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| Approval of the Appropriation Ordinance for the period ending December 11, 2018 subject to the release of HUD expenditures when funds are received. | |
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| JOLLY FOX BREWERY PROJECT - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to provide a loan in the amount of \$200,000 to Joel Stewart, Brandon Davis and Sefali Nursariwala for the Jolly Fox Brewery project, to be repaid over seven years at 5% interest, contingent on the approval of conventional financing. | |
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| ECONOMIC DEVELOPMENT SERVICES AGREEMENT - Consider approval of the Economic Development Services Agreement, including Exhibit "A", between The Pittsburg Area Chamber of Commerce and The City of Pittsburg in which the Chamber will perform the services related to the location and retention of industrial, manufacturing and retail businesses in the City for the year beginning January 1, 2019 and expiring December 31, 2019. | |
| 2019 Chamber Agreement | 132 |
| BUSINESS DEVELOPMENT AND INNOVATION SERVICES AGREEMENT - Consider approval of the Business Development and Innovation Services Agreement between Pittsburg State University (PSU) and The City of Pittsburg in which PSU will provide support to the City to effectively help create and attract new businesses, industries and manufacturing concerns to the City, as well as more effectively promote the expansion and growth of existing businesses and industries already located in the City for the year beginning January 1, 2019 and expiring December 31, 2019. | |
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| DISPOSITION OF BIDS - Bids were received on Tuesday, December 11th, 2018, for a full maintenance contract with monthly inspections of elevators and lifts at various City facilities for a 3-year period from January 1st, 2019 through December 31st, 2021. Staff will provide a verbal recommendation for award of the bid. | |
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| DISPOSITION OF BIDS - Bids were received on Tuesday, December 11th, 2018, for annual service of inspection and maintenance of fixed location generators at various City facilities for a 3-year period from January 1st, 2019 through December 31st, 2021. Staff will provide a verbal recommendation for award of the bid. | |
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| RESOLUTION NO. 1215 - Consider approval of Resolution No. 1215, authorizing and providing for the public sale of General Obligation Bonds, Series 2019A of the City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof. | |
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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 11, 2018
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the November 27, 2018, City Commission Meeting minutes.
- b. Approval of Resolution No. 1216, declaring and describing the corporate limits and boundary lines of the City of Pittsburg, Crawford County, Kansas.
- c. Approval of Ordinance No. G-1291, amending Section 82-51 of the Pittsburg City Code to provide deposit amounts for applicants for water service, and authorization for the Mayor to sign the Ordinance on behalf of the City.
- d. Approval of Ordinance No. G-1292, amending Section 82-118 of the Pittsburg City Code to provide reconnection charges for restoration of water service, and authorization for the Mayor to sign the Ordinance on behalf of the City.
- e. Approval of Ordinance No. G-1293, amending Section 82-286 of the Pittsburg City Code to provide turn-on fees for new water service, and authorization for the Mayor to sign the Ordinance on behalf of the City.
- f. Approval of Ordinance No. G-1294, amending Section 82-52 of the Pittsburg City Code to provide deposit amounts for applicants for sewer service, and authorization for the Mayor to sign the Ordinance on behalf of the City.
- g. Approval of Ordinance No. G-1295, repealing Sections 82-116 and 82-117 of the Pittsburg City Code regarding reconnect fees and turn-on fees for new and terminated water service since these provisions are also addressed in Sections 82-118 and 82-286, and authorization for the Mayor to sign the Ordinance on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 11, 2018
5:30 PM

- h. Approval of Ordinance No. S-1057, levying and assessing special assessments to pay the cost of paving and constructing the Silverback Way Street and Boulevard in the City of Pittsburg, Kansas, and authorization for the Mayor to sign the Ordinance on behalf of the City.
- i. Approval of Ordinance No. S-1058, amending Ordinance No. S-1051, fixing the salary and compensation of the officers and employees of the City of Pittsburg, Kansas, and authorization for the Mayor to sign the Ordinance on behalf of the City.
- j. Approval of staff recommendation to enter into an agreement with Maestro Health for the administration of City employee flexible spending accounts and authorization for the City Manager to execute the agreements once they are approved by the City Attorney.
- k. Approval of the Economic Development Advisory Committee's recommendation to forgive \$3,000 of the Southeast Kansas Recycling Center's 2018 loan payment, as they have fully complied with the City's requirement for loan forgiveness and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.
- l. Approval of final payment in the amount of \$75,440.00 to Maguire Iron, Inc., of Sioux Falls, South Dakota, for the Water Tower Blasting and Painting Project.
- m. Approval of staff recommendation to appoint Richard Proffitt to a first term and reappoint Brian Jones and Matt Hess to second terms as members of the Land Bank Board of Trustees effective January 1, 2019, and concluding on December 31, 2021.
- n. Approval of the applications submitted by Dillons Companies, LLC (2600 North Broadway), Bo's 1 Stop (1116 West 4th Street), Rhodes Grocery (310 East Centennial), Pitt Stop (902 South Joplin), Pizza Hut #1652 (102 East Quincy), Pete's #3 (4002 North Broadway), Pete's #7 (1711 North Broadway), Pete's #21 (1711 North Broadway), Horton's Pizza Plus (1601 East 4th Street) and Main Street Axe Company, LLC (216 South Broadway) to sell Cereal Malt Beverages for the year 2019 and authorize the City Clerk to issue the licenses.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 11, 2018
5:30 PM

- o. Approval of the 2019 dues to the League of Kansas Municipalities in the amount of \$8,808.63.
- p. Approval of the Appropriation Ordinance for the period ending December 11, 2018 subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

CITY COMMISSION APPOINTMENT:

- a. APPOINTMENT OF CITY COMMISSION MEMBER - Mayor Jeremy Johnson has resigned his position of City Commissioner effective December 31, 2018. Appoint a new City Commissioner to fill the vacant position with a term beginning on January 1st, 2019, and concluding in January of 2020. **Appoint an individual to fill the position of City Commissioner.**

PUBLIC HEARING:

- a. 2018 BUDGET AMENDMENT - The City advertised for a Public Hearing to be held on Tuesday, December 11, 2018, at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, located at 201 North Pine, to hear and answer objections of taxpayers relating to the proposed amended use of 2018 funds in the 2018 budget. **Following the Public Hearing, approve or disapprove the amended use of funds.**

SPECIAL PRESENTATION:

- a. ECONOMIC DEVELOPMENT QUARTERLY REPORT - Director of Economic Development Blake Benson and Director of the Kansas Polymer Research Center Darrell Pulliam will present the quarterly Economic Development Report. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. JOLLY FOX BREWERY PROJECT - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to provide a loan in the amount of \$200,000 to Joel Stewart, Brandon Davis and Sefali Nursariwala for the Jolly Fox Brewery project, to be repaid over seven years at 5% interest, contingent on the approval of conventional financing. **Approve or disapprove the recommendation of the Economic Development Advisory Committee and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 11, 2018
5:30 PM

- b. ECONOMIC DEVELOPMENT SERVICES AGREEMENT - Consider approval of the Economic Development Services Agreement, including Exhibit "A", between The Pittsburg Area Chamber of Commerce and The City of Pittsburg in which the Chamber will perform the services related to the location and retention of industrial, manufacturing and retail businesses in the City for the year beginning January 1, 2019 and expiring December 31, 2019. **Approve or disapprove the Economic Development Services Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**

- c. BUSINESS DEVELOPMENT AND INNOVATION SERVICES AGREEMENT - Consider approval of the Business Development and Innovation Services Agreement between Pittsburg State University (PSU) and The City of Pittsburg in which PSU will provide support to the City to effectively help create and attract new businesses, industries and manufacturing concerns to the City, as well as more effectively promote the expansion and growth of existing businesses and industries already located in the City for the year beginning January 1, 2019 and expiring December 31, 2019. **Approve or disapprove the Business Development and Innovation Services Agreement and, if approved, authorize the Mayor to sign the agreement on behalf of the City.**

- d. DISPOSITION OF BIDS - Bids were received on Tuesday, December 11th, 2018, for a full maintenance contract with monthly inspections of elevators and lifts at various City facilities for a 3-year period from January 1st, 2019 through December 31st, 2021. Staff will provide a verbal recommendation for award of the bid. **Approve or disapprove staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.**

- e. DISPOSITION OF BIDS - Bids were received on Tuesday, December 11th, 2018, for annual service of inspection and maintenance of fixed location generators at various City facilities for a 3-year period from January 1st, 2019 through December 31st, 2021. Staff will provide a verbal recommendation for award of the bid. **Approve or disapprove staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 11, 2018
5:30 PM

- f. RESOLUTION NO. 1215 - Consider approval of Resolution No. 1215, authorizing and providing for the public sale of General Obligation Bonds, Series 2019A of the City of Pittsburg, Kansas, setting forth the details of said sale; and providing for the giving of notice thereof. **Approve or disapprove Resolution No. 1215 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

EXECUTIVE SESSION:

- a. An Executive Session is necessary to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1), to discuss the 2018 evaluation of the City Manager. **Motion to recess into Executive Session for 60 minutes to discuss the 2018 evaluation of the City Manager pursuant to the non-elected personnel exception under K.S.A. 75-4319(b)(1) with the meeting to resume in the Commission Room in 60 minutes.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 27th, 2018

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, November 27th, 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.

Mark Chambers, of the First United Methodist Church, provided an invocation.

Bruce Mullen, Erie, Kansas, stated that he is still interested in developing the property at 113 West Street. Mr. Mullen stated that he would like the opportunity to submit a revised proposal for the development.

APPROVAL OF MINUTES – NOVEMBER 13th, 2018 – On motion of Munsell, seconded by Chenoweth, the Governing Body approved the November 13th, 2018, City Commission Meeting minutes as submitted. Motion carried.

MEMORIAL AUDITORIUM ADVISORY BOARD MEMBERSHIP – On motion of Munsell, seconded by Chenoweth, the Governing Body appointed Dani Gosch and Todd Loveland to first terms and Bob Laushman to a second term as members of the Memorial Auditorium Advisory Board effective on January 1, 2019, and concluding on December 31, 2022. Motion carried.

CEREAL MALT BEVERAGE LICENSES – On motion of Munsell, seconded by Chenoweth, the Governing Body approved the applications submitted by The City of Pittsburg (Four Oaks Golf Course and Lincoln Park), Casey's General Store #2893 (2912 North Broadway), Casey's General Store #2961 (612 South Broadway), Walmart Inc. Store #72 (2710 North Broadway), Walmart Inc. Store #5791 (1011 East Centennial), Walmart Inc. Store #5791 Fuel Station (1015 East Centennial), and Walgreen's #09049 (1911 North Broadway) to sell Cereal Malt Beverages for the year 2019 and directed the City Clerk to issue the licenses. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by Chenoweth, the Governing Body approved the Appropriation Ordinance for the period ending November 27th, 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.

CAREER AND TECHNICAL EDUCATION CENTER OF SOUTHEAST KANSAS REPORT - Kris Mengarelli, Executive Director of the Career and Technical Education Center of Southeast Kansas (CTEC), provided a report on the growth of the CTEC program.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 27th, 2018

DON GUTTERIDGE SPORTS COMPLEX RESTROOM AND CONCESSION FACILITIES – On motion of O'Bryan, seconded by Chenoweth, the Governing Body approved staff recommendation to award the bid for the construction of two new stick-built restroom and concession stand facilities in the Don Gutteridge Sports Complex to Tri-State Construction, of Pittsburg, Kansas, based on their low bid of \$407,757 to be funded by the Kansas Department of Wildlife and Park's Land and Water Conservation Fund, a General Obligation Bond, and operating funds, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

Commissioner McNay requested baby diaper changing stations be installed in both the men's and women's restrooms.

DOWNTOWN ADVISORY BOARD APPOINTMENTS – On motion of Munsell, seconded by McNay, the Governing Body appointed Heather Orscheln and Amy Sawyer to at-large positions and John Minton to a downtown land owner position as members of the Downtown Advisory Board effective January 1, 2019, and to conclude on December 31, 2020. Motion carried.

DATE FOR SECOND CITY COMMISSION MEETING IN DECEMBER – On motion of Johnson, seconded by O'Bryan, the Governing Body cancelled the December 25th, 2018, City Commission Meeting. Motion carried.

NON-AGENDA REPORTS & REQUESTS –

PROCESS FOR APPOINTING A CITY COMMISSIONER – City Manager Daron Hall discussed the process that will be used to appoint a City Commissioner to take office in January of 2019.

CONSULTANT INTRODUCTION – Deputy City Manager Jay Byers introduced Jerry Warren, of GE Warren Associates, the consultant engaged by the City to explore the feasibility of the City crating an electrical utility.

ADJOURNMENT: On motion of Chenoweth, seconded by McNay, the Governing Body adjourned the meeting at 6:20 p.m. Motion carried.

Jeremy Johnson, Mayor

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Direct of Public Works

DATE: December 5, 2018

SUBJECT: Agenda Item – December 11, 2018
Boundary Resolution

The City of Pittsburg is required, under provisions of K.S.A. 12-517, to adopt a boundary resolution. This statute states, in part, that “before the last day of December in any year which territory has been added to or excluded from any city, the Governing Body of such city shall declare, by resolution, the entire boundary of the city.”

This past year, no properties were added or removed to the boundaries.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 11, 2018. Action necessary will be approval or disapproval of the boundary resolution.

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

Attachment: Resolution No. 1216

RESOLUTION NO. 1216

A RESOLUTION DECLARING AND DESCRIBING THE CORPORATE LIMITS AND BOUNDARY LINES OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS.

WHEREAS, the Governing Body for the City of Pittsburg, Kansas, as authorized by the provisions of K.S.A. 12-520 did annex land within the corporate limits of the City with the adoption of Ordinance No. G-1244;

WHEREAS, pursuant to said annexation and K.S.A. 12-517, it is necessary for the Governing Body to declare the new boundary lines by resolution prior to December 31, 2018; and

WHEREAS, it is also necessary for the City Clerk to file a Certified Copy of such resolution with the Crawford County Clerk, the Crawford County Register of Deeds and the State Transportation Engineer.

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

SECTION 1. City Boundary: The corporate limits and boundary lines of the City of Pittsburg, Crawford County, Kansas, are hereby declared and described by beginning at the Northeast Corner of said City and continuing in a counter-clockwise direction as follows:

Beginning at the Northeast Corner of Section 16, Township 30 South, Range 25 East, thence West along the North line of said Section 16 to a point 636.40 feet East of the Southwest Corner of Section 9, Township 30, Range 25, thence on a bearing of North and perpendicular to said South line a distance of 40.00 feet, thence on a bearing of North 02°13'52" West a distance of 121.76 feet, thence on a bearing of North 11°47'44" West a distance of 110.36 feet, thence on a bearing of North 13°42'55" West a distance of 188.74 feet to the point of intersection with the Southeasterly right-of-way line of Old Rouse Street, thence

in a Northwesterly direction along the Southern right-of-way of the D.J. (Joe) Saia Overpass/D. J. (Joe) Saia Boulevard across the railroad right-of-way of the Kansas City Southern Railway Company and the right-of-way of the Atkinson, Topeka and Santa Fe Railway to the point of intersection with the Western right-of-way of the Atkinson, Topeka and Santa Fe Railway, thence in a Southwesterly direction along the Western right-of-way line of the Atkinson, Topeka and Santa Fe Railway to the point of intersection with the North line of Section 17, Township 30, Range 25, thence West along the North line of Section 17, to a point 291.00 feet West of the Northeast Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 17, thence North and parallel to the East line of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 8, Township 30, Range 25 to the North line of said Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), thence West to the Northwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 8, and continuing West on the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 30, Range 25, to the Northwest Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, thence North along the East line of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) to the Southeast Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 7, thence West along the South line of said Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) to the center line of Cow Creek, thence in a Northwesterly and Northerly direction, along the meandering center line of Cow Creek to a point on the North line of said Section 7, said point being 625.00 feet West of the Northeast Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 7, thence West along the North line of Section 7 to the Northwest Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 7, thence South along the West line of the Northeast Quarter (NE $\frac{1}{4}$) of Section 7 to the Southwest Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 7, thence East along the North line of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 7 a distance of 373.06 feet, thence South 1892.00 feet, thence West 30.00 feet, thence South 21.00 feet, thence West and parallel to the South line of said Section 380.00 feet, thence North and parallel to the West line of said Section 530.00 feet, thence West and running along the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) 1270.00 feet, thence South and running along the West line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) 666.60 feet, thence North 88°35'00" West and parallel to the South line of said Section 661.40 feet to a point being 653.40 feet North of the South line of

Section 7, thence South and parallel to the West line of said Section 267.12 feet, thence West and parallel to the South line of said Section 676.60 feet, to the East line of Section 12, Township 30 South, Range 24 East, thence North along the East line of Section 12 to the Northeast Corner of Section 12, thence West along the North line of Section 12, also being the South line of Section 1, Township 30 South, Range 24 East, for a distance of 1844.27 feet, thence North 09°56'18" West a distance of 649.61 feet, thence North 09°55'39" West, for a distance of 2960.83 feet, more or less, to the South right-of-way line of the abandoned Atchison, Topeka and Santa Fe Railroad, thence North 63°39'07" West along the South right-of-way line a distance of 1240.41 feet, thence South 09°55'39" East, a distance of 3694.42 feet, thence South 09°56'18" East, a distance of 490.54 feet to a point on the South line of said Section 1 also being the North line of Section 12, Township 30 South, Range 24 East, said point being 201.80 feet West of the Northeast Corner of the Northwest Quarter (NW¼) of said Section 12, thence West along the North line of Section 12 to the Northwest Corner of Section 12, thence South along the West line of Section 12 to the Southwest Corner of Section 12, thence East along the South line of Section 12 to the Northwest Corner of Section 18, Township 30 South, Range 25 East, thence South along the West line of Section 18 for a distance of 30.00 feet, thence East 30.00 feet to the East right-of-way of the county road, thence South along the East right-of-way of the county road 366.00 feet, thence East parallel to the North line of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) 1303.00 feet, thence South along the West line of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) 924.00 feet to the South line of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), thence East along the South line 669.21 feet, thence North 402.17 feet, thence East running parallel to the North line of Section 18, a distance of 141.50 feet, thence North 893.53 feet to a point 30.00 feet South of the North line of Section 18, thence East and parallel with the North line of Section 18 for a distance of 1830.24 feet to the West line of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 18, thence South along the West line of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 18, Township 30, Range 25, a distance of 1289.32 feet, more or less, to the Southwest Corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section 18, thence East 108.80 feet, more or less, to the Easterly right-of-way line of the U.S. 69 Bypass, thence Southwesterly along the Easterly right-of-way line of the U.S. 69 Bypass to a point of intersection with the North line of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section 18, said point being 159.30 feet East of the Northwest Corner of said Quarter Quarter, thence Southwesterly along the

Easterly right-of-way of the U.S. 69 Bypass to a point on the West line of said Quarter 325.50 feet South of the Northwest Corner of said Quarter Quarter, thence continuing Southwesterly along the Easterly right-of-way of the U.S. 69 Bypass to a point 491.50 feet West of the Southeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) in Section 18, also being on the North line of Section 19, Township 30, Range 25, thence West along the North line of Section 19, to the Northwest Corner of Section 19, also being the Northeast Corner of Section 24, Township 30, Range 24, thence South 4504.00 feet, more or less, along the East line of Section 24 to the intersection of the South line of alley running East and West along Lots 13, 14 and 15, in Kansas and Texas Coal Company's Third Addition, thence West along said South line of alley 1052.00 feet, more or less, to the East right-of-way line of Main Street, thence South along the East right-of-way line of Main Street 918.00 feet to the North right-of-way line of Fourth Street, also being Kansas Highway No. 126, thence East parallel to the South line of said Section 24 for a distance of 535.00 feet, thence North 10.00 feet, thence Northeasterly to a point 81.90 feet North and 225.80 feet West of the Southeast Corner of Section 24, thence East 225.80 feet to the East line of Section 24, thence South along said East line of Section 24 for a distance of 81.90 feet to the Southeast Corner of Section 24, also being the Southwest Corner of Section 19, Township 30, Range 25, thence Southwesterly across Fourth Street to the Northwest Corner of Lot 1 of the Woodlawn Park Addition, thence South 15.00 feet, thence Southwesterly to a point on the West line of Lot 2, which is 82.00 feet North of the Southwest Corner of said Lot 2, thence South to the Northeast Corner of Lot 20, thence West along the North line of Lot 20, to the Northwest Corner of said Lot 20, thence South on the West line of Lot 20 of the said Woodlawn Park Addition, to the North line of Third Street, thence West along the North line of Third Street, extended to the West line of Woodlawn Street, thence South on the said West line of Woodlawn Street to the Northeast Corner of Lot 78, thence South along the East line of said Lot 78 to a point 10.00 feet South of the Southeast Corner of said Lot 78, being on the South line of the Woodlawn Park Addition, and on the Easterly right-of-way of U.S. 69 Bypass, thence Southeasterly along the Easterly right-of-way of U.S. 69 Bypass to the point of intersection with the West line of Section 30, Township 30, Range 25, thence continuing Southeasterly 3698.00 feet, more or less, along the Easterly right-of-way of U.S. 69 Bypass through Government Lots 2, 3, and 4 in Section 30, to a point 50.00 feet North of the Southeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 30, thence South 50.00 feet to the Southeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 30,

which point is the Northwest Corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 31, Township 30, Range 25, thence East along the North line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 31, for a distance of 17.50 feet, thence South 22°28'00" East, a distance of 865.17 feet to the Southeast Corner of Lot 8, Block 3, of the Westwood Place Addition, thence Southeasterly 600.00 feet, more or less, to a point on the South line, 492.40 feet East of the Southwest Corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 31, and the Easterly right-of-way of the U.S. 69 Bypass, thence 1398.30 feet, more or less, Southeasterly on a curve of 3699.83 feet radius along the Easterly right-of-way line of said Highway to the East line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 31, this point being 313.00 feet North of the Southeast Corner of said Quarter, thence 212.22 feet Southeasterly along said right-of-way to a point 148.25 feet East and 229.24 feet North of the Southwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 31, thence Southwesterly 20.00 feet to a point 134.20 feet East and 215.00 feet North of the Southwest Corner of said Quarter, thence Southeasterly 302.00 feet along said East right-of-way of U.S. 69 Bypass to a point 346.30 feet East of the Southwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 31, also the South line of said Quarter, thence East to a point 25.00 feet North of the West line of Lot 50, Block 3, of the College View Addition, thence South along the West line of Block 3 of said Addition to the right-of-way of U.S. 69 Bypass, thence Southeasterly along said right-of-way to the Southeast Corner of Lot 26 in Block 2 of said Addition, thence Southeasterly 380.00 feet to a point on the West line of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 31 and 497.30 feet North of the Southwest Corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 31, thence South on said line 127.20 feet to a point 370.10 feet North of the Southwest Corner of said Quarter Quarter, thence Southeasterly along U.S. 69 Bypass right-of-way 520.00 feet, more or less, to a point on the South line of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 31, 360.00 feet East of the Southwest Corner of the said Quarter Quarter and continuing Southeasterly along the East right-of-way line of said Highway, on a curve with a radius of 2142.41 feet, for a distance of 352.00 feet, more or less, to a point 730.00 feet West and 268.00 feet South of the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 31, thence Southeasterly 320.00 feet, more or less, on a curve with a radius of 1902.41 feet to a point 784.80 feet North and 595.00 feet West of the Southeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast

Quarter (SE $\frac{1}{4}$) of Section 31, thence continuing Southeasterly on said Highway right-of-way line 575.60 feet, more or less, on a curve with a radius of 2142.21 feet to a point 219.40 feet North, 421.00 feet West of the Southeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section 31, thence Southeasterly 196.70 feet to a point 45.00 feet North and 330.00 feet West of the Southeast Corner of Section 31, thence South 45.00 feet to the South line of Section 31, also being the North line of Section 6, Township 31, Range 25, thence East along said North line 14.84 feet to a point 341.40 feet West of the Northeast Corner of Section 6, Township 31, Range 25, thence South and parallel with the East line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 6, 163.00 feet, this point being 163.00 feet South and 341.40 feet West of the Northeast Corner of Section 6, and the East right-of-way line of U.S. 69 Bypass, thence Southwesterly 362.00 feet along the said East right-of-way line to a point 515.90 feet South and 421.80 feet West of said Northeast Corner of said Section 6, thence Southeasterly 634.70 feet to a point 54.10 feet West and 1026.10 feet South of the Northeast Corner of said Section 6, thence East 54.10 feet to the West line of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 5, Township 31, Range 25, thence South 258.40 feet to the Southwest Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 5, Township 31, Range 25, thence East along the South line of the North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 5, 2685.40.00 feet to the Southeast Corner of Random Acres, this point also being the Northwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 5, thence South along the West line of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 5, 924.25 feet to the Southwest Corner of Lot 2, Kelly Estates, a subdivision of Crawford County, Kansas, thence East along the South line of Lot 2, 336.24 feet to the Northwest Corner of Lot 3 of said Kelly Estates, thence South along the West line of said Lot 3, 391.54 feet to a point on the North line of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5, said point is 336.25 feet North 89°31'44" East of the center of Section 5, Township 31, Range 25 East, thence East along said North line to the Northwest Corner of the East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5, thence South along the West line of said East Half (E $\frac{1}{2}$) to the Southwest Corner of the East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5, thence East along the South line of the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5 to the Northwest Corner of Lot 21, Amber Meadows Addition to the City of Pittsburg, thence South along the West line of Amber Meadows Addition a distance of 659.75 feet, thence North 89°33'55" East 709.00 feet to the East line of the Southeast

Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), thence North along said East line 274.97 feet, thence South 89°37'47" East 515.20 feet, thence South 275.00 feet to the North line of the South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 4, Township 31, Range 25 East, thence South 89°37'47" East 866.18 feet, thence South 00°04'08" West 346.49 feet, thence South 89°38'55" East 626.40 feet, thence South 00°04'08" West 313.20 feet, thence South 89°38'55" East 314.19 feet, thence North 00°08'17" East 40.00 feet, thence South 89°38'55" East 400.00 feet to a point that is 40.00 feet North of the Southeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 4, thence North along the East line of said Southwest Quarter (SW $\frac{1}{4}$) a distance of 2596.98 feet to the Northeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 4, thence West to the Northwest Corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 4, thence North a distance of 1051.10 feet to a Point that is the Northeast Corner of Lot 13 of Cedar Crest Estates Subdivision, thence North 89°07'26" West 1033.68 feet, thence South 244.00 feet, thence North 89°07'26" West 271.00 feet to a point that is 40.00 feet East of the West line of Section 4, thence North and parallel to the West line of Section 4, 500.00 feet to the South line of the North Half (N $\frac{1}{2}$) of North Half (N $\frac{1}{2}$) of Section 4, thence continuing East on the South line of the North Half (N $\frac{1}{2}$) of the North Half (N $\frac{1}{2}$) of Section 4, Township 31, Range 25, to the Eastern right-of-way line of the Kansas City Southern Railroad Company, thence Southeasterly, more or less, along the Eastern right-of-way line of the Kansas City Southern Railroad Company 777.90 feet to the South Corner of Lot 11, Block 5, Summerfield Subdivision Phase II, thence North along the East line of said Summerfield Subdivision Phase II a distance of 1958.62 feet to a point on the North line of Section 4, Township 31, Range 25, said point being 662.00 feet East of the Northeast Corner of the Northwest Quarter (NW $\frac{1}{4}$), of said Section 4, thence continuing North 33.00 feet to the North right-of-way of Centennial Drive, thence West along the North right-of-way line of Centennial Drive 662.00 feet, more or less, to a point 33.00 feet North of the Southeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 33, Township 30 South, Range 25 East, thence North along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 33 a distance of 1298.00 feet, thence West 1224.00 feet, more or less, to the Eastern right-of-way line of the Kansas City Southern Railroad Company, thence Northwesterly along the Eastern right-of-way line of the Kansas City Southern Railroad Company 1756.69 feet, thence North parallel with the West line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 33 for a distance of 280.50 feet, more or less, to a point 600.00 feet East and 863.19 feet South of the Southwest Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter

