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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, October 09, 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 September 25, 2018, City Commission Meeting minutes.
- b. Approval of staff request to increase the Municipal Court Probation fee from \$50 per case to \$75 per case, and to establish an additional Probation fee of \$50 per case when Probation is extended or reinstated upon revocation as determined by the Municipal Court Judge and authorize the City Attorney to prepare an Ordinance amending Pittsburg City Code Section 1.7, Subsection (g) (1).
- c. Approval of staff recommendation to enter into an agreement with Compass in the amount of \$13,500 for the purchase of performance management software, with an annual maintenance fee of \$3,000 to begin in December of 2019, and authorize the Mayor to sign the agreement on behalf of the City.
- d. Approval of the Appropriation Ordinance for the period ending October 9, 2018 subject to the release of HUD expenditures when funds are received.

**ROLL CALL VOTE.**

**PUBLIC HEARING:**

- a. PUBLIC HEARING - The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, October 9th, 2018, at 5:30 p.m. to receive input regarding the City's application for funding from the Kansas Department of Commerce for a Kansas Small Cities Community Development Block Grant to demolish the Schlanger Park wading pool and replace it with a splash pad. **Following the Public Hearing, approve or disapprove of proceeding with the proposed project and application process, and if approved, authorize the Mayor to execute any necessary documents on behalf of the City.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, October 09, 2018**  
**5:30 PM**

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**CONSIDER THE FOLLOWING:**

- a. RESOLUTION NO. 1208 - Consider adopting Resolution No. 1208, certifying legal authority to apply for the 2018 Kansas Small Cities Community Development Block Grant Program from the Kansas Department of Commerce and authorizing the Mayor to sign and submit such an application for funding to demolish the Schlanger Park wading pool and replace it with a splash pad . **Approve or disapprove Resolution No. 1208 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
- b. RESOLUTION NO. 1209 - Consider adopting Resolution No. 1209, assuring funds will continue to support the operation and maintenance of a new splash pad in Schlanger Park, as part of the application process to apply to the Kansas Department of Commerce for the Small Cities Community Development Block Grant program. **Approve or disapprove Resolution No. 1209 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
- c. STATEMENT OF ASSURANCES AND CERTIFICATIONS - Consider approval of a Statement of Assurances and Certifications to accompany the City's application for funding from the Kansas Department of Commerce for a Kansas Small Cities Community Development Block Grant to demolish the Schlanger Park wading pool and replace it with a splash pad. **Approve or disapprove the Statement of Assurances and Certifications and, if approved, authorize the Mayor to sign the document on behalf of the City.**
- d. ORDINANCE NO. G-1287 - Consider approval of Ordinance No. G-1287, amending of Section 78-73 of the Pittsburg City Code to designate and establish the proposed extension of Walnut Street in Pittsburg, Kansas from the south line of west 28th Street to the south line of west 29th Street as a main trafficway, as defined by K.S.A. 12-685, all within the city limits of Pittsburg, Kansas. **Approve or disapprove Ordinance No. G-1287 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**



**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, October 09, 2018**  
**5:30 PM**

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- e. RESOLUTION NO. 1210 - Consider adoption of Resolution No. 1210, providing for the improvement and construction of Walnut Street in Pittsburg, Kansas from the south line of West 28th Street approximately 530 feet to the south line of West 29th Street. **Approve or disapprove Resolution No. 1210 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
  
- f. PROFESSIONAL SERVICES AGREEMENT – Consider entering into a Professional Services Agreement with GE Warren Associates to perform analysis and other activities related to the creation of an electrical utility for a fixed fee of \$20,000, plus actual reasonable expenses. **Approve or disapprove Professional Services Agreement with GE Warren Associates and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**

**NON-AGENDA REPORTS & REQUESTS:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
September 25<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, September 25<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.

PUBLIC INPUT – William Strenth, 1515 Hampton Road, expressed concern regarding transparency with the City's web site – specifically in regard to the Planning and Zoning Commission Meeting Agendas and Minutes not being posted in a timely manner and containing errors and misinformation.

Mayor Johnson proclaimed the month of October as Domestic Violence Awareness Month in Pittsburg.

APPROVAL OF MINUTES – SEPTEMBER 11<sup>th</sup>, 2018 – On motion of Munsell, seconded by O'Bryan, the Governing Body approved the September 11<sup>th</sup>, 2018, City Commission Meeting minutes as submitted. Motion carried.

ORDINANCE NO. G-1286 – On motion of Munsell, seconded by O'Bryan, the Governing Body adopted Ordinance No. G-1286, amending Section 6-2 of the Pittsburg City Code to permit persons under age 21 to enter the premises of an axe throwing club which dispenses and sells alcoholic liquor or cereal malt beverage in the City of Pittsburg and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

2018 STREET IMPROVEMENT PROJECT – CHANGE ORDER NO. 1 – BLEVINS ASPHALT – On motion of Munsell, seconded by O'Bryan, the Governing Body approved Change Order No. 1 reflecting an increased cost of \$187,795.97 to Blevins Asphalt of Mt. Vernon, Missouri, for the 2018 Street Improvement Project, making the new contract construction amount of \$705,133.15, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

AIRPORT RUNWAY 16 EXTENSION PROJECT – FINAL PAYMENT – CAPITAL PAVING & CONSTRUCTION, LLC – On motion of Munsell, seconded by O'Bryan, the Governing Body approved final payment in the amount of \$148,209.80 to Capital Paving & Construction LLC, of Jefferson City, Missouri, for the Airport Runway 16 Extension Project and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

2018 AUDITING CONTRACT – MIZE HOUSER & COMPANY – On motion of Munsell, seconded by O'Bryan, the Governing Body approved the 2018 auditing contract with Mize Houser & Company P.A. in an amount not to exceed \$35,890 to perform auditing services for the City's 2018 fiscal year end and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
September 25<sup>th</sup>, 2018

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CRAWFORD COUNTY SOLID WASTE MANAGEMENT COMMITTEE APPOINTMENT – On motion of Munsell, seconded by O'Bryan, the Governing Body approved the appointment of Public Utilities Director Matt Bacon to the Crawford County Solid Waste Management Committee. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending September 25<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.

2018 CEREAL MALT BEVERAGE LICENSE – On motion of O'Bryan, seconded by McNay, the Governing Body approved the application submitted by Michelle Fowler for a 2018 Cereal Malt Beverage License for the Main Street Axe Company, LLC, located at 216 South Broadway, and authorized the City Clerk to issue the license. Motion carried.

PUBLIC HEARING – Following the Public Hearing, on motion of O'Bryan, seconded by McNay, the Governing Body adopted Ordinance No. S-1056, establishing a Rural Housing Incentive District within the City, adopted the Silverback Landing Phase I Development Agreement and Development Plan and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried with Munsell voting in opposition.

The following individuals spoke during the Public Hearing:

Jan Allai, 1521 Hampton Road

Andrea Linder, 1534 Hampton Road

Cheryl Brooks, 1533 Hampton Road

William Strenth, 1515 Hampton Road

Concerns voiced by the above individuals were addressed by City Staff following the Public Hearing.

#### NON-AGENDA REPORTS & REQUESTS:

RISE DEVELOPMENT PROJECT - Commissioner Munsell requested the status of the Rise Development Project on West 5<sup>th</sup> Street. City Manager Daron Hall stated that Director of Community Development and Housing Quentin Holmes is in constant contact with the developer. Mr. Hall further stated that the Development Agreement for the project has been executed.

ADJOURNMENT: On motion of O'Bryan, seconded by Chenoweth, the Governing Body adjourned the meeting at 7:00 p.m. Motion carried.

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Jeremy Johnson, Mayor

ATTEST:

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Tammy Nagel, City Clerk

Tresa Miller  
Probation Officer  
Pittsburg Municipal Court  
201 N. Pine P O Box 611  
Pittsburg, Kansas 66762  
620.230.5522

September 20, 2018

Daron Hall  
City Manager  
201 W. 4th St.  
Pittsburg, KS 66762

Dear Mr. Hall,

In 2003, The Pittsburg City Commission approved me to contract as the sole Municipal Court Probation Officer with a rate of \$50 per case paid by the defendant. Over the last 15 years, I have proven to provide exceptional service to Judge Frederick Smith, the Municipal Court staff, and the City of Pittsburg. As an acknowledgement of my dedication to improving the quality of life in the City of Pittsburg, I am requesting an increase in the court ordered probation fee from \$50 to \$75. In addition to a fee increase, I am requesting the ability of Judge Frederick Smith to assess and issue an additional fee of \$50 for probation cases that are extended or revoked and reinstated. I appreciate your time in considering my request.

Respectfully,



Tresa Miller  
Probation Officer  
P O Box 611  
Pittsburg, Kansas 66762  
620.230.5522



BRENT NARGES  
Interim Chief of Police

# PITTSBURG

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## POLICE DEPARTMENT

**Beard-Shanks Law Enforcement Center**  
201 North Pine, P.O. Box 611  
Pittsburg, Kansas 66762  
(620) 235-0400

To: City Manager Daron Hall  
Interim Chief of Police Brent Narges

From: Lieutenant Tim Tompkins

Date: Monday, September 24, 2018

Re: Change in Probation Fees

In 2003, the Municipal Court approached the City Commission about establishing a Probation Officer to monitor individuals placed on probation for various offenses. The Probation Officer position was sought for many reasons including monitoring those on probation to ensure compliance with various restrictions or requirements, as well as making sure the individuals paid their fines and fees as required. Prior to instituting the Probation Officer, there was no monitoring or oversight leading to individuals receiving more court sanctions and not paying their fines and fees in a timely fashion.

The position was approved, and Ms. Tresa Miller, who is also a Probation Officer for the District Court of Crawford County, was hired as a contract employee. To provide compensation for the position, a probation fee was added under section 1.7 of the City Code which governs various fines and fees associated with Municipal Court operations. The fee was assessed to those individuals placed on supervised probation after a Municipal Court offense conviction. Ms. Miller sees her clients once a week during Wednesday afternoon and evening, which coincides with our normal Municipal Court day. The fee was originally set at \$50 per case, and has continued at that level for the past 15 years with no increases.

As you can well imagine, the requirements of this position has changed significantly over the past 15 years. Some of these changes are due to increased caseloads, as well as new programs and requirements placed on those subject to probation. In some cases, the individuals placed on probation remain on probation for periods of time exceeding one year or more. In reviewing the workload and requirements placed on the Probation Officer, and the vital role this position plays in holding individuals accountable, I am respectfully requesting Commission approval to increase the probation fee to \$75 per case. Additionally, I would request establishing an additional fee of \$50 per case, which may be assessed at the discretion of the Municipal Court Judge for cases where probation is extended for a significant length of time by court order, or when probation is revoked for violations of conditions, and probation reinstated against an individual as part of additional sanctions.

In reviewing probation costs for Crawford County District Court, they currently assess a base probation fee of \$86 to \$125 per case, depending on the type of conviction requiring probation. I believe our modest increase is in keeping with the additional work performed by our Probation Officer and is in line with fees currently assessed by Crawford County District Court.

Probation Officer Tresa Miller is a vital member of our Municipal Court team and has worked hard over these past 15 years keeping probationers on track to meet complete their court



BRENT NARGES  
Interim Chief of Police

# PITTSBURG

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## POLICE DEPARTMENT

**Beard-Shanks Law Enforcement Center**  
201 North Pine, P.O. Box 611  
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(620) 235-0400

ordered sanctions and requirements, as well as ensuring the individuals pay their required fines and fees in a timely manner. I feel the increase is well deserved and appropriate given the time and resources Ms. Miller puts forth in her efforts to hold offenders accountable.

