

City of Pittsburg, Kansas  
Commission Meeting Agenda  
Tuesday, June 10, 2025  
5:30 p.m.

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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, June 10, 2025**  
**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 (ROLL CALL VOTE):**

- a. Approval of the May 27, 2025, City Commission Meeting minutes.
- b. Approval of the request submitted by Angie Hadley, Director of The Restorative Justice Authority, to appoint Theresa Grass, LMLP, LMAS, to a three-year term as a member of the Juvenile Corrections Advisory Board (JCAB), effective immediately.
- c. Approval of staff request to purchase refuse containers from Elliott Equipment Co., in the amount of \$46,377.00, and authorize the Mayor to sign the necessary documents on behalf of the City.
- d. Approval of the Economic Development Advisory Committee's (EDAC) recommendation to support the Pittsburg State University Kelce College of Business Economic Research Proposal at an investment level of \$32,500 to fund the project for one year.
- e. Approval of the Appropriation Ordinance for the period ending June 10, 2025, subject to the release of HUD expenditures when funds are received.

**CONSIDER THE FOLLOWING:**

- a. PURCHASE OF SANITATION TRUCK – Consider staff request to purchase a 2026 Freightliner 25-yard sanitation truck from Elliott Equipment Co., in the total purchase price of \$258,900.00. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**
- b. PURCHASE OF FIRE APPARATUS – Consider staff request to purchase a Pierce Velocity Aerial apparatus and associated equipment in the amount of \$2,099,997.36 and authorize staff to begin the formal bid process to secure financing for the purchase. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

**CITY OF PITTSBURG, KANSAS**  
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- c. ORDINANCE NO. S-1107 – Consider approval of Ordinance No. S-1107, granting to Kansas Gas Service, a Division of ONE Gas, Inc., and its successors and assigns, a natural gas franchise, prescribing the terms thereof and relating thereto, providing definitions of terms, prescribing a franchise fee, providing terms and conditions for the use of public rights-of-way, requiring advance notice of work and duty to repair, providing for indemnification and a hold harmless agreement, providing for rules and regulations, prescribing insurance requirements, reserving certain rights, providing for revocation and termination, providing for an acceptance of the terms of the franchise, providing for a reopener, providing for notice of annexations, prescribing relevant governing law, providing for transfer and assignment of the franchise, providing for points of contact and notifications, providing for an agreement to renegotiate, and repealing all ordinances or parts of ordinances inconsistent with or in conflict with the terms hereof. **Approve or disapprove Ordinance No. S-1107 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

**NON-AGENDA REPORTS AND REQUESTS:**

**EXECUTIVE SESSION:**

- a. An Executive Session is necessary for consultation deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2), to discuss a potential lawsuit. **Motion to recess into Executive Session for 10 minutes to discuss a potential lawsuit, pursuant to the consultation deemed privileged in the attorney-client relationship exemption under K.S.A. 75-4319(b)(2) with the meeting to resume in the Commission Room in 10 minutes.**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
May 27, 2025

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A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, May 27<sup>th</sup>, 2025, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Dawn McNay presiding and the following members present: Cheryl Brooks, Chuck Munsell, and Ron Seglie. Commissioner Stu Hite was absent.

Mayor McNay led the flag salute. Absent: Hite.

PROCLAMATION - Mayor McNay proclaimed May 27<sup>th</sup>, 2025, as Pittsburg State University President Dr. Dan Shipp Day in Pittsburg. Absent: Hite.

PITTSBURG POSITIVE – Mayor McNay recognized individuals from Pittsburg’s Municipal Court, the Community Health Center of Southeast Kansas, and the Crawford County Mental Health Center for their efforts in creating the Pathways to Hope Program. Absent: Hite.

PUBLIC INPUT - SILVERBACK LANDING PROJECT - Kristi Bitner, 1508 Bitner Court, expressed concern regarding the lack of progress at the Silverback Landing Project. Absent: Hite.

APPROVAL OF MINUTES – On motion of Seglie, seconded by Brooks, the Governing Body approved the May 13, 2025, City Commission Meeting minutes as presented. Motion carried. Absent: Hite.

ADDENDUM TO HANGAR LEASE – On motion of Seglie, seconded by Brooks, the Governing Body approved staff recommendation to accept an Addendum to Hangar Lease between the City of Pittsburg, Kansas, and K.W. Brock Directories, Inc. in regard to the Hangar located at 3503 Airport Circle, and authorized the Mayor to sign the Addendum on behalf of the City. Motion carried. Absent: Hite.

WATER SERVICE OUTSIDE THE CITY LIMITS – MENCHETTI – On motion of Seglie, seconded by Brooks, the Governing Body approved the application submitted by Robert Menchetti for water service outside the corporate City limits to property located at 1051 East 570<sup>th</sup> Avenue. Motion carried. Absent: Hite.

TYLER TECHNOLOGIES AGREEMENT – On motion of Seglie, seconded by Brooks, the Governing Body approved staff recommendation to enter into an agreement with Tyler Technologies for the implementation of Cloud services for a year-one cost of \$111,982, with an annual savings of approximately \$55,000 after the first year, and authorized the Mayor to sign the Software As A Service Agreement on behalf of the City. Motion carried. Absent: Hite.

APPROPRIATION ORDINANCE – On motion of Seglie, seconded by Brooks, the Governing Body approved the Appropriation Ordinance for the period ending May 27, 2025, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, McNay, Munsell and Seglie. Motion carried. Absent: Hite.

OFFICIAL MINUTES  
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FAA GRANT APPLICATION – On motion of Munsell, seconded by Brooks, the Governing Body authorized City Staff to apply for the FAA Grant for AIP & IIJA-AIG Project Numbers 3-20-0069-024-2025 & 3-20-0069-026-2025 and authorized staff and the City Attorney to sign and accept the forthcoming FAA grant offer. Motion carried. Absent: Hite.

AWARD OF CONSTRUCTION CONTRACT – On motion of Seglie, seconded by Brooks, the Governing Body awarded the construction contract for the reconstruction of the Partial Parallel Taxiway to Runway 4/22, City Hangar Taxilane, and East-West Connector Taxiway to Emery Sapp & Sons, Inc. of Springfield, Missouri, for the Base Bid + Alternate Bid 1 + Alternate Bid 2 in the amount of \$2,056,701.12, pending FAA concurrence and successful receipt of grant. Motion carried. Absent: Hite.

APPROVAL OF AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES – On motion of Brooks, seconded by Munsell, the Governing Body approved Amendment No. 1 to the Agreement for Consulting Services with Olsson, Inc. for Construction Phase and Close-Out Phase services associated with the FAA grant-funded improvements to the Atkinson Municipal Airport in the amount of \$217,400.00, and authorized the Mayor to sign the Amendment on behalf of the City. Motion carried. Absent: Hite.

UTILITY RELOCATION AGREEMENT - COX COMMUNICATIONS – On motion of Seglie, seconded by Brooks, the Governing Body approved a Utility Relocation Agreement with Cox Communications Kansas, LLC, a Delaware limited liability company, for the relocation of communication lines serving the west hangar row in coordination with improvements at the Atkinson Municipal Airport, and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried. Absent: Hite.

UTILITY RELOCATION AGREEMENT - EVERGY – On motion of Brooks, seconded by Seglie, the Governing Body approved a Utility Relocation Agreement with Evergy Kansas South of Topeka, Kansas, for the relocation of power service and transformer serving the west hangar row in coordination with improvements at the Atkinson Municipal Airport, and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried. Absent: Hite.