(NW $\frac{1}{4}$), thence East and parallel to the half section line 1465.37 feet (more or less), thence South 368.58 feet, thence East and parallel to the half section line a distance of 426.63 feet to a point being 176.88 feet West and 80.98 feet North of the center of said Section, thence South 819.46 feet (more or less), thence East and parallel to the half section line 702.94 feet, thence North 753.68 feet to the half section line and on the centerline of creek, thence West and along half section line 500.05 feet to a $\frac{3}{4}$ inch iron pipe set at the center of said Section, thence North along the East line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section a distance of 882.51 feet (more or less), thence West and parallel to the half section line 300.00 feet, thence North and parallel to the East line of said $\frac{1}{4}$ section 435.60 feet to the South line of the North half of the NW $\frac{1}{4}$, thence East 300.00 feet to the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section, thence North along the East line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 33 to the point of intersection with the South right-of-way of Quincy Avenue 33.00 feet South of the Northeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), thence East parallel along the South right-of-way line of Quincy Avenue for a distance of 2126.43 feet, thence North 33.00 feet, more or less, to the point of intersection of the center line of Free King Highway with the North line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 33, also being the South line of the Southeast Quarter (SE $\frac{1}{4}$) of Section 28, Township 30 South, Range 25 East, thence on a bearing of North 01°07'58" East a distance of 308.32 feet, thence on a curve to the right, said curve having a radius of 625.00 feet and a central angle of 22°05'48" a distance of 241.04 feet, thence on a bearing North 23°13'46" East a distance of 665.84 feet, thence on a bearing of North 25°50'21" East a distance of 374.58 feet, thence on a curve to the left, said curve having a radius of 600.00 feet and a central angle of 27°32'21" a distance of 288.39 feet, thence on a bearing of North 01°42'00" West a distance of 680.24 feet, thence on a bearing of North 04°04'24" East a distance of 280.24 feet, thence on a bearing of North 01°46'03" East a distance of 292.14 feet, thence on a bearing of North 00°00'51" West a distance of 261.10 feet, thence on a bearing of North 00°08'53" East a distance of 732.85 feet, to the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 28, thence East along the South line of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 27, Township 30 South, Range 25 East for a distance of 25.00 feet, thence North and parallel to the West line of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 27 to a point 40.00 feet South of the North line of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 27, thence East parallel to the North

line of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 27 for a distance of 321.18 feet, thence North 40.00 feet to the North line of said Section 27, also being the South line of Section 22, Township 30 South, Range 25 East, thence West along the South line of said Section 22 for a distance of 100.00 feet, thence North 45.00 feet, more or less, to a point that is 45.00 feet North and 246.18 feet East of the Southwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 22, thence West and parallel to the South line of said Section 22 for a distance of 201.18 feet, to a point 45.00 feet East of the West line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 22, thence North and parallel with the West line of said Section 22 for a distance of 205.00 feet, thence West 45.00 feet to the West line of said Section 22, also being the East line of Section 21, Township 30 South, Range 25 East, thence North along the East line of Section 21, Township 30 South, Range 25 East, 5078.70 feet, more or less, to the Northeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 21, also being the Southeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section 16, Township 30 South, Range 25 East, thence continuing North along the East line of said Section 16 5292.30 feet, more or less, to the Northeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 16, also being the point of beginning.

Also, beginning at the midpoint of the East line of Section 28, Township 30 South, Range 25 East of the 6th Principal Meridian, thence South along said Section line 1040.00 feet, more or less, thence West 30.00 feet, more or less, to the county road, thence Southwesterly 300.00 feet along the centerline, thence Southeasterly 20.00 feet, to the property line which is the point of beginning; thence Southeasterly 50.00 feet, Southwesterly 50.00 feet, Northwesterly 50.00 feet, thence Northeasterly 50.00 feet along road right-of-way to point of beginning;

Also, beginning at the midpoint of the East line of Section 28, Township 30 South, Range 25 East of the 6th Principal Meridian, thence South along said Section line 1040.00 feet, more or less, thence West 30.00 feet, more or less, to the county road, thence Southwesterly 1100.00 feet along the centerline, thence Southeasterly 20.00 feet, more or less, to the property line which is the point of beginning, thence Southeasterly 50.00 feet, Southwesterly 50.00 feet, Northwesterly 50.00 feet, thence Northeasterly 50.00 feet along road right-of-way to point of beginning; all in the Southeast Quarter (SE $\frac{1}{4}$) of Section 28, Township 30, Range 25, all in Crawford County, Kansas.

Also, that part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 6, Township 31 South, Range 25 East of the 6th Principal Meridian, beginning at the Northwest Corner of said Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 6, thence South 1314.36 feet, more or less, to the Southwest Corner of the said Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), thence East 146.10 feet, thence Northeasterly 1327.30 feet to a point 330.50 feet East of the Northwest Corner of said Northeast Quarter (NE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section 6, thence West 330.50 feet to the point of beginning.

Also, the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 6, Township 31 South, Range 25 East; Except, beginning at the Southeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 6, Township 31 South, Range 25 East, thence West 65.00 feet along the South line of said Section to the true point of beginning; thence West 726.00 feet, thence North, at a right angle, 1070.00 feet, thence East, at a right angle, 726.00 feet, thence South, at a right angle, 1070.00 feet to the true point of beginning; And except, beginning at the Northwest Corner of Southeast Quarter (SE $\frac{1}{4}$) of Section 6, Township 31 South, Range 25 East, thence South 50.00 feet to the true point of beginning; thence East a distance of 446.41 feet to a point on the Southwesterly line of the San Francisco and St. Louis Railroad Spur right-of-way, thence Southeasterly 29.64 feet on a radius of 521.44 feet to the right along the Southwesterly right-of-way line of the San Francisco and St. Louis Railroad Spur right-of-way to a point 475.00 feet East and 56.92 feet South of the center of said Section 6; thence South 893.08 feet, thence West 475.00 feet to a point that is 950.00 feet South of the center point of Section 6 and is located on the North and South center line of Section 6, thence North 900.00 feet to the true point of beginning.

Also, the Southeast Quarter (SE $\frac{1}{4}$) of Section Eighteen (18), Township Thirty One (31) South, Range Twenty Five (25) East of the Sixth Principal Meridian, Except Beginning at the Southwest corner of said Quarter Section, thence North 48.4 feet, thence in an Easterly direction 1000.5 feet to a point 52.8 feet North of the South line of said Quarter Section, thence South 52.8 feet to the South line of said Quarter Section, thence West along said South line to the place of beginning; And except Beginning at the Southeast corner of said Quarter Section, thence North 300 feet, thence West 30 feet, thence in a Southwesterly direction to a point 58.7 feet North and 300 feet West of said Southeast corner, thence in a Westerly direction to a point 52.8 feet North and 1000.5 feet East of the Southwest corner of said Quarter Section, thence South 52.8 feet to the South line of said Quarter Section, thence East along said South line to the

place of beginning; And except Beginning at the Southeast corner of the Southeast Quarter (SE1/4); First course, thence West along the South line of said Quarter Section 300.00 feet; Second Course, thence North 58.7 feet; Third Course, thence Northeasterly 227.3 feet to a point 132.4 feet West and 211.1 feet North of said Southeast corner; Fourth Course, thence North 226.4 feet to a point 126.3 feet West of the East line of said Quarter Section; Fifth Course, thence Northerly on a curve of 3719.83 feet Radius to the left, 1568.93 feet to a point 447.3 feet West and 643.8 feet South of the Northeast corner of said Quarter Section; Sixth Course, thence Northwesterly to a point on the North line 738.8 feet West of said Northeast corner; Seventh Course, thence East along said North line 219.9 feet; Eighth Course, thence Southeasterly on an angle of 65 degrees 26 minutes to the Right 929.5 feet; Ninth Course, thence Northeasterly 144.9 feet more or less, to a point on said East line 795.8 feet South of said Northeast corner; Tenth Course, thence South along said East line to the place of beginning; And except Beginning at a point Five Hundred Eighty Eight and Eight Tenths (588.8) feet South of the Northeast corner of the Southeast Quarter (SE1/4) of Section Eighteen (18), and running thence West Two Hundred Fifty five (255) feet, more or less, to the East Right of Way line of the State Highway, thence Southeasterly along said Right of Way line, Two Hundred Eighty Five (285) feet, thence Northeasterly, along said Highway Right of Way line, One Hundred Forty Four and Nine Tenths (144.9) feet, more or less, to a point in the East line of said Section, Seven Hundred Ninety Five and Eight Tenths (795.8) feet South of the Northeast corner of the said Southeast Quarter of Section Eighteen (18), thence North Two Hundred Seven (207) feet to the point of beginning; And except that part thereof bounded and described as follows: Beginning at the Northeast corner of the Northeast Quarter (NE 1/4) of the said Southeast Quarter (SE 1/4), thence South 588.8 feet; thence West and parallel to the North line of said Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) 255.0 feet to the Easterly Right of Way line of U.S. 69 Highway By-Pass, as described, thence Northwesterly along the said Right of Way line 644.5 feet to the North line of said Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4), thence East 518.9 feet to the point of beginning; And except a Thirty (30) foot Wide Right of Way Existing on the East Boundary of the above-described property, the same being Thirty (30) feet from and running parallel to the full length of said East Boundary, in favor of the County of Crawford, State of Kansas, for Roadway purposes, said Roadway being commonly known as Langdon Lane.

EXCEPT, a tract of land described as beginning at a point 720.00 feet West of the Northeast Corner of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 5, Township 31 South, Range 25 East, thence West 32.00 feet, thence South parallel to the East line of said Quarter Quarter for a distance

of 533.00 feet, thence East 32.00 feet, thence North 533.00 feet, more or less, to the point of beginning.

AND EXCEPT, a tract of land described as beginning at the Northeast Corner of the Southeast Quarter (SE¼) of Section 5, Township 31 South, Range 25 East, thence North 89°49'21" West 586.16 feet, thence South 204.00 feet, thence South 89°49'21" East 587.44 feet, thence North 204.00 feet to Point of Beginning.

AND EXCEPT, beginning at the Northwest Corner of the Southwest Quarter (SW¼) of Section 4, Township 31 South, Range 25 East, thence South along the West line of said Section 4 a distance of 362.29 feet to the Point of Beginning, continuing South for a distance of 958.99 feet, thence South 89°36'39" East 1342.18 feet, thence North 958.99 feet, thence North 89°37'28" West 1343.34 feet to Point of Beginning.

ADOPTED and approved this 11th day of December 2018, by the Governing Body of the City of Pittsburg, Kansas.

MAYOR – Jeremy Johnson

ATTEST:

CITY CLERK – Tammy Nagel

(SEAL)

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Finance Director

DATE: December 5, 2018

SUBJECT: City of Pittsburg Utility Deposits, Turn On Fees and Non-Payment Fees

1. Staff is recommending the adoption of new ordinances that amend the amounts for customer water and sewer utility deposits. Current customer deposits on file will be grand-fathered in. These deposits are for customers who do not own the premises for which service is provided. Staff also recommends amending the fees charged for new water service connections. Customer utility deposits and service turn-on fees have not been raised since 1999. In summary the new ordinances will provide the following changes:
 - Water deposit to be \$50 inside the City limits and \$100 outside the City limits
 - Sewer deposit to be \$50 inside the City limits and \$100 outside the City limits
 - New water service turn on fee to be \$10 inside the City limits and \$20 outside the City limits.
2. The City is experiencing an increased amount of customers who do not pay their City utility bills repeatedly (month over month) which has become problematic for utility staff who are needed to complete disconnects and reconnects. The city is averaging 206 water disconnections per month for non-payment of customer utility bills. This requires the City to pull up to four additional employees off their normal work schedules to disconnect and reconnect water service on shut-off days. Staff is recommending that the city adopt a stepped reconnect fee in order to discourage repeat disconnects and to cover additional employee costs for disconnecting and reconnecting City utility service.
3. Upon review of the ordinances affecting these changes, staff is also recommending that City Code Sections 82-116 and 82-117 be repealed as they are redundant.

cc: Tammy Nagel, City Clerk

(Summary published in The Morning Sun on December 14th, 2018)

ORDINANCE NO. G-1291

AN ORDINANCE amending Section 82-51 of the Pittsburg City Code to provide deposit amounts for applicants for water service.

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

Section 1. Section 82-52 of the Pittsburg City Code is amended to read as follows:

Sec. 82-51. Applications and deposits for water service.

If the applicant for water service is the owner of the premises to which the service is to be supplied, no security deposit is required. If the applicant is not the owner or property manager of the premises to which service is to be supplied, the applicant shall make an initial deposit to be known as the "customer's deposit" in the minimum sum of \$50.00 for normal domestic consumption where the premises are inside the corporate limits of the City; and \$100.00 for normal domestic consumption where the premises are outside the corporate limits of the City; and in such additional amount as may be fixed by the Department of Finance if it can be reasonably anticipated that the average monthly quantity of water to be consumed will be in excess of that normally used by the average domestic consumer, which deposit shall be in addition to the deposit for service. If the applicant is a property manager for the owner of the premises and files a copy of a written management contract covering the premises with the City Clerk, the applicant shall make a security deposit in the sum of \$300.00 for short term water service between tenant occupancies for all properties managed by the property manager.

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

PASSED AND APPROVED this 11th day of December, 2018.

Mayor-Jeremy Johnson

ATTEST:

Tammy Nagel - City Clerk

(Summary published in The Morning Sun on December 14th, 2018)

ORDINANCE NO. G-1292

AN ORDINANCE amending Section 82-118 of the Pittsburg City Code to provide reconnection charges for restoration of water service.

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

Section 1. Section 82-118 of the Pittsburg City Code is amended to read as follows:

Sec. 82-118. Payment of past bills; charges and reconnection charges.

No water shall be turned on nor service restored to a consumer, or anyone acting pursuant to a consumer's direction, or on a customer's behalf, other than during regular business hours from 8:00 a.m. to 5:00 p.m., excluding weekends and holidays. No water service shall be restored until the entire balance of the bill, charges, and fees for water and sewage system services due the City from that consumer at time of disconnect has been paid in full, together with the water reconnection charge of \$25.00 for the first instance, \$50.00 for the second instance, \$75.00 for the third instance and \$100.00 for the fourth and each subsequent instance until the customer has not had water service interrupted for a 12 month consecutive period. After a twelve month period of non-interruption, the reconnect fee will reset to \$25.00 and follow the same fee structure as outlined above.

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

PASSED AND APPROVED this ____ day of _____, 2018.

Mayor-Jeremy Johnson

ATTEST:

Tammy Nagel - City Clerk

(Summary published in The Morning Sun on December 14th, 2018)

ORDINANCE NO. G-1293

AN ORDINANCE amending Section 82-286 of the Pittsburg City Code to provide turn-on fees for new water service.

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

Section 1. Section 82-286 of the Pittsburg City Code is amended to read as follows:

Sec. 82-286. Advance payment of turn-on fee.

When the supply of water is turned on to any new consumer, there shall be a service charge added to the first water bill, which fee will become due and payable on or before the due date of the water bill. The turn-on fee of \$10.00 applies if the premises to be supplied are inside the corporate limits of the City; and there shall be a turn-on fee of \$20.00 if the premises to be supplied are outside the corporate limits of the City. The Department of Finance shall make no charge for transferring of an account from one person to another unless a service call is required to be made.

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

PASSED AND APPROVED this ____ day of _____, 2018.

Mayor-Jeremy Johnson

ATTEST:

Tammy Nagel - City Clerk

(Summary published in The Morning Sun on December 14th, 2018)

ORDINANCE NO. G-1294

AN ORDINANCE amending Section 82-52 of the Pittsburg City Code to provide deposit amounts for applicants for sewer service.

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

Section 1. Section 82-52 of the Pittsburg City Code is amended to read as follows:

Sec. 82-52. New sewer connection; deposit required.

Applications for new sewer system service to premises never before connected shall be made to the Department of Public Utilities, accompanied by a sewer connection report by the Building Inspector. The cost of all connections with the sewer system of the City shall be borne by the consumer. Every application for sewer system service, if not by the owner of the premises served, shall deposit with the application, a sum equal to \$50.00 for normal domestic service where the premises are inside the corporate limits of the City; and \$100.00 for normal domestic consumption where the premises are outside the corporate limits of the City. Such deposit shall be in addition to the deposit required for water service and shall be delivered to the City's Department of Finance and Administration.

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

PASSED AND APPROVED this _____ day of _____, 2018.

Mayor-Jeremy Johnson

ATTEST:

Tammy Nagel - City Clerk

(Published in The Morning Sun on December 14th, 2018)

ORDINANCE NO. G-1295

AN ORDINANCE repealing Sections 82-116 and 82-117 of the Pittsburg City Code regarding reconnect fees and turn-on fees for new and terminated water service since these provisions are also addressed in Sections 82-118 and 82-286.

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

Section 1. Section 82-116 is hereby repealed.

Section 2. Section 82-117 is hereby repealed:

Section 3. This Ordinance shall take effect and be in force from and after its passage and publication in the official City paper.

APPROVED this 11th day of December, 2018.

Jeremy Johnson-Mayor

ATTEST:

Tammy Nagel-City Clerk

(Published in The Morning Sun on December 14th, 2018)

ORDINANCE NO. S-1057

AN ORDINANCE, levying and assessing special assessments to pay the cost of paving and constructing the Silverback Way Street and Boulevard in the City of Pittsburg, Kansas, with the appropriate appurtenances as further set forth herein.

WHEREAS, pursuant to Resolution No. 1213, the City of Pittsburg, Kansas (the “City”) has authorized the creation of an improvement district and construction of certain improvements to serve portions of the City under the authority of K.S.A. 12-6a01, et seq.; and

WHEREAS, the improvements are described as follows: paving and constructing a 20 feet wide roadway, with a boulevard separating the lanes of traffic, from the north curb line of Centennial Drive, approximately 1,950 feet north, including paving and pavement marking, together with storm sewers and drainage improvements, box culvert, signage, curb and gutter, ADA wheelchair ramps, intersection improvements, 5 feet wide sidewalks, 10 feet wide concrete trail, lighting, utility conduit, 8 inch water main, hydrants and appurtenances, easement and right of way acquisition, surveying, design and construction engineering (the “Improvements”), and all costs incidental thereto; and

WHEREAS, prior to commencement of the construction of the Improvements, the City has determined the total estimated cost of making the Improvements is One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00); and

WHEREAS, Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) of the total estimated cost of making the Improvements is chargeable as special assessments against those lots, pieces, parcels and tracts of land specially benefited thereby and described as follows: Lots 1, 2 and 5 in Pittsburg Research and Development Park Phase II Addition to the City of Pittsburg, Kansas (the “Improvement District”); and

WHEREAS, the assessment roll for the costs chargeable as special assessments has been prepared and filed with the City Clerk in accordance with KSA 12-6a09(c), as amended; and

WHEREAS, the owner of all property to be assessed have by the signed project petition waived notice and hearing on the maximum amount of the assessments against the parcels of land in the Improvement District, and waived the right to bring an action pursuant to K.S.A. 12-6a11, and amendments thereto, to set aside the assessments or otherwise question the validity of such proceedings; and

WHEREAS, the owner further waived by the signed project petition any right to prepay such assessments within thirty (30) days from the publication of this ordinance fixing and levying said assessments; and

WHEREAS, Section 3 of Resolution No. 1213 of the City which resolution authorized the improvements acknowledged waiver by the owner of 100% of the property in the improvement district of notice and hearing regarding the assessments, their right to bring legal action pursuant to KSA 12-6a11, as amended, and the right to prepay assessments as levied.

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

Section 1: That for the purpose of paying for a part of the cost of making the Improvements enumerated herein, there is hereby equally apportioned, levied, and assessed against Lots 1, 2 and 5 in Pittsburg Research and Development Park Phase II Addition to the City of Pittsburg, Kansas, owned by Pittsburg State University, without regard to the improvements thereon, an assessment in the aggregate sum of \$250,000.00. Provided however, if the final cost of the completed Improvements is less than the total estimated cost of the

Improvements, the City shall adjust the assessments to reflect the cost the of the completed Improvements.

Section 2: The City Clerk, upon publication of this Ordinance shall mail a written notice to the owner of the specific property subject to such assessment, describing the property and setting forth the amount levied thereon. Such notice shall further notify the owner that, to provide for the payment of the cost of the Improvements therein referred to, the City of Pittsburg shall, issue general obligation bonds maturing in ten (10) annual installments.

Section 3: That the respective amounts apportioned, levied and assessed as aforesaid, shall be due and payable in ten (10) equal annual installments. There is hereby further levied and assessed against each parcel of land liable for such special assessment as herein provided, interest at the rate provided in such bonds, which interest shall be collected at the same time and in the same manner as the installments of principal.

Section 4: After the taking effect of this Ordinance and at the same time as other taxes are certified, the City Clerk shall certify in one certificate to the County Clerk of Crawford interest on all unpaid balances for each year at the rate provided in the bonds. All such amount certified shall be subject to like penalties and collected in the same manner as other taxes.

Section 5: This Ordinance shall be in force and take effect from and after its passage and publication in the official City newspaper.

PASSED this 11th day of December, 2018.

Jeremy Johnson – Mayor

ATTEST:

City Clerk – Tammy Nagel

(SEAL)

To: Daron Hall, City Manager
From: Tiffany Jarman, Human Resources Director
Date: December 6, 2018
Re: Ordinance No. S-1058 (Salary Ordinance)

In the past year, the City has modified multiple jobs to align position titles with current job duties and responsibilities, which created the need for new or revised job titles or job codes. The new or modified titles were not in the previous Salary Ordinance and need to be added. The new ordinance increases all classifications by 5 percent to allow employees to receive planned merit and cost of living increases without exceeding the maximum salary rates. The new position titles and classifications, were assigned to the grade that most closely matched other roles previously approved in the Ordinance. The proposed draft captures the new titles and responsibilities.

Attached is the S-1058 Salary Ordinance with proposed changes highlighted with a summary of changes outlined below.

Please review the S-1058 Salary Ordinance changes for passage and publication with an effective date of pay period beginning January 6, 2019.

All Grades:

Increased all Maximum Salaries by 5% to allow all employees to receive planned merit and cost of living increases without exceeding maximum salaries. Maximum have not been adjusted across the board in more than five years and multiple employees are near their maximum salary rates.

Section 5

Grade 18E –Increased Minimum and Maximum Annual Salary to match 2018 Salary, Benefits, & Personnel Practices Survey published by Kansas League of Municipalities in early 2018 - City Managers in cities with a population of 15,000 or more. Adjusted maximum range by 5 percent to account for lag in information and to align with adjusted new maximums for all other levels.

Grade 17E – Change 730 Assistant City Manager to Deputy City Manager.

Grade 16E – Added Engineering to 706 Director of Public Works. Delete 700 City Engineer title.

Grade 14E – Change Title from 652 Assistant Director of Community Development/City Inspections Official to City Inspections Official.

Grade 13E – Add new 619 Financial Analyst.

Grade 12E – Remove Community Development from 604 Housing Program Manager.

Grade 11E – Add 508 Human Resources Representative to exempt level.

Grade 10E – Add 451 Communications Supervisor and 455 Technical Facilities Manager to exempt level.

Grade 9 – Remove Memorial Auditorium from 427 Office Manager. Remove 363 HR Generalist. Remove Forester from 403 Park Maintenance/Vegetation Coordinator. Add 423 Communication Technician III. Add 428 Assistant Communications Supervisor.

Grade 8 – Add 331 Mechanic II. A new future level of Heavy Equipment Operator II.

Grade 7 – Add new future level of Airport Attendant II.

Grade 5 – Remove 235 Housing Coordinator. Change 238 Umpire to Sports Official.

Grade 3 – Remove 149 Parking Enforcement Officer.

Grade F2 – Add Firefighter II.

Grade P4 – Add Criminal Investigator II.

(Published in the Morning Sun on December 19, 2018)

ORDINANCE NO. S-1058

AN ORDINANCE AMENDING ORDINANCE NO. S-1051 FIXING THE SALARY AND COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE CITY OF PITTSBURG, KANSAS.

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

Section 1. Salary and Compensation of Officers and Employees. Officers and employees of the City of Pittsburg, Kansas, shall receive salary and hourly wages, payable in bi-weekly installments, not to exceed the amount set opposite the respective classification of the officer or employee.

Section 2. City Commission. City Commissioners shall receive wages, payable in bi-weekly installments, not to exceed the amount set opposite the below classification. Additionally, each Commissioner shall be entitled to receive and be reimbursed for any reasonable expenses incurred as the result of trips outside of the City on any City business or expenses incurred by such Commissioners in the performance of any official act for or on behalf of the City.

Section 3. City Manager's Authority. The City Manager is hereby empowered to employ qualified persons to fill any department head position at an annual salary at no more than the maximum amount allowed herein, and to employ qualified persons to fill any position other than department head on an annual salary or hourly wage at no more than the maximum amount allowed herein. Employees' salaries and wages may be increased by the City Manager at reasonable intervals until the maximum amount is reached and as may be allowed and paid from time to time. The City Manager is further empowered to allow salary incentive payments in addition to the base salary amounts contained herein, as authorized by the City Commission, for such items as Fire Department First Responder and EMT certificates, Public Works licenses and operator certificates, and Police education and special assignment duties, provided that such incentive payments do not increase employee pay more than 5% above the maximum amounts shown herein.