Should you have questions concerning my request, I have attached a letter outlining the request for increasing fees from Ms. Miller. The request has also been reviewed by Municipal Court Judge Fredrick Smith, who supports the recommended probation fee structure. Thank you for your consideration.



**COMPASS: HR Performance Management Software**

We are respectfully requesting the Commissioners' approval of the SaaS agreement to purchase Compass Technologies performance management software. Currently the City's performance evaluation system is homegrown and doesn't have the capability to create job specific assessments linked to competencies within the city's numerous job titles. Nor does the system track performance goals or provide information that helps supervisors and employees monitor performance on a regular basis beyond evaluation time. The system is also not easy to use, doesn't easily allow users to save and resume progress, resulting in hours of rewriting evaluations or typing information into Word then cutting and pasting content into the manual evaluation documents. IT spends considerable time helping supervisors troubleshoot issues.

Human Resources currently spends over a month tracking evaluation completion on an excel spreadsheet, frequently reminding supervisors that evaluations are still not completed long after the set deadline. Then HR physically scans each evaluation into a paperless file that supervisors cannot access, then must print or email evaluations to supervisors upon request. Easily about 800 hours annually are used managing this process.

HR has addressed this vital issue by spending the past year extensively vetting electronic performance evaluation software (ADP, NeoGov and Compass). **The City of Topeka highly recommended Compass' award winning HR performance management software and they have now successfully used it for three evaluation cycles.** Both HR and IT have reviewed Compass extensively over the past year and tested the evaluation system live online in the Compass Cloud environment. Compass has gone to the extent of proving the employee data interface to our payroll system on spec to illustrate the robust capability of the product to fulfill our needs. All decision makers have agreed that this platform best fits our needs for efficient and meaningful performance assessment and professional employee development. All contracts have been reviewed and approved by our City Attorney.

A significant deciding factor that Compass provides, that no other product we evaluated provides, is that Compass has a comprehensive library of over 500 city-specific detailed job descriptions developed and reviewed by highly credentialed municipality HR consultants, and these job descriptions are directly linked to the employee performance evaluation and competency assessments. What this means is by using Compass we now possess a comprehensive library of every job description for every job title at the City of Pittsburg. All we have to do now is edit this content rather than spend hundreds of hours composing this content if we had used any other software. What this also means is through this selection of Compass we have created the ability for us to implement this system in a matter of a few weeks.

## **COMPASS: HR Performance Management Software**

The Compass system is easy to use and within a simple 15 minute training, HR was able to demonstrate the program to our IT team.

- Compass has the capacity for supervisors to write evaluations specific to each job managed in their department and save progress.
- Employees have clearly defined performance-based goals that can be measured and used for developing a training and professional development plan.
- Evaluations are 100% paperless. Supervisors, employees, Department Heads and Human Resources can access, review and digitally sign performance reviews.
  - HR receives reports to track completion of evaluations.
- Training and certifications can be stored in the system to ensure compliance with federal laws.
- Evaluations are stored in a cloud based platform using security and encryption used by federal agencies like the Department of Defense. Data is backed up daily and back-ups will be provided to IT.

### **COST**

**2018:** \$13,500 for Initial set up (initial software setup is over 95% complete and ready to use), we have built the live software website, loaded job descriptions and assessments; loaded ADP employee and supervisor names into database, includes supervisor training and all IT support provided by Compass

Maintenance and IT support are \$3,000 annually payable starting December 2019.

Tiffany R. Jarman  
Human Resources Director  
620.230.5537

Michelle Ducre  
Human Resources Manager  
620.230.5589





# COMPASS<sub>MC</sub>

Performance Evaluation and Job Description Development Software  
for Cities and Municipalities

## SaaS Agreement

This Compass Software as a Service or “SaaS” Agreement (“Agreement”) is made and entered into as of the last date signed below (the Effective Date), by and between Compass Health Technologies LLC (“Compass” or “Party” or “Provider”) a Florida Limited Liability Company, 1126 S. Federal Hwy, Fort Lauderdale, FL 33316, and the City of Pittsburg, Kansas (“Customer” or “Client” or “Subscriber” or “Party”), 201 W. 4th St. Pittsburg, KS 66762. (both together the “Parties”).

The Parties hereto agree as follows:

**Background:** Compass will provide to Customer the Compass Performance Evaluation System as described in documentation provided to Customer, including all content contained therein (the Licensed Materials). In addition, Compass will provide all technical support and hosting of the Licensed Materials to Customer as described below and certain other services of implementation of the Licensed Materials (the Services) as described in the Compass Software Proposal and Compass Implementation Project Plan provided to Customer.

### 1. Contract Period

This Agreement is effective when signed by Customer and Compass representatives (“Effective Date”). The initial term of this Agreement is One Year starting from the Effective Date, except that, pursuant to the agreement of the Parties in the Compass Software Proposal (the Compass Software Proposal is hereby made a part of this Agreement by reference herein), Compass shall not charge any annual fees described in the Compass Software Proposal until December 1, 2019. This Agreement shall automatically renew for additional terms of one (1) year each unless either Party shall give advanced notice of termination pursuant to section 11 of this Agreement.

### 2. Billing and Payment

Payments are due as described in the Compass Software Proposal in advance. Payments for annual Support and Maintenance, as described in the Compass Software Proposal, are then due annually on the anniversary of the Effective Date, except that the first annual renewal fee will be due December 1, 2019 as agreed to in the Compass Software Proposal. Service will not start until the payment is received. Services will be terminated if payments are not received within the terms, after serving a sixty (60) days notice via email. Customer is obligated only to pay periodic payments or monthly installments under the agreement as may be lawfully made from (a) funds budgeted and appropriated for that purpose during such municipality’s current budget year or (b) funds made available from any lawfully operated revenue-producing source.”

### **3. Representations and Warranties**

#### **General.**

Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

#### **Compliance with the Laws.**

Each Party represents and warrants that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy and communications decency laws.

#### **Acceptable Use.**

Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity Customer permits to access the Services. Customer represents and warrants that it will: (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate violation of any law or regulation; or (ii) will disrupt a third parties' similar use or Licensed Materials ; (b) not violate or tamper with the security of any Compass computer equipment or program;. If Compass has reasonable grounds to believe that Customer is utilizing the Services for any such illegal or disruptive purpose Compass may suspend the Services immediately with or without notice to Customer. Compass may terminate the Agreement as contemplated in Section 11 if Customer in fact fails to adhere to the foregoing acceptable use standards.

DISCLAIMER. THE WARRANTIES SET FORTH IN THIS SECTION 3 ARE THE ONLY WARRANTIES MADE BY COMPASS. COMPASS MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY RELATED SERVICE OR SOFTWARE. COMPASS HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY COMPASS, ITS EMPLOYEES, LICENSORS, OR THE LIKE WILL CREATE A WARRANTY.

### **4. Limitation of Liability**

Excluding the liability under the section entitled "NO INFRINGEMENT" below, UNDER NO CIRCUMSTANCES WILL COMPASS OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO COMPASS'S RECORDS,



PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY COMPASS OF THIS AGREEMENT, COMPASS'S LIABILITY TO CUSTOMER WILL NOT EXCEED THE AMOUNT PAID TO COMPASS BY CUSTOMER DURING THE PREVIOUS ONE YEAR.

**NO INFRINGEMENT:** Compass warrants the Licensed Material will not infringe any patent, trademarks, copyright or any proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret. Customer shall notify Compass promptly in writing of any known action brought against Customer based on an allegation that Customer's use of any materials infringes any patent, trademark, copyright, or infringes any right of a third party, or constitutes misuse or misappropriation of a trade secret ("Infringement"). Compass will defend, indemnify and hold Customer harmless from any such action at Compass's sole expense, provided that Compass shall have the sole control of the defense of any such action, all negotiations and/or its settlement, and Customer reasonably cooperates with Compass in such defense. In the event that a final injunction is obtained against Customer's use of the Services by reason of an Infringement or Customer is otherwise prohibited from using same, Compass shall to the extent possible and at its expense, within sixty (60) days, either (a) procure for Customer the right to continue to use the Services that are infringing, or (b) replace or modify the Services to make its use noninfringing while being capable of performing the same function. If neither option is available to Compass, then Customer, at Customer's option, may terminate this Agreement without penalty or further payment other than payment of fees for use of the Services prior to said termination.

## **5. Confidential Information**

### **Definition.**

Subject to the Kansas Open Records Act, and for purposes of this Agreement, "Confidential Information" shall mean information including, without limitation, all Customer data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked "Confidential", or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Customer under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving Party; (ii) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party; (iii) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; and (v) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will (a) assert the privileged and

confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure.

#### **Nondisclosure**

During this the term of this Agreement and for a period of 2 years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement; Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/ non-use obligations imposed by this Section 5. Both parties shall take steps each determines appropriate to implement and enforce such non-disclosure/non-use obligations. Terms of Agreement Confidential. Each of the Parties agrees not to disclose to any third party the terms of this Agreement, including pricing, without the prior written consent of the other Party hereto, except to advisors, investors and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law. Information received or possessed by the City (Customer) is subject to the Kansas Open Records Act. Notwithstanding the foregoing, Compass acknowledges that the Agreement will be considered by the governing body of the City of Pittsburg in an open public meeting.

#### **Injunctive Relief.**

In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching Party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

### **6. Customer Responsibility**

Customer is solely responsible for the content of communications transmitted by Customer using the Services, and shall defend, indemnify and hold harmless Compass from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all third-party claims by any person based upon the content of any such communications.

Customer is not permitted to resell the Services.

Customer shall use the Services only for lawful purposes. To the extent deemed necessary by Customer, Customer shall implement security procedures necessary to limit access to the Services to Customer's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data or programs. Customer is responsible for establishing designated points of contact to interface with Compass.



## **7. Licenses**

Compass hereby grants to customer a personal, nonexclusive, nontransferable license during the term of this Agreement to use, in object code form, all software and related documentation provided by Compass ("Licensed Material"), which may be furnished to Customer under this Agreement. Customer agrees to use commercially reasonable efforts to ensure that its employees and users of all Licensed Material hereunder comply with the terms and conditions set out in this Agreement. Customer also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Licensed Material. All Licensed Material furnished to Customer under this Agreement shall be used by Customer only for Customer's internal business purposes, shall not be reproduced or copied in whole or in part, and shall not be removed from the United States.

## **8. Customer Data**

All data entered into the Licensed Material by Customer is owned by Customer and is to be strictly held as confidential. Compass will delete and destroy all copies of data once the Agreement is terminated with or without default. Customer has the option to receive a backup of data prior to deletion per section 10. All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to Compass. Any modification to the Software performed by Customer directly or indirectly extending the current capabilities shall be the property of Compass and all copyrights and other rights are hereby assigned to Compass.

## **9. Service Performance Guarantees and Technical Support**

Compass guarantees 99.9% availability of the hosting Services. All credit requests should be sent via U.S. Postal Mail to the following address: Compass Health Technologies 1126 S. Federal Hwy, Suite 320, Fort Lauderdale, FL 33316. Compass will acknowledge all requests for credit within (10) business days of receipt and inform Customer via email or U.S. Postal Mail within thirty (30) days whether the request is approved or denied. Credits will be issued within 30 days from credit approval. The duration of a Service Outage will be determined by summing the amount of time Customer Trouble Tickets are open with the appropriate Compass Customer Care person for the service. The time starts with the opening of a trouble ticket by Compass Customer Support and ends when Compass Customer Support notifies customer of the restoration of the service. All claims are subject to review and verification by Compass. Compass reserves the right to change or modify the foregoing rules or discontinue this limited guarantee program with 30-days prior written notification to Customer.