ADJOURNMENT – Commissioner Seglie moved to adjourn the meeting. Absent: Hite.

PUBLIC INPUT FOLLOW-UP – Commissioner Munsell asked if Ms. Bitner's questions from Public Input would be answered. Absent: Hite.

MOTION RETRACTION - Commissioner Seglie retracted his motion to adjourn the meeting. Absent: Hite.

PUBLIC INPUT FOLLOW-UP - City Manager Daron Hall provided information regarding the current status of the Silverback Landing development. Absent: Hite.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
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May 27, 2025

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ADJOURNMENT - On motion of Seglie, seconded by Brooks, the Governing Body adjourned the meeting at 6:00 p.m. Motion carried. Absent: Hite.

\_\_\_\_\_  
Dawn McNay, Mayor

ATTEST:

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

# The Restorative Justice Authority



665 S. 69 Highway Pittsburg, KS 66762  
(620) 235-7118 x 411 Phone (620) 235-7107 Fax

June 5, 2025

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

RE: Board Appointment

Dear Mayor,

Theresa Grass, LMLP, LMAS, Addictions Counselor, and Behavioral Health Therapist with the Community Health Center of Southeast Kansas, was asked to serve as a general representative for the City of Pittsburg as a member of the Juvenile Corrections Advisory Board (JCAB). Theresa has experience working with at-risk youth and would be an excellent addition to our board. Therefore, I am requesting approval for this appointment, effective immediately.

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

Thank you,

  
Angie Hadley  
Director

This appointment is made through the Board of the City Commissioners and the City Mayor.

\_\_\_\_\_  
Dawn McNay, Mayor

\_\_\_\_\_  
Date

cc: Kansas Department of Corrections

## Interoffice Memorandum

TO: Daron Hall

FROM: Dexter Neisler, Director of Property and Sanitation

DATE: June 3<sup>rd</sup>, 2025

Subject: Approval of purchase of refuse containers

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I am writing this to request approval from the commission to authorize \$46,377.00 for the purchase of poly carts.

I kindly request that this matter be included on the agenda for the upcoming June 10<sup>th</sup>, 2025, commission meeting. The actions to be considered include waiving of the City's formal bid process and approving future purchases of refuse containers.

**Dexter Neisler**  
Director of Property and Sanitation  
City of Pittsburg, KS 66762  
620-230-5517  
[Dexter.neisler@pittks.org](mailto:Dexter.neisler@pittks.org)





3100 West 76th Street  
Davenport, IA 52806  
Ph: 563-391-4840

Elliott Sanitation Equip. Co.  
1245 Dawes Avenue  
Lincoln, NE 68521  
Ph: 402-474-4840

4000 SE Beisser Drive  
Grimes, IA 50111  
Ph: 515-986-4840  
Fx: 515-986-9530

14219 Norby Road  
Grandview, MO 64030  
Ph: 816-761-4840

4400 E 60th Ave  
Commerce City, CO 80022  
Ph: 303-853-4840

## Quote

Date	Quote #
4/10/2025	22826
Proposed Shipping Date	
2-3 Weeks ARO	
Terms	
Net 30	
Rep	
KMH	

City of Pittsburg  
201 West 4th St.  
PO Box 688  
Pittsburg, KS 66762

### Here is our quotation on the goods named, subject to the conditions noted:

**CONDITIONS:** The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Quoted Prices are good for 60 days.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

**TERMS:** Equipment is due on receipt. Carts, Containers, Parts & service are Net 30 unless otherwise noted on your account. Balances over 30 days from the date of invoice are subject to finance charges up to 1.5% per month.

Qty	Item	Description	Price	Total
793	USD95Q.Gray	Schaefer Model USD95Q 95 gallon cart with 10" wheels, Charcoal Gray body, black lid. Hot Stamp on file. Serial numbers picked up from previous order.	56.00	44,408.00
1	Freight	Shipping & Handling	1,969.00	1,969.00
<b>Total</b>				<b>\$46,377.00</b>

TO CONFIRM ORDER, SIGN AND RETURN

X \_\_\_\_\_



## Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Blake Benson, Economic Development Director

**DATE:** June 2, 2025

**SUBJECT:** June 10, 2025 Agenda Item  
Kelce College of Business economic research services

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Since 2014, the City has partnered with the Kelce College of Business to compile and publish vital business and economic indicators. In return, the Kelce College commits to publishing four quarterly economic indicator reports that are mailed to all entities with a City business license, with extras available to be utilized in various marketing efforts. The reports have been well-received by the community and to those requesting detailed demographic and economic information. The Kelce College also publishes an annual economic profile, coordinates the quarterly *Cost of Living Index Report* and has provided supporting data/research for the City's housing and economic development efforts at no additional cost.

Staff recommendation is to continue funding the project at the same amount, \$32,500, for the next year.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 10, 2025. Action being requested is approval or denial of the staff recommendation.



**KELCE**  
**COLLEGE OF BUSINESS**  
Pittsburg State University

1701 South Broadway  
Pittsburg, KS 66762-7539  
Voice: (620) 235-4598  
Fax: (620) 235-4578  
cob@pittstate.edu  
www.pittstate.edu/kelce

May 14, 2025

Mr. Jay Byers, Deputy City Manager  
City of Pittsburg  
201 West 4<sup>th</sup> Street  
Pittsburg, KS 66762

Dear Jay,

Again this year, the Pittsburg State University Kelce College of Business expresses its deep appreciation to the City of Pittsburg and its Economic Development Advisory Committee for the financial support of our Business and Economic Research Center's quarterly *Pittsburg Micropolitan Area Economic Report (PAMR)* and the annual *Pittsburg Micropolitan Area Economic Profile*. These publications continue to provide expert analysis and insights into current trends affecting business in the Pittsburg community. Both publications are supported by the Business and Economic Research Center's (BERC) 'Pittsburg Micropolitan Area Economic Data' website where past issues may be downloaded and where visitors can access historical time series data for a wide variety of economic indicators. Direct links to this service are featured on both the City and Chamber of Commerce websites making the data available to both existing and prospective business managers and community leaders. The site is also available through other links serving the economic development research community.

***This past year we reached the milestone of 10 years of continuous service to the Pittsburg community!*** Over these years we have received numerous positive comments and words of appreciation from local business and civic leaders about our publications and services. We believe that our efforts are making strong positive contributions to our local economic community. Given the importance of this outreach effort to increase investments in our community, the Kelce College of Business is committed to continuing to provide and enhance this service to the Pittsburg area.

We hereby ask for the Economic Development Advisory Committee's continued support for this work through another round of annual funding. Attached is a proposed budget for the quarterly micropolitan report and the production of the Pittsburg area economic projection and forecast. The report will continue to be physically distributed each quarter to nearly one thousand businesses and organizations in Pittsburg and Crawford County and another 100 provided to visitors and other groups interested in Pittsburg's economy. This year we request a \$32,500 commitment – the same as last year. While costs of data, supplies, and personnel also continue to increase, we work hard to minimize expenditures and do not seek an increase in the Committee's support this year.

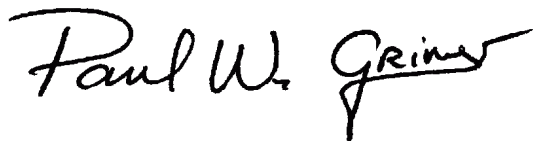
The requested funding will allow us to continue producing the quarterly report, the annual economic profile, and the local area economic database website, all under Dr. Michael Davidsson's leadership. In addition, it will allow us to maintain the IMPLAN: Economic Impact Analysis for Planning software package, data, and accompanying training. The IMPLAN package is the state-of-the-art statistical package that is used by regional economists to determine the local impact of new businesses, plant relocations, and other major events on the local economy.

