.
    - Example: If all building facades and entrances face east then new buildings should as well.
- Setback and Spacing:
  - o Building facades should be placed on the property line with the exception of commercial spaces that require outdoor seating or outdoor space in the front.
    - Any outdoor space should be designed, and maintenance shall be the responsibility of the property owner.
- Materials:
  - o Approved masonry type materials should be used to construct new buildings.
  - o Ornamentation and architectural elements should be designed with the historic design of neighboring buildings in mind.
  - o Mirrored or tinted glass should be avoided.
- Color:
  - o Colors of new buildings should harmonize with those of neighboring and adjacent buildings.
    - Neutral colors are best for main body of buildings while lighter or darker colors are acceptable for detailing.
  - o Color should be used as a means of tying together architectural design elements.
    - No more than three colors should be used in building design.



## EXTERIOR FEATURES & OPEN SPACE



## SIGNAGE/AWNINGS

### Recommended:

1. Creating and showcasing signs that match the design of the building in regard to color usage and graphics.
2. Signs are to be attached to the building directly above the main entrance or centered on the width of the building.
3. Small signs hung off the side of a building should be hung with appropriate bracketing materials that match the building.
4. Implementing signs with simple and legible writing that compliment neighboring buildings and businesses.
5. Awnings should be made of approved materials.
6. Awnings should only be installed so long as the color and design matches the overall design of the building.
7. Awnings should be maintained should the owner choose to install them on their building.
8. All signage should abide by Article 27 of the City Zoning Ordinances.

### Avoid:

1. Using vinyl stickers on windows to serve as primary signage.
2. Installing large signs with more than one lighting element meant to draw attention of drivers from a distance.
3. Installing signs that serve as a screen that can be programmed to change like a tv screen.
4. Mounting signs on the roof.
5. Applying signage to windows that cover more than 50% of the window; thus, devaluing the transparency of a window.
6. Designing and installing signs of a size and color that overpower other signs nearby.
7. Having multiple small signs rather than one prominent sign.
8. Installing awnings in a manner that damage the building or clocks important features.
9. Installing awnings made of materials that are not durable.
10. Using awnings whose colors are incompatible with the design of the building or its neighboring buildings.



## ALLEY & REAR PARKING LOT FACADES

### Recommended:

1. Primary parking is to be in the rear.
2. Rear facades should be designed to match that of the front in a way that is less ornate but still cohesive.
3. There should be a clear difference between truck-loading areas and pedestrian access.
4. Murals painted on sides of buildings should be brought before the Downtown Advisory Board.

### Avoid:

1. Crossing pedestrian access and truck loading access spots.
2. Creating rear facades that are more ornate or rival the design of the front facade in a way that confuses customers as to which is the main entrance.



(Published in The Morning Sun on \_\_\_\_\_, 2018)

ORDINANCE NO. G-1281

AN ORDINANCE creating Article VI in Chapter 62 of the Pittsburg City Code for the purpose of creating a Sustainability Advisory Committee, and determining the membership, duties and functions of said Sustainability Advisory Committee.

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

Section 1. Article VI in Chapter 62 of the Pittsburg City Code is hereby created as follows:

**ARTICLE VI. SUSTAINABILITY ADVISORY COMMITTEE**

**Sec. 62-160. Creation; membership.**

It is hereby declared to be in the best interests of the City to create a Sustainability Advisory Committee to be composed of seven (7) members appointed by the Governing Body, all of whom are to be selected for their wisdom, ability, and interest in issues related to sustainability issues, programs and practices in the City of Pittsburg. The members shall each serve a two-year term of office, and all members shall have an interest in the promotion and establishment of sustainability, issues, programs and practices.

**Sec. 62-161. Election of Officers.**

The members of the Sustainability Advisory Committee shall annually elect one of its own members as chairperson and another as vice-chairperson, each of whom shall serve for one year and until successors are appointed.

**Sec. 62-162. Ex-officio member; secretary.**

The City Manager or his or her designee shall be an ex-officio member of the Committee and shall act as secretary and keep minutes, but shall not be entitled to vote on any matter considered by the Committee.