Compass will provide technical support to Customer for the purpose of providing technical assistance in the use and operation of the Licensed Materials. This technical support will be provided by Compass to Customer by email exchange, telephone call, or online meeting presentation. Customer may call Compass at the toll free number provided to Customer Monday through Friday 8:00 AM – 6:00 PM EDT, or by emailing Compass at

[Support@compasstechmc.com](mailto:Support@compasstechmc.com).

#### **10. Back-up of Data**

Compass will deliver a full backup of customer Data in a CD by US priority mail, or backup file via secure ftp delivery, for the first backup request. Any subsequent requests for backups by Customer, Customer agrees to pay a charge of \$50 per backup copy.

#### **11. Termination**

Compass may, at its option, terminate or suspend Services with or without any notice for non-payment by Customer after sixty (60) days notice to Customer of non-payment. Customer may terminate this Agreement provided Customer provides to Compass at least sixty (60) days written notice of Customer's intent to terminate this agreement. All annual fees and costs pursuant to the Compass Software Proposal will be due and payable by Customer to Compass and Compass will make available to Customer any backups of Customer data within 30 days. Given Customer must provide this notice to Compass of its intent to terminate this Agreement, Customer is entitled to continue to use the Licensed Materials during this period.

#### **12. General Provisions & Force Majeure**

(a) This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the parties and shall be binding on the parties when accepted by Customer. No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of the relevant Party(ies). No provision of any purchase order or other document issued by Customer, which purports to alter, vary, modify or add to the provisions of this Agreement, shall be binding upon Compass or effective for any purpose, unless accepted by Compass in writing. It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, Compass's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

(b) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

c) The Licensed Materials shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

(d) This Agreement may not be assigned, sublicensed or transferred, in whole or in part, by Customer without the prior written consent of Compass. Any attempted assignment, subletting or transfer shall be void.

(e) If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) No delay or failure of Compass or Customer in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other



rights herein. Any waiver by Compass or Customer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

(g) In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds seven (7) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement as provided by in Section 11.

(h) This Agreement shall be governed by and construed under the laws of the State of Kansas, with the venue exclusively limited to the District Court of Crawford County.

(i) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.

The signatures below by the authorized representatives of the Parties is formal consent to the terms and conditions of this agreement, and the last date signed below shall be the Effective Date of this Agreement.

Customer:

City of Pittsburg, Kansas

Signature: \_\_\_\_\_

By: Jeremy Johnson

Title: Mayor

Date: October 9, 2018

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Compass Health Technologies, LLC

Signature: \_\_\_\_\_

By: Mark Clark

Title: Vice President, S&IS

Date: October 9, 2018

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VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/19/2018 THRU 10/02/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0321	KP&F	D	9/21/2018			000000		41,401.13
0728	ICMA	D	9/21/2018			000000		585.00
1050	KPERS	D	9/21/2018			000000		39,705.55
3079	COMMERCE BANK	D	9/27/2018			000000		51,933.09
5904	TASC	D	9/21/2018			000000		6,444.47
6415	GREAT WEST TANDEM KPERS 457	D	9/21/2018			000000		4,216.00
7285	ALLSTATE BENEFITS	D	9/28/2018			000000		789.27
7290	DELTA DENTAL OF KANSAS INC	D	9/21/2018			000000		1,251.20
7290	DELTA DENTAL OF KANSAS INC	D	9/28/2018			000000		2,539.80
7630	LIBERTY NATIONAL	D	10/01/2018			000000		788.54
7877	CORESOURCE	D	9/20/2018			000000		29,277.25
7877	CORESOURCE	D	9/27/2018			000000		19,527.65
7791	C4 HOLDINGS LLC	E	9/24/2018			001951		44.90
0046	ETTINGERS OFFICE SUPPLY	E	9/24/2018			001952		985.23
0054	JOPLIN SUPPLY COMPANY	E	9/24/2018			001953		4,715.49
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	9/24/2018			001954		932.00
0068	BROOKS PLUMBING LLC	E	9/24/2018			001955		171.10
0084	INTERSTATE EXTERMINATOR, INC.	E	9/24/2018			001956		120.00
0105	PITTSBURG AUTOMOTIVE INC	E	9/24/2018			001957		829.66
0142	HECKERT CONSTRUCTION CO INC	E	9/24/2018			001958		3,990.97
0294	COPY PRODUCTS, INC.	E	9/24/2018			001959		1,080.61
0300	PITTSBURG FORD-MERCURY, INC.	E	9/24/2018			001960		127.22



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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0317	KUNSHEK CHAT & COAL CO, INC.	E	9/24/2018			001961		1,066.83
0345	VICTOR L PHILLIPS CO	E	9/24/2018			001962		3,457.28
0409	WISEMAN'S DISCOUNT TIRE INC	E	9/24/2018			001963		211.75
0530	THYSSENKRUPP CORPORATION	E	9/24/2018			001964		882.71
0577	KANSAS GAS SERVICE	E	9/24/2018			001965		64.60
0585	MOLLE MC AUTOMOTIVE INC	E	9/24/2018			001966		59.68
0627	BOETTCHER SUPPLY INC	E	9/24/2018			001967		125.88
0746	CDL ELECTRIC COMPANY INC	E	9/24/2018			001968		34,806.76
0823	TOUCHTON ELECTRIC INC	E	9/24/2018			001969		40.00
1478	KANSASLAND TIRE OF PITTSBURG	E	9/24/2018			001970		470.80
1619	MIDWEST TAPE, LLC	E	9/24/2018			001971		34.51
1792	B&L WATERWORKS SUPPLY, LLC	E	9/24/2018			001972		1,038.78
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	9/24/2018			001973		86.99
2767	BRENNTAG SOUTHWEST, INC	E	9/24/2018			001974		1,396.00
2960	PACE ANALYTICAL SERVICES INC	E	9/24/2018			001975		2,924.00
3261	PITTSBURG AUTO GLASS	E	9/24/2018			001976		300.00
33571	LARRY'S DIESEL REPAIR LLC	E	9/24/2018			001977		715.86
4307	HENRY KRAFT, INC.	E	9/24/2018			001978		350.18
4791	SPRINGSTED INCORPORATED	E	9/24/2018			001979		750.00
5014	MID-AMERICA SANITATION	E	9/24/2018			001980		3,709.62
5275	US LIME COMPANY-ST CLAIR	E	9/24/2018			001981		4,674.03
5420	AQUIONICS INC	E	9/24/2018			001982		1,952.42

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5506	MIKE E BROWN	E	9/24/2018			001983		128.00
5855	SHRED-IT US JV LLC	E	9/24/2018			001984		98.18
5944	KCR INTERNATIONAL TRUCKS	E	9/24/2018			001985		3,774.40
6402	BEAN'S TOWING & AUTO BODY	E	9/24/2018			001986		4,390.80
6595	AMAZON.COM, INC	E	9/24/2018			001987		12,896.74
6875	DARON HALL	E	9/24/2018			001988		64.22
7038	SIGNET COFFEE ROASTERS	E	9/24/2018			001989		128.00
7167	MAILFINANCE, INC	E	9/24/2018			001990		345.93
7191	ANDREW TRACTOR WORKS	E	9/24/2018			001991		1,478.05
7284	TRANSYSTEMS CORPORATION	E	9/24/2018			001992		3,620.00
7629	EARLES ENGINEERING & INSPECTIO	E	9/24/2018			001993		5,627.00
7645	SEWARD RENTALS, LLC	E	9/24/2018			001994		2,940.00
7652	DEANNA GOERING	E	9/24/2018			001995		223.99
7655	HW ACQUISITIONS, PA	E	9/24/2018			001996		699.00
7731	LINDA C BAKER	E	9/24/2018			001997		165.00
7735	ELIZABETH KING	E	9/24/2018			001998		180.00
7743	JACKIE D COLTRANE	E	9/24/2018			001999		14.00
7744	DARREN L SWARTZ	E	9/24/2018			002000		64.00
7745	SANDY L GOLAY	E	9/24/2018			002001		14.00
7749	CHARLIE PHILLIPS	E	9/24/2018			002002		44.00
7751	MATTHEW DEMOSS	E	9/24/2018			002003		20.00
7763	ROSAMARY A GILLIGAN	E	9/24/2018			002004		37.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7905	FAITHFUL OAKS, LLC	E	9/24/2018			002005		62.00
7940	JOHN D BOZICH	E	9/24/2018			002006		7.00
7959	ALL ABOARD FOUNDATION	E	9/24/2018			002007		2,448.34
7960	KOSS CONSTRUCTION COMPANY	E	9/24/2018			002008		3,819.75
7961	SEWER EQUIPMENT CO OF AMERICA	E	9/24/2018			002009		577.30
7963	KATHARINE SHEPARD	E	9/24/2018			002010		3,407.51
5340	COMMERCE BANK TRUST	E	9/26/2018			002011		40,087.88
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	10/01/2018			002012		88.17
0046	ETTINGERS OFFICE SUPPLY	E	10/01/2018			002013		59.93
0054	JOPLIN SUPPLY COMPANY	E	10/01/2018			002014		768.09
0055	JOHN'S SPORT CENTER, INC.	E	10/01/2018			002015		579.99
0073	K P & P INC	E	10/01/2018			002016		325.00
0084	INTERSTATE EXTERMINATOR, INC.	E	10/01/2018			002017		100.00
0105	PITTSBURG AUTOMOTIVE INC	E	10/01/2018			002018		1,098.08
0112	MARRONES INC	E	10/01/2018			002019		325.75
0117	THE MORNING SUN	E	10/01/2018			002020		157.73
0201	SPICER-ADAMS WELDING, INC.	E	10/01/2018			002021		1,162.50
0202	CLIFF HIX ENGINEERING INC	E	10/01/2018			002022		150.00
0203	GADES SALES CO INC	E	10/01/2018			002023		12,077.15
0207	PEPSI-COLA BOTTLING CO OF PITT	E	10/01/2018			002024		24.90
0276	JOE SMITH COMPANY, INC.	E	10/01/2018			002025		184.80
0300	PITTSBURG FORD-MERCURY, INC.	E	10/01/2018			002026		47.21