Section 4. Legal Officers. The following legal officers shall receive annual salary as herein enumerated:

| <u>CLASSIFICATION</u> | <u>ANNUAL SALARY</u> |
|--|-----------------------------|
| City Attorney | \$58,563 |
| Legal Advisor / Municipal Court Prosecutor | \$46,820 |
| Municipal Court Judge | \$32,011 |
| City Commissioner | \$3,000 |

Section 5. Department Heads and Exempt Employees. Amounts listed below are for exempt department heads and employees who are paid on a salary rate basis. Exempt employees are not eligible for overtime compensation.

| GRADE | JOB CODE | CLASSIFICATION | MINIMUM ANNUAL SALARY | MAXIMUM ANNUAL SALARY |
|-------|----------|--|-----------------------|-----------------------|
| 18E | 900 | City Manager | \$108,971 | \$178,217 |
| 17E | 730 | Assistant Deputy City Manager | \$62,095 | \$107,597 |
| 16E | 700 | City Engineer | \$56,450 | \$98,241 |
| | 701 | Director of Economic Development | | |
| | 702 | Director of Finance & Budget | | |
| | 703 | Director of Human Resources | | |
| | 709 | Director of Innovation | | |
| | 704 | Director of Parks & Recreation | | |
| | 710 | Director of Community Development and Housing | | |
| | 705 | Director of Public Utilities | | |
| | 706 | Director of Engineering/Public Works | | |
| | 707 | Fire Chief | \$48,391 | \$84,186 |
| | 708 | Police Chief | | |
| 14E | 651 | Assistant Director of Finance & Budget | | |
| | 650 | Assistant Director of Public Utilities | | |
| | 652 | Assistant Director of Public Works/City Inspections Official | | |
| | 653 | Deputy Chief of Police | | |
| | 654 | Information Technology Manager | | |
| | 655 | Grants Administrator | \$44,381 | \$76,076 |
| 13E | 600 | Admin Support Services Coordinator | | |
| | 601 | Battalion Fire Chief | | |
| | 603 | City Clerk | | |
| | 605 | Golf Course Superintendent | | |
| | 606 | Network Administrator II | | |
| | 607 | Operations Superintendent | | |
| | 608 | Park Maintenance Superintendent | | |
| | 609 | Police Lieutenant | | |
| | 610 | Recreation Superintendent | | |
| | 611 | Street Superintendent | | |
| | 612 | Water Distribution Superintendent | | |
| | 613 | WTP Superintendent | | |
| | 615 | Waste Water Collection Superintendent | | |
| | 614 | WWTP Superintendent | | |
| | 619 | Financial Analyst | | |

Section 5. Department Heads and Exempt Employees. Amounts listed below are for exempt department heads and employees who are paid on a salary rate basis. Exempt employees are not eligible for overtime compensation.

| GRADE | JOB CODE | CLASSIFICATION | MINIMUM ANNUAL SALARY | MAXIMUM ANNUAL SALARY |
|--------------|-----------------|---|------------------------------|------------------------------|
| 12E | 502 | Accounting Manager | \$40,687 | \$68,501 |
| | 550 | Airport Manager | | |
| | 604 | Community Development & Housing Program Manager | | |
| | 559 | Compliance Manager | | |
| | 558 | Customer Service Manager | | |
| | 557 | Downtown District Coordinator | | |
| | 551 | Fire Marshal/Safety Coordinator | | |
| | 507 | Human Resources Manager | | |
| | 552 | Memorial Auditorium Manager | | |
| | 553 | Network Administrator I | | |
| | 554 | Office Manager | | |
| | 555 | Public Information Manager | | |
| 11E | 505 | City Planner | \$38,071 | \$61,818 |
| | 506 | Public Works Foreman | | |
| | 500 | Stormwater Collection Foreman | | |
| | 501 | Utilities Foreman | | |
| | 508 | Human Resources Representative | | |
| 10E | 430 | Technical Director | \$34,900 | \$56,695 |
| | 311 | Water Specialist | | |
| | 451 | Communications Supervisor | | |
| | 455 | Technical Facilities Manager | | |
| 9E | 272 | Assistant City Planner | \$32,002 | \$52,127 |
| | 413 | Assistant Golf Course Superintendent | | |
| | 414 | Clubhouse Manager | | |
| | 604 | Community Development Specialist | | |
| | 415 | Parks and Recreation Operations & Program Manager | | |

Section 6. Non-Exempt Employees. Amounts listed below are for non-exempt employees who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle.

| GRADE | JOB CODE | CLASSIFICATION | MINIMUM HOURLY RATE | MAXIMUM HOURLY RATE |
|-------|----------|--|---------------------|---------------------|
| 10 | 450 | Administrative Assistant to the City Manager | \$17.12 | \$27.80 |
| | 451 | Communications Supervisor | | |
| | 452 | Engineering Supervisor | | |
| | 453 | Facility Maintenance Supervisor | | |
| | 343 | GIS Specialist | | |
| | 461 | Housing Supervisor | | |
| | 460 | Mechanic Supervisor | | |
| | 307 | Municipal Court Administrator | | |
| | 454 | Public Works Supervisor | | |
| | 388 | Records Administrator/Public Information Coordinator | | |
| | 360 | Staff Accountant II | | |
| | 455 | Traffic & Communication Supervisor | | |
| | 456 | Water Distribution Supervisor | | |
| | 457 | WTP Maintenance Technician | | |
| | 458 | WW Collect System Supervisor | | |
| | 459 | WWTP Maintenance Technician | | |
| | 462 | Payroll Manager | | |

| GRADE | JOB CODE | CLASSIFICATION | MINIMUM HOURLY RATE | MAXIMUM HOURLY RATE |
|-------|----------|---|---------------------|---------------------|
| 9 | 362 | Administrative Support Assistant I | \$15.39 | \$25.06 |
| | 426 | Benefits Manager | | |
| | 427 | Memorial Auditorium Office Manager | | |
| | 350 | Building Inspector | | |
| | 363 | Human Resources Generalist (Replaced with HR Rep) | | |
| | 401 | Engineering Technician | | |
| | 418 | Family Response Advocate | | |
| | 402 | Field Supervisor | | |
| | 403 | Park Forester Maintenance/Vegetation Coordinator | | |
| | 404 | Project Coordinator | | |
| | 357 | Purchasing/Payroll Agent | | |
| | 405 | Utility Compliance Coordinator | | |
| | 406 | WWTP Quality Controller | | |
| | 423 | Communications Technician III (New Level) | | |
| | 428 | Assistant Communications Supervisor (New Level) | | |
| 8 | 351 | Codes Enforcement Inspector | \$14.11 | \$22.91 |
| | 319 | Housing Rehab Inspector | | |
| | 330 | Housing Specialist II | | |
| | 331 | Mechanic II | | |
| | 353 | Animal Control Officer | | |
| | 356 | Information Technology Specialist | | |
| | 354 | Staff Accountant I | | |
| | 355 | WTP Operator II | | |
| | 330 | WWTP Operator II | | |
| | TBD | Heavy Equipment Operator II (Future Level) | | |

| GRADE | JOB CODE | CLASSIFICATION | MINIMUM HOURLY RATE | MAXIMUM HOURLY RATE |
|-------|---|---|---------------------|---------------------|
| 7 | 301 302 303 320 304 305 318 306 308 309 310 311 312 313 314 361 TBD | Administrative Assistant Cemetery Caretaker Communications Technician I Evidence Technician Heavy Equipment Operator I Housing Assistant Housing Specialist I Mechanic I Stormwater Collection Operator II Street Sweeper Operator Utility Location Specialist Water Specialist WTP Operator I WW Collection System Operator WWTP Operator I Customer Service Specialist II Airport Attendant II (Future Level) | \$12.93 | \$20.99 |
| 6 | 146 260 271 261 262 263 264 265 266 267 269 268 272 | Assistant Technical Director (Full-Time) Airport Attendant I Customer Service Specialist I Facility Maintenance Technician Light Equipment Operator Municipal Court Clerk Police Records Clerk Prosecution Clerk Stormwater Collection Operator I Traffic & Communications Technician Water Service Representative Animal Control Technician Assistant City Planner (Part Time) | \$11.85 | \$19.26 |
| 5 | 231 232 233 234 235 236 238 240 | Aquatic Center Maintenance Manager Aquatic Center Manager Assistant Clubhouse Manager Building Maintenance Worker Housing Coordinator Maintenance Worker III Umpire Sports Official (Change Title) Farmers Market Manager | \$10.87 | \$17.66 |

| GRADE | JOB CODE | CLASSIFICATION | MINIMUM HOURLY RATE | MAXIMUM HOURLY RATE |
|-------|---|---|---------------------|---------------------|
| 4 | 201 204 205 | Custodian Laborer I Park Maintenance Worker | \$9.97 | \$16.19 |
| 3 | 103 145 146 166 147 148 149 150 202 | Intern (College Student) Aquatic Center Assistant Manager Assistant Technical Director (Part-Time) Facility & Event Coordinator Instructor Maintenance Worker II Parking Enforcement Officer Recreation Program Leader Customer Service Representative (Part-Time) | \$8.12 | \$12.25 |
| 2 | 125 126 127 128 | Lead Event Worker Maintenance Worker I Park Custodian Scorekeeper | \$7.40 | \$10.43 |
| 1 | 100 101 102 104 105 106 107 108 | Cashier/Concession Worker Clubhouse Worker Event Worker Laborer Lifeguard Maintenance Worker Receptionist Recreation Program Worker | \$7.25 | \$8.35 |

Section 7. Hourly Wages for Full Time Firefighters: Amounts listed below are for non-exempt firefighters who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 106 hours in a 14-day work cycle, based upon 2,912 hours worked in a year.

| | | | | |
|----|-----|----------------------|---------|---------|
| F4 | 315 | Fire Captain | \$12.68 | \$22.07 |
| F3 | 237 | Fire Lieutenant | \$10.74 | \$18.68 |
| F2 | 158 | Firefighter II | \$ 9.54 | \$16.60 |
| F2 | 160 | Fire Driver/Operator | \$ 9.54 | \$16.60 |
| F1 | 157 | Firefighter I | \$ 7.71 | \$13.40 |

Section 8. Hourly Wages for Full Time Police Officers. Amounts listed below are for non-exempt police officers who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle.

| | | | | |
|----|---------------------------------|--|---------|---------|
| P4 | 504 TBD | Police Sergeant Criminal Investigator II | \$18.31 | \$31.83 |
| P3 | 419 420 422 421 423 | Crime Analyst Criminal Investigator Evidence Control Specialist Narcotics Investigator Police Corporal | \$17.00 | \$29.45 |
| P2 | 317 | Police Officer II | \$16.36 | \$28.51 |
| P1 | 316 | Police Officer I | \$14.22 | \$24.79 |

Section 9. Additional Employees. The City Manager may, when necessary, employ additional personnel who shall receive for their services an amount based on the rate being paid for similar work as herein provided, the rate of pay for such work to be determined by the City Manager.

Section 10. Repealed. That Ordinance No. S-1051 of the City of Pittsburg, Kansas, and all other ordinances, or parts of Ordinances, in conflict herewith be, and the same are, hereby repealed.

Section 11. Effective Date. This Ordinance shall take effect after its passage and publication in the official City paper with any changes being reflected on the first full pay period in 2018.

Passed this 11th day of December, 2018.

Jeremy Johnson, Mayor

ATTEST:

Tammy Nagel, City Clerk

(Published in the Morning Sun on December 19, 2018)

ORDINANCE NO. S-1058

AN ORDINANCE AMENDING ORDINANCE NO. S-1051 FIXING THE SALARY AND COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE CITY OF PITTSBURG, KANSAS.

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

Section 1. Salary and Compensation of Officers and Employees. Officers and employees of the City of Pittsburg, Kansas, shall receive salary and hourly wages, payable in bi-weekly installments, not to exceed the amount set opposite the respective classification of the officer or employee.

Section 2. City Commission. City Commissioners shall receive wages, payable in bi-weekly installments, not to exceed the amount set opposite the below classification. Additionally, each Commissioner shall be entitled to receive and be reimbursed for any reasonable expenses incurred as the result of trips outside of the City on any City business or expenses incurred by such Commissioners in the performance of any official act for or on behalf of the City.

Section 3. City Manager's Authority. The City Manager is hereby empowered to employ qualified persons to fill any department head position at an annual salary at no more than the maximum amount allowed herein, and to employ qualified persons to fill any position other than department head on an annual salary or hourly wage at no more than the maximum amount allowed herein. Employees' salaries and wages may be increased by the City Manager at reasonable intervals until the maximum amount is reached and as may be allowed and paid from time to time. The City Manager is further empowered to allow salary incentive payments in addition to the base salary amounts contained herein, as authorized by the City Commission, for such items as Fire Department First Responder and EMT certificates, Public Works licenses and operator certificates, and Police education and special assignment duties, provided that such incentive payments do not increase employee pay more than 5% above the maximum amounts shown herein.

Section 4. Legal Officers. The following legal officers shall receive annual salary as herein enumerated:

| <u>CLASSIFICATION</u> | <u>ANNUAL SALARY</u> |
|--|-----------------------------|
| City Attorney | \$58,563 |
| Legal Advisor / Municipal Court Prosecutor | \$46,820 |
| Municipal Court Judge | \$32,011 |
| City Commissioner | \$3,000 |

Section 5. Department Heads and Exempt Employees. Amounts listed below are for exempt department heads and employees who are paid on a salary rate basis. Exempt employees are not eligible for overtime compensation.

| GRADE | JOB CODE | CLASSIFICATION | MINIMUM ANNUAL SALARY | MAXIMUM ANNUAL SALARY |
|--------------|---|---|------------------------------|------------------------------|
| 18E | 900 | City Manager | \$108,971 | \$178,217 |
| 17E | 730 | Deputy City Manager | \$62,095 | \$107,597 |
| 16E | 701 702 703 709 704 710 705 706 707 708 | Director of Economic Development Director of Finance & Budget Director of Human Resources Director of Innovation Director of Parks & Recreation Director of Community Development and Housing Director of Public Utilities Director of Engineering/Public Works Fire Chief Police Chief | \$56,450 | \$98,241 |
| 14E | 651 650 652 653 654 655 | Assistant Director of Finance & Budget Assistant Director of Public Utilities City Inspections Official Deputy Chief of Police Information Technology Manager Grants Administrator | \$48,391 | \$84,186 |
| 13E | 600 601 603 605 606 607 608 609 610 611 612 613 615 614 619 | Admin Support Services Coordinator Battalion Fire Chief City Clerk Golf Course Superintendent Network Administrator II Operations Superintendent Park Maintenance Superintendent Police Lieutenant Recreation Superintendent Street Superintendent Water Distribution Superintendent WTP Superintendent Waste Water Collection Superintendent WWTP Superintendent Financial Analyst | \$44,381 | \$76,076 |

Section 5. Department Heads and Exempt Employees. Amounts listed below are for exempt department heads and employees who are paid on a salary rate basis. Exempt employees are not eligible for overtime compensation.

| GRADE | JOB CODE | CLASSIFICATION | MINIMUM ANNUAL SALARY | MAXIMUM ANNUAL SALARY |
|--------------|--|---|------------------------------|------------------------------|
| 12E | 502 550 604 559 558 557 551 507 552 553 554 555 | Accounting Manager Airport Manager Housing Program Manager Compliance Manager Customer Service Manager Downtown District Coordinator Fire Marshal/Safety Coordinator Human Resources Manager Memorial Auditorium Manager Network Administrator I Office Manager Public Information Manager | \$40,687 | \$68,501 |
| 11E | 505 506 500 501 508 | City Planner Public Works Foreman Stormwater Collection Foreman Utilities Foreman Human Resources Representative | \$38,071 | \$61,818 |
| 10E | 430 311 451 455 | Technical Director Water Specialist Communications Supervisor Technical Facilities Manager | \$34,900 | \$56,695 |
| 9E | 272 413 414 604 415 | Assistant City Planner Assistant Golf Course Superintendent Clubhouse Manager Community Development Specialist Parks and Recreation Operations & Program Manager | \$32,002 | \$52,127 |

Section 6. Non-Exempt Employees. Amounts listed below are for non-exempt employees who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle.

| GRADE | JOB CODE | CLASSIFICATION | MINIMUM HOURLY RATE | MAXIMUM HOURLY RATE |
|--------------|-----------------|--|----------------------------|----------------------------|
| 10 | 450 | Administrative Assistant to the City Manager | \$17.12 | \$27.80 |
| | 451 | Communications Supervisor | | |
| | 452 | Engineering Supervisor | | |
| | 453 | Facility Maintenance Supervisor | | |
| | 343 | GIS Specialist | | |
| | 461 | Housing Supervisor | | |
| | 460 | Mechanic Supervisor | | |
| | 307 | Municipal Court Administrator | | |
| | 454 | Public Works Supervisor | | |
| | 388 | Records Administrator/Public Information Coordinator | | |
| | 360 | Staff Accountant II | | |
| | 455 | Traffic & Communication Supervisor | | |
| | 456 | Water Distribution Supervisor | | |
| | 457 | WTP Maintenance Technician | | |
| | 458 | WW Collect System Supervisor | | |
| | 459 | WWTP Maintenance Technician | | |
| | 462 | Payroll Manager | | |
| 9 | 362 | Administrative Support Assistant I | \$15.39 | \$25.06 |
| | 426 | Benefits Manager | | |
| | 427 | Office Manager | | |
| | 350 | Building Inspector | | |
| | 401 | Engineering Technician | | |
| | 418 | Family Response Advocate | | |
| | 402 | Field Supervisor | | |
| | 403 | Park Maintenance/Vegetation Coordinator | | |
| | 404 | Project Coordinator | | |
| | 357 | Purchasing/Payroll Agent | | |
| | 405 | Utility Compliance Coordinator | | |
| | 406 | WWTP Quality Controller | | |
| | 423 | Communications Technician III | | |
| | 428 | Assistant Communications Supervisor | | |

| GRADE | JOB CODE | CLASSIFICATION | MINIMUM HOURLY RATE | MAXIMUM HOURLY RATE |
|--------------|---|--|----------------------------|----------------------------|
| 8 | 351 319 330 331 353 356 354 355 330 TBD | Codes Enforcement Inspector Housing Rehab Inspector Housing Specialist II Mechanic II Animal Control Officer Information Technology Specialist Staff Accountant I WTP Operator II WWTP Operator II Heavy Equipment Operator II | \$14.11 | \$22.91 |
| 7 | 301 302 303 320 304 305 318 306 308 309 310 311 312 313 314 361 TBD | Administrative Assistant Cemetery Caretaker Communications Technician I Evidence Technician Heavy Equipment Operator I Housing Assistant Housing Specialist I Mechanic I Stormwater Collection Operator II Street Sweeper Operator Utility Location Specialist Water Specialist WTP Operator I WW Collection System Operator WWTP Operator I Customer Service Specialist II Airport Attendant II | \$12.93 | \$20.99 |

| GRADE | JOB CODE | CLASSIFICATION | MINIMUM HOURLY RATE | MAXIMUM HOURLY RATE |
|--------------|-----------------|---|----------------------------|----------------------------|
| 6 | 146 | Assistant Technical Director (Full-Time) | \$11.85 | \$19.26 |
| | 260 | Airport Attendant I | | |
| | 271 | Customer Service Specialist I | | |
| | 261 | Facility Maintenance Technician | | |
| | 262 | Light Equipment Operator | | |
| | 263 | Municipal Court Clerk | | |
| | 264 | Police Records Clerk | | |
| | 265 | Prosecution Clerk | | |
| | 266 | Stormwater Collection Operator I | | |
| | 267 | Traffic & Communications Technician | | |
| | 269 | Water Service Representative | | |
| | 268 | Animal Control Technician | | |
| | 272 | Assistant City Planner (Part Time) | | |
| 5 | 231 | Aquatic Center Maintenance Manager | \$10.87 | \$17.66 |
| | 232 | Aquatic Center Manager | | |
| | 233 | Assistant Clubhouse Manager | | |
| | 234 | Building Maintenance Worker | | |
| | 236 | Maintenance Worker III | | |
| | 238 | Sports Official | | |
| | 240 | Farmers Market Manager | | |
| 4 | 201 | Custodian | \$9.97 | \$16.19 |
| | 204 | Laborer I | | |
| | 205 | Park Maintenance Worker | | |
| 3 | 103 | Intern (College Student) | \$8.12 | \$12.25 |
| | 145 | Aquatic Center Assistant Manager | | |
| | 146 | Assistant Technical Director (Part-Time) | | |
| | 166 | Facility & Event Coordinator | | |
| | 147 | Instructor | | |
| | 148 | Maintenance Worker II | | |
| | 150 | Recreation Program Leader | | |
| 2 | 202 | Customer Service Representative (Part-Time) | \$7.40 | \$10.43 |
| | 125 | Lead Event Worker | | |
| | 126 | Maintenance Worker I | | |
| | 127 | Park Custodian | | |
| | 128 | Scorekeeper | | |

| GRADE | JOB CODE | CLASSIFICATION | MINIMUM HOURLY RATE | MAXIMUM HOURLY RATE |
|-------|--|--|---------------------|---------------------|
| 1 | 100 101 102 104 105 106 107 108 | Cashier/Concession Worker Clubhouse Worker Event Worker Laborer Lifeguard Maintenance Worker Receptionist Recreation Program Worker | \$7.25 | \$8.35 |

Section 7. Hourly Wages for Full Time Firefighters: Amounts listed below are for non-exempt firefighters who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 106 hours in a 14-day work cycle, based upon 2,912 hours worked in a year.

| | | | | |
|----|-----|----------------------|---------|---------|
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| F3 | 237 | Fire Lieutenant | \$10.74 | \$18.68 |
| F2 | 158 | Firefighter II | \$ 9.54 | \$16.60 |
| F2 | 160 | Fire Driver/Operator | \$ 9.54 | \$16.60 |
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Section 8. Hourly Wages for Full Time Police Officers. Amounts listed below are for non-exempt police officers who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle.

| | | | | |
|----|---------------------------------|--|---------|---------|
| P4 | 504 TBD | Police Sergeant Criminal Investigator II | \$18.31 | \$31.83 |
| P3 | 419 420 422 421 423 | Crime Analyst Criminal Investigator Evidence Control Specialist Narcotics Investigator Police Corporal | \$17.00 | \$29.45 |
| P2 | 317 | Police Officer II | \$16.36 | \$28.51 |
| P1 | 316 | Police Officer I | \$14.22 | \$24.79 |

Section 9. Additional Employees. The City Manager may, when necessary, employ additional personnel who shall receive for their services an amount based on the rate being paid for similar work as herein provided, the rate of pay for such work to be determined by the

City Manager.

Section 10. Repealed. That Ordinance No. S-1051 of the City of Pittsburg, Kansas, and all other ordinances, or parts of Ordinances, in conflict herewith be, and the same are, hereby repealed.

Section 11. Effective Date. This Ordinance shall take effect after its passage and publication in the official City paper with any changes being reflected on the first full pay period in 2018.

Passed this 11th day of December, 2018.

Jeremy Johnson, Mayor

ATTEST:

Tammy Nagel, City Clerk



HUMAN RESOURCES

201 West 4th Street • Pittsburg KS 66762

(620) 231-4100

www.pittks.org

To: Daron Hall, City Manager
From: Tiffany Jarman, Human Resources Director
Date: December 7, 2018
Re: Maestro Health Administration Agreement

The City has an opportunity to move Flexible Spending Administration from the current provider TASC to Maestro Health. Currently TASC charges the City \$8,837.55 per year to manage the flexible spending accounts for participants in our workforce. Maestro Health is able to offer these services free of charge to the City as a result of a partnership with AFLAC to provide FSA administration services to public entities that offer AFLAC supplemental coverages to their employees. While TASC administrative fees are competitive, we see an opportunity to reduce overall costs of administrations next year.

Once revised agreement is reviewed and approved by City Attorney, I seek approval for staff to execute agreements and begin utilizing Maestro Health for Flex Spending services effective January 1, 2019.



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: December 5, 2018

SUBJECT: December 11, 2018 Agenda Item
Southeast Kansas Recycling Center, Inc. forgivable loan

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

Additionally, the City agreed to forgive \$3,000 of each year's loan payment if Southeast Kansas Recycling continued to operate a household hazardous waste facility in Pittsburg each subsequent year over the ten-year life of the loan. The Economic Development Advisory Committee (EDAC) recently verified that Southeast Kansas Recycling continued this function in 2018, thereby satisfying this requirement for forgiveness.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 11, 2018. Action being requested is granting Southeast Kansas Recycling Center loan forgiveness in the amount of \$3,000 for their 2018 payment.



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street • Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: December 4, 2018

SUBJECT: Agenda Item – December 11, 2018
Final Payment
Water Tower Blasting and Painting Project

The contractor, Maguire Iron, Inc., of Sioux Falls, South Dakota, has completed all work on the above-referenced project and is now requesting final payment. Two change orders were previously approved for the project. The change orders reflected an increase to the project of \$22,600.00 making a new contract construction amount of \$754,400.00. The contractor is requesting final payment in the amount of \$75,440.00, which is basically the retainage for the project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 11th, 2018. Action necessary will be approval or disapproval of final payment to Maguire Iron, Inc. in the amount of \$75,440.00. This project is being funded by monies allocated in capital reserves.

If you have any questions concerning this matter, please feel free to contact me.

Contractor's Application for Payment No.

Final

| | |
|----------------------------|------------------------------------|
| Application Period: Dec-18 | Application Date: 12/6/2018 |
| To (Owner): Pittsburg, KS | From (Contractor): Maguire Iron |
| Project: Pittsburg, KS | Via (General): Maguire Iron |
| Owner's Contract No.: | Contractor's Project No.: 017-3775 |
| | Engineer's Project No.: |

Application For Payment Change Order Summary

| Number | Additions | Deductions |
|--------------------------------|-------------|------------|
| 1 | \$22,600.00 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | \$22,600.00 | |
| NET CHANGE BY CHANGE ORDERS | \$22,600.00 | |

| | |
|---|---------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ 731,800.00 |
| 2. Net change by Change Orders..... | \$ 22,600.00 |
| 3. Current Contract Price (Line 1 ± 2)..... | \$ 754,400.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... | \$ 754,400.00 |
| 5. RETAINAGE: | |
| a. X \$754,400.00 Work Completed..... | \$ |
| b. 10% X Stored Material..... | \$ |
| c. Total Retainage (Line 5a + Line 5b)..... | \$ |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... | \$ 754,400.00 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ 678,960.00 |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ 75,440.00 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... | \$ |

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: *Mike Farnsworth*

Date: 12/6/2018

Payment of: \$ 75,440.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Jerry Jesky* 12-6-18
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: *AB* 12-6-18
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

| For (contract): Pittsburg, KS | | | | Application Number: Final | | | | |
|-----------------------------------|--|-----------------|------------------------------------|---------------------------------|---|--|---------------|------------------------------|
| Application Period: Dec-18 | | | | Application Date: 12/6/2018 | | | | |
| A | | B | Work Completed | | E | F | | G |
| Item | | Scheduled Value | C | D | Materials Presently Stored (not in C or D) | Total Completed and Stored to Date (C + D + E) | % (E) B | Balance to Finish (B - F) |
| Specification Section No. | Description | | From Previous Application (C+D) | This Period | | | | |
| 1 | Mobilization | \$20,000.00 | \$20,000.00 | | | \$20,000.00 | 100.0% | |
| 2 | Rigging Containment/weld repair | \$180,000.00 | \$180,000.00 | | | \$180,000.00 | 100.0% | |
| 3 | Interior & Exterior Surface Blast/Prime Coat | \$200,000.00 | \$200,000.00 | | | \$200,000.00 | 100.0% | |
| 4 | Interior & Exterior Intermediate Coat | \$100,000.00 | \$100,000.00 | | | \$100,000.00 | 100.0% | |
| 5 | Interior & Exterior Finish Coat | \$100,000.00 | \$100,000.00 | | | \$100,000.00 | 100.0% | |
| 6 | Logo/ De-rig | \$20,000.00 | | \$20,000.00 | | \$20,000.00 | 100.0% | |
| 7 | Demobilization, Clean up | \$12,400.00 | | \$12,400.00 | | \$12,400.00 | 100.0% | |
| 8 | Industrial Tank | \$99,400.00 | | \$99,400.00 | | \$99,400.00 | 100.0% | |
| Change Order 1 | Ladders and Steel work, manway | \$22,600.00 | \$22,600.00 | | | \$22,600.00 | 100.0% | |
| Totals | | \$754,400.00 | \$622,600.00 | \$131,800.00 | | \$754,400.00 | 100.0% | |

INTEROFFICE MEMORANDUM

To: DARON HALL
CITY MANAGER

From: QUENTIN HOLMES
DIRECTOR OF COMMUNITY DEVELOPMENT & HOUSING

CC: TAMMY NAGEL
CITY CLERK

Date: December 4, 2018

Subject: Agenda Item – December 11, 2018
Pittsburg City Land Bank Board of Trustee Appointments

As of December 31, 2018, the Pittsburg City Land Bank will have three positions expire, real estate, USD #250 and construction.