Attached please find a breakdown of how the requested dollars will be spent. Also shown is the matching financial commitment that the university and the Kelce College are making toward this public service project. Twenty percent of Dr. Michael Davidsson's work hours are allocated to the project and the research that supports it. To capture the additional indirect costs of office space, utilities, and office equipment use that also support the project, I have estimated these overhead expenditures at the university's federally negotiated recovery rate used for grants and contracts. The university's estimated commitment to this project is more than \$54,000 for the coming year. Given the importance of Dr. Davidsson's work, this past year the university extended Dr. Davidsson's position as Director of the BERC from a nine-month contract to a twelve-month contract. Also, the university is currently searching for two additional full-time positions that will assist and expand the BERC's work (an econometrician to build a regional economic forecasting model and a data analyst). As you can see, this valuable project is truly a joint City-University partnership.

Professor Davidson and I are available to answer any questions or concerns you may have with this request.

Thank you for your support and consideration. The Kelce College of Business is committed to partnering with the City of Pittsburgh, the Economic Development Advisory Committee, and the Pittsburgh Area Chamber of Commerce in furthering the economic development of our community.

Sincerely,

A handwritten signature in black ink that reads "Paul W. Grimes". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Paul W. Grimes, Dean  
Kelce College of Business  
Pittsburg State University

**Pittsburg Micropolitan Area Economic Report  
Requested Annual Commitment**

Direct Expenditures

Printing, Design, and Distribution for <i>Micropolitan Report</i> :	
\$2.63 per unit x 1,400 units x 4 quarterly issues	\$14,728
Printing, Design, and Distribution for <i>Annual Profile and Forecast</i>	
\$3.75 per unit x 1,400 units	\$ 5,250
Industry Projection Data and Miscellaneous Expenses	\$ 1,402
IMPLAN; training, and data purchase	\$ 5,000
Supplies and other resources	\$ 1,000
Student Worker Time:	
20 hours per week @ \$8.00 x 32 weeks	<u>\$ 5,120</u>
Total Request	<u><u>\$32,500</u></u>

**Pitt State and Kelce College of Business In-Kind Matching Contributions**

Direct Expenditures

Faculty Time (Davidsson): 20% salary @ \$125,000 (12 months)	\$25,000
Fringes @ ((% of time x salary base x 18.8%) + (\$10,233 x % of time))	\$6,747
Travel: One national conference	\$2,000
Graphic Artist: Design and layout work	
Micropolitan Report (4 issues)	\$2,392
Annual Profile (1 issue)	\$780

Indirect Costs

Indirect overhead expenditures (facilities and administration), including physical space, utilities, and office equipment use. Estimated at Federal Government recovery rate of 47% on direct expenditures	\$17,352
University Total	<u><u>\$54,271</u></u>

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	5/29/2025			197529		
C-CHECK	VOID CHECK	V	5/29/2025			197530		

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

TOTAL ERRORS: 0

VENDOR SET: 99	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			2	0.00	0.00	0.00
BANK:		TOTALS:	2	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7791	C4 HOLDINGS LLC	E	5/23/2025			026141		426.00
7994	ASBELL TRUCKING INC	E	5/23/2025			026142		281.25
8275	ADCOMP SYSYEMS INC	E	5/23/2025			026143		80.00
8528	SARANN AUTO LEASING, INC.	E	5/23/2025			026144		2,220.00
8782	ED MILLER AUTO SUPPLY	E	5/23/2025			026145		914.80
8799	5 STAR TRANSFERS, LLC DBA FIRS	E	5/23/2025			026146		459.00
8882	FIRST RESPONDER OUTFITTERS, IN	E	5/23/2025			026147		358.27
9033	TOMAR ELECTRONICS, INC	E	5/23/2025			026148		6,691.95
9051	JOHNSON CONTROLS INC	E	5/23/2025			026149		985.17
0046	ETTINGERS OFFICE SUPPLY	E	5/23/2025			026150		463.96
0054	JOPLIN SUPPLY COMPANY	E	5/23/2025			026151		389.10
0055	JOHN'S SPORT CENTER, INC.	E	5/23/2025			026152		1,050.00
0064	MATADORE CO	E	5/23/2025			026153		86.08
0087	FORMS ONE, LLC	E	5/23/2025			026154		565.00
0276	JOE SMITH COMPANY, INC.	E	5/23/2025			026155		605.77
0335	CUSTOM AWARDS, LLC	E	5/23/2025			026156		542.50
0505	SIRCHIE ACQUISITION CO LLC	E	5/23/2025			026157		417.10
0577	KANSAS GAS SERVICE	E	5/23/2025			026158		4,551.46
0823	TOUCHTON ELECTRIC INC	E	5/23/2025			026159		40.00
0866	AVFUEL CORPORATION	E	5/23/2025			026160		19,735.39
0961	KANSAS JUDICIAL COUNCIL	E	5/23/2025			026161		190.00
1792	B&L WATERWORKS SUPPLY, LLC	E	5/23/2025			026162		6,014.81

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	5/23/2025			026163		1,314.50
2767	BRENNTAG SOUTHWEST, INC	E	5/23/2025			026164		3,992.00
2825	STATE OF KANSAS	E	5/23/2025			026165		779.43
2960	PACE ANALYTICAL SERVICES LLC	E	5/23/2025			026166		2,349.10
2994	COMMERCIAL AQUATIC SERVICE INC	E	5/23/2025			026167		15,572.87
3261	PITTSBURG AUTO GLASS	E	5/23/2025			026168		250.00
4307	HENRY KRAFT, INC.	E	5/23/2025			026169		308.63
5275	US LIME COMPANY-ST CLAIR	E	5/23/2025			026170		12,212.79
5317	ULINE	E	5/23/2025			026171		
5396	MIDWEST REGIONAL BALLET, LLC	E	5/23/2025			026172		5,608.06
5855	STERICYCLE, INC.	E	5/23/2025			026173		136.83
5931	VOGEL HEATING & COOLING INC	E	5/23/2025			026174		205.00
6360	THE RENTAL STORE	E	5/23/2025			026175		705.00
6851	SCHULTE SUPPLY INC	E	5/23/2025			026176		117.07
6936	HAWKINS INC	E	5/23/2025			026177		1,844.97
7023	BLEVINS ASPHALT CONSTRUCTION C	E	5/23/2025			026178		917.13
7087	PITTSBURG STATE UNIVERSITY FOU	E	5/23/2025			026179		175,000.00
7167	QUADIENT LEASING USA INC	E	5/23/2025			026180		1,111.74
7240	JAY HATFIELD CERTIFIED USED CA	E	5/23/2025			026181		74.99
7427	OLSSON INC	E	5/23/2025			026182		49,850.00
7448	CARUS CORPORATION	E	5/23/2025			026183		6,821.76
7620	POMP'S TIRE SERVICE INC	E	5/23/2025			026184		833.24