VENDOR SET: 99 City of Pittsburg, KS

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DATE RANGE: 9/19/2018 THRU 10/02/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0335	CUSTOM AWARDS, LLC	E	10/01/2018			002027		18.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	10/01/2018			002028		368.00
0551	CRAMER COMPUTER SUPPLIES, INC	E	10/01/2018			002029		168.37
0704	NEPTUNE RADIATOR AND AUTO	E	10/01/2018			002030		283.93
0746	CDL ELECTRIC COMPANY INC	E	10/01/2018			002031		112.50
0806	JOHN L CUSSIMANIO	E	10/01/2018			002032		250.00
0823	TOUCHTON ELECTRIC INC	E	10/01/2018			002033		20.00
0866	AVFUEL CORPORATION	E	10/01/2018			002034		21,854.66
0968	LEE ENTERPRISES	E	10/01/2018			002035		701.50
1238	SEWARD ELECTRIC, INC.	E	10/01/2018			002036		2,713.10
1792	B&L WATERWORKS SUPPLY, LLC	E	10/01/2018			002037		1,360.01
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	10/01/2018			002038		3,871.25
2433	THE MORNING SUN	E	10/01/2018			002039		590.48
3180	MICHAEL SIMONS	E	10/01/2018			002040		170.04
4307	HENRY KRAFT, INC.	E	10/01/2018			002041		284.36
4603	KANSAS GOLF AND TURF INC	E	10/01/2018			002042		130.44
5640	CORRECT CARE SOLUTIONS LLC	E	10/01/2018			002043		36.00
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	10/01/2018			002044		152.20
6103	ED MCCULLOUGH	E	10/01/2018			002045		50.00
6175	HENRY C MENGhini	E	10/01/2018			002046		5,075.00
6822	ELIZABETH BRADSHAW	E	10/01/2018			002047		620.30
6995	SUMMER WARREN	E	10/01/2018			002048		402.50

VENDOR SET: 99 City of Pittsburg, KS

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7028	MATTHEW L. FRYE	E	10/01/2018			002049		400.00
7038	SIGNET COFFEE ROASTERS	E	10/01/2018			002050		41.25
7240	JAY HATFIELD CERTIFIED USED CA	E	10/01/2018			002051		167.45
7284	TRANSYSTEMS CORPORATION	E	10/01/2018			002052		7,345.70
7559	MEGAN LYNN MUNGER	E	10/01/2018			002053		258.00
7615	MARY JO HARPER	E	10/01/2018			002054		182.00
7800	MORGAN ALYSE PANOVIK	E	10/01/2018			002055		209.00
7806	CORE & MAIN LP	E	10/01/2018			002056		1,275.36
1	LANGLEY, JERAD	R	9/20/2018			183151		50.00
1	SMITH, CALEB	R	9/20/2018			183152		25.00
1	STANLEY, BRYCE	R	9/20/2018			183153		150.00
2876	A-PLUS CLEANERS & LAUNDRY	R	9/21/2018			183154		812.50
2004	AIRE-MASTER OF AMERICA, INC.	R	9/21/2018			183155		17.22
7920	RACHEL AUSEMUS	R	9/21/2018			183156		128.00
7481	TIMOTHY CASHERO	R	9/21/2018			183157		105.00
7968	CITY OF COLUMBUS	R	9/21/2018			183158		542.66
1616	CITY OF PITTSBURG	R	9/21/2018			183159		259.06
5283	CLASS LTD	R	9/21/2018			183160		60.90
6865	MICHAEL S COLE	R	9/21/2018			183161		128.00
7483	RICKY EUGENE CORNELL	R	9/21/2018			183162		105.00
4263	COX COMMUNICATIONS KANSAS LLC	R	9/21/2018			183163		22.58
5857	CREATIVE PRODUCT SOURCING INC	R	9/21/2018			183164		1,377.46

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0375	WICHITA WATER CONDITIONING, IN	R	9/21/2018			183165		23.00
1	DE LUNA, VANESSA	R	9/21/2018			183166		56.25
1	DECKER, CINDY	R	9/21/2018			183167		120.00
6691	THE EMPIRE DISTRICT ELECTRIC C	R	9/21/2018			183168		500.89
1	FARMER, ASHLY	R	9/21/2018			183169		65.00
7967	JAMES M GREEN	R	9/21/2018			183170		1,050.00
7680	IMA, INC.	R	9/21/2018			183171		12,500.00
7966	CALVIN L JAMESON	R	9/21/2018			183172		33.00
7414	KANSAS GAS SERVICE (ESG)	R	9/21/2018			183173		480.33
2877	KDHE - BUREAU OF WATER	R	9/21/2018			183174		120.00
7969	SOUTHWEST MISSOURI PARTNERS, I	R	9/21/2018			183175		1,072.00
7903	TAMMY L KLENKLEN	R	9/21/2018			183176		42.00
6656	KNIPP EQUIPMENT INC	R	9/21/2018			183177		695.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	9/21/2018			183178		381.92
7904	MICHELLE MCCLURE	R	9/21/2018			183179		6.00
7697	MARTIN MEDINA	R	9/21/2018			183180		1,030.00
7938	ROSANO DEL PILAR MENDEZ	R	9/21/2018			183181		25.00
7440	CHRIS NICHOLS	R	9/21/2018			183182		7.76
0175	REGISTER OF DEEDS	R	9/21/2018			183183		55.00
7771	D & M RYAN, INC	R	9/21/2018			183184		90.00
7970	DAVID E SIMPSON	R	9/21/2018			183185		1,215.00
7919	JAMES SMITH	R	9/21/2018			183186		160.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6702	APPLIED CONCEPTS INC	R	9/21/2018			183187		160.00
1	STORY, DOUGLAS	R	9/21/2018			183188		6,213.14
6743	TAILWIND CYCLISTS INC	R	9/21/2018			183189		308.00
7532	CRAIG TAYLOR	R	9/21/2018			183190		96.00
7325	TODD A FISHER	R	9/21/2018			183191		96.00
7808	TYLER BUSINESS FORMS	R	9/21/2018			183192		281.68
0349	UNITED WAY OF CRAWFORD COUNTY	R	9/21/2018			183193		57.85
1108	WESTAR ENERGY	R	9/21/2018			183194		2,555.09
4636	WESTAR ENERGY, INC. (HAP)	R	9/21/2018			183195		221.80
6840	JAMIE M WILSON	R	9/21/2018			183196		105.00
5371	PITTSBURG FAMILY YMCA	R	9/21/2018			183197		328.12
7972	STEPHEN SCOTT HEISKELL	R	9/21/2018			183198		105.00
5054	KANSAS ASSOC FOR COURT MANAGEM	R	9/25/2018			183199		38.19
1	FINNEY, AJ	R	9/27/2018			183204		200.00
1	MAAS, ZAC	R	9/27/2018			183205		50.00
1	TRICKEY, RYAN	R	9/27/2018			183206		25.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	9/28/2018			183207		133.15
2004	AIRE-MASTER OF AMERICA, INC.	R	9/28/2018			183208		17.22
5561	AT&T MOBILITY	R	9/28/2018			183209		131.20
7920	RACHEL AUSEMUS	R	9/28/2018			183210		128.00
7681	BACKGROUND INVESTIGATION BUREA	R	9/28/2018			183211		33.90
7441	BUTLER COMMUNICATIONS, LLC	R	9/28/2018			183212		459.01

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7561	CAPITAL PAVING & CONSTRUCTION	R	9/28/2018			183213		148,209.80
0146	CHAPMAN'S LOCKSMITHING	R	9/28/2018			183214		195.00
6865	MICHAEL S COLE	R	9/28/2018			183215		128.00
0856	COLLEGIO/PSU	R	9/28/2018			183216		347.00
0748	CONRAD FIRE EQUIPMENT INC	R	9/28/2018			183217		57.10
7483	RICKY EUGENE CORNELL	R	9/28/2018			183218		70.00
7971	TAMMY CRAYS	R	9/28/2018			183219		786.00
5857	CREATIVE PRODUCT SOURCING INC	R	9/28/2018			183220		40.00
0375	WICHITA WATER CONDITIONING, IN	R	9/28/2018			183221		99.50
7547	ED EICHENBERGER	R	9/28/2018			183222		120.00
7116	EMC INSURANCE COMPANIES	R	9/28/2018			183223		10,500.00
6740	FELD FIRE	R	9/28/2018			183224		130.00
7974	JOSHUA ALLAN GHERING	R	9/28/2018			183225		224.00
7972	STEPHEN SCOTT HEISKELL	R	9/28/2018			183226		175.00
1	HOBBS, SHELBY	R	9/28/2018			183227		500.00
1	HOBBS, SHELBY	R	9/28/2018			183228		250.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	9/28/2018			183229		502.09
0380	KANSAS DEPARTMENT OF REVENUE	R	9/28/2018			183230		25.00
7976	MALLORY MCTHOMPSON	R	9/28/2018			183231		128.00
7938	ROSANO DEL PILAR MENDEZ	R	9/28/2018			183232		50.00
7151	TOTALFUNDS	R	9/28/2018			183233		1,500.00
7977	SHANNON O'HARA	R	9/28/2018			183234		160.00



VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 9/19/2018 THRU 10/02/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	PERKINS, SHELLY	R	9/28/2018			183235		25.00
7919	JAMES SMITH	R	9/28/2018			183236		120.00
7973	DOUG VANBECELAERE	R	9/28/2018			183237		105.00
7881	LOGAN VANBECELAERE	R	9/28/2018			183238		105.00
7975	MADISON VOGEL	R	9/28/2018			183239		128.00
1108	WESTAR ENERGY	R	9/28/2018			183240		123.36

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	86	200,057.73	0.00	200,057.73
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	12	198,458.95	0.00	198,458.95
EFT:	106	225,738.65	0.00	225,738.65
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: 80144 TOTALS:	204	624,255.33	0.00	624,255.33
BANK: 80144 TOTALS:	204	624,255.33	0.00	624,255.33

VENDOR SET: 99 City of Pittsburgh, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 9/19/2018 THRU 10/02/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7581	REX LINVILLE	E	10/02/2018			002057		205.00
7717	LAWRENCE E GIGER	E	10/02/2018			002058		573.00
7837	CHANTAL SARKY	E	10/02/2018			002059		300.00
0372	CONNER REALTY	E	10/02/2018			002060		912.00
0855	CHARLES HOSMAN	E	10/02/2018			002061		20.00
1008	BENJAMIN M BEASLEY	E	10/02/2018			002062		1,207.00
1231	JOHN LOVELL	E	10/02/2018			002063		1,186.00
1609	PHILLIP H O'MALLEY	E	10/02/2018			002064		2,718.00
1638	VERNON W PEARSON	E	10/02/2018			002065		91.00
1982	KENNETH N STOTTS, SR	E	10/02/2018			002066		820.00
2304	DENNIS HELMS	E	10/02/2018			002067		335.00
2624	ESTATE OF JAMES ZIMMERMAN	E	10/02/2018			002068		200.00
2850	VENITA STOTTS	E	10/02/2018			002069		550.00
2913	KENNETH N STOTTS JR	E	10/02/2018			002070		283.00
3067	STEVE BITNER	E	10/02/2018			002071		4,480.59
3082	JOHN R JONES	E	10/02/2018			002072		350.00
3114	PATRICIA BURLESON	E	10/02/2018			002073		1,091.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	10/02/2018			002074		997.00
3162	THOMAS A YOAKAM	E	10/02/2018			002075		175.00
3193	WILLIAM CROZIER	E	10/02/2018			002076		1,333.00
3218	CHERYL L BROOKS	E	10/02/2018			002077		612.00
3272	DUNCAN HOUSING LLC	E	10/02/2018			002078		3,815.00