Two members are willing and eligible for reappointment to their respective positions, those individuals being:

Brian Jones, Real Estate
Matt Hess, Construction

To fulfill the role of USD #250 representative, the following individual has expressed willingness to serve in this capacity:

Richard Proffitt

In this regard, would you place an item on the agenda for the City Commission meeting scheduled for Tuesday, December 11, 2018. Action necessary will be the appointment of three members to terms on the Pittsburg City Land Bank.

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



City Clerk

201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762

620-231-4100
www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Tammy Nagel, City Clerk

DATE: December 4th, 2018

SUBJECT: Agenda Item – December 11th, 2018
2019 Dues & Subscriptions - League of Kansas Municipalities

The City has received notification from the League of Kansas Municipalities that our Dues and Subscriptions for 2019 are due in the amount of \$8,808.63. This amount is up \$288.54 over the dues paid for 2018 in the amount of \$8,520.09.

Governing Body action needed is the approval of the 2019 Dues and Subscriptions to the League of Kansas Municipalities in the amount of \$8,808.63.

If you have any questions or require additional information, please let me know.



300 SW 8th Avenue, Suite 100, Topeka, KS 66603

RECEIVED

DEC 03 2018

Pittsburg City Clerk

Bill To

City of Pittsburg
201 W 4th St
PO Box 688
Pittsburg, KS 66762-0688

2019 Dues & Subscriptions

Date

12/1/2018

Invoice #

19-20

Due Date

1/31/2019

| Qty | Description | Rate | Amount |
|-----|--|----------|----------|
| 1 | 2019 City Membership Dues - Assessed Valuation and Per Capita Charge | 7,398.81 | 7,398.81 |
| 1 | 2019 City Membership Dues - Base Fee | 1,109.82 | 1,109.82 |
| 15 | 2019 Subscription to the Kansas Government Journal | 20.00 | 300.00 |

Total \$8,808.63

Payments/Credits \$0.00

Balance Due \$8,808.63

E-mail

rredd@lkm.org

Phone #

785-354-9565

Web Site:

www.lkm.org

December 1, 2018

Dear City Official,

The mission of the League of Kansas Municipalities is to strengthen and advocate for the interests of the cities of Kansas. Our long-standing association provides our member cities and counties with a unified voice in matters of local government. We are honored so many cities and counties agree there is immense value in belonging to the League.

Enclosed please find the dues billing for your League membership. This represents the dues required of your city for 2019. As in 2018, a member city's dues are built on a per capita charge, an assessed valuation charge, and a base fee.

Recently, the League conducted its 2018 Member Satisfaction Survey. The survey garnered 287 responses (almost doubling 2016's responses) within the two-week time frame and was released to event attendees, member list serves, and frequent survey respondents. The following percentages include excellent and good ratings for each service area assessed: Communication (86%), Contract Services (81.9%), Education (85.7%), Legal, (91.4%), Legislative (89.6%), Overall Value (86.2%), and Overall Performance (87.9%). The League will use the data and comments provided to maintain and improve the services we provide to our members.

In 2018 League staff testified over 75 times on 55 bills before the legislature and reviewed every one of the 600+ bills introduced in order to see if they affected cities. The League's Legislative Staff will utilize our *2019 Statement of Municipal Policy*, which is revised each year to reflect the League's advocacy goals and agenda for the upcoming legislative session, when working with legislators during the 2019 session. To print copies of this valuable information, please go to www.lkm.org/page/SMP.

You will recall that in 2016 a bylaws change was adopted which created a tiered base charge for cities and counties. For Cities of the First Class, the base charge will be a 15% surcharge of their combined per capita and assessed valuation charges that currently comprise a city's dues. Cities of the Second Class have a base charge of \$475, and Cities of the Third Class have a base charge of \$250.

Also enclosed you will find the *2019 League Member Services Brochure*, which outlines the key League services available to you as a League member city. These services include access to staff attorneys, trainings on important municipal issues, legislative advocacy, budget tips and publications to guide your work. Your city officials will also have access to our website with up to date resources for members only. We would urge you to take advantage of these services, and to always let us know how we can improve or make suggestions of services the League should be considering.

New this year is a League Membership Benefits and Services Summary. This at-a-glance information page provides more detail about what services are available from the League and, more importantly, what services you may not know we provide. If you have any questions regarding the services from the League, please contact our office.

We have included a tentative Municipal Training Institute schedule for 2019. The purpose of the Institute is to provide an interactive curriculum of specialized instruction that will develop the knowledge and enhance the leadership abilities of those who serve the cities of Kansas. We have updated our trainings in Economic Development, Advanced Municipal Finance, and Social Media for Cities as well as a new training for Harassment in the Workplace. The League continues to offer its most popular trainings on Planning and Zoning, Personnel Management and a return of the Mini-Governing Body Institute. We look forward to seeing you at one of our trainings in 2019!

It is always a pleasure to be able to serve the cities and counties of Kansas, and to work with you to ensure the very best environment possible for the citizens we all serve. Should you have any questions or comments concerning your dues, please feel free to contact me directly at esartorius@lkm.org, or Rynae Redd, Finance and Human Resources Manager, at rredd@lkm.org.

On behalf of the Governing Body and all of us at the League, thank you for your participation. We value you standing with the other cities and counties of Kansas. Should you ever have any questions, suggestions or comments, please contact me at the email above or (785) 354-9565. We look forward to many more years of this mutually beneficial partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "Erik A. Sartorius". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Erik Sartorius
Executive Director



League Membership Benefits & Services Summary

City participation in the League is critical to our success as an advocate for municipal interests. As a part of membership, the League offers a variety of services and resources for your City. The League fields a legislative staff of six to represent cities at the statehouse in Topeka and promotes Home Rule, effective public policy and the value of local control. The League offers guidance on new laws and administrative rules, publications, personal and contract services, and provides insight and guidance to act as a resource for cities. League staff provides training and education for elected officials and city employees through conferences, the Municipal Training Institute, webinars and workshops. The League produces the *Kansas Government Journal* which is the only statewide publication designed specifically for city, county and state government officials. We also produce a multitude of publications and answer legal calls each year from cities to provide up-to-date information and keep members aware of the changing municipal environment.

Also included with membership are two bi-annual *Governing Body Handbooks*, a bi-annual update to the *City Clerk's Manual*, and access to many online resources for members only on our website, including sample ordinances, webinar playbacks, reduced rate publication orders, event registration, legislative tracking and a variety of educational materials.

A summary of our services including the number of times city officials and staff utilized one or more of these services from November 1, 2017 to October 31, 2018 is provided below. If you should have any questions regarding these services, please contact our office at 785-354-9565.

Advocacy

Advocacy affects all cities and is a core function of the League. Our legislative staff spends each legislative session collaborating with senators and representatives regarding local government issues. When we work together we truly can make a difference for the citizens in our communities.

The League legislative staff works with cities to communicate the advocacy goals of the Statement of Municipal Policy, as adopted at our Annual conference. We work to assist Legislators in making informed decisions on legal issues via calls, personal visits, email, and letters. Building relationships with legislators is key to expanding the League's influence and impact.

Last year, the League testified over 75 times on 55 bills, including 25 times for criminal justice and public safety issues, 14 times in support of local control, and 10 times supporting infrastructure development and improvement. The legislative staff also provides updates on policy positions through League News, webinars and social media.

Legal Inquiries

The League's legal services are a core benefit of cities' membership. The League's attorneys help answer member questions throughout the year on a wide array of topics related to local government. This year the legal staff handled over 1,800 legal inquiries.

1,865 Inquiries

Events

The League offers dozens of opportunities throughout the year for local government officials to connect with others in the field or gain new insight on particular topics. There are many ways to meet and network with your fellow city officials during these events. Members receive a discount on event fees in addition to the valuable training. A full list of events can be found online at www.lkm.org/Conferences.

1,359 Events Attended

Publications

The League produces dozens of publications that are specialized for cities. League staff revised the following publications in 2018: *Levying a Local Sales Tax*, *Kansas Open Records Act*, *Kansas Open Public Records Brochure*, *STO/UPOC*, *Planning and Zoning* and the *Governing Body Handbook*. Publications slated for an update in 2019 include: *Annexation in Kansas*, *Municipal Index*, *Personnel Policies*, *Constitutional Home Rule Manual*, and *Economic Development*. A full list of our publications can be found online at www.lkm.org/store.

12,995 Publications Ordered

Classified Advertising

Did you know the League website has a Career Center? The League website had 222 classified job postings for various positions posted by cities, counties, employment recruiters and others in the past year. When your city has an open position, look to our Career Center to advertise to potential employees. Members receive a discount when posting an advertisement.

122 Classified Ads Posted

Contract Services

The League contracts with cities regularly to develop model personnel policies, facilitate executive searches, and ordinance codification. A full description of these services can found online at www.lkm.org/ContractServices.

16 Contract Services Completed

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| C-CHECK | VOID CHECK | V | 11/30/2018 | | | 183657 | | |
| C-CHECK | VOID CHECK | V | 11/30/2018 | | | 183658 | | |

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

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

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0321 | KP&F | D | 11/30/2018 | | | 000000 | | 46,040.98 |
| 0728 | ICMA | D | 11/30/2018 | | | 000000 | | 10,440.00 |
| 1050 | KPERS | D | 11/30/2018 | | | 000000 | | 38,028.38 |
| 3079 | COMMERCE BANK | D | 11/28/2018 | | | 000000 | | 37,082.69 |
| 6415 | GREAT WEST TANDEM KPERS 457 | D | 12/03/2018 | | | 000000 | | 4,286.00 |
| 7285 | ALLSTATE BENEFITS | D | 11/28/2018 | | | 000000 | | 766.98 |
| 7290 | DELTA DENTAL OF KANSAS INC | D | 11/23/2018 | | | 000000 | | 2,044.00 |
| 7290 | DELTA DENTAL OF KANSAS INC | D | 11/30/2018 | | | 000000 | | 2,344.00 |
| 7630 | LIBERTY NATIONAL | D | 12/03/2018 | | | 000000 | | 1,650.28 |
| 7877 | CORESOURCE | D | 11/23/2018 | | | 000000 | | 46,423.66 |
| 7877 | CORESOURCE | D | 11/29/2018 | | | 000000 | | 10,161.11 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 11/26/2018 | | | 002661 | | 792.77 |
| 0055 | JOHN'S SPORT CENTER, INC. | E | 11/26/2018 | | | 002662 | | 89.99 |
| 0101 | BUG-A-WAY INC | E | 11/26/2018 | | | 002663 | | 110.00 |
| 0105 | PITTSBURG AUTOMOTIVE INC | E | 11/26/2018 | | | 002664 | | 220.12 |
| 0112 | MARRONES INC | E | 11/26/2018 | | | 002665 | | 87.00 |
| 0133 | JIM RADELL CONSTRUCTION INC | E | 11/26/2018 | | | 002666 | | 1,230.00 |
| 0207 | PEPSI-COLA BOTTLING CO OF PITT | E | 11/26/2018 | | | 002667 | | 103.54 |
| 0294 | COPY PRODUCTS, INC. | E | 11/26/2018 | | | 002668 | | 1,355.60 |
| 0726 | PITTSBURG STATE UNIVERSITY | E | 11/26/2018 | | | 002669 | | 12,500.00 |
| 0806 | JOHN L CUSSIMANIO | E | 11/26/2018 | | | 002670 | | 250.00 |
| 0823 | TOUGHTON ELECTRIC INC | E | 11/26/2018 | | | 002671 | | 60.00 |

VENDOR SET: 99 City of Pittsburgh, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/20/2018 THRU 12/04/2018

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1299 | STRUKELELECTRIC INC | E | 11/26/2018 | | | 002672 | | 6,137.50 |
| 1478 | KANSASLAND TIRE OF PITTSBURG | E | 11/26/2018 | | | 002673 | | 652.20 |
| 1792 | B&L WATERWORKS SUPPLY, LLC | E | 11/26/2018 | | | 002674 | | 5,336.89 |
| 2005 | GALLS PARENT HOLDINGS, LLC | E | 11/26/2018 | | | 002675 | | 150.00 |
| 2025 | SOUTHERN UNIFORM & EQUIPMENT L | E | 11/26/2018 | | | 002676 | | 639.87 |
| 2186 | PRODUCERS COOPERATIVE ASSOCIAT | E | 11/26/2018 | | | 002677 | | 1,036.35 |
| 2825 | KANSAS DEPT OF ADMINISTRATION | E | 11/26/2018 | | | 002678 | | 450.66 |
| 4307 | HENRY KRAFT, INC. | E | 11/26/2018 | | | 002679 | | 242.69 |
| 5855 | SHRED-IT US JV LLC | E | 11/26/2018 | | | 002680 | | 98.18 |
| 5944 | KCR INTERNATIONAL TRUCKS | E | 11/26/2018 | | | 002681 | | 390.30 |
| 6175 | HENRY C MENGHINI | E | 11/26/2018 | | | 002682 | | 435.00 |
| 7028 | MATTHEW L. FRYE | E | 11/26/2018 | | | 002683 | | 400.00 |
| 7038 | SIGNET COFFEE ROASTERS | E | 11/26/2018 | | | 002684 | | 127.50 |
| 7167 | MAILFINANCE, INC | E | 11/26/2018 | | | 002685 | | 345.93 |
| 7963 | KATHARINE SHEPARD | E | 11/26/2018 | | | 002686 | | 8,964.00 |
| 8010 | P & L DEVELOPMENT LLC | E | 11/26/2018 | | | 002687 | | 25,010.49 |
| 5340 | COMMERCE BANK TRUST | E | 11/30/2018 | | | 002688 | | 29,278.94 |
| 0044 | CRESTWOOD COUNTRY CLUB | E | 12/03/2018 | | | 002690 | | 337.00 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 12/03/2018 | | | 002691 | | 48.84 |
| 0051 | GRIZZLE BEAR, LLC | E | 12/03/2018 | | | 002692 | | 1,100.00 |
| 0055 | JOHN'S SPORT CENTER, INC. | E | 12/03/2018 | | | 002693 | | 89.00 |
| 0105 | PITTSBURG AUTOMOTIVE INC | E | 12/03/2018 | | | 002694 | | 2,192.59 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0112 | MARRONES INC | E | 12/03/2018 | | | 002695 | | 88.50 |
| 0116 | DANIEL E BRADEN | E | 12/03/2018 | | | 002696 | | 50.00 |
| 0135 | PITTSBURG AREA CHAMBER OF COMM | E | 12/03/2018 | | | 002697 | | 2,020.00 |
| 0142 | HECKERT CONSTRUCTION CO INC | E | 12/03/2018 | | | 002698 | | 3,594.65 |
| 0181 | INGRAM | E | 12/03/2018 | | | 002699 | | 24.56 |
| 0202 | CLIFF HIX ENGINEERING INC | E | 12/03/2018 | | | 002700 | | 42.00 |
| 0294 | COPY PRODUCTS, INC. | E | 12/03/2018 | | | 002701 | | 31.00 |
| 0306 | CASTAGNO OIL CO INC | E | 12/03/2018 | | | 002702 | | 50.80 |
| 0422 | DEMCO, INC | E | 12/03/2018 | | | 002703 | | 265.42 |
| 0710 | HOLLAND ALIGNMENT | E | 12/03/2018 | | | 002704 | | 254.90 |
| 0746 | CDL ELECTRIC COMPANY INC | E | 12/03/2018 | | | 002705 | | 3,326.50 |
| 0788 | SCHREIBER LLC | E | 12/03/2018 | | | 002706 | | 2,343.00 |
| 0844 | HY-FLO EQUIPMENT CO | E | 12/03/2018 | | | 002707 | | 41.79 |
| 1478 | KANSASLAND TIRE OF PITTSBURG | E | 12/03/2018 | | | 002708 | | 14.00 |
| 1712 | CHUCK MUNSELL | E | 12/03/2018 | | | 002709 | | 108.99 |
| 2186 | PRODUCERS COOPERATIVE ASSOCIAT | E | 12/03/2018 | | | 002710 | | 1,811.15 |
| 2433 | THE MORNING SUN | E | 12/03/2018 | | | 002711 | | 125.00 |
| 2542 | CHARLES YOST | E | 12/03/2018 | | | 002712 | | 1,050.00 |
| 2707 | THE LAWNSCAPE COMPANY, INC. | E | 12/03/2018 | | | 002713 | | 1,336.25 |
| 2767 | BRENNTAG SOUTHWEST, INC | E | 12/03/2018 | | | 002714 | | 1,396.00 |
| 2960 | PACE ANALYTICAL SERVICES INC | E | 12/03/2018 | | | 002715 | | 170.00 |
| 3571 | LARRY'S DIESEL REPAIR LLC | E | 12/03/2018 | | | 002716 | | 2,355.04 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 4766 | ACCURATE ENVIRONMENTAL | E | 12/03/2018 | | | 002717 | | 1,551.90 |
| 5014 | MID-AMERICA SANITATION | E | 12/03/2018 | | | 002718 | | 421.76 |
| 5275 | US LIME COMPANY-ST CLAIR | E | 12/03/2018 | | | 002719 | | 4,685.02 |
| 5817 | JAMA ENTERPRISES LLP | E | 12/03/2018 | | | 002720 | | 900.00 |
| 5944 | KCR INTERNATIONAL TRUCKS | E | 12/03/2018 | | | 002721 | | 368.12 |
| 6175 | HENRY C MENGHINI | E | 12/03/2018 | | | 002722 | | 480.00 |
| 6298 | KEVAN L SCHUPBACH | E | 12/03/2018 | | | 002723 | | 624.00 |
| 6494 | BRIAN'S APPLIANCE REPAIR & INS | E | 12/03/2018 | | | 002724 | | 267.38 |
| 6777 | DH PACE CO | E | 12/03/2018 | | | 002725 | | 88.00 |
| 6851 | SCHULTE SUPPLY INC | E | 12/03/2018 | | | 002726 | | 995.00 |
| 7038 | SIGNET COFFEE ROASTERS | E | 12/03/2018 | | | 002727 | | 41.25 |
| 7427 | OLSSON INC | E | 12/03/2018 | | | 002728 | | 4,455.08 |
| 7559 | MEGAN LYNN MUNGER | E | 12/03/2018 | | | 002729 | | 273.00 |
| 7615 | MARY JO HARPER | E | 12/03/2018 | | | 002730 | | 273.00 |
| 7733 | TROY GRAHAM | E | 12/03/2018 | | | 002731 | | 625.00 |
| 7793 | QUEENB TELEVISION OF KANSAS/MI | E | 12/03/2018 | | | 002732 | | 700.00 |
| 7806 | CORE & MAIN LP | E | 12/03/2018 | | | 002733 | | 172.26 |
| 7839 | VISION SERVICE PLAN INSURANCE | E | 12/03/2018 | | | 002734 | | 1,398.32 |
| 8013 | CHESTER DUANE MORTON | E | 12/03/2018 | | | 002735 | | 1,700.00 |
| 6154 | 4 STATE MAINTENANCE SUPPLY INC | R | 11/21/2018 | | | 183595 | | 29.15 |
| 2004 | AIRE-MASTER OF AMERICA, INC. | R | 11/21/2018 | | | 183596 | | 17.22 |
| 1991 | OFFICE OF STATE FIRE MARSHAL | R | 11/21/2018 | | | 183597 | | 210.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1 | BURTCH, RYAN | R | 11/21/2018 | | | 183598 | | 111.39 |
| 1 | CARRINGTON PLACE | R | 11/21/2018 | | | 183599 | | 45,177.74 |
| 5283 | CLASS LTD | R | 11/21/2018 | | | 183600 | | 15.30 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 11/21/2018 | | | 183601 | | 22.58 |
| 0095 | CRAWFORD COUNTY TREASURER | R | 11/21/2018 | | | 183602 | | 6,081.40 |
| 0021 | CUES | R | 11/21/2018 | | | 183603 | | 715.35 |
| 6358 | FIRE X INC | R | 11/21/2018 | | | 183604 | | 194.00 |
| 6923 | HUGO'S INDUSTRIAL SUPPLY INC | R | 11/21/2018 | | | 183605 | | 342.88 |
| 6750 | HW LOCHNER, BWR DIVISION | R | 11/21/2018 | | | 183606 | | 3,024.11 |
| 7270 | SECURITY 1ST TITLE, LLC | R | 11/21/2018 | | | 183607 | | 900.00 |
| 5979 | TT TECHNOLOGIES INC | R | 11/21/2018 | | | 183608 | | 230.00 |
| 1108 | WESTAR ENERGY | R | 11/21/2018 | | | 183609 | | 3,101.42 |
| 8011 | BENNIE ROMESBURG JR | R | 11/21/2018 | | | 183611 | | 17,436.42 |
| 0095 | CRAWFORD COUNTY TREASURER | R | 11/27/2018 | | | 183624 | | 28,218.00 |
| 7618 | WINDOWS FOR LESS | R | 11/27/2018 | | | 183625 | | 1,652.00 |
| 0497 | CRAWFORD COUNTY DISTRICT COURT | R | 11/28/2018 | | | 183626 | | 36.00 |
| 7651 | K & D'S LIQUORS, LLC | R | 11/29/2018 | | | 183627 | | 113.69 |
| 1 | LUNA, DEREK | R | 11/29/2018 | | | 183628 | | 75.00 |
| 8014 | DUSTIN SLAY | R | 11/29/2018 | | | 183629 | | 400.00 |
| 6396 | RONALD K ALBERTINI | R | 11/30/2018 | | | 183630 | | 1,080.00 |
| 5561 | AT&T MOBILITY | R | 11/30/2018 | | | 183631 | | 131.20 |
| 0145 | BROADWAY LUMBER COMPANY, INC. | R | 11/30/2018 | | | 183632 | | 5.45 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0748 | CONRAD FIRE EQUIPMENT INC | R | 11/30/2018 | | | 183633 | | 780.56 |
| 0095 | CRAWFORD COUNTY TREASURER | R | 11/30/2018 | | | 183634 | | 319.78 |
| 0375 | WICHITA WATER CONDITIONING, IN | R | 11/30/2018 | | | 183635 | | 11.50 |
| 7116 | EMC INSURANCE COMPANIES | R | 11/30/2018 | | | 183636 | | 255.97 |
| 6088 | EMERGENCY RESPONSE SOLUTIONS, | R | 11/30/2018 | | | 183637 | | 535.64 |
| 6740 | FELD FIRE | R | 11/30/2018 | | | 183638 | | 198.95 |
| 6358 | FIRE X INC | R | 11/30/2018 | | | 183639 | | 1,316.00 |
| 8012 | CITY OF FORT SCOTT | R | 11/30/2018 | | | 183640 | | 150.00 |
| 6809 | RICHARD GILMORE | R | 11/30/2018 | | | 183641 | | 2,133.50 |
| 7367 | HECK AND WICKER, INC | R | 11/30/2018 | | | 183642 | | 25,048.00 |
| 7995 | HERITAGE TRACTOR INC | R | 11/30/2018 | | | 183643 | | 5.59 |
| 0380 | KANSAS DEPARTMENT OF REVENUE | R | 11/30/2018 | | | 183644 | | 175.00 |
| 7938 | ROSANO DEL PILAR MENDEZ | R | 11/30/2018 | | | 183645 | | 75.00 |
| 5396 | MIDWEST REGIONAL BALLET, LLC | R | 11/30/2018 | | | 183646 | | 10,333.24 |
| 7287 | JASON MIORI | R | 11/30/2018 | | | 183647 | | 18.00 |
| 7151 | TOTALFUNDS | R | 11/30/2018 | | | 183648 | | 1,054.55 |
| 7151 | TOTALFUNDS | R | 11/30/2018 | | | 183649 | | 461.00 |
| 3434 | PITTSBURG SUNRISE ROTARY | R | 11/30/2018 | | | 183650 | | 100.00 |
| 0175 | REGISTER OF DEEDS | R | 11/30/2018 | | | 183651 | | 253.62 |
| 7270 | SECURITY 1ST TITLE, LLC | R | 11/30/2018 | | | 183652 | | 240.00 |
| 1 | SEKLS | R | 11/30/2018 | | | 183653 | | 20.00 |
| 0349 | UNITED WAY OF CRAWFORD COUNTY | R | 11/30/2018 | | | 183654 | | 55.85 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 5589 | VERIZON WIRELESS SERVICES, LLC | R | 11/30/2018 | | | 183655 | | 228.83 |
| 2350 | WASTE CORPORATION OF MISSOURI | R | 11/30/2018 | | | 183656 | | 920.53 |
| 1108 | WESTAR ENERGY | R | 11/30/2018 | | | 183659 | | 109.50 |
| 5371 | PITTSBURG FAMILY YMCA | R | 11/30/2018 | | | 183660 | | 323.96 |

| * * T O T A L S * * | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|---------------|----------------|-----------|--------------|
| REGULAR CHECKS: | 51 | 154,444.87 | 0.00 | 154,444.87 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 11 | 199,268.08 | 0.00 | 199,268.08 |
| EFT: | 74 | 140,781.59 | 0.00 | 140,781.59 |
| 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: 80144TOTALS: | 136 | 494,494.54 | 0.00 | 494,494.54 |
| BANK: 80144 TOTALS: | 136 | 494,494.54 | 0.00 | 494,494.54 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0109 | RANDY VILELA TRUCKING & HAULIN | E | 11/29/2018 | | | 002689 | | 6,985.00 |

| | | | | | | |
|---------------------|--|----|----------------|------|-----------|--------------|
| * * T O T A L S * * | | NO | INVOICE AMOUNT | | DISCOUNTS | CHECK AMOUNT |
| REGULAR CHECKS: | | 0 | 0.00 | | 0.00 | 0.00 |
| HAND CHECKS: | | 0 | 0.00 | | 0.00 | 0.00 |
| DRAFTS: | | 0 | 0.00 | | 0.00 | 0.00 |
| EFT: | | 1 | 6,985.00 | | 0.00 | 6,985.00 |
| NON CHECKS: | | 0 | 0.00 | | 0.00 | 0.00 |
| VOID CHECKS: | | 0 | VOID DEBITS | 0.00 | | |
| | | | VOID CREDITS | 0.00 | 0.00 | |