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7806	CORE & MAIN LP	E	5/23/2025			026185		3,336.00
8046	CONVERGEONE, INC.	E	5/23/2025			026186		36,640.71
8130	CRAFCO INC	E	5/23/2025			026187		4,725.00
8532	YANA FELDMAN	E	5/23/2025			026188		633.30
8632	4UNDER LLC	E	5/23/2025			026189		388.35
8732	BRANDON SPEAR	E	5/23/2025			026190		100.00
8879	DEREK MCNAUGHT	E	5/23/2025			026191		100.00
9073	FRIESS, KURT & MARY	E	5/23/2025			026192		450.00
8237	BETTIS ASPHALT & CONST INC	E	5/30/2025			026193		1,490.47
8782	ED MILLER AUTO SUPPLY	E	5/30/2025			026194		475.47
8802	FLOCK GROUP, INC.	E	5/30/2025			026195		131,200.00
8861	EGNYTE, INC	E	5/30/2025			026196		13,512.29
0046	ETTINGERS OFFICE SUPPLY	E	5/30/2025			026197		73.70
0087	FORMS ONE, LLC	E	5/30/2025			026198		1,117.37
0199	KIRKLAND WELDING SUPPLIES	E	5/30/2025			026199		376.00
0276	JOE SMITH COMPANY, INC.	E	5/30/2025			026200		2,848.56
0534	TYLER TECHNOLOGIES INC	E	5/30/2025			026201		250.00
0577	KANSAS GAS SERVICE	E	5/30/2025			026202		5,226.78
0583	DICKINSON INDUSTRIES INC	E	5/30/2025			026203		135.00
0597	CORNEJO & SONS LLC	E	5/30/2025			026204		954.50
0659	PAYNES INC	E	5/30/2025			026205		510.75
0695	BERBERICH TRAHAN & CO PA	E	5/30/2025			026206		35,000.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1033	BOLLINGER GROUP, LLC	E	5/30/2025			026207		100.00
3261	PITTSBURG AUTO GLASS	E	5/30/2025			026208		65.00
4307	HENRY KRAFT, INC.	E	5/30/2025			026209		75.00
5014	MID-AMERICA SANITATION INC.	E	5/30/2025			026210		170.00
5275	US LIME COMPANY-ST CLAIR	E	5/30/2025			026211		6,462.55
5640	WELLPATH LLC	E	5/30/2025			026212		54.00
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	5/30/2025			026213		199.42
6464	PRO X PROPERTY SOLUTIONS, LLC	E	5/30/2025			026214		1,719.20
7023	BLEVINS ASPHALT CONSTRUCTION C	E	5/30/2025			026215		918.84
7151	QUADIENT FINANCE USA INC	E	5/30/2025			026216		2,300.00
7620	POMP'S TIRE SERVICE INC	E	5/30/2025			026217		235.49
7667	BRENT'S ELECTRIC, LLC	E	5/30/2025			026218		434.40
7939	JOHN M WARREN INC	E	5/30/2025			026219		672.29
8732	BRANDON SPEAR	E	5/30/2025			026220		50.00
8879	DEREK MCNAUGHT	E	5/30/2025			026221		50.00
0516	AMERICAN CONCRETE CO INC	R	5/22/2025			197499		4,846.50
5480	BITNER MOTORS	R	5/22/2025			197500		71.54
8278	GERSON BOCANEGRA	R	5/22/2025			197501		25.00
8700	BTC ATHLETICS	R	5/22/2025			197502		6,257.92
6545	CENTER POINT INC	R	5/22/2025			197503		25.97
1	CLEAN BEE CARWASH	R	5/22/2025			197504		300.00
1	CR COUNTY NOXIOUS WEED DEPT	R	5/22/2025			197505		370.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9072	CRYSTAL L THOMPSON	R	5/22/2025			197506		342.50
0375	WICHITA WATER CONDITIONING	R	5/22/2025			197507		21.00
7493	EMERY SAPP & SONS INC	R	5/22/2025			197508		24,523.26
1108	EVERGY KANSAS CENTRAL INC	R	5/22/2025			197509		2,769.46
1	HOCHSPEIN, STEPHANIE	R	5/22/2025			197510		40.00
8042	JAY'S PLUMBING, LLC	R	5/22/2025			197511		180.00
7907	KAREN'S DANCE STUDIO INC	R	5/22/2025			197512		7,610.66
1	KDHE	R	5/22/2025			197513		57.00
0226	KDOR LIQUOR TAX	R	5/22/2025			197514		48.19
8377	LONGAN CONSTRUCTION COMPANY	R	5/22/2025			197515		675.00
7164	NOVOGRADAC & CO, LLP	R	5/22/2025			197516		12,500.00
1	PRESTON, KACI	R	5/22/2025			197517		130.76
0188	SECRETARY OF STATE	R	5/22/2025			197518		25.00
9042	ZIBERT, JIM	R	5/22/2025			197519		7,500.00
8844	100 NORTH PINE LLC	R	5/29/2025			197520		2,550.00
6751	AMERICAN RED CROSS	R	5/29/2025			197521		80.00
5561	AT&T MOBILITY	R	5/29/2025			197522		149.45
5966	BERRY COMPANIES, INC.	R	5/29/2025			197523		291.38
8278	GERSON BOCANEGRA	R	5/29/2025			197524		25.00
1	BOWMAN, DESTINY	R	5/29/2025			197525		199.82
9072	CRYSTAL L THOMPSON	R	5/29/2025			197526		325.00
8430	EQUIPMENTSHARE.COM, INC	R	5/29/2025			197527		935.25

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1108	EVERGY KANSAS CENTRAL INC	R	5/29/2025			197528		89,750.62
0118	FED EX	R	5/29/2025			197531		9.13
8966	TIMOTHY FOXWELL	R	5/29/2025			197532		4,800.00
1	JOHNSON, JESSICA	R	5/29/2025			197533		300.00
6201	KANSAS IMAGING CONSULTANTS	R	5/29/2025			197534		119.40
7601	MEYER LAW FIRM, LLC	R	5/29/2025			197535		170.00
8636	M L & S INC	R	5/29/2025			197536		1,874.28
1	REID, ALLISON	R	5/29/2025			197537		300.00
0188	SECRETARY OF STATE	R	5/29/2025			197538		25.00
7576	SEK URGENT CARE, LLC	R	5/29/2025			197539		450.00
1	YORK, KATHRYNE LANORA	R	5/29/2025			197540		652.00
1	COLYER, PAUL	R	5/29/2025			197541		240.00
0175	REGISTER OF DEEDS	R	5/29/2025			197542		38.00
1	FALK, STEVEN	R	5/30/2025			197555		27,090.70

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	43	198,694.79	0.00	198,694.79
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	81	580,123.16	0.00	580,123.16
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: 80144 TOTALS:	124	778,817.95	0.00	778,817.95
BANK: 80144 TOTALS:	124	778,817.95	0.00	778,817.95
REPORT TOTALS:	124	778,817.95	0.00	778,817.95

Passed and Approved this 10th day of June, 2025.

Dawn McNay, Mayor

Attest:

Tammy Nagel, City Clerk



**BUILDING SERVICES**

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

(620) 231-4170

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

## Interoffice Memorandum

TO: Daron Hall

FROM: Dexter Neisler, Director of Property and Sanitation

DATE: June 3<sup>rd</sup>, 2025

Subject: Approval of purchase of a new 25-yard sanitation truck

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I am writing this to request approval from the commission to authorize \$258,900.00 for the purchase of a new 2026 25-yard sanitation truck.

I kindly request that this matter be included on the agenda for the upcoming June 10<sup>th</sup>, 2025, commission meeting. The actions to be considered include waiving of the City's formal bid process and approving the purchase of a new 25-yard sanitation truck.