VENDOR SET: 99 City of Pittsburgh, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 9/19/2018 THRU 10/02/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3273	RICHARD F THENIKL	E	10/02/2018			002079		338.00
3294	JOHN R SMITH	E	10/02/2018			002080		918.40
3593	REMINGTON SQUARE APARTMENTS ,	E	10/02/2018			002081		6,034.00
3668	MID AMERICA PROPERTIES OF PITT	E	10/02/2018			002082		3,636.00
3724	YVONNE L. ZORNES	E	10/02/2018			002083		550.00
3746	JAROLD BONBRAKE	E	10/02/2018			002084		306.00
3946	THOMAS E SPURGEON	E	10/02/2018			002085		620.00
4054	MICHAEL A SMITH	E	10/02/2018			002086		1,932.00
4177	MT RENTALS LLC	E	10/02/2018			002087		483.00
4218	MEADOWLARK TOWNHOUSES	E	10/02/2018			002088		3,009.00
4492	PITTSBURG SENIORS	E	10/02/2018			002089		3,390.00
4523	TODD A TROWBRIDGE	E	10/02/2018			002090		702.00
4786	JENNIFER STANLEY	E	10/02/2018			002091		418.00
4928	PITTSBURG STATE UNIVERSITY	E	10/02/2018			002092		244.00
5039	VANETA MATHIS	E	10/02/2018			002093		269.00
5227	HELEN R BROYLES	E	10/02/2018			002094		238.00
5393	CARLOS ANGELES	E	10/02/2018			002095		1,780.00
5549	DELBERT BAIR	E	10/02/2018			002096		295.00
5653	PEGGY HUNT	E	10/02/2018			002097		109.00
5658	DEANNA J HIGGINS	E	10/02/2018			002098		166.00
5676	BARBARA TODD	E	10/02/2018			002099		51.00
5796	JOHN A ESLICK	E	10/02/2018			002100		600.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 9/19/2018 THRU 10/02/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5834	DENNIS TROUT	E	10/02/2018			002101		221.00
5906	JOHN HINRICHS	E	10/02/2018			002102		268.00
5957	PASTEUR PROPERTIES LLC	E	10/02/2018			002103		3,852.00
5961	LARRY VANBECELAERE	E	10/02/2018			002104		425.00
6002	SALLY THRELFALL	E	10/02/2018			002105		303.00
6090	RANDAL BENNEFELD	E	10/02/2018			002106		588.00
6130	T & K RENTALS LLC	E	10/02/2018			002107		433.00
6150	JAMES L COX RENTALS	E	10/02/2018			002108		577.00
6161	MICHAEL J STOTTS	E	10/02/2018			002109		171.00
6172	ANDREW ALEX WACHTER	E	10/02/2018			002110		293.00
6269	EDWARD SWOR	E	10/02/2018			002111		553.00
6295	DAVID L PETERSON	E	10/02/2018			002112		1,476.00
6298	KEVAN L SCHUPBACH	E	10/02/2018			002113		7,556.00
6306	BALKANS DEVELOPMENT LLC	E	10/02/2018			002114		403.00
6322	R JAMES BISHOP	E	10/02/2018			002115		699.00
6394	KEVIN HALL	E	10/02/2018			002116		2,519.00
6441	HEATHER D MASON	E	10/02/2018			002117		891.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	10/02/2018			002118		3,352.32
6657	OZARKS AREA COMMUNITY ACTION C	E	10/02/2018			002119		449.63
6673	JUDITH A COLLINS	E	10/02/2018			002120		742.00
6694	DELBERT BAIR	E	10/02/2018			002121		474.00
6708	CHARLES MERTZ	E	10/02/2018			002122		90.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 9/19/2018 THRU 10/02/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6726	BEAU JEPSON	E	10/02/2018			002123		1,056.29
6886	DELBERT BAIR	E	10/02/2018			002124		479.00
6916	STILWELL HERITAGE & EDUCATIONA	E	10/02/2018			002125		3,491.00
6953	CARL ULEPICH	E	10/02/2018			002126		302.00
7024	KIMBERLY GRISSOM	E	10/02/2018			002127		550.00
7027	CALVIN THOMAS	E	10/02/2018			002128		179.00
7083	PITTSBURG HEIGHTS, LP	E	10/02/2018			002129		5,464.00
7112	RANDY VILELA	E	10/02/2018			002130		793.00
7220	TIMOTHY ADAM	E	10/02/2018			002131		113.00
7222	MICHAEL WILBER	E	10/02/2018			002132		241.00
7294	AMMP PROPERTIES, LLC	E	10/02/2018			002133		795.00
7312	JASON HARRIS	E	10/02/2018			002134		466.00
7326	RANDY ALLEE	E	10/02/2018			002135		301.00
7344	TERRY O BARTLOW	E	10/02/2018			002136		307.00
7431	RICKEY A & ROBERTA J WHITE	E	10/02/2018			002137		545.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	10/02/2018			002138		247.00
7554	TRAVIS R RIDGWAY	E	10/02/2018			002139		290.00
7612	ENDICOTT RENTALS, LLC	E	10/02/2018			002140		720.00
7645	SEWARD RENTALS, LLC	E	10/02/2018			002141		919.00
7654	ALICIA PEINE	E	10/02/2018			002142		2,518.00
7659	CHARLES R ALLEN	E	10/02/2018			002143		850.00
7668	JOHN BEST	E	10/02/2018			002144		740.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 9/19/2018 THRU 10/02/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7669	CHARLES GILMORE	E	10/02/2018			002145		520.00
7741	SUSAN E ADAMS	E	10/02/2018			002146		206.00
7777	DELBERT BAIR	E	10/02/2018			002147		231.00
7781	TAWIL PROPERTIES, LLC	E	10/02/2018			002148		203.00
7861	CLARENCE M TRENT 2017 FAMILY T	E	10/02/2018			002149		238.00
7864	CB HOMES LLC	E	10/02/2018			002150		904.00
7866	JAMES MICHAEL HORTON	E	10/02/2018			002151		526.00
7913	DANIEL CANADY	E	10/02/2018			002152		192.00
7915	DENNY L GRISSOM	E	10/02/2018			002153		800.00
7918	CITY OF LEAVENWORTH	E	10/02/2018			002154		658.34
7934	DIANA L OERTLE	E	10/02/2018			002155		307.00
7936	PITTSBURG HIGHLANDS LP	E	10/02/2018			002156		1,321.00
7953	MARK HAAS	E	10/02/2018			002157		1,172.00
7955	CBA BUSINESS SOLUTIONS LLC	R	10/01/2018			183241		1,685.00
6585	CLASS HOMES 1 LLC	R	10/01/2018			183242		152.00
7616	STEVE KUPLEN	R	10/01/2018			183243		1,204.00
1601	GRAIG MOORE	R	10/01/2018			183244		1,401.00
3187	DEAN POWELL	R	10/01/2018			183245		348.00
1800	DAN RODABAUGH	R	10/01/2018			183246		1,286.00
6451	NAZAR SAMAN	R	10/01/2018			183247		352.00
0472	LARRY SPRESSER, LLC	R	10/01/2018			183248		1,242.60
4636	WESTAR ENERGY, INC. (HAP)	R	10/01/2018			183249		1,116.36

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 9/19/2018 THRU 10/02/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	9	8,786.96	0.00	8,786.96
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	101	103,322.57	0.00	103,322.57
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:	110	112,109.53	0.00	112,109.53
BANK: HAP TOTALS:	110	112,109.53	0.00	112,109.53

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: MAN MANUAL CKS  
 DATE RANGE: 9/19/2018 THRU 10/02/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7651	K & D'S LIQUORS, LLC	R	9/25/2018			183200		80.61

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	80.61	0.00	80.61
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: MAN TOTALS:	1	80.61	0.00	80.61
BANK: MAN TOTALS:	1	80.61	0.00	80.61



VENDOR SET: 99 City of Pittsburg, KS

BANK: TBRA BMO HARRIS BANK-TBRA

DATE RANGE: 9/19/2018 THRU 10/02/2018

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3067	STEVE BITNER	E	10/02/2018			002169		560.00
3193	WILLIAM CROZIER	E	10/02/2018			002170		475.00
3294	JOHN R SMITH	E	10/02/2018			002171		600.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	10/02/2018			002172		530.00
4492	PITTSBURG SENIORS	E	10/02/2018			002173		503.00
4523	TODD A TROWBRIDGE	E	10/02/2018			002174		475.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	10/02/2018			002175		700.00
6726	BEAU JEPSON	E	10/02/2018			002176		490.00
6916	STILWELL HERITAGE & EDUCATIONA	E	10/02/2018			002177		465.00
7936	PITTSBURG HIGHLANDS LP	E	10/02/2018			002178		990.00
7953	MARK HAAS	E	10/02/2018			002179		700.00
3187	DEAN POWELL	R	10/01/2018			183250		400.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	400.00	0.00	400.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	11	6,488.00	0.00	6,488.00
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: TBRA TOTALS:	12	6,888.00	0.00	6,888.00
BANK: TBRA TOTALS:	12	6,888.00	0.00	6,888.00
REPORT TOTALS:	327	743,333.47	0.00	743,333.47

Passed and approved this 9<sup>th</sup> day of October, 2018.

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Jeremy Johnson, Mayor

ATTEST:

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Tammy Nagel, City Clerk

## INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager  
From: Kim Vogel, Director of Parks and Recreation  
CC: Tammy Nagel, City Clerk  
Date: October 2, 2018  
Subject: October 9, 2018 City Commission Meeting Agenda Item  
Public Hearing Notice

---

City staff, along with the Everybody Plays Committee, continues to work on future renovations to Schlanger Park. Our next major project to consider is removing the drain and fill wading pool, which was opened in 1930, and replace it with a splash pad to include a recirculation system. In attempt to accomplish this project, we would like to apply to the Kansas Department of Commerce for the Small Cities Community Development Block Grant funds under the Community Facilities category.

The estimated cost of the project is \$328,635 with a grant request for \$225,000 and forced labor costs of \$23,100 and the remaining \$80,535 from the Multigenerational Universally Accessible Playground Project (Everybody Plays) administered by the Community Foundation of Southeast Kansas. City manpower and equipment (forced labor) we be utilized in securing the work site, demolition, backfill and compaction, water and sanitary sewer connections, fencing and sidewalk construction.

The grant application process requires a Public Hearing to take place for input and consideration of other project proposals. In this regard, would you please place an item on the October 9, 2018 City Commission Agenda. Action necessary would be to approve or disapprove of proceeding with the proposed project and application process, and if approved, authorize the Mayor to execute any necessary documents.

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

Public Hearing Notice  
Community Improvement Application

To Be Published on Wednesday, October 3, 2018

The City of Pittsburg will hold a public hearing on Tuesday, October 9, 2018, at 5:30 pm in the Law Enforcement Center at 201 N. Pine for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Community Facilities category. A specific project application to be discussed is a new splash pad in the area bounded by Schlanger Park that will consist of the demolition of the drain and fill pool and addition of a new splash pad in the area it occupied. The estimated project cost is \$ 328,635 with a grant request for \$ 225,000, and forced labor costs of \$ 23,100 and the remaining \$ 80,535 from the Multigenerational Universally Accessible Playground Project (Everybody Plays) administered by the Community Foundation of Southeast Kansas. Other project proposals introduced at the hearing will be considered. Oral and Written comments will be recorded and become a part of the City of Pittsburg CDBG Citizen Participation Plan.

Reasonable accommodations will be made available to persons with disabilities. Requests should be submitted to Tammy Nagel, City Clerk, by Monday, October 8, 2018.

## INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager  
From: Kim Vogel, Director of Parks and Recreation  
CC: Tammy Nagel, City Clerk  
Date: October 2, 2018  
Subject: October 9, 2018 City Commission Meeting Agenda Item  
Resolution No. 1208 – Legal Authority to Apply to KDOC for CDBG

---

City staff, along with the Everybody Plays Committee, have been working on the next improvement to Schlanger Park, removing the drain and fill wading pool and replacing it with a splash pad. The 2018 Kansas Small Cities Community Development Block Grant program, administered through the Kansas Department of Commerce, allows us the opportunity to apply for park renovations through their Community Facilities Program. This grant program requires a minimum of 25% match which has been pledged from the Everybody Plays Committee.