TOTAL ERRORS: 0

| | | | | | | |
|----------------|-----------|----|----------------|--|-----------|--------------|
| | | NO | INVOICE AMOUNT | | DISCOUNTS | CHECK AMOUNT |
| VENDOR SET: 99 | BANK: EFT | 1 | 6,985.00 | | 0.00 | 6,985.00 |
| BANK: EFT | TOTALS: | 1 | 6,985.00 | | 0.00 | 6,985.00 |

VENDOR SET: 99 City of Pittsburgh, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE:11/20/2018 THRU 12/04/2018

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7581 | REX LINVILLE | E | 12/04/2018 | | | 002736 | | 205.00 |
| 7717 | LAWRENCE E GIGER | E | 12/04/2018 | | | 002737 | | 573.00 |
| 7837 | MARJI RENTALS, LLC | E | 12/04/2018 | | | 002738 | | 300.00 |
| 0372 | CONNER REALTY | E | 12/04/2018 | | | 002739 | | 912.00 |
| 0855 | CHARLES HOSMAN | E | 12/04/2018 | | | 002740 | | 20.00 |
| 1008 | BENJAMIN M BEASLEY | E | 12/04/2018 | | | 002741 | | 1,541.00 |
| 1231 | JOHN LOVELL | E | 12/04/2018 | | | 002742 | | 532.00 |
| 1609 | PHILLIP H O'MALLEY | E | 12/04/2018 | | | 002743 | | 2,623.00 |
| 1638 | VERNON W PEARSON | E | 12/04/2018 | | | 002744 | | 389.00 |
| 1982 | KENNETH N STOTTS, SR | E | 12/04/2018 | | | 002745 | | 820.00 |
| 2304 | DENNIS HELMS | E | 12/04/2018 | | | 002746 | | 625.00 |
| 2624 | ESTATE OF JAMES ZIMMERMAN | E | 12/04/2018 | | | 002747 | | 316.00 |
| 2850 | VENITA STOTTS | E | 12/04/2018 | | | 002748 | | 259.00 |
| 2913 | KENNETH N STOTTS JR | E | 12/04/2018 | | | 002749 | | 283.00 |
| 3067 | STEVE BITNER | E | 12/04/2018 | | | 002750 | | 4,209.00 |
| 3082 | JOHN R JONES | E | 12/04/2018 | | | 002751 | | 350.00 |
| 3114 | PATRICIA BURLESON | E | 12/04/2018 | | | 002752 | | 1,629.00 |
| 3142 | COMMUNITY MENTAL HEALTH CENTER | E | 12/04/2018 | | | 002753 | | 1,021.00 |
| 3162 | THOMAS A YOAKAM | E | 12/04/2018 | | | 002754 | | 175.00 |
| 3193 | WILLIAM CROZIER | E | 12/04/2018 | | | 002755 | | 1,849.00 |
| 3218 | CHERYL L BROOKS | E | 12/04/2018 | | | 002756 | | 612.00 |
| 3272 | DUNCAN HOUSING LLC | E | 12/04/2018 | | | 002757 | | 4,680.00 |

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE:11/20/2018 THRU 12/04/2018

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 3273 | RICHARD F THENIKL | E | 12/04/2018 | | | 002758 | | 1,007.00 |
| 3294 | JOHN R SMITH | E | 12/04/2018 | | | 002759 | | 670.00 |
| 3668 | MID AMERICA PROPERTIES OF PITT | E | 12/04/2018 | | | 002760 | | 3,854.00 |
| 3724 | YVONNE L. ZORNES | E | 12/04/2018 | | | 002761 | | 429.00 |
| 3746 | JAROLD BONBRAKE | E | 12/04/2018 | | | 002762 | | 306.00 |
| 3946 | THOMAS E SPURGEON | E | 12/04/2018 | | | 002763 | | 620.00 |
| 4054 | MICHAEL A SMITH | E | 12/04/2018 | | | 002764 | | 1,413.00 |
| 4177 | MT RENTALS LLC | E | 12/04/2018 | | | 002765 | | 483.00 |
| 4218 | MEADOWLARK TOWNHOUSES | E | 12/04/2018 | | | 002766 | | 2,822.00 |
| 4492 | PITTSBURG SENIORS | E | 12/04/2018 | | | 002767 | | 3,636.00 |
| 4523 | TODD A TROWBRIDGE | E | 12/04/2018 | | | 002768 | | 702.00 |
| 4786 | JENNIFER STANLEY | E | 12/04/2018 | | | 002769 | | 418.00 |
| 4928 | PITTSBURG STATE UNIVERSITY | E | 12/04/2018 | | | 002770 | | 244.00 |
| 5039 | VANETA MATHIS | E | 12/04/2018 | | | 002771 | | 269.00 |
| 5393 | CARLOS ANGELES | E | 12/04/2018 | | | 002772 | | 2,387.00 |
| 5549 | DELBERT BAIR | E | 12/04/2018 | | | 002773 | | 295.00 |
| 5653 | PEGGY HUNT | E | 12/04/2018 | | | 002774 | | 103.00 |
| 5658 | DEANNA J HIGGINS | E | 12/04/2018 | | | 002775 | | 166.00 |
| 5676 | BARBARA TODD | E | 12/04/2018 | | | 002776 | | 51.00 |
| 5796 | JOHN A ESLICK | E | 12/04/2018 | | | 002777 | | 600.00 |
| 5834 | DENNIS TROUT | E | 12/04/2018 | | | 002778 | | 76.00 |
| 5896 | HORIZON INVESTMENTS GROUP INC | E | 12/04/2018 | | | 002779 | | 337.00 |

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE:11/20/2018 THRU 12/04/2018

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 5906 | JOHN HINRICHS | E | 12/04/2018 | | | 002780 | | 268.00 |
| 5957 | PASTEUR PROPERTIES LLC | E | 12/04/2018 | | | 002781 | | 3,626.92 |
| 5961 | LARRY VANBECELAERE | E | 12/04/2018 | | | 002782 | | 425.00 |
| 6002 | SALLY THRELFALL | E | 12/04/2018 | | | 002783 | | 303.00 |
| 6090 | RANDAL BENNEFELD | E | 12/04/2018 | | | 002784 | | 588.00 |
| 6130 | T & K RENTALS LLC | E | 12/04/2018 | | | 002785 | | 433.00 |
| 6161 | MICHAEL J STOTTS | E | 12/04/2018 | | | 002786 | | 171.00 |
| 6172 | ANDREW ALEX WACHTER | E | 12/04/2018 | | | 002787 | | 293.00 |
| 6269 | EDWARD SWOR | E | 12/04/2018 | | | 002788 | | 1,303.00 |
| 6295 | DAVID L PETERSON | E | 12/04/2018 | | | 002789 | | 1,612.00 |
| 6298 | KEVAN L SCHUPBACH | E | 12/04/2018 | | | 002790 | | 8,728.96 |
| 6306 | BALKANS DEVELOPMENT LLC | E | 12/04/2018 | | | 002791 | | 403.00 |
| 6322 | R JAMES BISHOP | E | 12/04/2018 | | | 002792 | | 699.00 |
| 6394 | KEVIN HALL | E | 12/04/2018 | | | 002793 | | 2,047.00 |
| 6441 | HEATHER D MASON | E | 12/04/2018 | | | 002794 | | 891.00 |
| 6464 | PRO X PROPERTY SOLUTIONS, LLC | E | 12/04/2018 | | | 002795 | | 3,534.00 |
| 6673 | JUDITH A COLLINS | E | 12/04/2018 | | | 002796 | | 742.00 |
| 6694 | DELBERT BAIR | E | 12/04/2018 | | | 002797 | | 474.00 |
| 6708 | CHARLES MERTZ | E | 12/04/2018 | | | 002798 | | 90.00 |
| 6726 | BEAU JEPSON | E | 12/04/2018 | | | 002799 | | 1,048.00 |
| 6886 | DELBERT BAIR | E | 12/04/2018 | | | 002800 | | 479.00 |
| 6916 | STILWELL HERITAGE & EDUCATIONA | E | 12/04/2018 | | | 002801 | | 3,113.00 |

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE:11/20/2018 THRU 12/04/2018

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 6953 | CARL ULEPICH | E | 12/04/2018 | | | 002802 | | 321.00 |
| 7024 | KIMBERLY GRISSOM | E | 12/04/2018 | | | 002803 | | 550.00 |
| 7027 | CALVIN L THOMAS | E | 12/04/2018 | | | 002804 | | 179.00 |
| 7083 | PITTSBURG HEIGHTS, LP | E | 12/04/2018 | | | 002805 | | 5,378.00 |
| 7112 | RANDY VILELA | E | 12/04/2018 | | | 002806 | | 793.00 |
| 7220 | TIMOTHY ADAM | E | 12/04/2018 | | | 002807 | | 234.00 |
| 7222 | MICHAEL WILBER | E | 12/04/2018 | | | 002808 | | 241.00 |
| 7294 | AMMP PROPERTIES, LLC | E | 12/04/2018 | | | 002809 | | 795.00 |
| 7312 | JASON HARRIS | E | 12/04/2018 | | | 002810 | | 466.00 |
| 7326 | RANDY ALLEE | E | 12/04/2018 | | | 002811 | | 301.00 |
| 7344 | TERRY O BARTLOW | E | 12/04/2018 | | | 002812 | | 307.00 |
| 7413 | JERRY STANDLEE | E | 12/04/2018 | | | 002813 | | 602.00 |
| 7431 | R&R RENTALS OF PITTSBURG LLC | E | 12/04/2018 | | | 002814 | | 550.00 |
| 7524 | SOUTHEAST KANSAS COMMUNITY ACT | E | 12/04/2018 | | | 002815 | | 260.00 |
| 7554 | TRAVIS R RIDGWAY | E | 12/04/2018 | | | 002816 | | 290.00 |
| 7587 | DAVID RUA | E | 12/04/2018 | | | 002817 | | 485.00 |
| 7612 | ENDICOTT RENTALS, LLC | E | 12/04/2018 | | | 002818 | | 786.00 |
| 7645 | SEWARD RENTALS, LLC | E | 12/04/2018 | | | 002819 | | 919.00 |
| 7654 | A & R RENTALS, LLC | E | 12/04/2018 | | | 002820 | | 2,237.00 |
| 7659 | CHARLES R ALLEN | E | 12/04/2018 | | | 002821 | | 850.00 |
| 7668 | JOHN BEST | E | 12/04/2018 | | | 002822 | | 740.00 |
| 7669 | CHARLES GILMORE | E | 12/04/2018 | | | 002823 | | 1,036.00 |

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE:11/20/2018 THRU 12/04/2018

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 7741 | SUSAN E ADAMS | E | 12/04/2018 | | | 002824 | | 206.00 |
| 7777 | DELBERT BAIR | E | 12/04/2018 | | | 002825 | | 403.00 |
| 7781 | TAWIL PROPERTIES, LLC | E | 12/04/2018 | | | 002826 | | 203.00 |
| 7861 | CLARENCE M TRENT 2017 FAMILY T | E | 12/04/2018 | | | 002827 | | 238.00 |
| 7864 | CB HOMES LLC | E | 12/04/2018 | | | 002828 | | 904.00 |
| 7866 | JAMES MICHAEL HORTON | E | 12/04/2018 | | | 002829 | | 526.00 |
| 7913 | DANIEL CANADY | E | 12/04/2018 | | | 002830 | | 192.00 |
| 7915 | DENNY L GRISSOM | E | 12/04/2018 | | | 002831 | | 800.00 |
| 7918 | CITY OF LEAVENWORTH | E | 12/04/2018 | | | 002832 | | 658.34 |
| 7934 | DIANA L OERTLE | E | 12/04/2018 | | | 002833 | | 307.00 |
| 7936 | PITTSBURG HIGHLANDS LP | E | 12/04/2018 | | | 002834 | | 731.00 |
| 7996 | ERIC SCHIEFELBEIN | E | 12/04/2018 | | | 002835 | | 238.00 |
| 8005 | REMINGTON SQUARE APARTMENTS OF | E | 12/04/2018 | | | 002836 | | 6,827.00 |
| 7955 | CBA BUSINESS SOLUTIONS LLC | R | 12/03/2018 | | | 183661 | | 1,286.00 |
| 6585 | CLASS HOMES 1 LLC | R | 12/03/2018 | | | 183662 | | 152.00 |
| 7616 | STEVE KUPLEN | R | 12/03/2018 | | | 183663 | | 1,204.00 |
| 1601 | GRAIG MOORE | R | 12/03/2018 | | | 183664 | | 1,401.00 |
| 3187 | DEAN POWELL | R | 12/03/2018 | | | 183665 | | 174.00 |
| 1800 | DAN RODABAUGH | R | 12/03/2018 | | | 183666 | | 1,286.00 |
| 6451 | NAZAR SAMAN | R | 12/03/2018 | | | 183667 | | 352.00 |
| 0472 | LARRY SPRESSER, LLC | R | 12/03/2018 | | | 183668 | | 942.00 |
| 4636 | WESTAR ENERGY, INC. (HAP) | R | 12/03/2018 | | | 183669 | | 1,282.36 |

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

| | | | | | | | | |
|---------------------|-----|--------------|------|----------------|--|-----------|--|--------------|
| * * T O T A L S * * | NO | | | INVOICE AMOUNT | | DISCOUNTS | | CHECK AMOUNT |
| REGULAR CHECKS: | 9 | | | 8,079.36 | | 0.00 | | 8,079.36 |
| HAND CHECKS: | 0 | | | 0.00 | | 0.00 | | 0.00 |
| DRAFTS: | 0 | | | 0.00 | | 0.00 | | 0.00 |
| EFT: | 101 | | | 106,636.22 | | 0.00 | | 106,636.22 |
| 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 | | | 114,715.58 | | 0.00 | | 114,715.58 |
| BANK: HAP TOTALS: | 110 | | | 114,715.58 | | 0.00 | | 114,715.58 |

VENDOR SET: 99 City of Pittsburg, KS
 BANK: TBRA BMO HARRIS BANK-TBRA
 DATE RANGE:11/20/2018 THRU 12/04/2018

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 2304 | DENNIS HELMS | E | 12/04/2018 | | | 002837 | | 650.00 |
| 3193 | WILLIAM CROZIER | E | 12/04/2018 | | | 002838 | | 438.00 |
| 3272 | DUNCAN HOUSING LLC | E | 12/04/2018 | | | 002839 | | 450.00 |
| 3668 | MID AMERICA PROPERTIES OF PITT | E | 12/04/2018 | | | 002840 | | 550.00 |
| 4013 | KNIGHTS OF COLUMBUS TOWERS | E | 12/04/2018 | | | 002841 | | 392.00 |
| 5534 | SYCAMORE VILLAGE APARTMENTS | E | 12/04/2018 | | | 002842 | | 310.00 |
| 5957 | PASTEUR PROPERTIES LLC | E | 12/04/2018 | | | 002843 | | 550.00 |
| 6298 | KEVAN L SCHUPBACH | E | 12/04/2018 | | | 002844 | | 1,290.00 |
| 6916 | STILWELL HERITAGE & EDUCATIONA | E | 12/04/2018 | | | 002845 | | 465.00 |
| 7083 | PITTSBURG HEIGHTS, LP | E | 12/04/2018 | | | 002846 | | 455.00 |
| 7669 | CHARLES GILMORE | E | 12/04/2018 | | | 002847 | | 400.00 |

| * * T O T A L S * * | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|---------------|----------------|-----------|--------------|
| REGULAR CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 0 | 0.00 | 0.00 | 0.00 |
| EFT: | 11 | 5,950.00 | 0.00 | 5,950.00 |
| 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: TBRA TOTALS: | 11 | 5,950.00 | 0.00 | 5,950.00 |
| BANK: TBRA TOTALS: | 11 | 5,950.00 | 0.00 | 5,950.00 |
| REPORT TOTALS: | 258 | 622,145.12 | 0.00 | 622,145.12 |

Passed and approved this 11th day of December, 2018.

Jeremy Johnson, Mayor

ATTEST:

Tammy Nagel, City Clerk



RECEIVED

DEC 05 2018

Pittsburg City Clerk

Application for appointment to the Pittsburg City Commission.

This term will be effective in January, 2019 and will expire in January, 2020.

Members of the Pittsburg City Commission shall:

- Be a registered voter in the City of Pittsburg
- Be a resident of the City of Pittsburg

Name: Brandon Allen Graham

Address: 25 4th Street Circle

Phone Number: (620) 719-0733

Email Address: B794613852@gmail.com

Employment: Smuckers

Past and Current Public Service and/or Civic Involvement: Helped with disaster relief, organization of search and rescue.

Why are you interested in a position on the Pittsburg City Commission? To make a difference in my community to better Pittsburg for my children and their children.

What are your qualifications for being a Pittsburg City Commissioner? Ability
to work within the bounds of a budget;
Understanding local ordinances.

What do you believe you can contribute to the Pittsburg City Commission? The
ability to help make the community a
better place with a vision to go green.

Name three goals you would like to accomplish as a Pittsburg City Commissioner:

1. Electric Police Cars.
2. A tiny home community
3. Children's museum

What long-range goals do you believe the City should consider? when businesses
remodel 10% of their remodel needs to be
invested into open technology.

Brandon Greb

Signature

12-4-18

Date

Please feel free to attach your resume or any other information that may be helpful in the decision-making process. You are encouraged to attend the December 11th, 2018 Pittsburg City Commission meeting during which the appointment is planned to be made.

Please submit your completed application to the City Clerk's Office prior to noon on Wednesday, December 5th, 2018.

The City of Pittsburg
201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762
620-231-4100



Application for appointment to the Pittsburg City Commission.

This term will be effective in January, 2019 and will expire in January, 2020.

Members of the Pittsburg City Commission shall:

- Be a registered voter in the City of Pittsburg
- Be a resident of the City of Pittsburg

Name: **B.J. Harris**

Address: **107 Elmwood Drive, Pittsburg, Kansas 66762**

Phone Number: **(931) 436-0455**

Email Address: **bjharris11@outlook.com**

Employment: **Executive Director, Shrine Bowl of Kansas Inc.**

Self Employed, contract sports broadcaster

Past and Current Public Service and/or Civic Involvement: **Current: Special Olympics of Kansas BOD**

Previous: Executive Director, Crawford County CVB; Vice President, USD 250 Board of Education; President/Founder, Sports Kansas

Vice President, Tourism Industry Association of Kansas; President, Southeast Kansas Tourism Region; Crawford County Fair Board;

Miners Hall Museum Board; Pittsburg Area Young Professional; PSU Dept of Communication Advisory Committee; SEK Art Fest

Co-Coordinator, Lylahpalooza

Why are you interested in a position on the Pittsburg City Commission? **My past civic involment**

was incredibly rewarding. I believe that if you want to be a part of the solution, you must get involved. I believe

I have the experience and knowledge that could help grow the community and continue to make Pittsburg

a great place to raise my family.

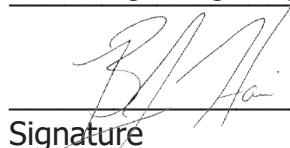
What are your qualifications for being a Pittsburg City Commissioner? I have extensive
experience serving in this community. I believe serving on the USD 250 Board of Education gave me tremendous insight
into overseeing a large civic budget and managing tax dollars. My career has also given me extensive opportunities
to work with communities across Kansas, where I've gathered unique perspective into community development.

What do you believe you can contribute to the Pittsburg City Commission? I believe in every
position I've held I've had the ability to bring fresh perspectives and leadership. I've always taken pride in looking
at things from multiple angles to find a positive solution. I believe my experience with economic development
and tourism can be an asset to the commission, especially as those continue to be opportunities for growth.

Name three goals you would like to accomplish as a Pittsburg City Commissioner:

1. Increased growth and momentum with strategic economic development and housing plans.
2. Increased support and awareness for under served populations.
3. Become more involved in solving early childhood education and child care issues facing the community.

What long-range goals do you believe the City should consider? Work to grow our population
over 30,000, by continuing to be aggressive with economic development and housing. Be a leader and partner
in continuing the push for the completion of Highway 69. Continue to improve infrastructure by enhancing current
efforts of growing energy independence. Possible growth of Parks & Recreation facilities as an ED driver.



Signature

11/28/18

Date

Please feel free to attach your resume or any other information that may be helpful in the decision-making process. You are encouraged to attend the December 11th, 2018 Pittsburg City Commission meeting during which the appointment is planned to be made.

Please submit your completed application to the City Clerk's Office prior to noon on Wednesday, December 5th, 2018.

The City of Pittsburg
201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762
620-231-4100

B.J. Harris

Profile

Motivated leader with extensive non-profit management, tourism and event planning experience. Broad knowledge base, with expertise in managing a budget, developing marketing initiatives and leading organizations. Strong communicator with the ability to work in any group dynamic and assume the most effective role. Goal driven, with a focus on serving my employer, clients and community.

Experience

Executive Director, Shrine Bowl of Kansas Inc.

November 2017 – Present

Manage the day to day operations of our 501c3 non-profit organization. Lead corporate sponsorship and fundraising efforts to enhance contributions to Shriners Hospitals for Children. Organize all camps and events. Negotiate rates and expenses to best maximize our organizational budget.

Executive Director, Crawford County Convention & Visitors Bureau

November 2011 – September 2017

Promote the area as a destination for travellers, meetings, youth and amateur athletic events, and conventions through numerous marketing channels. Led regional coalitions to increase economic impact in the community. Generate hotel stays through direct sales initiatives. Increased revenue by 20% in just over three years. Prepared successful bids for numerous national championship events including NCAA, NAIA & NJCAA.

Operations Manager, American Media Investments

May 2008 – October 2011

Managed the day-to-day operations of three market leading radio stations. Led a team of more than 15 broadcasters on two country stations and one rock station, as well as full-time sports and agricultural departments. Facilitated and anchored severe weather coverage on a seven station network. Maintained market share and increased revenue.

Sports Broadcaster, Self Employed

August 2002 – Present

Broadcast local and regional sporting events for numerous media outlets. Communicate with area schools and administrators.

Organizational Roles

Board Member, Special Olympics of Kansas

November 2017 - Present

Vice President, Tourism Industry Association of Kansas

October 2015 - September 2017

Vice President, Tourism Industry Association of Kansas

October 2015 - September 2017

Immediate Past President, SportsKS (Founding Member)

January 2015 – September 2017

Education

Pittsburg State University

B.A., Communication (Broadcasting), Marketing Minor



RECEIVED
DEC 03 2018
Pittsburg City Clerk

Application for appointment to the Pittsburg City Commission.

This term will be effective in January, 2019 and will expire in January, 2020.

Members of the Pittsburg City Commission shall:

- Be a registered voter in the City of Pittsburg
- Be a resident of the City of Pittsburg

Name: Jim D. Hoskins

Address: 801 Elmwood Ln

Phone Number: 417-438-3636

Email Address: JimDHoskins@AOL.com

Employment: Semi-retired (mostly)

Past and Current Public Service and/or Civic Involvement: See attachment

Why are you interested in a position on the Pittsburg City Commission? I have the time and broad business and financial background to support the decision making processes involved with city govt.

2

What are your qualifications for being a Pittsburg City Commissioner? During
the past 6 years I have regularly
attended commission meetings, served on
EDAC and entered into with various
city employees and commissioners on subjects.
What do you believe you can contribute to the Pittsburg City Commission? _____

Time and diversified life experiences
and a fairly extensive community
connection.

Name three goals you would like to accomplish as a Pittsburg City Commissioner:

1. Transparency - relating to EDAC decisions
2. Focus on code(s) enforcement
3. Explore viability of acquisition of
electric utility. (or not)

What long-range goals do you believe the City should consider? Housing

site development, downtown bldg.,
stabilization, continue the employer
cultivation direction we currently use.

Jim Hostens
Signature

11/30/18
Date

Please feel free to attach your resume or any other information that may be helpful in the decision-making process. You are encouraged to attend the December 11th, 2018 Pittsburg City Commission meeting during which the appointment is planned to be made.

Please submit your completed application to the City Clerk's Office prior to noon on Wednesday, December 5th, 2018.

The City of Pittsburg
201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762
620-231-4100

JIM D. HOSKINS
801 Elmwood Lane
Pittsburg, KS66762
Phone: cell 417-438-3636 Work (620)856-2323
e-mail JimDHoskins@aol.com

EDUCATION

~~1984-1986~~ Degree, Graduate School of Banking, University of Wisconsin,
Madison, Wisconsin

1983-84 Degree, Kansas State School of Agricultural Banking, Kansas
State University, Manhattan, Kansas.

1970-74 Degree, Bachelor of Science, Business, Administration, Pittsburg
State University, Pittsburg, Kansas

BANKING EXPERIENCE

1999-2005 CEO Bank of Quapaw, Quapaw, OK (Nine Tribes Bancshares
Inc. bank holding Company)

1996-Present President/CEO/Director, Baxter Bancshares,
(bank holding company) Baxter Springs, KS

1996-1998 Chairman, Peoples National Bank of Seneca, MO (denovo)

1989-2017 CEO/Chairman, Director, Baxter State Bank, Baxter Springs

Sept-1988-Dec-1988 Vice President, Baxter State Bank, Baxter
Springs, Kansas.

~~1984-88~~ Executive Vice President, Director, American State Bank, Oswego,
Kansas

1983 Acting CEO and Vice President, State Bank of Parsons, Parsons
Kansas.

1983-Asst VP, American State Bank, Oswego, KS

1982 Agricultural Loan Representative, American State Bank
Oswego, Kansas

BUSINESS EXPERIENCE

1974-81 Co-owner, Hoskins Chevrolet, Oswego, Kansas

1978-82 Co-owner, Cruzan's Jewelry, Oswego, Kansas

1960-1990 Farming and ranching in the Oswego area.

COMMITTEES AND BOARDS

Past Chairman, Kansas Bankers Association

Past Chairman KBA Employee Benefits Committees

~~Past Chairman Crestwood Country Club, Pittsburg, Kansas~~

City of Pittsburg, Kansas, Economic Development Advisory Committee

Community Foundation of Southeast Kansas, Board of Trustees
Chairman Baxter Springs Senior Citizens Village
Numerous Service, Civic , and Community Organizations, (Rotary,
JayCees, Lions, Country Clubs, etc.



RECEIVED...

DEC 05 2018

Pittsburg City Clerk

Application for appointment to the Pittsburg City Commission.

This term will be effective in January, 2019 and will expire in January, 2020.