**Dexter Neisler**  
Director of Property and Sanitation  
City of Pittsburg, KS 66762  
620-230-5517  
[Dexter.neisler@pittks.org](mailto:Dexter.neisler@pittks.org)





3100 West 76th Street  
Davenport, IA 52806  
Ph: 563-391-4840

Elliott Sanitation Equip. Co.  
1245 Dawes Avenue  
Lincoln, NE 68521  
Ph: 402-474-4840

4000 SE Beisser Drive  
Grimes, IA 50111  
Ph: 515-986-4840  
Fx: 515-986-9530

14219 Norby Road  
Grandview, MO 64030  
Ph: 816-761-4840

4400 E 60th Ave  
Commerce City, CO 80022  
Ph: 303-853-4840

## Quote

Date	Quote #
4/22/2025	22184
Proposed Shipping Date	
30 Days	
Terms	
Net 30	
Rep	
KMH	

City of Pittsburg  
201 West 4th St.  
PO Box 688  
Pittsburg, KS 66762

### Here is our quotation on the goods named, subject to the conditions noted:

**CONDITIONS:** The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Quoted Prices are good for 60 days.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

**TERMS:** Equipment is due on receipt. Carts, Containers, Parts & service are Net 30 unless otherwise noted on your account. Balances over 30 days from the date of invoice are subject to finance charges up to 1.5% per month.

Qty	Item	Description	Price	Total
1	12192E	2026 Freightliner M2 Plus, Cummins L9 350 HP diesel, Allison 3000 RDS automatic transmission, tandem axle, New Way Cobra Magnum 25 yd rear loader with reeving winch, kick bar, 7" color camera system, work lights, strobe lights, (2) Perkins cart tipper. White in color.	258,900.00	258,900.00T
		VIN 3ALHCYFEXTDWF5970		
		Customers Exempt From Sales Tax	0.00%	0.00

**Total** \$258,900.00

TO CONFIRM ORDER, SIGN AND RETURN

X \_\_\_\_\_



**Taylor Cerne**  
**Fire Chief**

Pittsburg Fire Department, Station 1  
911 West 4<sup>th</sup> Street Pittsburg, Kansas 66762

(620) 231-1870

**TO:** Daron Hall, City Manager  
**FROM:** Taylor Cerne, Fire Chief  
**DATE:** May 22, 2025  
**RE:** Approval of Purchase of Pierce Fire Apparatus. Agenda Item-May 27, 2025

I am writing to respectfully seek approval for the purchase of a Pierce Velocity Aerial apparatus to replace our aging 2008 Rosenbauer Quint. This request is the result of a comprehensive evaluation by a committee of firefighters who have worked diligently to explore our options and ensure that we maintain high standards of safety and operational readiness for our community.

In collaboration with a Pierce representative, we have developed detailed specifications for a custom-built apparatus that meets the department's current and foreseeable needs. Due to the current national manufacturing climate, custom apparatus production now averages three to four from order to delivery. I am requesting that we waive the formal bid process for the apparatus itself as Conrad Fire Equipment is the only authorized vendor for Pierce Apparatus in our region.

The total cost of the apparatus and associated equipment is \$2,099,997.36. Paid out over a 10-year term, this equates to approximately \$210,000 annually. It is my recommendation that we move forward immediately with this purchase through a financed lease/purchase agreement.

To secure the most favorable financing terms, I also request approval to begin a formal bid process among qualified financial institutions, including local banks and a manufacturer-backed financing option. This competitive process will remain open for a period of two weeks, after which I will present the results along with a final recommendation for approval.

Would you please place this item on the agenda for the City Commission meeting scheduled for May 27, 2025? Action required will be the approval or disapproval of the purchase and the approval or disapproval of a formal bid process to finance the purchase, pending review by legal counsel. I have attached the specification sheet for the proposed apparatus for your review. Please feel free to contact me with any questions.

Thank you for your time and consideration.



### Apparatus Quote

Customer Name: **PITTSBURG, KS**

Sales Rep: **ROGER BROWN**

Submitted Date: **3/7/25**

Expiration Date: **5/31/25**

### Apparatus Detail

Qty.	Description	Price
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<b>1</b>	<b>PIERCE VELOCITY AERIAL</b>	<b>\$ 2,014,254.33</b>
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Quote Bid No. **1241**

Quote Doc Date: **3/7/25**

Performance Bond **YES**

Warranty Period: **Standard**

Estimated Build Time **48.5 MO**

### Payment Options

#### OPTION 1 (with Pre-Payment Discount)

Apparatus Purchase Price	\$ 2,014,254.33
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 2,014,254.33
Pre-Payment Discount	-\$ 284,310.52
Extrication Rescue Tools	\$ 0.00
Loose Equipment	\$ 85,743.03
Options	\$ 0.00
Due Upon Order	\$ 1,815,686.84

#### OPTION 2 (w/o Pre-Payment Discount)

Apparatus Purchase Price	\$ 2,014,254.33
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 2,014,254.33
Pre-Payment Discount	N/A
Extrication Rescue Tools*	\$ 0.00
Loose Equipment*	\$ 85,743.03
Options	\$ 0.00
Due Upon Delivery	\$ 2,099,997.36

### Payment Terms

OPTION 1 PRICING IS BASED ON FULL PAYMENT BEING MADE AT TIME OF ORDER. ENCLOSED LOOSE EQUIPMENT QUOTE 151113 WILL BE DROP SHIPPED TO CUSTOMER AT TIME OF APPARATUS PURCHASE.

OPTION 2 PRICING IS BASED ON ENCLOSED LOOSE EQUIPMENT QUOTE 151113 BEING DROP SHIPPED TO CUSTOMER AT TIME OF APPARATUS PURCHASE, AT WHICH TIME CUSTOMER WILL BE RESPONSIBLE FOR PAYMENT IN THE AMOUNT OF \$85,743.03. THE BALANCE WILL BE DUE AT TIME OF APPARATUS DELIVERY.

### Notes

This quote with its attached provisions and apparatus specifications are accepted by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **ORDINANCE NO. S-1107**

AN ORDINANCE, granting to Kansas Gas Service, a Division of ONE Gas, Inc., and its successors and assigns, a natural gas franchise, prescribing the terms thereof and relating thereto, providing definitions of terms, prescribing a franchise fee, providing terms and conditions for the use of public rights-of-way, requiring advance notice of work and duty to repair, providing for indemnification and a hold harmless agreement, providing for rules and regulations, prescribing insurance requirements, reserving certain rights, providing for revocation and termination, providing for an acceptance of the terms of the franchise, providing for a reopener, providing for notice of annexations, prescribing relevant governing law, providing for transfer and assignment of the franchise, providing for points of contact and notifications, providing for an agreement to renegotiate, and repealing all ordinances or parts of ordinances inconsistent with or in conflict with the terms hereof.

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

### **SECTION 1. DEFINITIONS.**

For purposes of this Franchise Ordinance the following words and phrases shall have the meanings given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word “shall” is always mandatory, and not merely directory.

“**City**” shall mean the City of Pittsburg, Kansas, and, where appropriate by the context, each of its departments, divisions and component units, including public trusts or authorities of which the City is a beneficiary.

“**Company**” shall mean Kansas Gas Service, a Division of ONE Gas, Inc.

“**Consumer**” shall mean any Entity located within the municipal corporate limits of the City and serviced by the Company through any use of the Public Ways.