The grant application process requires a Resolution from the City certifying that we have the legal authority and matching funds to apply for grant funding. City staff is requesting the adoption of Resolution 1208, which will accompany our application to the Kansas Department of Commerce.

In this regard would you please place an item on the October 9, 2018 City Commission Agenda. Staff is requesting adoption of Resolution No. 1208 and if approved have the Mayor sign supporting documents.

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



October 1, 2018

Jeremy Johnson, Mayor  
City of Pittsburg  
PO Box 688  
Pittsburg, KS 66762

Dear Mayor Johnson,

The Everybody Plays Committee is working with the Pittsburg Parks and Recreation Department to replace the drain and fill pool at Schlanger Park with a splash pad, commonly known as a sprayground. Through the Parks and Recreation Department we are applying for funding from the Department of Commerce Small Cities Community Development Block Grant. The Committee currently has pledged \$75,000 for construction costs which is the twenty-five percent match requirement, plus \$5,535 for Engineering work to be performed by Ollson Engineering. These funds are available from the Multigenerational Universally Accessible Playground Project Fund administered by the Community Foundation of Southeast Kansas.

If you have any questions you may contact me at 620-249-2595.

Sincerely,

Barbara Herbert, Chairman  
Everybody Plays Committee

RESOLUTION NO. 1208

**A RESOLUTION CERTIFYING LEGAL AUTHORITY TO APPLY FOR THE 2018 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FROM THE KANSAS DEPARTMENT OF COMMERCE AND AUTHORIZING THE MAYOR TO SIGN AND SUBMIT SUCH AN APPLICATION.**

**WHEREAS**, the City of Pittsburg, Kansas, is a legal governmental entity as provided by the laws of the State of Kansas and thereby has the authority to apply for assistance from the Kansas Small Cities Community Development Block Grant program, and

**WHEREAS**, The City of Pittsburg, Kansas, intends to submit an application for assistance from the Kansas Small Cities Community Development Block Grant program, and

**WHEREAS**, The City of Pittsburg, Kansas, hereby authorizes the MAYOR of Pittsburg, Kansas, to act as the applicant's official representative in signing and submitting an application for assistance to the Kansas Small Cities community development block grant program, and

**WHEREAS**, The City of Pittsburg, Kansas, hereby dedicates \$ 80,535.00 in cash toward this project from the Multigenerational Universally Accessible Playground Project Fund, administered by the Community Foundation of Southeast Kansas, and \$ 23,100.00 in force account labor for same.

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

**SECTION 1.** That the City of Pittsburg, Kansas does hereby authorize the Mayor to submit an application to the Kansas Department of Commerce for the Kansas Small Cities Community Development Block Grant Program on behalf of the citizens of the City of Pittsburg, Kansas.

**SECTION 2.** That the City of Pittsburg, Kansas hereby assures the Kansas Department of Commerce that sufficient funding for this project is available.

**SECTION 3.** That the City of Pittsburg, Kansas, hereby assures the Kansas Department of Commerce that the City of Pittsburg, Kansas, is willing and able to, if their Kansas Small Cities Community Development Block Grant Program project is selected for funding, administer all activities involved with the project.

ADOPTED AND PASSED by the governing body of the city of Pittsburg, Kansas, this 9<sup>th</sup> day of October, 2018.

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MAYOR – Jeremy Johnson

ATTEST:

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CITY CLERK – Tammy Nagel



## **INTEROFFICE MEMORANDUM**

To: Daron Hall, City Manager

From: Kim Vogel, Director of Parks and Recreation

CC: Tammy Nagel, City Clerk

Date: October 2, 2018

Subject: October 9, 2018 City Commission Meeting Agenda Item

Resolution No. 1209 – To Apply to KDOC for CDBG

Assuring Continual Operation and Maintenance Support for Project

---

City staff, along with the Everybody Plays Committee, have been working on the next improvement to Schlanger Park, removing the drain and fill wading pool and replacing it with a splash pad. The 2018 Kansas Small Cities Community Development Block Grant program, administered through the Kansas Department of Commerce, allows us the opportunity to apply for park renovations through their Community Facilities Program. This grant program requires a minimum of 25% match which has been pledged from the Everybody Plays Committee.

The grant application process requires a Resolution from the City certifying that we will continually provide for the operation and maintenance of the project. City staff is requesting the adoption of Resolution 1209, which will accompany our application to the Kansas Department of Commerce.

In this regard would you please place an item on the October 9, 2018 City Commission Agenda. Staff is requesting adoption of Resolution No. 1209 and if approved have the Mayor sign supporting documents.

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

RESOLUTION NO. 1209

**A RESOLUTION ASSURING THE KANSAS DEPARTMENT OF COMMERCE THAT FUNDS WILL BE CONTINUALLY PROVIDED FOR THE OPERATION AND MAINTENANCE OF IMPROVEMENTS TO THE SCHLANGER PARK SPLASH PAD SYSTEM TO BE FINANCED WITH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

**WHEREAS**, The City of Pittsburg is applying for Small Cities Community Development Block Grant funds under the Community Facility Category, as administered by the Kansas Department of Commerce; and,

**WHEREAS**, The City of Pittsburg wishes to utilize this funding for the purpose of constructing improvements to the city's park system, as described in the Community Development Block Grant application submitted to the Kansas Department of Commerce; and,

**WHEREAS**, The City of Pittsburg has determined that annual operation and maintenance costs of the splash pad are anticipated to be approximately \$6,000; and,

**WHEREAS**, The annual Parks Operating budget has been determined to be adequate to fund the operation and maintenance of the splash pad,

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

That the City of Pittsburg, Kansas does hereby assure the Kansas Department of commerce that sufficient funds will be provided for the continued operation and maintenance of the above described improvement; that these operation and maintenance costs will be reviewed annually; and that the budget will be adjusted, when necessary, to reflect and cover any increase in costs.

ADOPTED AND PASSED by the governing body of the city of Pittsburg, Kansas this 9<sup>th</sup> day of October, 2018.

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MAYOR - Jeremy Johnson

ATTEST:

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CITY CLERK – Tammy Nagel

## INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager

From: Kim Vogel, Director of Parks and Recreation

CC: Tammy Nagel, City Clerk

Date: October 2, 2018

Subject: October 9, 2018 City Commission Meeting Agenda Item

Statement of Assurances and Certifications to Apply to KDOC for CDBG

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City staff, along with the Everybody Plays Committee, have been working on the next improvement to Schlanger Park, removing the drain and fill wading pool and replacing it with a splash pad. The 2018 Kansas Small Cities Community Development Block Grant program, administered through the Kansas Department of Commerce, allows us the opportunity to apply for park renovations through their Community Facilities Program. This grant program requires a minimum of 25% match which has been pledged from the Everybody Plays Committee.

The grant application process requires a Statement of Assurances and Certificates from the City of Pittsburg, the document is enclosed for review. City staff is requesting the approval of the Statement of Assurances and Certificates, which will accompany our application to the Kansas Department of Commerce.

In this regard would you please place an item on the October 9, 2018 City Commission Agenda. Staff is requesting approval of the Statement of Assurances and Certificates and, if approved, have the Mayor sign supporting documents.

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

## **STATEMENT OF ASSURANCES AND CERTIFICATIONS**

The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
  - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
  - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
- (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
- (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

- (n) The regulations, policies, guidelines and requirements of 2 CFR Part 200 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
  - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
  - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
  - (9) It will comply with the provisions of 24-CFR-200.
  - (10) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
  - (11) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
  - (12) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
  - (13) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.

- (14) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.
- (15) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

\_\_\_\_\_  
Signature, Chief Elected Official

\_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

To Whom It May Concern:

As Chief Elected Official of the City/County of \_\_\_\_\_, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

\_\_\_\_\_  
Mayor/County Commission

ATTEST:

\_\_\_\_\_  
City/County Clerk



## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** Cameron Alden  
Director of Public Works

**DATE:** October 3, 2018

**SUBJECT:** Agenda Item – October 9, 2018  
Ordinance No. G-1287 Amending Section 78-73 of the Pittsburg City Code

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The proposed extension of North Walnut Street between the south line of West 28th Street and the south line of West 29th Street shall have a primary function to move through traffic between areas of concentrated activity within the City, and therefore, shall be designated as a main traffic way as defined by K.S.A. 12-685. Staff is proposing the approval of Ordinance No. G-1287 amending Section 78-73 of the Pittsburg City Code to designate and establish the proposed extension of Walnut Street in Pittsburg, Kansas from the south line of West 28th Street to the south line of West 29th Street as a main traffic way, as defined by K.S.A. 12-685, all within the city limits of Pittsburg, Kansas.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 9, 2018? Action requested is approval or disapproval of the proposed ordinance and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.

Attachments: Ordinance No. G-1287

(Summary Published in the Morning Sun on October 12, 2018)

**ORDINANCE NO. G-1287**

**AN ORDINANCE** amending Section 78-73 of the Pittsburg City Code to designate and establish the proposed extension of Walnut Street in Pittsburg, Kansas from the south line of West 28<sup>th</sup> Street to the south line of West 29<sup>th</sup> Street as a main trafficway, as defined by K.S.A. 12-685, all within the City limits of Pittsburg, Kansas.

**WHEREAS**, the Governing Body of the City of Pittsburg, Kansas, has found that the proposed extension of Walnut Street between the south line of West 28th Street and the south line of West 29th Street shall have a primary function to move through traffic between areas of concentrated activity within the City, and therefore, shall be designated as a main trafficway as defined by K.S.A. 12-685.

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

**Section 1.** Section 78-73 of the Pittsburg City Code is hereby amended to read:

**Sec. 78-73.** Main trafficways, trafficway connections, or through highways and/or streets.

(a) The streets enumerated in this subsection (a) are hereby designated as main trafficways, trafficway connections or through highways:

**Atkinson**

Atkinson Road from North Broadway Avenue to 210th Avenue - main trafficway.

**Broadway**

Broadway from the north City limits to the south City limits - through street.

Broadway from the north City limits to the south City limits - main

trafficway.

**Centennial Drive**

Centennial Drive from the west City limits to the east City limits - main trafficway.

**Ford Street**

East Ford Avenue from the east curb line of South Broadway east to the west curb line of South Rouse Avenue - main trafficway.

**Georgia**

Georgia from Quincy to Twelfth Street - through street.

**Home**

Home Street between East Fourteenth Street and East Twentieth Street - a trafficway connection.

**Homer**

Homer Street between Quincy Avenue and Centennial Drive - trafficway connection.

**Jefferson**

Jefferson from Broadway to the west City limits - through street.

Jefferson Street from Rouse to the alley between Broadway Street and Walnut Street - main trafficway.

**Joplin**

Joplin from the north City limits to the south City limits - through street.

Joplin Street from Atkinson Road to Centennial Drive - main trafficway.

**Locust Street**

Locust Street between the south curb line of 10th Street and the north curb line of Jefferson Street, for a distance of approximately 6,052 feet - trafficway connection.

**Michigan**

Michigan from 20th Street to north City limits - through street.

**Pine Street**

Pine Street between the south curb line of 20th Street and the north curb line of 2nd Street, for a distance of approximately 6,053.8 feet - trafficway connection.

**Quincy**

Quincy from the east City limits to the west City limits - through street.