Members of the Pittsburg City Commission shall:

- Be a registered voter in the City of Pittsburg
- Be a resident of the City of Pittsburg

Name: Gary Rae Jones

Address: 1924 JFK apt A

Phone Number: (620)687-9907

Email Address: garyspuppy@yahoo.com

Employment: NPC Pittsburg, Ks. Please see attached resume for further employment experience.

Past and Current Public Service and/or Civic Involvement: I worked in public service most of my adult life in the field of medicine, education, literature, and business.

Why are you interested in a position on the Pittsburg City Commission? I have lived in Pittsburg for over 30 years and want to contribute to its' ongoing development.

What are your qualifications for being a Pittsburg City Commissioner? Over
20 years experience in working in public service
positions. History of successful program development

What do you believe you can contribute to the Pittsburg City Commission? _____
I believe I have the experience and problem solving
skills needed to contribute to the city's needs.

Name three goals you would like to accomplish as a Pittsburg City Commissioner:

1. Supporting: - improvements in infrastructure,
2. - ongoing support for job development,
3. - support for developing safety programs.

What long-range goals do you believe the City should consider? To be a
beacon attracting business and arts to the city.
Continuous improvement in public safety.


Signature

12/4/2018
Date

Please feel free to attach your resume or any other information that may be helpful in the decision-making process. You are encouraged to attend the December 11th, 2018 Pittsburg City Commission meeting during which the appointment is planned to be made.

Please submit your completed application to the City Clerk's Office prior to noon on Wednesday, December 5th, 2018.

The City of Pittsburg
201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762
620-231-4100

Gary Rae Jones

1924 JFK Apt A

Pittsburg, Ks 66762

620-687-9907

garyspuppy@yahoo.com

Work History

09/1018 – Current NPC, Pittsburg, Ks

- Customer service representative.

10/2017 – 08/2018 Teleperformance, Joplin, Mo

- Provided customer service for retired individuals with Humana for their Medicare insurance.

06/26/2016 – 01/28/2017 Jay Hatfield Motorsports, Frontenac, Kansas

- Worked as the overnight watchman on weekends.
- Janitorial services as indicated.

11/2015 – 01/2016 Millers Studios, Pittsburg, Ks

- Worked in card finishing.
- Prepared holiday cards for the final shipping process.
- Used scales to ensure proper postage was provided.
- Worked in collaboration with others to ensure a quality product was being shipped to the customer specifications.

1998-2017 Wolters-Kluwer, Penn

- Provided in-depth reviews of paper publications as well as their online offerings to ensure the information is timely and up-to-date.
- Added content to publications as indicated.

2007-2009 Brenda's Tobacco & Brew, Oronogo, Mo

- Co-owner and Co-operator
- Kept track of inventory, ordering restock as need as well as ordered products as new offerings.
- Managed the staff.
- Ensured that the business was in code with city and state ordinances.
- Performed daily janitorial work.

11/2007-08-2009 Team Health, Knoxville, Tn

- Was assigned to work as a mid-level provider in the ER fast-track of Mercy ER in Rogers, Ark.
- Saw, diagnosed and prescribed pharmaceutical and non-pharmaceutical treatments as indicated by the patients presenting complaint and diagnosis.
- Reduced joint dislocations and fractures.
- Ordered and interpreted diagnostics as indicated.
- Provided wound care including suturing of lacerations and I&D of abscesses.

11/2003 – 11/2007 St. Johns Cardiology Clinic Joplin, Mo

- I worked in the office setting as a mid-level provider.
- Saw follow-up patients and new patients as the physician's schedules dictated.
- Ordered diagnostic testing as indicated.
- Proctored in and out-patient cardiac stress tests.
- Assisted with in-patient rounds as needed by the physicians.
- Prescribed pharmaceutical and non- pharmaceutical intervention as indicated by the patient's presentation and diagnosis.

1995-2003 Mercy Hospital, Fort Scott, Ks.

- I worked in various areas during my tenure with Mercy. I started as a new grad working in med-surg then transferred to the ICU.
- During my time in ICU I conceptualized the disease management program and along with the internist Dr. John Fox, implemented the program. I managed the program for the rest of my tenure with Mercy
- I was a member of the core team who went to Boston to learn how to build documentation screens using Medi-Tech software, helped build the documentation system specifically for use at Mercy, assisted with the staff education on the use of the program and screens.

2000-2003 Fort Scott Community College, Fort Scott, Kansas

- Developed and taught the courses "Computing for nurses," "Nursing informatics" and "Cardiac rhythm recognition."

Education Pittsburg State University, Pittsburg, Ks

- 1991-1995 Graduated with honors earning a BSN
- 5/2000 Graduated with honors earning a MSN in Nursing Education
- 2/2003 Completed the course work for the Family Nurse Practitioner track.

Extra-curricular activities

- Served as the treasurer for the PSU chapter of Kansas Nursing Students Association.
- Author of the novel, "Goldfish, Death and Jesus."
- UN volunteer.

Awards

- Was awarded departmental honors for my Masters Study and thesis, "Nurse Adaptation to Computerized Documentation.
- Awarded the Blue Diamond Club award at Teleperformance for excellence in service.

References

- Susan Willard RN Retired Former co-worker - suzekansas@gmail.com
- Leslie Menchetti NP Former co-worker - lmfnp1@hotmail.com
- Cristi Landoll RN Former co-worker - cristi.landoll@yahoo.com
- Heather Kwolex RN. Former co-worker - luvmyfamily4@hotmail.com



RECEIVED

NOV 29 2018

Pittsburg City Clerk

Application for appointment to the Pittsburg City Commission.

This term will be effective in January, 2019 and will expire in January, 2020.

Members of the Pittsburg City Commission shall:

- Be a registered voter in the City of Pittsburg
- Be a resident of the City of Pittsburg

Name: John Ketterman

Address: 1301 E. 6th Pittsburg

Phone Number: 620-230-8616

Email Address: gorillajohn2000@yahoo.com

Employment: Retired

Past and Current Public Service and/or Civic Involvement: 7 years Pittsburg
City Commission, current Board member
Everybody Plays + HEAL (Health
Equity Advancement League of CRCo)

Why are you interested in a position on the Pittsburg City Commission?

To continue to give back to
the community

What are your qualifications for being a Pittsburg City Commissioner? 7 years
experience on the Commission, several
different areas of work experience

What do you believe you can contribute to the Pittsburg City Commission? I want
to continue to move Pittsburg forward

Name three goals you would like to accomplish as a Pittsburg City Commissioner:

1. Bring jobs to Pittsburg
2. Grow the Population
3. Continue to partner with PSU and
Local Businesses

What long-range goals do you believe the City should consider? Continue to
improve Housing, the downtown and
attract people to the area over

John Heltzman
Signature

11-28-18
Date

Please feel free to attach your resume or any other information that may be helpful in the decision-making process. You are encouraged to attend the December 11th, 2018 Pittsburg City Commission meeting during which the appointment is planned to be made.

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P.O. Box 688
Pittsburg, Kansas 66762
620-231-4100

But I believe in order to
accomplish this we have
to recruit, acquire quality
jobs, and fully explore the
possibility of starting our own
Electric utility. I Thank You
for your consideration

John Letterman

P.S. Merry Christmas



RECEIVED
DEC 05 2018
Pittsburg City Clerk

Application for appointment to the Pittsburg City Commission.

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Members of the Pittsburg City Commission shall:

- Be a registered voter in the City of Pittsburg
- Be a resident of the City of Pittsburg

Name: Daniel McNally

Address: 405 N. Chestnut

Phone Number: 620.875.9064

Email Address: dmcnally@gus.pittstate.edu

Employment: See attached documents.

Past and Current Public Service and/or Civic Involvement: _____

See attached documents.

Why are you interested in a position on the Pittsburg City Commission? _____

See attached documents.

What are your qualifications for being a Pittsburg City Commissioner? _____

See attached documents.

What do you believe you can contribute to the Pittsburg City Commission? _____

See attached documents.

Name three goals you would like to accomplish as a Pittsburg City Commissioner:

1. See attached documents.

2. _____

3. _____

What long-range goals do you believe the City should consider? _____

See attached documents.

Signature 

12-4-18

Date

Please feel free to attach your resume or any other information that may be helpful in the decision-making process. You are encouraged to attend the December 11th, 2018 Pittsburg City Commission meeting during which the appointment is planned to be made.

Please submit your completed application to the City Clerk's Office prior to noon on Wednesday, December 5th, 2018.

The City of Pittsburg
201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762
620-231-4100

DAN MCNALLY

405 N. Chestnut St. Pittsburg, KS · 620.875.9064

dmcnally@gus.pittstate.edu

Proud, passionate, lifelong Pittsburg resident who deeply values commitment and service to community.

Yearning to serve the community at the highest level of city government. Prepared to employ compassionate ideals and solution-focused means to help the citizens of Pittsburg thrive, and to embolden the city as a regional leader in economic, educational, and recreational prosperity.

RELATED EXPERIENCE

JULY 2018 – PRESENT

CITY OF PITTSBURG, SUSTAINABILITY ADVISORY COMMITTEE

- Collaborated with committee members and city officials to clarify the role of the committee and to establish by-laws.
- Helped bring a solar energy workshop to Pittsburg.
- Collaborated with committee members to establish priorities and goals for 2019.
- Coordinated with PSU-Students for Sustainability to identify mutual interests and prospective joint projects.
- Recently elected as Vice-Chair of the committee.

JANUARY 2014 – PRESENT

YMCA, BOARD OF DIRECTORS

- Approved monthly financial report and spending requests.
- Employed solution-focused problem solving to modify and enhance programs and daily operations.
- Served on marketing and membership committees.
- Served on Board Member recruitment committee.

MAY 2012 – PRESENT

NATIONAL ALLIANCE ON MENTAL ILLNESS (NAMI)-SEK, BOARD OF DIRECTORS

- Approved monthly financial report and spending requests.
- Led fundraising efforts.
- Enhanced and helped implement NAMI Programs in the community.
- Marketed/promoted NAMI services to mental health agencies and professionals.

WORK EXPERIENCE

MAY 2005 – PRESENT

LEAD TEACHER-CHILD CARE PROVIDER, FAMILY RESOURCE CENTER

- Provided supervision, implemented curriculum, and monitored development of three to five year-old children in a classroom setting.
- Maintained open line of communication with parents and formulated plans with parents to maximize child development.
- Performed behavioral observations and completed assessments to aid in child development and to identify children in need of specialized services.
- Collaborated with administrators and agencies to connect children and families with needed community resources.

AUGUST 2018 –PRESENT

INTERN, SPRING RIVER MENTAL HEALTH

- Performed individual therapy and crisis stabilization.
- Served as a member of treatment team and participated in weekly meetings.
- Performed psychological assessments and evaluations.
- Led group therapy sessions.
- Worked with administrators, case managers, and other therapists to help clients access community resources.

EDUCATION

UNIVERSITY OF KANSAS, LAWRENCE, KS

MAY 2001

BACHELOR OF SOCIAL WORK

GPA 3.4

PITTSBURG STATE UNIVERSITY, PITTSBURG, KS

DECEMBER 2018

MASTER DEGREE IN CLINICAL PSYCHOLOGY

GPA 3.9

Past and Current Public Service and/or Civic Involvement:

YMCA, Board of Directors (2014 to Present)

National Alliance on Mental Illness (NAMI) SEK, Board of Directors (2012 to Present)

City of Pittsburgh, Sustainability Advisory Committee (July 2018-Present)

Why are you interested in a position on the Pittsburgh City Commission?

I am the product of deep Pittsburgh roots with family members who served in leadership roles in education, business, and philanthropy. These family members, at their core, embodied commitment and service to community. They instilled this in me as a child, and I have carried it with me as I have grown up in this community. While I have served in some civic roles, I have always yearned to serve in an even greater capacity. My recent work on the Pittsburgh Sustainability Advisory Committee has invigorated that yearning to serve in a higher role. I care deeply about the town I call home and have been very encouraged by the numerous recent accomplishments and successes in the City. I attribute much of that success to the actions and direction of the City Commission and City Management. Pittsburgh has been great to me and my family. I would be honored to be given the opportunity to express my gratitude by giving back to Pittsburgh.

What are your qualifications for being a Pittsburgh City Commissioner?

- ❖ Lifelong Pittsburgh resident.
- ❖ Product of local schools and Pittsburgh State University.
- ❖ Bachelor in Social Work, University of Kansas (2001)
- ❖ Master Degree in Clinical Psychology, Pittsburgh State University (2018).
- ❖ Thirteen years working with children and families at the Family Resource Center.
- ❖ Board and advisory committee experience.
- ❖ Expertise on child development and family needs.
- ❖ Expertise on physical and mental well-being.
- ❖ Vendor at Pittsburgh Farmer's Market.

What do you believe you can contribute to the Pittsburgh City Commission?

I believe I can offer a lifespan of experience utilizing and monitoring the progression of city services. I bring energy, passion, and a desire to find solutions in all my endeavors and would bring those skills to the table as a Commissioner. Listening, respecting the ideas of others, and finding common ground have always been staples in workplace and in community service roles and would be employed in my work as a Commissioner. I believe I have expertise on the needs of children, individuals, and families and can offer solutions/vision on how to meet those needs. I also bring to the table passion for exercise, recreation, the outdoors and overall well-being. I also feel I can contribute knowledge and experience on Sustainability, as I am dedicated preserving our community resources for generations of citizens to come.

Name three goals you would like to accomplish as a Pittsburgh City Commissioner:

- 1. Grow the Pittsburgh Economy.** Build on Block 22, downtown revitalization, and other retail momentum by focusing on marketing efforts and incentives to attract new businesses and skilled workers to Pittsburgh.
- 2. Strengthen the Pittsburgh housing market.** Follow the recommendation of Imagine Pittsburgh 2030 by adding 50/units per year.
- 3. Address childcare affordability and shortages.** Explore/Create more childcare options for working families.

What long-range goals do you believe the City should consider?

I believe the long-range goals of the City should align with the recommendations of the citizen-driven Imagine Pittsburgh 2030 Plan. In economic development, I believe the City should work to strengthen the work force by directing efforts to retain Pittsburgh State students. In housing, I believe the City should consider adding 50/units per year with a focus on middle and higher income housing. In Public Wellness, I believe the City should consider providing the support needed to revitalize the YMCA and encourage outdoor recreation by expanding a trail system that connects parks, downtown, retail areas, schools, and other significant landmarks. In Infrastructure, I believe the City should consider a sustainable electricity solution and formulate a plan on where to expand the city with careful consideration given to completion of Highway 69. In Education, I believe the City should consider aligning career counseling/planning with local post-secondary education degrees and workforce needs. In Marketing, I believe we have an amazing success story to share with the world! I believe the City should build on the *Forward Together* Ads and consider airing them on social media and television markets across the Midwest.



RECEIVED

DEC 05 2018

Pittsburg City Clerk

Application for appointment to the Pittsburg City Commission.

This term will be effective in January, 2019 and will expire in January, 2020.

Members of the Pittsburg City Commission shall:

- Be a registered voter in the City of Pittsburg
- Be a resident of the City of Pittsburg

Name: Amy Sawyer

Address: 206C S Free King Hwy Pittsburg, KS 66762

Phone Number: 316-303-5337

Email Address: amylsawyer@gmail.com

Employment: Director of Production at Names and Numbers Telephone Directories

Past and Current Public Service and/or Civic Involvement: _____

Pittsburg Area Young Professionals - Events Chair (Former), Membership Chair (Current), Secretary (Elect)

Salvation Army Board of Advisors (2017-Present)

Why are you interested in a position on the Pittsburg City Commission? _____

See attached (1)

What are your qualifications for being a Pittsburg City Commissioner? _____

See attached (2)

What do you believe you can contribute to the Pittsburg City Commission? _____

See attached (3)

Name three goals you would like to accomplish as a Pittsburg City Commissioner:

1. Look into the impact on transients in Pittsburg
2. Review and fully understand Municipal Power Utility Feasibility
3. Focus on people working AND living in Pittsburg

What long-range goals do you believe the City should consider? _____

I believe housing is always going to be important for us, and we shouldn't lose sight of that. I also believe continuing to grown our downtown is absolutely vital.

Amy Sawyer
Signature

12/5/18
Date

Please feel free to attach your resume or any other information that may be helpful in the decision-making process. You are encouraged to attend the December 11th, 2018 Pittsburg City Commission meeting during which the appointment is planned to be made.

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The City of Pittsburg
201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762
620-231-4100

1. Over the last 5 years I have become very interested in local politics. Through Pittsburg Area Young Professionals, I learned a lot during the last election because we had members who ran and were elected and we also facilitated a forum. The forum PAYP facilitated and the one I attended at City Hall really piqued my interest. Since then I have been considering running in 2019. This opportunity opening up seemed like one I just couldn't pass up.
2. I have lived in Pittsburg for 17 years, I received my education at Pitt State, I chose to stay in Pittsburg after graduation and make it my home. I work at a long standing local business. I am raising my daughter here. I love this town. I care about its future, and would really like the opportunity to have a more pivotal role in its future.
3. I am a very team oriented leader and I believe we are almost always better together than alone. I am open-minded and value other's opinions. I think its good practice to listen to one another, and agree to disagree is you need to. Pittsburg is a very progressive community, I want to see that continue for many years to come. I am a young leader who is involved civically. I believe it's important to make an investment in one's community, because it will give back to you. I also want to lead by example for my friends, my peers, my neighbors, and most importantly my daughter. My generation needs to get more involved at the grassroots level, and I want to be an example of that!

November 29, 2018

Pittsburg City Commission
201 West 4th Street
Pittsburg, KS 66762

Dear City Commissioners:

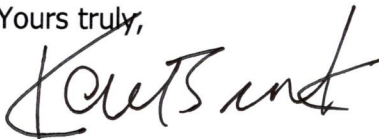
I am pleased to have the opportunity to write this letter on behalf of Amy Sawyer. Amy began her career at Names and Numbers 11 years ago as a member of our Graphic Design Team. She has been promoted twice, first as our Pagination Manager and currently serves as our Director of Production.

Amy is career-oriented and community minded. We've had several conversations about her future and her goals and community involvement is very important to her. She currently plays an active role in the local Young Professionals and also serves on the Salvation Army board.

Amy is a young professional with a good head on her shoulder. She has displayed that over and over again in her roles at Names and Numbers. She's a quick learner, a good listener and understands the importance of compromise. I believe she has several attributes that would make her an asset to the City Commission.

I wish the Commission the best in making this important decision of appointing a new Commissioner. Please feel free to contact me if I can provide additional information.

Yours truly,



Ken Brock
President

Amy Sawyer- City Commissioner Candidate

December 5, 2018

To Whom it May Concern:

I could not be happier to recommend my colleague, Amy Sawyer, for a City Commissioner position in Pittsburg, Kansas. I have known Amy for years and can confidently say that she is a person of impeccable character.

Since we first met, Amy's incredible leadership and responsibility have always impressed me. I remember an instance in particular when a position on the Young Professionals Board became open; Amy stepped right up to fill the position without hesitation. She utilized her exceptional passion for Pittsburg, as well as her eagerness to see positive changes. Amy was able to achieve standout positive results in restoring the integrity of the Event Chair- position.

More importantly, everyone who interacts with Amy is blown away by her personability, passion, and encouraging nature. Whenever a problem arises, Amy always responds promptly with efficient results to solve any issues.

It is truly a privilege and an honor to be considered Amy's friend and colleague, and I wholeheartedly recommend her for this position. I assure you that her commitment to her professional career as well as her high moral values, are without question. I have no doubt she will make a strong addition to your team. Please feel free to contact me if you have any questions.

Sincerely,

Kayla Riggs, DC

Riggs Chiropractic

(620)308-5374

riggschiroks@gmail.com

RECEIVED

DEC 05 2018

Pittsburg City Clerk



Application for appointment to the Pittsburg City Commission.

This term will be effective in January, 2019 and will expire in January, 2020.

Members of the Pittsburg City Commission shall:

- Be a registered voter in the City of Pittsburg
- Be a resident of the City of Pittsburg

Name: F. Ron Seglie

Address: One Deer run Lane

Phone Number: 6202329443

Email Address: seglie38@gmail.comN

Employment: Mercy Health Systems

Past and Current Public Service and/or Civic Involvement: US Army retired, numerous local organizations :

Boy Scouts, Children's Advocacy, Pritchett Trust, COB via Christi,

President Medical Staff, Veterans Memorial committee

Why are you interested in a position on the Pittsburg City Commission? I feel Pittsburg has

vast potential and would hope to enhance the lives of its citizens and encourage new

industry and also to encourage it as a family center and retirement community.

What are your qualifications for being a Pittsburg City Commissioner? 30 years as a realtor and local family physician
a knowledge of organization and family systems

What do you believe you can contribute to the Pittsburg City Commission? _____
People experience, logistics, ability to consider all facets of a situation.

Name three goals you would like to accomplish as a Pittsburg City Commissioner:

1. Increase small industry
2. Improve the lives of the citizens
3. Make a safer community for our children, youth and the older citizens.

What long-range goals do you believe the City should consider? _____
Encourage industry, improve substructure and the enhancement of the lives of citizens.


Signature

4 December 2018
Date

Please feel free to attach your resume or any other information that may be helpful in the decision-making process. You are encouraged to attend the December 11th, 2018 Pittsburg City Commission meeting during which the appointment is planned to be made.

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The City of Pittsburg
201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762
620-231-4100

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Finance Director

DATE: November 28, 2018

SUBJECT: Budget Hearing and Adoption of the 2018 Budget Amendment

The City of Pittsburg's 2018 Adopted Budget requires an amendment to one fund as follows:

- Special Parks and Recreation Fund – increase the budget from \$86,000 to \$110,000. This is because the 2018 liquor tax revenues are more than the original 2018 adopted budget.

Per Kansas statute, a “Notice of Budget Hearing for Amending the 2018 Budget” is required to be published in the City’s official newspaper at least 10 days prior to a scheduled public hearing. The City of Pittsburg published the “Notice of Budget Hearing for Amending the 2015 Budget” on November 28, 2018 in the *Morning Sun*.

Staff is requesting that there be a public hearing on the December 11, 2018 City Commission meeting and that the 2018 proposed budget amendment be adopted and that the amended budget certificate be signed by the governing body.

cc: Tammy Nagel, City Clerk

City of Pittsburg

2018

| Adopted Budget Special Parks & Recreation | 2018 Adopted Budget | 2018 Proposed Amended Budget |
|--|---------------------------|------------------------------------|
| Unencumbered Cash Balance January 1 | 0 | 0 |
| Receipts: | | |
| Intergovernmental | 86,000 | 110,000 |
| Interest on Idle Funds | 0 | 0 |
| Miscellaneous | 0 | 0 |
| Transfers In | 0 | 0 |
| Total Receipts | 86,000 | 110,000 |
| Resources Available: | 86,000 | 110,000 |
| Expenditures: | | |
| Special Parks and Recreation | 86,000 | 110,000 |
| Total Expenditures | 86,000 | 110,000 |
| Unencumbered Cash Balance December 31 | 0 | 0 |

2018

**Notice of Budget Hearing for Amending the
2018 Budget**

The governing body of

City of Pittsburg

will meet on the day of December 11, 2018 at 5:30 PM at the Law Enforcement Center for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall
and will be available at this hearing.

Summary of Amendments

| Fund | 2018 Adopted Budget | | | 2018 Proposed Amended Expenditures |
|----------------------------|------------------------|----------------------------------|--------------|--|
| | Actual Tax Rate | Amount of Tax that was Levied | Expenditures | |
| Special Parks & Recreation | | | 86,000 | 110,000 |

Tammy Nagel
Official Title: City Clerk

Page No. 3



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: December 5, 2018

SUBJECT: December 11, 2018 Agenda Item
Jolly Fox Brewery project

Joel Stewart, Brandon Davis and Sefali Nursariwala have proposed to build the Jolly Fox Brewery at 301 South Broadway. This establishment will sell locally produced craft beers, wine, cider and mead, along with a limited food menu. The Jolly Fox will offer on-site seating for 60-70, but will also have its products distributed throughout Southeast Kansas and Southwest Missouri. Thanks to an agreement with one of the principals, Jolly Fox products will also be sold in several Old Chicago Pizza & Tap Room locations throughout Missouri and Arkansas.

This is a \$2.4 million project with an anticipated completion date of late summer 2019. The principals plan to use a combination of personal funds and conventional financing, but estimate a gap of \$200,000 in order to move the project forward. They have applied for a repayable loan from the Revolving Loan Fund (RLF) to cover this gap financing.