“**Distribution**” or “**Distributed**” shall mean all sales, distribution, or transportation of natural gas to any Sales Consumer or Transportation Consumer for use within the City by the Company or by others through the Distribution Facilities of Company in a Public Way.

“**Distribution System**” or “**Distribution Facilities**” shall mean a pipeline or system of pipelines, including without limitation, mains, pipes, boxes, reducing and regulating stations, laterals, conduits, and services extensions, together with all necessary appurtenances thereto, or any part thereof located within any Public Way, for the purpose of Distribution or supplying natural gas for light, heat, power, and all other purposes.

**“Effective Date”** shall mean the date the Company files its written acceptance with the City following the final passage and approval of this Franchise Ordinance by the City, as set forth in Section 10 of this Franchise Ordinance.

**“Entity”** shall mean any individual person, governmental entity, business, corporation, partnership, firm, limited liability corporation, limited liability partnership, unincorporated association, joint venture, trust, and any form of business enterprise not specifically listed herein.

**“Facility” or “Facilities”** refers to the Company’s Distribution System or Distribution Facilities.

**“Franchise”** shall mean the grant of authority, set forth in Section 2 of this Franchise Ordinance, by the City to the Company for the Distribution of natural gas to the inhabitants of the City and to operate a Distribution System or Distribution Facilities.

**“Franchise Fee”** shall refer to the charges as prescribed in Section 3 of this Franchise Ordinance.

**“Franchise Ordinance”** shall mean this Ordinance granting a natural gas Franchise to the Company.

**“Gross Receipts”** shall mean any and all compensation and other consideration derived directly by the Company from any Distribution of natural gas to Consumers within the City. Such term shall not include revenue from certain miscellaneous charges and accounts, including but not limited to: connection fees, disconnection and reconnection fees, temporary service charges, delayed or late payment charges, collection fees, bad debts, customer project contributions, meter test fees, revenues received by Company from Consumers as Franchise Fee reimbursement, and returned check charges. Additionally, Gross Receipts shall not include credit extended pursuant to the Cold Weather Rule (or substitute rule) of the Kansas Corporation Commission for natural gas sold within the corporate limits of the City, nor Volumetric Rate Fees collected by Company and remitted to City in accordance with Section 3 of this Franchise Ordinance.

**“MCF”** shall mean a measurement of natural gas equal to one thousand cubic feet. It is assumed for purposes of this Franchise Ordinance that one MCF equals one million British Thermal Units.

**“Public Improvements”** means any public facilities, buildings, or capital improvements, including, without limitation, streets, alleys, sidewalks, sewer, water, drainage, right-of-way improvements, and other Public Projects.

**“Public Project”** means any project planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature paid for with public funds.

**“Public Way” or “Public Ways”** shall mean the area on, below or above the present and future public streets, avenues, alleys, bridges, boulevards, roads, highways, parks, parking places,

and other public areas, and general utility easements, dedicated to or acquired by the City. The term does not include easements obtained by private entities providing utilities services or private easements in platted subdivisions or tracts.

**“Sales Consumer”** shall mean, without limitation, any Entity that purchases natural gas within the corporate City limits from Company for delivery to such Consumer within the City through the Company’s Distribution System or Distribution Facilities.

**“Transport Gas”** shall mean all natural gas transported by Company pursuant to a Kansas Corporation Commission approved transportation tariff, arrangement, or by other agreement, but not sold by the Company, through Company’s Distribution Facilities to any Transportation Consumer.

**“Transportation Consumer”** shall mean without limitation, any Entity that transports Transport Gas pursuant to a Kansas Corporation Commission approved transportation tariff, arrangement, or by other agreement, within the City’s municipal corporate limits through Company’s Distribution Facilities for consumption within the City’s corporate limits.

## **SECTION 2. GRANT OF FRANCHISE.**

A. In consideration of the benefits to be derived by the City and its inhabitants, there is hereby granted to the Company (said Company operating a Distribution System in the State of Kansas), a non-exclusive Franchise for a period of ten (10) years from the Effective Date, to construct, maintain, extend and operate its Distribution Facilities along, across, upon, or under any Public Way; for the purpose of selling and distributing natural gas for all purposes to the City, and its inhabitants, and through said City and beyond the limits thereof; to obtain said natural gas, and/or comparable blends of combustible gasses, from any source available; and to do all things necessary or proper to carry on said business.

B. The grant of this Franchise by the City shall not convey title, equitable or legal, in a Public Way and shall give only the right to occupy the Public Way for the purposes and for the period stated in this Franchise Ordinance. This Franchise Ordinance does not:

- (1) Grant the right to use facilities or any other property, natural gas-related or otherwise, owned or controlled by the City or a third party without the consent of such party;
- (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of a Public Way;
- (3) Excuse the Company from obtaining appropriate access or attachment agreements before locating its Facilities on property owned or controlled by the City (other than a Public Way) or a third party; or
- (4) Unless explicitly set forth herein, excuse the Company from obtaining and being responsible for any necessary permit, license, certification, grant, registration, or

any other authorization required by any appropriate governmental entity, including, but not limited to, the City or the Kansas Corporation Commission.

### **SECTION 3. FRANCHISE FEE.**

A. As further consideration for the granting of this Franchise, and in lieu of city occupation, license or permit fees, or revenue taxes, except as expressly provided herein, the Company shall pay to the City during the term of this Franchise, a Franchise Fee of: (i) five percent (5%) of the actual Gross Cash Receipts collected by the Company from the Distribution of natural gas to all Sales Consumers; and (ii) one percent (1%) of the actual Gross Cash Receipts for natural gas collected by the Company from the Distribution of natural gas to all Transportation Consumers, within the corporate limits of the City, all such payments to be made monthly for the preceding monthly period.

B. The Company's obligation for payments of the Franchise Fee shall commence with the first cycle of the monthly billing cycle following the Effective Date of this Franchise Ordinance. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance No. S-1017, and amendments thereto.

C. In the event a Consumer of Company does not pay a monthly bill from Company in full, Company shall prorate its payments of remissions to the City for sums due on that particular bill so that the amount actually paid by the Consumer to Company on the bill is distributed to Company for the natural gas commodity and transportation or distribution service and to the City for sums due on the bill in proportion to the percentage of the total bill actually paid by the Consumer. In the event Company actually collects any outstanding amounts due on a past due, unpaid, or partially paid monthly bill to a customer, the Company shall pay City its proportionate share of sums due to the City on such bill.

D. Upon written request by the City (but no more than once per quarter), the Company shall submit to the City a certified statement showing the manner in which the Franchise Fee was calculated. The City shall have the right to examine within the corporate limits of the City and during regular business hours, upon reasonable advance written notice to the Company, all books, papers and records kept by the Company in the ordinary course of business and pertaining to its business carried on by it in or through the City, necessary to verify the correctness of the Franchise Fee paid by Company.

E. No acceptance by the City of any Franchise Fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any Franchise Fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.

F. The Franchise Fee required herein shall be in lieu of all taxes, charges, assessments, licenses, fees, and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001, K.S.A. 17-1902, and amendments thereto. From and after the date hereof, the permit fees required of the Company by any ordinance (presently in effect or hereafter adopted) for a permit to excavate in, or adjacent to, any Public Way shall be deemed a part of the

compensation paid pursuant to this Franchise Ordinance and shall not be separately assessed or collected by the City; in no event, however, shall this provision be interpreted to waive the requirement of notice to the City and the procedural requirements of such ordinance. The Franchise Fee is compensation for use of the Public Way.