**Sec. 62-163. Filling of vacancies; removal; quorum.**

Upon the expiration of the term of any member, the Governing Body shall elect that member or some other qualified individual to a two-year term of office; provided, however, that no member shall serve more than three consecutive terms. Any member may be removed by the Governing Body for failing to attend meetings of the Sustainability Advisory Committee or for no longer meeting the criteria for service. Should any member of the Sustainability Commission resign, pass away, or be removed by the Governing Body, the Governing Body shall appoint some other qualified individual to serve the former member's unexpired term. Three members of the Sustainability Advisory Committee shall constitute a quorum.

**Sec. 62-164. Functions.**

The Sustainability Advisory Committee shall perform the following functions:

- a) Monitor and review environmental protection, waste reduction, recycling, energy conservation and natural resource conservation efforts of the City.
- b) Assist the governing body and city staff to develop and establish goals and priorities for future environmental protection, waste reduction, recycling, energy conservation and natural resource conservation efforts of the City.
- c) Advise the governing body and the city staff on practical methods and programs to reach the goals for future environmental protection, waste reduction, recycling, energy conservation and natural resource conservation efforts of the City.
- d) Assist the governing body and city staff identify and pursue potential funding sources and options for environmental protection, waste reduction, recycling, energy conservation and natural resource conservation efforts of the City.
- e) Serve as a liaison to other City boards and committees on sustainability issues, programs, and practices.
- f) Educate and promote sustainability practices and programs and foster community participation for sustainability practices and programs.

**Sec. 62-165. Operational processes; meeting frequency.**

The Sustainability Advisory Committee may adopt, define and amend its operational processes, in writing, and shall submit the same to the City Clerk. The Committee shall meet at least quarterly at a time and place as fixed by the chairperson. Special meetings may be called by the chairperson or, in his or her absence, the vice-chairperson.

Section 2. This Ordinance shall take effect upon its passage and publication in the official city newspaper.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor – Jeremy Johnson

ATTEST:

\_\_\_\_\_  
Tammy Nagel – City Clerk

City of Pittsburg, Kansas  
2018 Budget Recap  
As of April 30, 2018  
(33.33% of Fiscal Year has passed)

Budgeted Funds	Un-Encumbered Cash Balance 1/1/2018	Revenues (1)			Expenditures			Y-T-D Net	Un-Encumbered Cash Balance 4/30/2018
		Adopted Budget 2018	Y-T-D Revenues 4/30/2018	Percent Received	Adopted Budget 2018	Y-T-D Expenses 4/30/2018	Percent Used		
General Fund	\$ 4,370,941	\$ 23,511,212	\$ 8,982,432	38.20%	\$ 26,373,453	\$ 7,944,390	30.12%	\$ 1,038,042	\$ 5,408,983
Public Library	221,396	890,673	477,565	53.62%	1,023,596	260,547	25.45%	217,018	438,414
Public Library Annuity	170,721	450	546	121.43%	174,757	3,516	0.00%	(2,970)	167,751
Special Alcohol & Drug	81,970	86,000	24,771	28.80%	166,361	67,884	40.81%	(43,113)	38,857
Special Parks & Recreation	-	86,000	24,771	28.80%	86,000	24,771	28.80%	-	-
Street & Highway	187,150	1,039,000	441,650	42.51%	1,150,799	353,873	30.75%	87,777	274,927
Street & Highway Sales Tax	325,898	2,367,344	707,633	29.89%	2,530,540	34,920	1.38%	672,713	998,611
Section 8 Housing	5,976	1,561,150	500,074	32.03%	1,561,858	491,185	31.45%	8,889	14,865
Revolving Loan Fund	3,042,298	1,262,709	449,637	35.61%	3,971,008	381,616	9.61%	68,021	3,110,319
Debt Service	964,528	3,759,660	1,211,341	32.22%	4,716,536	650,908	13.80%	560,433	1,524,961
Public Utilities	2,052,457	7,992,924	2,596,305	32.48%	10,338,171	2,539,848	24.57%	56,457	2,108,914
Capital Reserves (1)	800,000	-				731,800		(731,800)	68,200
Stormwater	428,802	836,898	283,520	33.88%	1,017,818	151,532	14.89%	131,988	560,790
Totals	\$ 12,652,137	\$ 43,394,020	\$ 15,700,245	36.18%	\$ 53,110,897	\$ 13,636,790	25.68%	\$ 2,063,455	\$ 14,715,592

**Notable Items:**

\*Sales Tax revenue is down 1.4% compared to same period in 2017.

\*Gaming Revenue average is \$29,640 per month in 2018