The Economic Development Advisory Committee (EDAC) considered this request at its December 5 2018, meeting and felt the project was valuable, given the growth of the craft brewery industry and the lack of similar establishments in Pittsburg and Joplin. However, the EDAC felt that RLF funding would need to be made contingent on approval of the project's conventional financing. As such, the EDAC has recommended approval of the \$200,000 loan request contingent on approval of conventional financing. The loan would be repaid over seven years at 5% interest.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 11, 2018. Action being requested is the approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



**APPLICATION FOR LOAN
CITY OF PITTSBURG, KANSAS
ECONOMIC DEVELOPMENT REVOLVING LOAN FUND
(SALES TAX)**

I. GENERAL INFORMATION

- | | | | |
|----|--|--|------------------|
| | <u>The Jolly Fox Brewery</u> | 02/02/2018 | <u>11/2/2018</u> |
| 1. | <u>Name of Applicant Firm</u> | <u>Date of Request</u> | |
| | <u>301 S Broadway</u> | <u>620-875-6568</u> | |
| 2. | <u>Firm Address</u> | <u>Firm Phone Number</u> | |
| 3. | <u>Names and addresses of all persons or corporation who would be obligated as either applicant or personal guarantors of loans:</u> | | |
| | <u>Joel Stewart</u> | <u>411 W Washington Pittsburg Ks 66762</u> | |
| | <u>Name</u> | <u>Address</u> | |
| | <u>Brandon Davis</u> | <u>3111 S Arizona Suite B Joplin, MO 64804</u> | |
| | <u>Name</u> | <u>Address</u> | |
| 4. | <u>Names and addresses of the principal officers and directors of the applicant:</u> | | |
| | <u>Joel Stewart, CEO</u> | <u>411 W Washington Pittsburg KS 66762</u> | |
| | <u>Name</u> | <u>Address</u> | |
| | <u>Brandon Davis, CFO</u> | <u>3111 S Arizona Suite B Joplin, MO 64804</u> | |
| | <u>Name</u> | <u>Address</u> | |
| | <u>Sefali Nursariwala</u> | <u>2431 Stinnett Dr Joplin, MO 64804</u> | |
| | <u>Name</u> | <u>Address</u> | |
| 5. | <u>Nature of applicant's business: To Manufacture Beer, Cider, Mead, and Wine. While Serving a small menu.</u> | | |
| | <u></u> | | |
| | <u></u> | | |
| 6. | <u>The products to be assembled or manufactured or service to be rendered:</u> | | |
| | <u>Beer, Cider, Mead, and Wine</u> | | |
| | <u></u> | | |
| | <u></u> | | |
| 7. | <u>Kyle Conroy</u> | <u>816-388-9686</u> | |
| | <u>Applicant's Attorney</u> | <u>Phone Number</u> | |
| 8. | <u>Brandon Davis</u> | <u>417-717-1715</u> | |
| | <u>Applicant's Financial Advisor</u> | <u>Phone Number</u> | |

| | | |
|-----|--|---------------------------------|
| 9. | Brandon Davis | 417-717-1715 |
| | Applicant's Accountant | PhoneNumber |
| 10. | Estimated amount of loan: | \$ 150,000 \$200,000 |
| 11. | Number of years to retire loan: | 7 years |
| 12. | List previous loans and credit references: | |
| | | |
| | | |

II. USE OF LOAN PROCEEDS

| | | | |
|----|---|----|---------|
| 1. | Amount requested for purchase of land: | \$ | |
| 2. | Amount requested for land improvements (bldgs): | \$ | 200,000 |
| 3. | Amount requested for machinery and equipment: | \$ | |
| 4. | Capitalized debt service: | \$ | |
| 5. | Loan closing costs: | \$ | |
| 6. | Working capital: | \$ | |
| 7. | Other (specify) | \$ | |
| | TOTAL REQUEST: | \$ | |

III. LOAN PROPOSAL

| | | |
|----|---|---------------------|
| 1. | Will the loan refinance an existing project? | no |
| 2. | Will the loan proceeds be used to expand or replace an existing facility? | no |
| 3. | Is the applicant presently located in the City of Pittsburgh? | yes |
| 4. | What type and size of building will be constructed? | |
| | This loan will not be used in construction but we are building a 5,000 sqft building. | |
| 5. | Name and address of contractor and/or architect: | |
| | PEC for Civil engineering. Chad Greer for Architect | |
| | Contractor we will bid out to Austerman Construction, Tri-State Building, and K&K Shertex | |
| 6. | What type of equipment will be financed? | none with this loan |
| | | |
| | | |

7. If the applicant will be in direct competition with local firms,
- (a) Name of firms: We will not be in direct competition with local firms from a
Manufacturing stand point. We will have a Tasting Room that will serve food in limited
capacity
- (b) Describe nature of the competition: We will serve food but we will only be open
in a more limited capacity. Hours of operation will be approximately 4-10 M-Thursday
11:00 to 10:00 Friday and Saturday and Sunday 1-5

IV. LOAN ANALYSIS

1. Has a financial advisor submitted an analysis indicating the need for the loan, the advisability of the loan or benefit to the applicant of the loan?
- (If yes, attach a copy to this application.)
2. Has additional financing, whether internally generated or through other loans, been arranged? (If yes, explain on an attached sheet)
- The owners are providing capital investment.
3. Has the applicant investigated conventional financing?
- Yes, conventional financing is in process, however due to the nature of the start-up business
Jolly Fox is seeking additional assistance to help with initial costs.

V. PROPOSED LOCATION

1. Location of the proposed facility: 301 S Broadway Pittsburg Kansas
2. If the facility is a proposed expansion or replacement of another plant, state size and location of current operations:
- Start up
3. What percentage of the facility will be occupied by the applicant? 100%
4. Is the prospective location properly zoned? Yes

5. If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:

6. If unusual demands for water or sewer services or police or fire protection will be made, specify the demands:

We will install a larger water meter 1 1/2" to 2" water meter but will not have a larger then normal service for sewer

VI. OWNERSHIP AND MANAGEMENT

1. Describe the organizational structure of applicant (proprietorship, partnership, subsidiary, corporation, etc.):

LLC

Note relationship to a parent company: _____

2. What portion of the project is being financed from other company funds (in addition to this loan)?

\$ Approx \$150,000

Please explain _____ The owners will be contributing approx. \$150,000 in cash and equipment to the operation.

3. Describe all threatened or outstanding litigation

None

4. Attach proforma statements for the first three (3) years of operation after issuance of the loan, including revenue projections, operating expense projections and a debt amortization schedule.

VII. MEASURE OF ECONOMIC GROWTH AND BENEFIT

1. What dollar amount of sales is contemplated? \$600,000 to \$900,000 in 1st 3 years.

2. What percentage of sales will be sold locally? 70% with approx 30% distribution sales

3. What is the estimated amount of merchandise and services purchased locally, per year?
\$600,000 to \$1,000,000 in first 3 years.

4. How many people will the project employ:

Type: Professional

Technical

Clerical

General Labor

1 -2

3-5

5. Number of current full-time employees at applicant's present location:

None

6. What is ratio of loan fund dollars to jobs created?

\$21,000 per employee

VIII. In order to facilitate the timely processing of the application, please attach as part of the proposal the following items:

1. Copies of applicant's financial statements for the past three years certified as correct by the owner or an authorized officer.
2. Applicant's most recent annual or quarterly financial report.
3. Interim financial statements, to date, for the current fiscal year.
4. Financial statements, current to date, for each personal guarantor, on forms, certified by a Certified Public Accountant or the guarantor.
5. Copies of both federal and state income tax returns filed by applicant and each personal guarantor during the past three years.
6. In certain cases, due to the size of the loan, audited financials may be required.
7. Completed business plan with three year financial projections.
8. Loan (if approved) must be personally guaranteed.

IX. Applicant should be aware that additional financial data shall be required if requested by the City Manager, City Attorney or any other persons authorized by the City of Pittsburg, Kansas, including the Economic Development Revolving Loan Fund (Sales Tax) Committee (EDAC).

X. Attached hereto is a copy of the Collateral Requirements for the Economic Development Revolving Loan Fund (Sales Tax) for informational purposes. HOWEVER, APPLICANT ACKNOWLEDGES AND AGREES THAT SAID REQUIREMENTS AS WELL AS THIS APPLICATION ARE A SET OF GUIDELINES AND ANY OF THE PROVISIONS STATED THEREIN MAY BE WAIVED OR ADDED TO AT THE DISCRETION OF THE PITTSBURG CITY COMMISSION.

- XI. EACH APPLICANT ALSO EXPRESSLY AGREES AND UNDERSTANDS THAT THE CITY'S MONETARY PLEDGE OF MONIES FROM THE FUND AND COMMITMENTS MADE IN ANY AGREEMENT SHALL BE CONTINGENT UPON THE CITY CONTINUING TO COLLECT THE ONE-HALF CENT CITY RETAILERS' SALES TAX; AND APPLICANT ACKNOWLEDGES THAT SAID SALES TAX MAY BE DISCONTINUED AS PROVIDED BY THE PROVISIONS OF K.S.A. 12-187 et. seq. AND AMENDMENTS THERETO, AT ANY TIME.

Signature

Date

Title

**COLLATERAL REQUIREMENTS – CITY OF PITTSBURG, KANSAS
ECONOMIC DEVELOPMENT REVOLVING FUND
(SALES TAX)**

The following documents will be required:

1. A fully completed and signed application, with documents required therein attached.
2. A fully completed and signed financial statement by each personal guarantor.
3. The federal income tax returns of each personal guarantor for the last three (3) years, whether calendar or fiscal years.
4. Documents confirming compliance with the Kansas Bulk Transfer Act, if the Act is applicable.
5. A personal guaranty agreement to be signed by each personal guarantor and spouse.
6. Key persons term life insurance on the principal personal guarantor.
7. If the applicant is a corporation, a resolution of the Board of Directors authorizing the appropriate offices of the Corporation to sign the various loan documents on behalf of the Corporation.
8. Loan Agreement and Security Agreement, with Use of Loan Proceeds form attached.
9. Promissory Notes and Mortgage.
10. UCC financial statements for filing with the Secretary of State and the Crawford County Register of Deeds.
11. Other relevant financial information or loan security documents requested by the City Manager, the City Attorney or any authorized representative of the City of Pittsburg, Kansas.

Jolly Fox Brewery, LLC Business Plan

Executive Summary

The Jolly Fox Brewery and Vixen Cellars will be located at 301 South Broadway in Pittsburg, Kansas and will provide an inviting atmosphere to taste and enjoy craft beers, cider and mead (fermented honey beverage). Each of these will be made on sight in a state of art 10 barrel brew system which will add to the allure and attract traffic to the brewery. This will be the only system of its kind in the Pittsburg area.

The brewery will also have a limited food menu as a means to drive additional traffic and offer the patrons another reason to make the brewery their stop for lunch, or after work light meal and refreshment. The kitchen will offer a limited menu of bar type food, including burgers, specialty sandwiches, and a variety of appetizers. The total size of the brewery will allow for seating of 60-70 patrons. This will help drive retail sales of both food and brew.

In addition to tap room sales which will be the highest margin sales, the brewery had already made connections to have secure distribution and off premise sales. This have been accomplished by securing tap space at approx. 6 to 7 Old Chicago Pizza and Tap Rooms in Joplin, MO, Springfield, MO, Kansas City, MO and NW Arkansas. Which will be in addition to direct sales through selective marketing campaign's in both SE Kansas and SW Missouri. We have already established relationships with distributors in both markets and will have an outlet to grow the sales starting day one. The brew system we have chosen will let us be flexible but ready to take on aggressive sales growth.

We are a startup company in a high growth industry. We will drive our revenue from kegs, bottles, and tasting room sales of both beverages and food. We have already begun marketing at selective social events and through social media.

The majority owner and brewmaster has home-brewed for 20+ years with great success developing a following in the local market. The minority investors will assist greatly by having backgrounds in hotel and restaurant ownership and management, accounting, and business operation management which will assist in making this a successful business venture. Each being successful business owners in their respective industries.

A brewery is a competitive industry but great marketing with consistent product we will drive significant sales. We will grow within our niche to form a highly successful brewery for investors, customers, employees, and the City of Pittsburg.

Objectives

The objectives of The Jolly Fox Brewing Company and Vixen Cellars are the following

- To Manufacture Beer, Cider and Mead (fermented honey beverage)

- To distribute and sell Beer, Cider, and Mead

- To grow with relationships built with distributors, customers, and vendors

- To maintain quality and consistency of product

- To establish and grow the business to be a regional player in the beer industry

- To establish ourselves as a farm to market establishment

Company Summary

The Jolly Fox will build a reputation of consistent and quality products that will be manufactured in an area for all to see and watch. It will be an open relationship with the consumer where they are able to see all aspects of the brewery and process from grain to glass. The brewery will offer a fun atmosphere for patrons to feel welcome to learn about the brewing process, sample great tasting products, and have a place to meet for a meal at the same time.

We will be a startup operation in Pittsburg Kansas and will primarily be focused on growing the business within a 150 mile radius of the brewery and trying to establish our customers within this geographical region. This will be possible due to the distribution outlets provided by one of the minority owners who has offered immediate tap space in 6 to 7 Old Chicago Restaurants. This coupled with the relationships with the distributors in those markets will help drive additional market share potential that would not be possible under normal circumstances. Currently we have distribution channels setup with Eagle Beverage in Kansas and Missouri Eagle in Missouri. We will expand outside of the 150 mile radius after we have built a great reputation and will look to organically spread into a more regional focus. Moving our focus into markets like KC where we feel confident to establish tap space at Tanner's in Olathe which is marketed as a PSU bar.

We will utilize a 10 barrel steam system, which will allow the brewery to handle the initial demand from the already secured tap space. This system will work to produce on average 100 barrels per month of high quality craft beer. Beyond the production capacity the brewery will have sufficient storage capabilities to keep and warehouse finished product to meet future demand spikes. This system will be new and come from American Beer Equipment based out Lincoln, Nebraska. They are a well-known system provider for the industry and will be capable to keep pace with the anticipated growth of Jolly Fox.

We will distribute to bars, restaurants, package stores, and in house. We will sell in kegs and bottle format as well as growler and crowler format in house. The beverage sales coupled with

the food sales will help make this a very profitable operation and the place to be for great craft beer in Pittsburg, KS.

Ownership Experience

Joel Stewart, majority owner and brewmaster has been home brewing for over 20 years and has gained experience over that time in various forms of brewing from beers mead, and even wine making. He has brewed 1,000's of gallons of beer, cider, and mead. All of his experience will be translated into a larger system. He also has been heavily involved in the collection and education of spirits, mainly Scotch performing Scotch tasting's at The Celtic Ranch in Weston, MO for over two years now. He has lived in Pittsburg for over 10 years and grew up in Baxter Springs, KS and is a graduated from MSSU in 2004 with an associates in Computer Aided Manufacturing. Additionally he has recently attended the national brewers conference in Washington DC to continue to develop industry connections and perfect his craft in the areas of yeast management and mass brewing techniques.

The other minority owners include Ajit Nursuriwala, a business owner and entrepreneur in Joplin, MO who will own 32,66%. Mr. Nursuriwala owns several hotels, owned successful restaurants and bars, and currently owns the Old Chicago Pizza and Tap room in Joplin MO. He is currently developing 4 more locations in Springfield MO, NW Arkansas, and Oklahoma. He offers a tremendous business background as well has helping secure buying power for food purchase and tap space for the final products of the brewery. The other minority owner Brandon Davis, CPA, is the owner of a Davis CPA Group, LLC practice in Joplin, MO and offers strength in the area of assisting with the financial aspects of the business. Mr. Davis will have a 16.33% ownership share and also handle all the financial aspects of the operations. Mr. Davis has been in practice for nearly 12 years and understands how to manage the growth of the operations.

Ownership of the LLC is as follows:

| | |
|-------------------------------|--------|
| Joel Stewart, Brewmaster: | 51% |
| Sefali Nursuriwala, Investor: | 32.66% |
| Brandon Davis, Investor: | 16.34% |

Products

There will be three primary beers always for sale. Zellekin Cream Ale, IPA, and a dark Scottish ale called King Me. These cover the spectrum on flavor and will be our core products that will be available along with seasonal releases.

Vixen Cellars will have 2 ciders and 1 mead on tap at the brewery. There will be a standard cider, a dry hopped cider, and a fruit mead that will be seasonal.

These two brand lines will go together and add great value to the Jolly Fox name. The Cider and Mead market has not matured in the area but with the education of consumers we will form the market. It also offers more variety at the tasting room so the product line does not stagnate.

The 3 Primary products followed by seasonal' s:

Cream Ale - light full body, low alcohol, low bitterness, with a touch of sweetness easy drinking and easily approachable. Great for a true beer connoisseur or a casual beer drinker.

IPA – contains a little hoppy note to it but more of a citrus note with a touch of sweetness to it to counter the hop bitterness. Will be higher alcohol, more along 6.5%, the market is more open to higher percentage and consumers are willing to pay for it. This has been a high growth area of the beer market in the last few years.

Scottish Ale - This will be a complex malt beer with less emphasis on the hops and more on the malts used in the beer. Will be approachable with a beer connoisseur or a intermediate beer drinker. Contains notes of chocolate, coffee, and roasted malts

Irish Red Ale - Released in Late January - will be a typical Irish Red Ale but a little cleaner lager style flavor and a touch of spiciness. It will have 5.5% alcohol. This is also a popular beer that has been requested by people in general conversation.

Saison - Released Late March - it is a Belgian style beer that is light, crisp, dry with a touch of pepper and 6.5% alcohol.

Peach Saison - Released late May or early June - same style as above but is brewed with peaches and has natural peach flavoring added it will be 5% alcohol. I designed this with the aid of Kyle Mullen at 5th Street Bar and Grill. This is expected to be a heavier hitter which will require a little more production time.

Crimson and Gold Ale Brewed in Conjunction of PSU Football schedule. It will be two ales. First is a Belgian Blonde which is a malty beer light hopped and full bodied. The second will be the Irish Red beer but a little more hoppy.

Pumpkin Coffee Stout - Released in early September - as the name says but it'll be 6.5% alcohol content.

Peanut Butter and Chocolate Porter will be released mid November this is our Christmas beer. It will be pricey but it is a great beer and will be 10% of alcohol.

Cider - we will have a base cider to sell year round that will have mild tartness and that is semi sweet along with a dry hopped cider. These are all hard ciders

Sparkling mead - we will have a blueberry or raspberry mead on tap that will be a year round and will be sold only in house. The market has not developed to distribute yet. Through education and sampling at events we will prep the market to accept this. The color of the mead will stand out, a red or blue drink will be more visible.

Market analysis Summary

See attached sheets for 2 year cash flow analysis breakdown and projections. The projection is done at 5% growth a month. This is a highly conservative number. Mother's Brewery in Springfield, MO started out 5 years ago and is currently grossing 20 million a year in sales. Martin City Brewery is currently seeing 10%+ growth from month to month.

With our brew system and rate of growth, we will have room to expand as needed with the building design which is likely to happen within the first 3 years. When we do we will add a canning line and potentially increase to a 30bbl brew system. This will be a significant investment but as we market our brand and realize our growth potential in the many regional markets that we are positioned to be in at the onset, we should have no trouble meeting the additional production capacity. At this point our brewery will expand beyond the 150 mile initial radius.

Market segmentation summary

The Jolly Fox Brewery and Vixen Cellars will focus on the following:

- Graduate students, Football schedule, town events
- Professional men and women under 65
- Weekend brewery travelers
- Tap takeover events at Old Chicago's and other pubs in the MO, KS, and AR markets.
- Hosting events in each of the major regional markets.

To market to our target audience will be done by tap takeovers, grass roots events, cultural events, and niche advertising. We will also join the Kansas Brewer's Association.

We will also have a active social media presence. All our posts to social media will be done for gaining market share.

Strategy and implementation summary

Our implementation has already started. The brewmaster is a well known home-Brewer that is involved in many different activities that always brings product to and spread the word.

In the first two years we will focus our efforts to promote and grow brand recognition in a 150 mile radius of the brewery. With the reach of PSU, the Old Chicago brand, and the experience

of the management team our market will expand rapidly. Particularly in markets in and around the Kansas City MO area, more kids in Johnson county attend PSU than Crawford county. PSU is also having a strong market push to NWA, SW MO, and potentially even OK. We will follow the crowd. Our market saturation will be from Kansas City to NWA. Over to Springfield and Wichita. This is our growth market.

The Vixen Cellars market growth will be built off the marketing of Jolly Fox. It will give something different at the taproom to drink and help attract consumers that are not typical beer consumers.

Joplin will also be a strong market, our sales will be directed there as soon as possible as this will be the initial tap space available. We already have a distributor who is willing to carry the beer.

A brewery is not only a place to make a financial investment but it's also an emotional investment for a community. We believe the pride of being a part of something in the town will also be a source of funding by selling t-shirts and other swag at a premium to help fund the operations. We will also have a "Founders Club" for those who want to purchase special glasses and other items and be recognized in our taproom space as initial supporters.

Sales Strategy

The Jolly Fox Brewery will distribute beer through the three tier system. We will distribute through Eagle Beverage in Southeast Kansas and Missouri Eagle in Southwest Missouri. These two territories will provide great extra incomes on top of tasting room sales. See attached projections for further explanation.

We will have a multi-faceted approach to sales. We will have a tasting room along with our large patio, and serving a menu of tasty food and appetizers we will be the place to hang for local football games (both pre and post game), Saturday and Sunday afternoons, and a quick lunch stop. We will also be the place to stop after work to grab a quick drink and snack with friends before heading to the game. The hours of operation will be Monday thru Thursday 3-9 and Friday and Saturday 11-10. The hours may expand depending on overall demand and staffing capabilities.

As we mature there will be opportunities to expand. The following is areas we will pursue as opportunities present themselves:

- Wine on tap

- Add premium whiskey to tasting room

- Barrel age program .

- Expansion to either Wichita, KC, or Springfield, Northwest Arkansas

- Partner with farmer to plant hops

- Add local food vendors

Bottling still Mead and Cider
Expand into distilling

Competitive edge

The Jolly Fox Brewery will have a strong competitive advantage in the Pittsburg and Joplin markets. We will be the only local brewery that has a taproom that will offer a great experience for the beer lover and good food for those just wanting a nice place to meet and have a bite. Our marketing and local brand recognition will grow quickly with the preliminary work already done to get the name out to the public.

We will focus on high quality and innovative products. We will focus on products of our design with the help of outside sales force. We will drive innovation in the area while maintaining quality.

We also have mentors through Martin City Brewery and Walnut River Brewery. Both have been very helpful and are willing to give advice and share ideas about how to gain local market share and maintain quality.

Our location and our "Parkside Beer Garden" will help attract many customers looking for a unique experience. There is a market for an outdoor beer garden that will drive strong sales. The location is still considered downtown and has great views for a relaxing evening.

Management Summary

The Jolly Fox Brewery will be managed day to day by Joel Stewart the head brewmaster. Since there is not a comparable business in the area to obtain talent, we will have to train an assistant brewmaster that will be promoted to brewmaster once they have maintained the proficiency to brew at the necessary level.

The kitchen and taproom will be managed by someone with the appropriate restaurant management experience that will report to the brewmaster. We want to maintain a quality experience in every aspect of the brewery.

Personnel Summary

Positions that will be added at the brewery as the market expands are as follows:

Brewmaster - responsible for all aspects of the brewery. From recipe management and development to making sure there is enough supplies to manufacture the product.

Assistant Brewmaster - Follows the lead of brewmaster, generally will be milling the grain, monitoring product, and general labor

Cellarman - This job will be doing a lot of the maintenance and custodial work. Cleaning kegs, sweeping and mopping, product moving, etc.

Brewery representative - This person will be responsible for going to tap takeovers and events and represent the company. They will be responsible for handing out swag, promoting the product, and answer questions.

Tasting Room Manager - This person will take care of all the events and all the festivals that the brewery will be involved. Will also manage the renting of the tasting room. They will also manage the swag and all other aspects of tasting room.

Marketing Director - This person will be brought on when we confirm our expansion into the Kansas City market. It is easy to convey the breweries message within a 50 mile radius but will have to have help to better market it into Kansas City and other Metro markets.

Bartender/Cooks - We will require a few part time bartenders and cooks.

Overall Summary

Based on financial projects for the tasting room sales, distribution opportunities and the food sales, the project will cash flow within the first year, with significant sales growth planed for years two and three.

As the business gains market share and expands the owners will be faced with the opportunity to continue to grow or be purchased by a larger brewery who wants to capture the market share and brand that will be Jolly Fox.

Starting a business in an high growth industry with a strong product and good marketing should lead to a successful venture for all parties involved.

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

This Economic Development Services Agreement (“Agreement”) between the Pittsburg Area Chamber of Commerce, a Kansas not-for-profit corporation, ("Chamber") and the City of Pittsburg, Kansas, a Kansas municipal corporation, ("City") is effective January 1, 2019.

WHEREAS, the City and the Chamber have historically cooperated to encourage industrial, manufacturing and retail business growth by using the volunteer efforts of Chamber members; and,

WHEREAS, the volunteer members of the Chamber require additional support from the City to create an environment supportive of existing and incoming businesses and,

WHEREAS, the Governing Body of the City desires to obtain necessary additional services related to the location and support of existing and new industrial, manufacturing and retail businesses in the City and surrounding areas; and,

WHEREAS, the Chamber, through its skilled and knowledgeable employees, is qualified and capable of performing the services related to the location and support of existing and new industrial, manufacturing and retail businesses in the City and the continuation of mutually beneficial relationships with existing businesses and industries.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

1. Retention of Chamber; Description of Services

- a. As of the effective date of this Agreement, the City agrees to retain the Chamber and the Chamber agrees to perform and complete the services related to the creation of a supportive environment in the City for industrial, manufacturing and retail businesses, and to promoting and assisting in the growth and expansion of existing industrial, manufacturing and retail businesses within the geographic boundaries of the City, as generally described in the Scope of Work, attached as Exhibit A and incorporated by reference. The Scope of Work shall include maintaining, promoting and developing ongoing and substantial contacts with existing businesses to achieve the goal of economic development.
- b. The City reserves the right to direct revision of the Scope of Work at the City’s discretion, to the extent that such revisions are consistent with the intent of this Agreement and are agreeable with the Chamber.
- c. The term “Services” when used in this Agreement shall mean all services set forth in the Scope of Work. The Chamber shall not provide any additional services to the City as a part of this Agreement without the prior written consent of the City.

2. Chamber as Independent Contractor

The City shall retain the Chamber as an independent contractor, and the Chamber hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. The Chamber will perform consulting and advisory services on behalf of the City with respect to all matters relating to or affecting business and industrial recruitment and retention. The Chamber shall perform and discharge well and faithfully for the City such services during the term of this Agreement. The City shall provide such financial, legal and other administrative services as may be necessary to carry out the terms of this Agreement.

3. Compensation; Expenses

3.1 Fees

In full satisfaction for any and all services rendered by the Chamber for the City under this Agreement, as specified in Exhibit A, the City will pay the Chamber the total sum of \$45,000 Thousand and no/100 (\$45,000) Dollars annually, payable in equal monthly installments on or before the 5th day of each month on account of the prior month.

3.2 Expenses

Out of the fees specified in Section 3.1, the Chamber will pay any and all operating expenses and overhead costs for the Services it agrees to provide to the City, including payroll, withholding taxes, health insurance, and any and all other benefits it normally provides to its employees, in addition to regular and reasonable traveling operating expenses. The City shall pay for the development and production costs relating to marketing brochures and materials, website and Internet designs exclusively related to economic development, and any other advertising materials that the City and the Chamber shall agree are necessary for the Chamber to fulfill the terms of this Agreement. The City shall also pay directly to the vendors or other third parties dues and memberships in various regional and national economic development organizations as agreed upon by the parties, which may be amended from time to time by mutual consent of the parties.

3.3 Withholding; Benefits

All fees payable to the Chamber under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, or income taxes, nor shall the City be obligated to pay any of Chamber's employees' taxes. The Chamber hereby agrees that it shall be solely responsible for all taxes, withholding, FICA, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding. In addition, the Chamber, its employees or assigns, shall not be eligible for, nor participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

4. Reporting to the City.

The Chamber President shall review and monitor the progress made by the Chamber on all aspects of the Services to be provided to the City, including specific contacts made with prospects, as well as with existing businesses and industries, and shall report the same no less than weekly to the City Manager in a confidential written report. The City Manager may provide all or any part of this report to the City Commission. The Chamber President shall also participate in any meetings of the City Commission and/or City Staff that the City Manager deems necessary or expedient to promote the economic development activities of the City through this Agreement, and the City shall provide whenever practicable at least 48 hours' prior notice of any meeting or event requiring the attendance and participation of the Chamber. The Chamber President shall provide a report on the services provided by the Chamber under this Agreement to the City at least quarterly during regularly scheduled meetings of the governing body. The Scope of Work to be performed by the Chamber under this Agreement may be reviewed and amended by the City during each quarterly report.

5. Term and Termination.

The term of this agreement shall begin on January 1, 2019, and terminate on December 31, 2019, unless terminated earlier in accordance with this Agreement. If the City and the Chamber wish to extend the term of this Agreement, then they may do so by a written extension signed by representatives of both parties, and the same may be extended from year to year thereafter through December 31 of each year by a similar written extension.