#### **SECTION 4. USE OF PUBLIC RIGHT-OF-WAY.**

A. Except as provided herein or as regulated by state or federal law, the use of any Public Way under this Franchise by the Company shall be subject to all laws, statutes, regulations and/or city policies (including, but not limited to those relating to the construction and use of the Public Way or other public property) now or hereafter adopted or promulgated. Unless specifically provided herein, the Company shall be subject to all rules, regulations and policies now or hereafter adopted or promulgated by the City relating to permits, sidewalk and pavement cuts, utility location, construction coordination, and other requirements on the use of a Public Way; provided however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation, or policy proposed, adopted, or promulgated by the City and, further provided other than the items enumerated in this Section 4 herein, that such rules, regulations or policies shall not require the payment of additional fees or additional costs for the use of a Public Way.

B. All mains, services, and pipe which shall be laid or installed under this Franchise shall be so located and laid as not to obstruct or interfere with any water pipes, drains, sewers, or other structures already installed. The Company shall provide, prior to commencing work, information to the City concerning work to be performed in the streets, avenues, bridges, parking areas, and public places of the City, as the City may from time to time require for purposes of record keeping. The City may require that the information be provided on its standard permit form, but without requiring approval, consent, or fees. In the event of an emergency, the Company shall have the right to commence work without having first provided such information or form(s).

C. The Company's use of any Public Way shall always be subject and subordinate to the City's use of the Public Way for any public purpose. The City may exercise its home rule powers in its administration and regulation related to the management of the Public Way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory, nor in conflict with state or federal law.

D. The City reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas, or other pipelines, and to do or permit to be done any underground work deemed necessary and proper by the City, along, across, over, or under any Public Way. In permitting such work to be done, the City shall not be liable to the Company for any damage to the Company's Facilities unless the City or its agents or contractors are negligent in causing said damage.

E. Whenever by reason of establishing a grade or changing the grade of any street, or the location or manner of construction of any Public Way, the City deems it necessary to alter, change, adapt, or conform any portion of the Company's Facilities located in the Public Way, the City shall provide reasonable notice and such alterations or changes shall be made within a reasonable time by the Company, as ordered in writing by the City, without claim for

reimbursement or compensation for damages against the City; provided, however, that this provision is not intended to require the Company to alter, change, adapt, or conform any portion of its Facilities without reimbursement or compensation where the right to locate the same (whether by private right-of-way grant, utility easement, or otherwise), was acquired prior to the designation of the location as a Public Way.

F. If the City shall require the Company to adapt or conform its Facilities or in any way to alter, relocate, or change its property to enable any other person, firm, corporation, or Entity (whether public or private), other than the City, to use the Public Way, the Company shall be reimbursed by the person, firm, corporation, or Entity desiring or occasioning such change for any and all loss, cost, or expense occasioned thereby. "Person," "Firm," "Corporation," and "Entity" as used in this paragraph shall not include regular departments of the City, or any trust or authority formed by or for the benefit of the City for public utility purposes, but shall include any other agency or authority of the City, whether acting in a governmental or non-governmental capacity, including, but not limited to, any urban renewal authority, or any other agency or authority, which as a part of its program clears whole tracts of land within the municipal corporate limits and relocates citizens for the purpose of urban development or similar aims.

G. The Company and the City shall participate in the Kansas One-Call utility location program. The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the location of its Facilities located within a Public Way when requested by the City. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees, agents or authorized contractors. The Company shall designate and maintain an agent familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in a Public Way during, and for the design, of Public Improvements.

H. The Company shall be subject to the following fees and costs in connection with its use and occupancy of any Public Way: (i) in the event that the repairs or replacements set forth under Section 5 below, have not been timely completed by Company, the City may charge an excavation fee for each street or pavement cut to recover the costs associated with construction and repair activity; (ii) inspection fees to recover all reasonable costs associated with City inspection of the work of the Company in the Public Way when the Facilities are of such a scope and magnitude so as to require the City to incur such inspection costs by an outside party; and (iii) the repair and restoration costs associated with repairing and restoring the Public Way because of damage caused by the Company, its assigns, contractors, and/or subcontractors in the Public Way.

## **SECTION 5. NOTICE OF WORK AND DUTY TO REPAIR.**

A. Prior to commencing any activities related to the construction, maintenance, or extension of its Facilities along, across, upon, or under the Public Way, the Company shall submit to the City written plans detailing all such activities in the manner required by the City by Ordinance. In the event of an emergency, Company shall have the right to commence work without providing such plans, provided such plans are submitted within five business days of commencement of the work. The Company's Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such Public Ways or unreasonably obstruct the legal use by other utilities.

B. Prior to beginning work, the Company will inspect existing pavement within and/or adjacent to the work area and will report any existing damage or concerns. All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Public Way that are damaged, displaced, or removed by the Company shall be fully repaired or replaced to their prior condition or to existing municipal standards as are then in existence, and in a manner satisfactory to the duly authorized representative of the City, no longer than sixty (60) days after completing such activity as is permitted under this Franchise Ordinance and without cost to the City. Upon written request, extension of the sixty (60) day repair period may be approved by the City's Building Official. Failure to repair within the sixty (60) day period or approved extension will grant permission to the City to undertake the repair, which cost shall be paid by the Company within thirty (30) days after receiving request for payment from the City.

## **SECTION 6. INDEMNITY AND HOLD HARMLESS.**

The Company, its successors and assigns, in the construction, maintenance, and operation of its Facilities, shall use all reasonable and proper precaution to avoid damage or injury to persons and property, and shall indemnify, defend, hold, and save the City harmless from any and all claims, damage, judgements, and reasonable expense, including attorney fees, caused by the negligence of the Company, its successors and assigns, or their agents or servants. The Company or the City shall promptly advise the other in writing of any known claim or demand against the Company or the City related to or arising out of the Company's activities in any Public Way.

## **SECTION 7. RULES AND REGULATIONS.**

The Company shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its Facilities, the sale of its gas, and the prudent conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Kansas, with the orders, rules, or regulations of the Kansas Corporation Commission or other regulatory authority having jurisdiction, nor with the ordinances and regulations of the City insofar as they are consistent with the jurisdiction of the Kansas Corporation Commission or such other regulatory authority.

## **SECTION 8. REVOCATION AND TERMINATION.**

In case of failure on the part of the Company to comply with any of the provisions of this Franchise Ordinance, or if the Company should do or cause to be done any act or thing prohibited by or in violation of the terms of this Franchise Ordinance, the Company may be subject to forfeiture of all rights, privileges, and Franchise granted herein, and all such rights, privileges, and franchise hereunder be deemed ceased, terminated, null, and void, and this Franchise Ordinance shall be deemed revoked or terminated, provided that said revocation or termination shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Ordinance, it shall first serve a written notice upon Company, setting forth in detail the neglect or failure complained of, and the Company shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Franchise Ordinance. If at the end of such sixty (60) day period the City determines that the neglect or failure complained of has not been cured, the City shall take action to revoke and terminate this Franchise Ordinance by an

affirmative vote of the governing body present at a public meeting and voting, setting out the grounds upon which this Franchise Ordinance is to be revoked and terminated; provided, to afford the Company due process, the Company shall first be provided reasonable notice of the date, time, and location of the governing body's consideration and shall have the right to address the governing body regarding such matter; and further provided, if the nature of the default is such that it cannot be reasonably cured within the above said sixty (60) day period, and the governing body believes the Company has in good faith timely commenced its cure and is diligently pursuing the completion of the same, the Company may, in the City's sole discretion, be given a reasonable additional period of time to complete its cure. Nothing herein shall prevent either party from invoking any other remedy that may otherwise exist at law. Upon any determination by the governing body to revoke and terminate this Franchise Ordinance, the Company shall have thirty (30) days to appeal such decision to the District Court where the City is located. This Franchise Ordinance shall be deemed revoked and terminated at the end of this thirty (30) day period, unless the Company has instituted such an appeal. If the Company does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of the Company to comply with any of the provisions of this Franchise Ordinance or the doing or causing to be done by the Company of anything prohibited by or in violation of the terms of this Franchise Ordinance shall not be a ground for the revocation or termination thereof when such act or omission on the part of the Company is due to any cause or delay beyond the control of the Company or to bona fide legal proceedings.