Quincy from the west curb line of South Joplin Street to the west curb line of South Walnut Street - main trafficway.

**Rouse**

Rouse Street from the north City limits to the south City limits - main trafficway.

**Walnut**

Walnut Street from 20th Street to Quincy - through street.

Walnut Street from West Rose to West 20th Street - main trafficway.

Walnut Street from the south line of West 28<sup>th</sup> Street to the south line of West 29<sup>th</sup> Street - main trafficway.

**Washington**

East Washington from South Joplin to South Rouse - main trafficway.

**4th Street**

4th Street from the east City limits to the west City limits - through street.

4th Street from U.S. 69 Bypass to the intersection of Free King Highway - main trafficway.

**2nd Street**

West 2nd Street between the west curb line of North Broadway Street and the east curb line of North Walnut Street, for a distance of approximately 782 feet - trafficway connection.

**7th Street**

7th Street from Broadway to the east City limits - through street.

7th Street between the west curb line of Joplin Street and the east curb line of Walnut Street, for a distance of approximately 2,132.3 feet - trafficway connection.

**9th Street**

9th Street from Broadway to the west City limits - through street.

**10th Street**

10th Street from Broadway to the east City limits - through street.

**14th Street**

East 14th Street from Rouse to Free King Highway - main trafficway.

**20th Street**

20th Street from the east City limits to the west City limits - through street.

East 20th Street - main trafficway.

**21st Street and 23rd Street**

East 21st Street between the west curb line of North Rouse Street and the easternmost edge of the East 23rd Street overpass, for a distance of approximately 1,419 feet and East 23rd Street between the easternmost edge of the East 23rd Street overpass and the east curb line of North Broadway Street, for a distance of approximately 3,938 feet - trafficway connection.

**27th Street Terrace**

27th Street Terrace from North Rouse Street east a distance of 4,567.87 feet to the City limits - main trafficway.

(b) Every driver of a vehicle or other conveyance traveling on any street intersecting any through street designated in subsection (a) of this Section shall stop such vehicle or other conveyance at the place where such street meets the prolongation of the nearest property line of such through street, subject, however, to the direction of any traffic control sign or any police officer at such intersection. Where a through street is intersected by a through street, the traffic on each street shall come to a full stop before proceeding across the intersected street, except that traffic on a through street which has been designated as a state or federal highway shall not be required to stop at the intersection with another through street.

(c) The City Commission may, by resolution duly published, designate any other street or portions of streets as through streets and cause there to be placed and maintained on each and every street intersecting a through street, standard stop signs of such type and uniformity as to conform to this chapter and the specifications contained in the "Manual and Specifications for Uniform System of Traffic Control Devices on Streets and Highways in Kansas."

(Code 1975, § 21-1501; Ord. No. G-851, § 1, 3-14-2000; Ord. No. G-871, § 1, 5-22-2001; Ord. No. G-872, § 1, 5-22-2001; Ord. No. G-876, § 1, 6-26-2001; Ord. No. G-953, § 1, 10-26-2004; Ord. No. G-954, § 1, 10-26-2004; Ord. No. G-966, § 1, 3-8-2005)

**State law references:** Main trafficways and trafficway connections, K.S.A. 12-685, et seq.; designation of through streets, K.S.A. 8-2002(a)(6).

**Section 2.** That this Ordinance shall take effect and shall be in force from and after its passage and publication in the official City newspaper.

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

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Mayor – Jeremy Johnson

ATTEST:

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City Clerk - Tammy Nagel

(Published in The Morning Sun on October 12, 2018)

**RESOLUTION NO. 1210**

A Resolution, providing for the improvement and construction of Walnut Street in Pittsburg, Kansas from the south line of West 28<sup>th</sup> Street approximately 530 feet to the south line of West 29<sup>th</sup> Street. The construction and improvements include earthwork, debris removal, paving and pavement marking, curb and gutter, together with storm sewers and drainage improvements, lighting, easement and right of way acquisition, surveying, design and construction engineering, and authorizing the issuance of general improvement obligation bonds and temporary notes from time to time as required during the progress of the work under the authority of K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and Article I of Chapter 10, as amended, of the Kansas Statutes Annotated.

WHEREAS, the Governing Body of the City of Pittsburg, Kansas, has by Ordinance designated and established Walnut Street from west 28<sup>th</sup> Street to west 29<sup>th</sup> Street as a main trafficway, as defined by K.S.A. 12-685 effective October 12, 2018;

WHEREAS, the Governing Body of the City of Pittsburg, Kansas, hereby declares the necessity for and the intention to improve and construct Walnut Street in Pittsburg, Kansas from the south line of 28<sup>th</sup> Street approximately 530 feet to the south line of 29<sup>th</sup> Street. The construction and improvements include earthwork, debris removal, paving and pavement marking, curb and gutter, together with storm sewers and drainage improvements, lighting, easement and right of way acquisition, surveying, design and construction engineering, and authorizing the issuance of general obligation bonds and



temporary notes from time to time as required during the progress of the work under the authority of K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and Article I of Chapter 10, as amended, of the Kansas Statutes Annotated; and

WHEREAS, the portion of Walnut Street to be constructed lies wholly within said designated main trafficway.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS;

Section 1: That it is necessary and advisable to improve and construct Walnut Street in Pittsburg, Kansas from the south line of 28<sup>th</sup> Street approximately 530 feet to the south line of 29<sup>th</sup> Street. The construction and improvements include earthwork, debris removal, paving and pavement marking, curb and gutter, together with storm sewers and drainage improvements, lighting, easement and right of way acquisition, surveying, design and construction engineering, and authorizing the issuance of general obligation bonds and temporary notes from time to time as required during the progress of the work under the authority of K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and Article I of Chapter 10, as amended, of the Kansas Statutes Annotated.

Section 2: That the aforesaid improvement is declared to be in the public interest, authorized and directed and ordered to be completed, with any actions heretofore taken being affirmed, confirmed, and ratified; and, further, that the employment of highway and traffic engineers as necessary for the development and planning of said improvement is also authorized.

Section 3: That this Resolution is intended to be a declaration of the City's official intent to reimburse itself from the proceeds of temporary notes and/or general obligation bonds to be issued by the City for any improvement costs incurred and paid by the City from moneys other than the proceeds of the City's notes and/or bonds. A copy of this Resolution is available for inspection by the public at any time during all business hours in the office of the City Clerk, 201 West 4<sup>th</sup> Street, Pittsburg, Kansas.

Section 4: That for the purposes of paying the City's costs of making the capital improvement described and referred to herein and reimbursing expenditures necessitated by the improvement, including the payment of necessary architectural, engineering, legal, and incidental costs relating thereto, the City of Pittsburg, Kansas, is hereby authorized to issue temporary notes from time to time as required during the progress of the work in a total sum not to exceed the amount of \$150,000.00; which amount is hereby increased at the rate of one percent (1%) per month from and after the date of the approval of this Resolution. Said notes shall be dated as of the date specified in the subsequent resolution, shall bear interest at a rate not to exceed the limit authorized by K.S.A. 10-1009 and any amendments thereto, shall be payable in accordance with the terms of the notes, shall mature not later than one (1) year from the date of the issuance of the notes, and shall be redeemed and cancelled before or at the time permanent general obligation improvement bonds are issued in lieu thereof. Said notes are authorized by K.S.A. 12-685 to 12-687, K.S.A. 12-689, and K.S.A. 12-690, and any amendments thereto, and Article 1 of Chapter 10, and any amendments thereto, of the Kansas Statutes Annotated.

Section 5: That the cost and expense of constructing said improvement shall be financed by the issuance of general obligation bonds of the City in an amount not exceeding \$150,000.00.

Section 6: That the Mayor and Clerk of the City be, and they are, hereby authorized to give public notice, in accordance with the requirements of K.S.A. 10-106, and any amendments thereto, of the City's intent to sell its general obligation bonds to finance the City's participation in the cost of constructing said improvement.

Section 7: The Governing Body or its representative, following the review of bids received, may let the contract for the construction of said improvement or any part thereof to the lowest responsible bidder. Upon acceptance of any bid, the bidder or contractor to whom the contract shall be awarded, shall enter into a written agreement with the City or its representative for the construction of said improvement or any part thereof, and shall execute a bond with satisfactory surety thereon, conditioned for the faithful performance of said contract, and a bond indemnifying and saving the City harmless because of any injury to persons or property caused by the negligence of the contractor and the contractor's agents, employees or servants. All of the work shall be done under the supervision of highway and traffic engineers or the City Engineer and shall be subject to the approval of the Governing Body or its representative before final acceptance.

Section 8: This Resolution shall be effective upon publication of City Ordinance No. G-1287 designating Walnut Street from the south line of west 28<sup>th</sup> street approximately

530 feet to the south line of west 29<sup>th</sup> Street as a main trafficway, as defined by K.S.A.  
12-685.

PASSED AND APPROVED BY THE GOVERNING BODY this \_\_\_\_\_ day of  
October, 2018.

\_\_\_\_\_  
Mayor – Jeremy Johnson

ATTEST:

\_\_\_\_\_  
City Clerk - Tammy Nagel

(SEAL)

# Professional Services Agreement

This Agreement for Professional Services (“Agreement”) made and effective this \_\_\_\_ day of \_\_\_\_ 2018, by and between **GE Warren Associates (Consultant)** and **City of Pittsburg, Kansas (City)** who, in consideration of the mutual covenants of this Agreement, hereby agree as follows:

## **1. Scope of Services**

**Consultant** shall perform the tasks described on **Exhibit “A”** in accordance with the conditions thereon and provide all of the deliverable items in accordance with the terms of this agreement. Consultant represents that it possesses qualified personnel and maintains appropriate license and certificates of authority to perform services.

## **2. Billings, Compensation and Status**

- 2.1 **Consultant** acknowledges that it is an independent consultant and is responsible for all project related taxes and there shall be no withholding of taxes. The **Consultant** understands, acknowledges and **Consultant** agrees that none of the employees shall be classified employee of the **City** and that none of its employees shall have, be entitled to or receive any of the benefits afforded to the unclassified employees of the **City**.
- 2.2 **City** agrees to pay for of all tasks completed with respect to this agreement in accordance with the Scope of Work attached as **Exhibit “A”**. **City** shall pay to **Consultant** a fixed fee of \$20,000 plus actual reasonable expenses. Estimates of reasonable expenses are listed in **Exhibit “B”**.
- 2.3 **Consultant’s** fees for services will be due in two payments. Payment 1 of \$10,000 will be payable upon completion of Phase 1. The balance (\$10,000 and reimbursement of expenses will be due following the completion of Phase 2.) Consultant will provide invoices after completion of each phase. **Consultant** statements are due and payable upon receipt, and shall be paid in full within thirty (30) days of the statement date. Final settlement shall be made by the City to the **Consultant** within thirty days (30) following the completion and acceptance of **Consultant’s** work.
- 2.4 **Consultant** reserves the right to cease work if a statement remains outstanding for more than one hundred twenty (120) days.
- 2.5 **City** is obligated only to make payments under the agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue-producing source.
- 2.6 Original Invoices shall be sent to James Clarkson, Director of Finance.

### **3. Term and Termination**

3.1 The term of this Agreement begins on above signed date and unless properly terminated by either party, this Agreement will remain in effect for three months or until terminated under the conditions outlined in section 3.2 of this agreement. This agreement may be extended through an addendum.