Notwithstanding anything to the contrary in Section 5, the independent contractor relationship under this Agreement may be terminated by either party without cause upon three (3) months' prior written notice. The relationship under this Agreement may also be terminated upon thirty (30) days advance written notice if, the current Chamber President leaves the employ of the Chamber, or in the City's sole determination:

- (1) The Chamber has refused, failed, or is unable to render consulting services under this Agreement;
- (2) The Chamber has breached any of its other obligations under this Agreement; or
- (3) The Chamber has engaged or is engaging in conduct that in the City's sole determination is detrimental to the City.

If the independent contractor relationship is terminated for any of the reasons set forth in the preceding paragraph, the right of the Chamber to compensation set forth in Section 3 of this Agreement shall cease on the date of such termination, and the City shall have no further obligation to the Chamber under any of the provisions of this Agreement.

6. Confidential Information

(a) As used in this Agreement, the following words, terms, and phrases shall have the meanings set forth below:

(1) "Confidential Information" shall mean and include any and all information (as defined in this Agreement) of the following types, which may be provided by the City or a business or industrial prospect or existing Pittsburgh business or industry to the Chamber as a part of its recruitment and development activities pursuant to this Agreement, to-wit: (a) business or financial information, financial statements, projections, business plans, or strategic or marketing plans, market studies, or analyses of prospects or existing businesses or corporations; (b) cost and expense information, pricing and discount information, gross or net profit margins, or analyses; (c) technical data, specifications, computer software (including both source code and object code or "executable" software), databases, and database designs; (d) processes, transactions, and transaction procedures; (e) production data, shop drawings, engineering studies or reports, feasibility studies or manufacturing studies, product specifications, identity of suppliers or terms of supply agreements or arrangements, production procedures, trade secrets, or secret or proprietary processes and formulae; (f) marketing and customer data (including, but not limited to, identity or demographic analyses of customers), focus group reports, "shopping" reports, and marketing or advertising studies; (g) terms, conditions, provisions, or obligations of any contracts or agreements to which a prospect is a party or to which any of its assets are subject, or the identity of any Person who is a party to any contract or agreement with a prospect; (h) site selections or review reports, site selection criteria, demographic analyses of or regarding any locations of prospects, the terms of any lease for any such retail outlet, or any summary thereof; (i) the identity of any employee of any prospect, and the compensation, benefits, or terms of employment of any such employee; and (j) such other information of or regarding a prospect that it actually maintains as confidential or proprietary; provided, however, that such information shall be deemed confidential only to the extent that it (1) has not been previously disclosed to the public, or (2) is not ascertainable from public or published information or trade sources, or (3) is not subsequently publicly disclosed (other than by a violation of this Agreement). Any Information that is marked or otherwise identified as "Confidential Information" at the time of Disclosure shall be presumed to be Confidential Information for the purposes of this Agreement.

(2) "Information" shall mean and include any data or information disclosed in the form of (a) any written information, reports, documents, books, notebooks, memoranda, charts, or graphs; (b) computer tapes, disks, CD-ROM, files, or other mechanical or electronic media; (c) oral statements, representations, or presentations; (d) audio, visual, or audio-visual materials or presentations, including audiotapes, videocassettes, laser discs, or CDs; and (e) any other documentary, written, magnetic, or other permanent or semi-permanent form.

(3) "Disclose" or "Disclosure" shall mean and include any delivery, transmittal, presentation, or representation of Information, by any Person to any other Person.

(4) "Person" shall mean and include any individual or natural person, corporation, trust, proprietorship, partnership, limited partnership, joint venture, limited liability company, limited liability partnership, or any other entity.

(b) The Chamber President agrees that confidential information regarding prospects seeking assistance through the City's Sales Tax Revolving Loan Fund (RLF) shall not be provided to nor shared with the Chamber Board of Directors unless such person is a current member of the City's Economic Development Advisory Committee. Further, the Chamber acknowledges and understands that all decisions in regard to the expenditure of RLF funds remains the sole and exclusive decision of the City's governing body.

(c) The Chamber, its employees, officers, directors, and assigns, agree to retain and maintain in strict confidence, and to require its agents, employees, independent contractors, and advisors to retain in confidence, any and all Confidential Information of any and all prospects which it may come into contact with. The Chamber agrees that, without the prior express written consent of the City or any of its business or industrial prospects, the Chamber shall not, either directly or indirectly, individually or in concert with others: (1) Disclose any such Confidential Information to any other Person; (2) use any such Confidential Information for the benefit of any Person other than the City; or (3) permit any Confidential Information to be Disclosed to or used by any Person other than the City.

(d) The Chamber expressly agrees and acknowledges that its obligations pursuant to this Section 6 shall continue, notwithstanding the expiration of this Agreement, the completion of the services, and/or any termination of this Agreement by either the City or the Chamber, so long as the Chamber, or any agent, employee, independent contractor, or advisor of the Chamber, has any knowledge, possession, or control of, or access to, any Confidential Information. Upon the completion of the services, or any other termination or expiration of this Agreement, for any reason, the Chamber shall, if required to do so by the City, promptly return to the City (without retaining copies, in any medium) any and all Confidential Information in the possession or control of the Chamber.

(e) Each Party shall exercise the highest degree of care in safeguarding the other Party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality; provided, however, any issue that may be subject to the Kansas Open Records Act (K.S.A. 45-215 through 45-223) is addressed. Therefore, in the event City or Chamber believe that any writing or communication received pursuant to this Agreement is subject to said Act's disclosure requirement, then the Parties, with the advice of the City Attorney, will by mutual agreement, make any appropriate disclosures and/or take any other necessary action.

7. Assignment and Successors

The Chamber may not assign any of its rights or duties under this Agreement without the prior written consent of the City, which shall be at its sole discretion. The parties agree that this Agreement shall be binding upon the successors of each party and shall insure to the benefit of, and be enforceable by, such successors, and any officers or directors thereof.

8. Governing Law

The parties agree that this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

9. Notices

Any notices to be given under this Agreement shall be in writing, sent by registered or certified mail, postage prepaid, return receipt requested, or by telegram or facsimile followed by a confirmation letter sent as provided above, addressed to such party as follows:

(a) Notices to the City:

City Manager
City of Pittsburg, Kansas
201 W. 4th Street
P. O. Box 688
Pittsburg, KS 66762

(b) Notices to the Chamber:

President
Pittsburg Area Chamber of Commerce
117 W. 4th Street
P. O. Box 1115
Pittsburg, KS 66762

Notices sent in accordance with this Section shall be deemed effective on the date of dispatch. Any changes in the information set forth in this Section shall be upon notice to the other party delivered in the manner set forth above.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Pittsburg, Kansas this ____ day of _____, 2018.

CITY OF PITTSBURG, KANSAS:

By: _____
Mayor, Jeremy Johnson

PITTSBURG AREA CHAMBER OF COMMERCE:

By: _____
Chairman of the Board, Paul Christman

Exhibit A

SCOPE OF WORK

Business Retention and Expansion

The duties include the establishment of tracking and reporting processes and systems required to adequately document and inform the City and any State or federal agencies regarding the status of any and all activities undertaken on behalf of the City regarding economic development. The City Manager will be provided weekly reports regarding economic development activities. The responsibilities and activities listed herein will be amended as the agreement is renewed periodically.

A. Core Responsibilities

Provide for economic development activities for business retention and expansion as assigned by the City Manager. This includes providing support to the Economic Development Advisory Committee by setting the agenda, preparing minutes, acting as the liaison between the applicants and the Board, and presenting information to the Board as needed.

- a. Monitor forgivable loans to ensure appropriate investment/employment thresholds are being met.
- b. Ensure new and existing property tax abatements are properly considered and renewed each year.

B. Retaining Businesses

- a. Implement a formal Business Retention & Expansion (BRE) program. BRE program will consist of arranging on-site meetings with local employers each month. Meetings will take place across the range of sectors, with a primary focus on the manufacturing sector. Information reported will include:

- i. How is the business doing?
- ii. Future plans, concerns, opportunities, requests?
- iii. Local issues affecting your business?

This communication with existing businesses will help address any potential issues early while also identifying potential growth opportunities. Minimum goal is 36 in-person visits each year.

- b. Nominate at least one Pittsburg business for the “Red Tire” program, coordinated by the KU College of Business, which seeks to match graduates of Regents Institutions looking for opportunity with retiring business owners.

C. Expansion of Businesses

- a. Through BRE program, media coverage, and referrals, work with the PSU University Strategic Initiatives, local banks, etc., to proactively assist businesses with growth opportunities and work those to completion of their expansion. The scope of services required will vary by project, but could include gap financing, assistance in finding a location, building improvements, property tax exemptions, help navigating the city permitting process and securing state incentives.
- b. Engage local businesses in the Economic Gardening (“EG”) program, which focuses on second-stage businesses and provides assistance/expertise. Hold quarterly informational lunch meetings for local businesses and identify those businesses that meet the EG criteria. Secure necessary funds from the RLF, which when coupled with state dollars, allows Pittsburg businesses to enter the program free of charge. Highlight successes through local media to spur additional interest in the EG program.
- c. Promote industry clusters by conducting regular meetings of businesses with complementary models and markets to establish local supplier and support networks. Clusters will include (but are not limited to) advanced manufacturing, creative and technical services, health care, food sourcing, processing and packaging, and destination retail and entertainment.

D. Workforce Development

- a. Coordinate with Pittsburg High School (“PHS”) education.
 - i. Support work force development efforts for existing employers through PHS and the Southeast Kansas Career and Technical Education Center of Crawford County, LLC.
 - ii. Expand child care options in Pittsburg.
 - iii. Implement a community ‘onboarding’ process that provides support and encouragement to people relocating or considering relocating to Pittsburg.
- b. Redevelopment.
 - i. Actively contact owners of blighted buildings to offer assistance in restoring or finding new owners. Where appropriate, work with property owners to utilize RLF funds to

rehabilitate dilapidated buildings. Goal would be contacting three of these owners monthly.

ii. Develop and maintain an inventory of available commercial space (both land and buildings) and actively work with PSU University Strategic Initiatives to find appropriate locations for prospective businesses. This would include actively promoting sites to businesses in target industries and retail.

c. Downtown Growth and Reinvestment.

i. As vacant buildings become available, coordinate with the City Department of Housing and Community Development to support property owners in finding new tenants. This will be done by adding properties to the appropriate website and providing information to local realtors.

E. Report Weekly to the City Manager on Progress

BUSINESS DEVELOPMENT AND INNOVATION SERVICES AGREEMENT

This Business Development and Innovation Services Agreement ("Agreement") between the Pittsburg State University ("PSU"), and the City of Pittsburg, Kansas, a Kansas municipal corporation ("City"), is effective January 1, 2019.

WHEREAS, the City and PSU are committed to the continued growth of the Pittsburg economy; and,

WHEREAS, PSU, and the office of the University Strategic Initiatives (USI) at PSU, desire to provide additional support to the City to effectively help create and attract new businesses, industries and manufacturing concerns to the City, as well as more effectively promote the expansion and growth of existing businesses and industries already located in the City; and,

WHEREAS, USI is comprised of professional staff and the following offices:

- 1) ENTERPRISE PSU: The small business development and financial marketplace arm of USI. This office consists of work done by the Kansas Small Business Development Center and Mid-America Manufacturing Technology Center. Enterprise PSU also offers consulting and research assistance to small businesses as well as assistance in development of financial loan packages.
- 2) TYLER RESEARCH CENTER: PSU's institutional hub for technology transfer and commercialization services, as well as the Kansas Polymer Research Center specializing in bio-based polyol research.
- 3) GOVERNMENT AND COMMUNITY RELATIONS: Local, state and federal advocacy for PSU as well as the City of Pittsburg regarding economic development.
- 4) PROFESSIONAL STAFF: Additional professional staff members include the Chief Strategy Officer, the Director of Community Engagement and the Director of Strategic Communication.

WHEREAS, the City desires to utilize the services of PSU and USI and PSU desires to provide the City with the assistance and services of the USI; and

WHEREAS, the use of the term PSU herein shall include USI and in coordination with other university divisions including the Kansas Technology Center and the Kelce College of Business.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

1. Retention and Description of Services

- a. As of the effective date of this Agreement, the City agrees to retain the services of PSU, and PSU agrees to perform and complete the services related to creating and attracting

industries and businesses to the City, and to promoting and assisting in the growth and expansion of existing businesses and industries, as generally described in the Scope of Work, attached as Exhibit A and incorporated herein by reference. The Scope of Work shall include services relating to the attraction and recruitment of businesses and industries of all types, with specific attention to industries targeted in the Angelou Economics Development Strategy, to locate and/or grow within the geographic boundaries of the City, as well as promoting and developing ongoing and substantial contacts with existing businesses located within the City.

- b. The City reserves the right to direct revision of the Scope of Work at the City's discretion, to the extent that such revisions are consistent with the intent of this Agreement and are agreeable with PSU.
- c. The term "Services" when used in this Agreement shall mean all services set forth in the Scope of Work.

2. PSU as Independent Contractor

The City shall retain PSU as an independent contractor, and PSU hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. The City shall provide such financial, legal and other administrative services as may be necessary to carry out the terms of this Agreement.

3. Compensation; Expenses

3.1 Fees

In full satisfaction for any and all services rendered by PSU for the City under this Agreement, as specified in Exhibit A, the City will pay PSU the total sum of Fifty Thousand and no/100 (\$50,000.00) Dollars annually, payable in equal quarterly installments beginning on January 1, 2019.

3.2 Expenses

Out of the fees specified in Section 3.1, PSU will pay any and all operating expenses and overhead costs for the Services it agrees to provide to the City, including payroll, withholding taxes, health insurance, and any and all other benefits it normally provides to its employees, in addition to regular operating expenses. The City shall pay for the development and production costs relating to marketing brochures and materials, website and internet designs exclusively related to economic development, and any other advertising materials that the City and PSU shall agree are necessary for PSU to fulfill the terms of this Agreement. The City will not pay for travel expenses unless such expenses are pre-approved in writing by the City Manager.

3.3 Withholding; Benefits

All fees payable to PSU under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, or income taxes, nor shall the

City be obligated to pay any of PSU's employees' taxes. PSU hereby agrees that it shall be solely responsible for all taxes, withholding, FICA, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding. In addition, PSU, its employees or assigns, shall not be eligible for, nor participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

4. Term; Extension and Termination.

4.1 Term; Extension

The initial term of this agreement shall begin on January 1, 2019, and terminate on December 31, 2019, unless terminated earlier in accordance with this Agreement. If the City and PSU wish to extend the term of this Agreement, then they may do so by a written extension signed by representatives of both parties, and the same may be extended from year to year thereafter by a written extension.

4.2 Termination

Notwithstanding anything to the contrary in Section 4.1, this Agreement may be terminated by either party without cause upon six (6) months' prior written notice. The relationship under this Agreement may also be terminated upon thirty (30) days advance written notice if, or in the City's sole determination:

- (1) PSU has refused, failed, or is unable to render the Services under this Agreement;
- (2) PSU has breached any of its other obligations under this Agreement; or
- (3) PSU has engaged or is engaging in conduct that in the City's sole determination is detrimental to the City.

If the Agreement is terminated for any of the reasons set forth in the preceding paragraph, the right of PSU to compensation set forth in Section 3 of this Agreement shall cease on the date of such termination, and the City shall have no further obligation to PSU under any of the provisions of this Agreement.

5. Confidential Information

(a) As used in this Agreement, the following words, terms, and phrases shall have the meanings set forth below:

- (1) "Confidential Information" shall mean and include any and all information of the following types, which may be provided by the City or a business or industrial prospect or existing Pittsburgh business or industry to PSU as a part of its recruitment and development activities pursuant to this Agreement, to-wit: (a) business or financial information, financial statements, projections, business plans, or strategic or marketing plans, market studies, or

analyses of prospects or existing businesses or corporations; (b) cost and expense information, pricing and discount information, gross or net profit margins, or analyses; (c) technical data, specifications, computer software (including both source code and object code or "executable" software), databases, and database designs; (d) processes, transactions, and transaction procedures; (e) production data, shop drawings, engineering studies or reports, feasibility studies or manufacturing studies, product specifications, identity of suppliers or terms of supply agreements or arrangements, production procedures, trade secrets, or secret or proprietary processes and formulae; (f) marketing and customer data (including, but not limited to, identity or demographic analyses of customers), focus group reports, "shopping" reports, and marketing or advertising studies; (g) terms, conditions, provisions, or obligations of any contracts or agreements to which a prospect is a party or to which any of its assets are subject, or the identity of any Person who is a party to any contract or agreement with a prospect; (h) site selections or review reports, site selection criteria, demographic analyses of or regarding any locations of prospects, the terms of any lease for any such retail outlet, or any summary thereof; (i) the identity of any employee of any prospect, and the compensation, benefits, or terms of employment of any such employee; and (j) such other information of or regarding a prospect that it actually maintains as confidential or proprietary; provided, however, that such information shall be deemed confidential only to the extent that it (1) has not been previously disclosed to the public, or (2) is not ascertainable from public or published information or trade sources, or (3) is not subsequently publicly disclosed (other than by a violation of this Agreement). Any Information that is marked or otherwise identified as "Confidential Information" at the time of Disclosure shall be presumed to be Confidential Information for the purposes of this Agreement.

(2) "Information" shall mean and include any data or information disclosed in the form of (a) any written information, reports, documents, books, notebooks, memoranda, charts, or graphs; (b) computer tapes, disks, CD-ROM, files, or other mechanical or electronic media; (c) oral statements, representations, or presentations; (d) audio, visual, or audio-visual materials or presentations, including audiotapes, videocassettes, laser discs, or CDs; and (e) any other documentary, written, magnetic, or other permanent or semi-permanent form.

(3) "Disclose" or "Disclosure" shall mean and include any delivery, transmittal, presentation, or representation of Information, by any Person to any other Person.

(4) "Person" shall mean and include any individual or natural person, corporation, trust, proprietorship, partnership, limited partnership, joint venture, limited liability company, limited liability partnership, or any other entity.

(b) PSU, its employees, officers, directors, and assigns, agree to retain and maintain in strict confidence, and to require its agents, employees, independent contractors, and advisors to retain in confidence, any and all Confidential Information of any and all prospects which it may come into contact with. PSU agrees that, without the prior express written consent of the City or any of its business or industrial prospects, PSU shall not, either directly or indirectly, individually or in concert with others: (1) Disclose any such Confidential Information to any other Person; (2) use any such Confidential Information for the benefit of any Person other than the City; or (3) permit any

Confidential Information to be Disclosed to or used by any Person other than the City.

(c) PSU expressly agrees and acknowledges that its obligations pursuant to this Section 5 shall continue, notwithstanding the expiration of this Agreement, the completion of the services, and/or any termination of this Agreement by either the City or PSU, so long as PSU, or any agent, employee, independent contractor, or advisor of PSU, has any knowledge, possession, or control of, or access to, any Confidential Information. Upon the completion of the services, or any other termination or expiration of this Agreement, for any reason, PSU shall, if required to do so by the City, promptly return to the City (without retaining copies, in any medium) any and all Confidential Information in the possession or control of PSU.

(d) Each Party shall exercise the highest degree of care in safeguarding the other Party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality; provided, however, any issue that may be subject to the Kansas Open Records Act (K.S.A. 45-215 through 45-223) is addressed. Therefore, in the event City or PSU believe that any writing or communication received pursuant to this Agreement is subject to said Act's disclosure requirement, then the Parties, with the advice of the City Attorney, will by mutual agreement, make any appropriate disclosures and/or take any other necessary action.

6. Assignment and Successors

PSU may not assign any of its rights or duties under this Agreement without the prior written consent of the City, which consent shall be at the City's sole discretion.

7. Governing Law

The parties agree that this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

9. Notices

Any notices to be given under this Agreement shall be in writing, hand-delivered or sent first class mail, postage prepaid, addressed to such party as follows:

(a) Notices to the City:

City Manager
City of Pittsburg, Kansas
201 W. 4th Street
P. O. Box 688
Pittsburg, KS 66762

(b) Notices to PSU:

President
Pittsburg State University

1701 S. Broadway
Pittsburg, KS 66762

Notices sent in accordance with this Section shall be deemed effective upon receipt if hand-delivered or three days after mailing. Any changes in the information set forth in this Section shall be upon notice to the other party delivered in the manner set forth above.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Pittsburg, Kansas this ____ day of _____, 2018

CITY OF PITTSBURG, KANSAS:

PITTSBURG STATE UNIVERSITY:

By: _____
Mayor

By: _____
President

EXHIBIT A SCOPE OF WORK

I. Core Responsibilities

- a. Coordinate with the Chamber of Commerce on a weekly report of activities to the City Manager and quarterly report of activities to the City Commission.

II. Business Attraction

- a. Creation of industry sector “SWAT” teams from local business leaders focused on new business attraction.
- b. Work with JCUAB and Imagine Pittsburg 2030 to identify target industry taskforces with goal of cluster development, with an emphasized focus on advanced manufacturing.
 - i. Meet with these groups at least once quarterly.
- c. Participate in economic development and site selection conferences.
 - i. Build networks within specific target industries and niches at conferences and trade shows.
- d. Creation of target industry analysis stock proposals for potential industry/business location.
 - i. Send to site selection/Kansas Department of Commerce consultants and other representatives that work with industries to locate businesses.
- e. Pittsburg government relations advocacy at state and federal level for business attraction.
- f. Engagement with PSU alumni around target industries to increase business attraction.
- g. **Key Metrics & Goal**
 - i. Deal conversion rate (prospects/proposals into qualified lead): 10%
 - ii. Prospect Leads: 20 minimum
 - iii. Prospect Visits: 2

III. Small Business Support

- a. Survey businesses to understand local skills gaps, small business needs, opportunities and challenges.
- b. Explore online platforms for skills-based training and promote to employers
- c. Continued small business consulting and programming, including but not limited to:
 - i. Marketing, social media and website support.
 - ii. Cash flow projections and financial preparation (for traditional loans, grants, and other funding sources)
 - iii. QuickBooks, accounting, and human resource support.
 - iv. Workshops and training seminars

Key Metrics & Goal:

- v. Total Capital Investment: \$2.5 million
- vi. Entrepreneur Investment: \$250,000
- vii. Businesses Served: 50 businesses/500+ hours

IV. Entrepreneurship, Innovation, Research and Target Industry Development

- a. Support development of Block22 business incubator/accelerator.
- b. Promote, develop, and support entrepreneur funding streams.
 - i. Increase SEK Prosperity Foundation Loans.
 - ii. Aid businesses in bank loan preparation.
 - iii. Support of Community Investment/Opportunity Zone Organization
- c. Specialized innovation/business plan competition for Pittsburg State University and area K-12 students.
- d. Development of technology transfer program at Pittsburg State University
 - i. Investigate best practices for expanding commercialization activity
 - ii. Help build incentives and opportunities to occupy and expand research park.
- e. **Key Metrics & Goal:**
 - i. New Business Starts: 15
 - ii. Number of Incubated Businesses: 5
 - iii. R&D Spending: \$500,000

V. Economic Development Marketing

- a. Create new collateral materials to market effective selling points for Pittsburg as a business location.
- b. Develop content that highlights business success stories, including new businesses, major expansions, small business success stories, and others.
- c. Explore creation of a community brand focused on live, work, play.
- d. Marketing campaign to industry specific markets with significant base of PSU alumni.
 - i. Marketing campaign to upcoming and recent graduates.
- e. **Key Metrics to Track:**
 - i. Reach of content via website, print and television, and social media.
 - ii. Campaigns aimed at PSU alumni: 4 minimum

VI. Block22 Community/Economic Development

- a. Development of entrepreneur and community programming at Block22.
 - i. Includes coding program within makerspace program
 - ii. More dual credit courses for high school students.
 - iii. Includes health and wellness programs

- b. Exploration and development of community-wide internship/apprenticeship opportunity platform in coordination with strategically aligned partners including KansasWorks and the Business Education Alliance
- c. Develop mentorship program between area business and community leaders and PSU students and local startups.
- d. Support and participation in the Downtown Advisory Board and Downtown Pittsburg.

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: December 3, 2018

SUBJECT: Agenda Item – December 11, 2018
Disposition of Bids
Elevator and Lift Full Maintenance Contract

Bids will be received on Tuesday, December 11th, 2018 for a full maintenance contract with monthly inspection of elevators and lifts at various City facilities. The period of the contract will be for three (3) years (January 1st, 2019 through December 31st, 2021).

Staff will provide a verbal recommendation for award of the bid to the City Commission at their December 11th, 2018 meeting. Action being requested is to approve or disapprove staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: December 3, 2018

SUBJECT: Agenda Item – December 11, 2018
Disposition of Bids
Annual Fixed Location Generator Inspection & Maintenance

Bids will be received on Tuesday, December 11th, 2018 for annual service of inspection and maintenance of fixed location generators at the different City facilities. The period of the contract will be for three (3) years (January 1st, 2019 through December 31st, 2021).

Staff will provide a verbal recommendation for award of the bid to the City Commission at their December 11th, 2018 meeting. Action being requested is to approve or disapprove staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

RESOLUTION NO. 1215**A RESOLUTION AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF GENERAL OBLIGATION BONDS, SERIES 2019A OF THE CITY OF PITTSBURG, KANSAS, SETTING FORTH THE DETAILS OF SAID SALE; AND PROVIDING FOR THE GIVING OF NOTICE THEREOF.**

BE IT RESOLVED by the Governing Body of the City of Pittsburg, Kansas:

Section 1. That it is hereby determined to be necessary and, therefore, it is hereby authorized, directed and ordered, that General Obligation Bonds, Series 2019A in the maximum principal amount of Two Million One Hundred Thousand Dollars (\$2,100,000) (the "Bonds") of the City, shall be sold at public sale and in the manner provided by law, on Tuesday, January 8, 2019, at 10:00 a.m. C.S.T. The Bonds shall be dated February 7, 2019.

Section 2. That it is hereby further authorized, ordered and directed that the Summary Notice of Bond Sale, in substantially the form attached hereto and made a part hereof by reference as though fully set out herein, shall be published one time not more than 30 days and not less than 6 days prior to the date of said sale as required by law, one time in The Morning Sun, the official newspaper of the City, and one time in the Kansas Register, as provided by law.

Section 3. That the Mayor and other officers of the City are hereby authorized to provide for the preparation of a Preliminary Official Statement, to be "deemed final" except for the omission of certain information as provided in the Securities and Exchange Commission Rule 15c2-12, and the Mayor and Clerk are hereby authorized to execute such Preliminary Official Statement, with such changes thereto as such officials shall deem appropriate, and to use such document in connection with the offering of the Bonds.

Section 4. That the officers and representatives of the City are hereby authorized and directed, after consultation with Springsted Incorporated, as Financial Advisor, and Nichols and Wolfe Chartered, as Bond Counsel, to take such other action as may be necessary to carry out the offering for sale of the Bonds.

Section 5. That it is hereby further authorized, ordered and directed that copies of the Preliminary Official Statement, Official Notice of Bond Sale, and the City's bid form for this issue of Bonds, be distributed to prospective bidders of the Bonds.

ADOPTED THIS 11th day of December, 2018.

CITY OF PITTSBURG, KANSAS

ATTEST:

Mayor

City Clerk

(SEAL)