## **SECTION 9. RESERVATION OF RIGHTS.**

A. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, applicable Federal laws or regulations as the same may be amended, its home rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

B. In adopting and passing this Ordinance, neither the City's nor the Company's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By the City's adopting and passing this Franchise Ordinance and the Company's acceptance hereof as provided in Section 10, neither the City nor the Company waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or the Company may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

## **SECTION 10. ACCEPTANCE OF TERMS.**

A. This Franchise Ordinance shall take effect and be in force from and after its passage, approval by the City, acceptance by the Company, and publication in the official City newspaper. The Company shall have sixty (60) days after the final passage and approval of this Franchise Ordinance to file with the City Clerk its written acceptance of the provisions, terms, and conditions of this Franchise Ordinance and when so accepted, this Franchise Ordinance and



acceptance shall constitute a contract between the City and the Company and such contract shall be deemed effective on the date Company files its acceptance with the City.

B. This Franchise Ordinance, when accepted as provided above, (i) shall constitute the entire agreement between the City and the Company relating to this Franchise, and the same shall supersede and cancel any prior understandings, agreements, or representations regarding the subject matter hereof, or involved in negotiations pertaining thereto, whether oral or written, (ii) shall be binding upon the parties, including their successors and assigns, and (iii) shall not be amended or further obligations imposed without mutual consent of the parties hereto.

## **SECTION 11. REOPENER PROVISION.**

A. Upon written request of either the City or the Company, this Franchise may be reviewed once after five (5) years from the effective date of this Franchise Ordinance, and once every (5) five years thereafter, to review the Franchise Fee set forth in Section 3 above. Said request must be served upon the other party at least 120 days prior to the end of each period set forth above, and shall state specifically the amendment(s) to the Franchise Fee desired. The City and the Company shall negotiate in good faith in an effort to agree upon a mutually satisfactory amendment of the Franchise.

B. Upon written request of the Company, the Franchise shall be reopened and renegotiated at any time upon a change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of the Company, including, but not limited to, the scope of the grant to the Company or the compensation to be paid to the City.

C. The Franchise Fee percentage rate set forth in Section 3 shall in no event exceed the percentage rate hereafter approved to calculate any fee paid to the City by any Entity for use of the Public Ways, if such fee is based in any way on the amount of revenues or gross receipts from the sale, transportation and/or distribution of natural gas or electric energy (excluding any municipally-owned electric utility) by such other Entity to customers within the City. If at any time after the Effective Date of this Franchise Ordinance, the fee or rate required to be paid by another Entity selling, transporting, and/or distributing natural gas or electric energy (excluding any municipally-owned electric utility) is less than the Franchise Fee percentage rate set forth in Section 3, then this Franchise shall become automatically subject to reopen upon notice by the Company for purposes of negotiation of a new lower Franchise Fee percentage rate.

## **SECTION 12. NOTICE OF ANNEXATION.**

The City shall promptly notify the Company in writing (to include a map) of areas newly annexed into or deannexed from the corporate limits of the City, and the Company shall update its records for the purpose of payment of Franchise Fees as soon as reasonably practicable after receiving such notice. Notwithstanding anything to the contrary in this Franchise Ordinance, the Franchise Fees provided for in Section 3 shall not become effective within any area annexed by the City until the beginning of the monthly billing cycle which begins no more than sixty (60) days after the date that the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law, and a map of the City detailing the annexed area.

### **SECTION 13. RELEVANT LAW.**

This Franchise Ordinance is granted pursuant to the provisions of K.S.A. 12-2001 and amendments thereto. Any and all ordinances or parts of ordinances in conflict with the terms hereof are hereby repealed or considered as having no effect as of the first cycle of the monthly billing cycle as referenced in Section 3 of this Franchise Ordinance.

### **SECTION 14. TRANSFER AND ASSIGNMENT.**

Company shall not have the right to assign, sell, lease, or otherwise transfer in any manner whatsoever to any third party not affiliated with Company the rights and privileges granted under this Franchise Ordinance except as hereinafter provided. Any assignment, sale, lease, or other transfer by the Company of the Franchise granted herein to any third party not affiliated with Company shall be ineffective and void unless:

- (1) The proposed assignment, sale, lease, or transfer shall be in writing; and
- (2) The prospective assignee, buyer, lessee, or other transferee shall agree in writing to accept and become responsible for full performance of all conditions, covenants, obligations, and liabilities contained in this Franchise Ordinance; and
- (3) Such writing shall be submitted to the City Clerk of the City.

### **SECTION 15. POINT OF CONTACT AND NOTICES.**

The Company shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Company in the event of an emergency. Company shall provide the City with said local contact's name, address, telephone number, fax number, and e-mail address. Emergency notice by either party to the other may be made by telephone to the City's designee as listed below. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail (return receipt requested), or via the email addresses provided below. Any notice served by U.S. Mail or Certified Mail (return receipt requested) shall be deemed delivered upon actual receipt unless otherwise provided. Other than emergencies, notices to the parties shall be to the following:

#### **The City:**

The City of Pittsburg, Kansas 66762  
Attn: Deputy City Manager Jay Byers  
201 West 4<sup>th</sup> Street  
P.O. Box 688  
Pittsburg, Kansas 66762

Phone: 620-231-4100  
Fax: 620-240-5172  
Email: jay.byers@pittks.org

#### **Company:**

Kansas Gas Service, a Div. of ONE Gas, Inc.  
Attn: Legal Department  
7421 W. 129<sup>th</sup> Street  
Overland Park, KS 66213-2713  
Phone: (913) 319-8619  
Fax: N/A  
Email: kgsfranchises@onegas.com

KGSDispatchOverlandPark@onegas.com

**Emergency Contact Information:**

Emergency Designee: Andy Frost

Natural Gas Emergency No: 888-492-4950

Emergency Contact No.: 888-492-4950

Emergency Email:

Local Contact Email:

KGSDispatchOverlandPark@onegas.com

KGSDispatchOverlandPark@onegas.com

(or to replacement addresses that may be later designated in writing).

**SECTION 16. AGREEMENT TO RENEGOTIATE.**

Should the Kansas Corporation Commission take any action with respect to this Franchise Ordinance and any amendment thereto which precludes Company from recovering from its customers any costs or fees provided for hereunder, the parties hereto shall renegotiate this Franchise Ordinance in accordance with or to conform to the Commission's ruling.

PASSED, ADOPTED AND APPROVED this 10<sup>th</sup> day of June, 2025.

CITY OF PITTSBURG, KANSAS

[seal]

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Dawn McNay, Mayor

ATTEST:

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Tammy Nagel, City Clerk