3.2 The terms of this Agreement shall be binding upon the parties hereto until all tasks outlined in **Exhibit "A"** have been delivered and accepted by **City** and all payments required to be made to the **Consultant** have been made; but, this Agreement may be terminated under any or all of the following conditions.

3.2.1 By mutual agreement and consent of the parties hereto.

3.2.2 By the **City** as a consequence of the failure of the **Consultant** to comply with the terms, or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the **Consultant**. **City** must give **Consultant** thirty (30) days written notice of intent to terminate Agreement with cause. **Consultant** will have thirty (30) days to remedy failures, if failures are not remedied to the satisfaction of the **City** then Agreement shall be terminated.

3.2.3 By satisfactory completion of all services and obligations described herein.

3.2.4 By the **City**, giving thirty (30) days notice to the **Consultant** in writing and paying fees due for completed work.

3.2.5 Should the **City** desire to suspend the work, but not definitely terminate the agreement, this may be done by thirty (30) days' notice given by the **City** in writing to that effect. The work may be reinstated and resumed in full force at a mutually agreed date upon receipt from the **City** of thirty (30) days' notice in writing to that effect. Payments to Consultant will not be due for activity performed during work suspension.

### **4.0 Compliance With Laws And Ordinances**

The **Consultant** hereby agrees to comply with all Federal, State and Local laws and ordinances applicable to the work or services under this agreement.

### **5.0 Confidentiality**

5.1 In the course of their dealing with each other, the undersigned parties may from time to time, disclose certain technical and business information, business plans

and strategies which is proprietary and confidential to the disclosing party. The purpose of such disclosures is to enable the parties to engage in performing engineering services as may be requested. Confidential information shall mean all information provided by either party to the other that relates to the party's plans and specifications for the project.

- 5.2 The party which produced or received such confidential information from the other party agrees to treat the same as confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, such confidential information so produced or received, and shall not make use of such information except for the limited, internal purpose referred to above, without the prior written consent of the disclosing party. In addition, the receiving party agrees to use at least the same degree of care to protect confidential information disclosed to it hereunder as it would employ with respect to its own information of like importance that it does not desire to have published or disseminated, but in no event less than reasonable care.
- 5.3 All information exchanged shall be subject to the provisions of the Kansas Open Records Act.

## **6.0 Conflict of Interest**

**Consultant** agrees that during the term of this agreement and for a period of three years thereafter, and under any extension of the term under this Agreement, not to engage, either directly or indirectly, in any activity (a Conflict of Interest) which might adversely affect the **City**, including ownership of a material interest in any supplier, contractor, distributor, subcontractor, customer or other entity with which the **City** does business or accepting any material payment, service, loan, gift, trip, entertainment, or other favor from a supplier, contractor, distributor, subcontractor, customer or other entity with which the **City** does business, and that **Consultant** will promptly inform the **City** as to each offer received by **Consultant** to engage in any such activity. **Consultant** further agrees to disclose to the **City** any other facts of which **Consultant** becomes aware which might in **Consultant's** good faith judgment reasonably be expected to involve or give rise to a Conflict of Interest or potential Conflict of Interest.

## **7.0 Indemnification**

To the fullest extent permitted by law, the **Consultant** hereby acknowledges and agrees that it shall indemnify, hold harmless the **City** against claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the performance of the **Consultant's** work for the **City** provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than to the Work itself) including loss of use resulting there from, and (2) is



brought about in whole or in part by any act or omission of the **Consultant**, its employees, agents or sub-subcontractors.

## **8.0 Successors And Assigns**

**City** and **Consultant** each bind successors, executors, administrators and assigns to the other party to this agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this agreement.

## **9.0 General**

- 9.1 **Independent Contractor.** While in performance of services or carrying out other obligations under this Agreement, the **Consultant** shall be acting in the capacity of the independent Contractors and not as employees of the **City**. The **City** shall not be obligated to any person, firm or corporation of their services under this Agreement. The **Consultant** shall be authorized to represent the **City** with respect to services being performed, dealing with other agencies, and administrations in order to perform the services under this agreement.
- 9.2 **Employment Warranty.** The **Consultant** warrants that it has not employed or retained any company or person other than bona-fide employees or consultants working solely for the consultant, to solicit or secure this agreement, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the **City** shall have the right to annul this agreement without liability.
- 9.3 **Binding Effect.** This Agreement shall be binding upon the parties and their respective heirs, personal representatives, administrators, trustees, receivers, successors, and permitted assigns.
- 9.4 **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersede and replace all prior agreements or understandings and all negotiations, discussions, arrangements, and understandings with respect thereto.
- 9.5 **Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally. The headings and table of contents (if any) used in this Agreement are inserted for convenience and reference only and are not intended to be an integral part of or to affect the meaning or interpretation of this Agreement.

- 9.6 **Amendment, Modification, Waiver.** No amendment, modification, or waiver of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or construed to constitute a waiver of any other provision of this Agreement (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.
- 9.7 **Survival.** All terms, covenants, conditions and agreements set forth in this Agreement which by their terms contemplate or require performance or forbearance which is to extend beyond or occur after the termination of this Agreement, specifically including, but not limited to, the provisions relating to the use and disclosure of confidential information, shall survive termination of this Agreement and the termination of Subcontractor's employment (by either party and for whatever reason) and shall nevertheless be and remain fully enforceable as between the parties in accordance with their terms.

## **10. Anti-Kickback**

Salaries of Consultant's employees performing work under this agreement shall be paid unconditionally and without deduction or rebate on any account except only such deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" (Title 18 U.S.A., Section 874) and as supplemented in the Department of Labor Regulations (29 CFR, Part 3).

## **11. Nondiscrimination**

- 11.1 Consultant agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1973, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, title IX of the Education Amendments of 1972, and Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
- 11.2 Consultant agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, national origin, and veteran status, political affiliation or physical disabilities.
- 11.3 Any act of discrimination committed by consultant, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this agreement.


**12. Applicable Law and Venue**

Without regard to any rules on conflicts of law, this Agreement shall be subject to and interpreted in conformance with the laws of the State of Kansas and ordinances of the City of Pittsburg, unless expressly provided otherwise by federal law or regulations. Venue is exclusively limited to the District Court of Crawford County, Kansas.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**GE Warren Associates**

**City of Pittsburg, Kansas**



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Jerry Warren  
Principal  
GE Warren Associates

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Jeremy Johnson  
Mayor  
City of Pittsburg, KS

**Attest**

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**Tamara Nagel, City Clerk**

## **Exhibit A**

### **SCOPE OF SERVICES**

#### **PROJECT APPROACH AND METHODOLOGY:**

The project will be performed in two phases. During the first phase of the assignment, **Consultant** will develop the 20-year cash flow and conduct most of the analytical work that feeds into the 20-year cash flow. During the second phase, **Consultant** will travel to Pittsburg and conduct the severance and reintegration element of the assignment, finalize the cash flow model, and conduct the final presentation/meeting with senior staff. This approach will give **Consultant** more flexibility in terms of scheduling. Consultant will conduct Phase 1 in Florida around existing schedule obligations. Additionally, travel to Pittsburg during Phase 2 will require a one week visit.

#### ***Phase 1 – Financial and Power Supply Analysis***

##### ***Duration: 30 days from agreement execution***

1. **Purchase Price** - Consultant will review the purchase price estimates already received and will add independent evaluations to determine the reasonable range of acquisition costs that would be appropriate for input into the cash flow model. Consultant will compare the range of purchase prices developed and determine the feasibility sensitivity to the purchase price.
2. **Cost of Wholesale Power Supply** - Consultant will develop credible estimates for the cost of wholesale power supply. Both Kansas and Missouri have a long and rich history of municipal utilities providing competitively priced and reliable electric service to customers. Missouri and Kansas both have over 100 municipal utilities and Consultant expects good sources for current wholesale power supply costs. The sources and prices of wholesale power experienced by other municipal utilities in the region will help determine the market price and availability of wholesale power available to Pittsburg.
3. **Retail revenues** – Consultant will, based on Westar’s current rates and the estimated customer mix of a Pittsburg electric system, estimate expected Pittsburg electric system revenues for input into the cash flow.
4. **20 Year Cash Flow Model** – The twenty-year cash flow model will include all cash inflows and outflows. Consultant will estimate the amount of borrowed funds and annual debt service.

#### **Deliverables** – For Phase 1 Consultant will provide the following:

1. A kick-off conference call with the city’s electric utility team members. During this call, Consultant will outline the work plan and identify the information required from the City;
2. Periodic update conference calls with the City’s team as required;
3. At the end of Phase 1, Consultant will provide the City with a draft of the 20-year cash flow.
4. Upon completion of Phase 2, Consultant will update the model with the results of our severance and reintegration analysis.

5. A preliminary PowerPoint presentation that summarizes the results of each of the elements of the scope of work described and the 20-year cash flow model. The pages of this PowerPoint presentation will become a part of the final presentation prepared as a part of Phase2.

***Phase 2 – Severance and Reintegration Analysis.***

***Duration: 30 days following completion of Phase 1***

**Severance and Reintegration** - Consultant will prepare a planning level accuracy estimate for the severance and reintegration plan that would be required for the City to create its own municipal electric utility. The purpose of this analysis/planning effort is not to create an engineering plan for severance and reintegration but to identify a rational/reasonable dollar amount to include in the cash flow model for severance and reintegration.

**Deliverables** - Consultant will summarize the results of the analysis through a PowerPoint presentation at the end of the effort that provides the following:

- documents the analysis of the above elements;
- the development of the 20 year cash flow model;
- conclusions with regard to the City's desire to establish a municipal electric utility;
- suggested next steps and go forward strategies.

Consultant envisions an extended closing meeting with senior management to present our results, to discuss challenges the City will likely face, to discuss strategies, and to answer questions.

***Support Required From City***

In an effort to expedite this engagement, Consultant requests that the City provide the following information and/or support:

- A city map that shows the City limit boundaries down to the parcel level.
- Franchise fee records that show the amount of monthly franchise fees paid by Westar to the City over the last two years.
- Customer count by class information that the City may have from existing water and wastewater utility services
- Access to City personnel that can discuss near term plans for City annexations
- Access to GIS personnel that can assist with the development of maps necessary for the development of severance and reintegration plans.
- Office space for conducting the day-to-day work efforts while we are in Pittsburg during Phase 2. A conference room with Internet access would be suitable.
- Availability of a copy machine.

**Exhibit B**  
**Estimated Expenses**

The City will reimburse for actual reasonable expenses associated with conducting this assignment. Consultant will receive a per diem amount of \$25 per day per person for food. Consultant will fly into the nearest commercial airport at the lowest possible airfares. Consultant will rent a car for travel to and from our stay in Pittsburgh. While conducting the severance and reintegration analysis, Consultant intends to rent a second car in Pittsburgh for a few days. Estimated lodging is based on two hotel rooms for 5 days. Consultant may rent an Air BnB or a VRBO home or apartment if one can be found that will reduce lodging costs. Estimated expenses are as follows:

Air Fare x 2	\$1,200
Travel to Florida Airports @ \$.55/mile	\$200
Airport Parking	\$120
Car Rental – From MCI	\$350
Gas for rental car including roundtrip travel from the airport	\$75
lodging 2 rooms x 5 nights	\$900
Rental of a second car (3 days)	\$165
Gas for second car	\$ 45
Food \$25/day per each 6 days	\$300
Misc Other Expenses/round-off	<u>\$145</u>
<b>Total Estimated Expenses</b>	<b>\$3,500</b>