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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, July 09, 2019**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

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

**CONSENT AGENDA:**

- a. Approval of the June 25, 2019, City Commission Meeting minutes.
- b. Approval of the application submitted by the Pittsburg Kiwanis Club for a Cereal Malt Beverage License for a beer garden to be located at the intersection of 10th and Broadway during the Little Balkans Day Festival from 7:00 p.m. until 11:00 p.m. on Saturday, August 31st, 2019, and authorize the City Clerk to issue the license.
- c. Approval of the application submitted by Leroy Smith for a Cereal Malt Beverage License for the Second Annual Celebration to honor the life of Brandon Smith to be held at the Frisco Event Center (210 East 4th Street) from 4:00 p.m. until 11:00 p.m. on Saturday, July 20th, 2019, and authorize the City Clerk to issue the license.
- d. Approval of Change Order No. 2 reflecting a decrease of \$12,688.57, making a new contract construction amount of \$504,648.61, and final payment due the contractor Blevins Asphalt Construction Co., Inc., of Mt. Vernon, Missouri, in the amount of \$25,956.33 for the 2018 Street Improvements Project.
- e. Approval of staff request to purchase a 2010 Model Roadtec RP190 Paver for the Pittsburg Street Division in the total amount of \$179,467.00 and to enter into a five-year lease/purchase agreement with Commerce Bank (Clayton Holdings), of Pittsburg, Kansas, based on an interest rate of 2.52% and annual payments in the amount of \$37,701.86, and authorize the Mayor to sign the necessary lease/purchase agreement once prepared.
- f. Approval of staff recommendation to approve Olsson Inc. to perform testing and some construction engineering/inspection tasks on milling, overlay and restriping sections of North and South Broadway and areas on South Stilwell on either side of East Centennial for an amount not to exceed \$60,100.00 and that the cost be paid from the City's Street Sales Tax.

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, July 09, 2019**  
**5:30 PM**

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- g. Approval of staff recommendation to accept Allgeier, Martin and Associates, Inc.'s proposal to create and calibrate a Water Distribution Network Model and to provide on-call engineering services relating to the water model for an amount not-to-exceed \$16,000.
- h. Approval of the recommendation of the Planning Commission/Board of Zoning Appeals to vacate of a portion of Warren Street from the South Right-of-Way line of West 1st Street to the North Right-of-Way line of the South Kansas and Oklahoma Railroad Right-of-Way located in the City of Pittsburg, Crawford County, Kansas.
- i. Approval of the Appropriation Ordinance for the period ending July 9, 2019 subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

**SPECIAL PRESENTATIONS:**

- a. PRESENTATION OF THE CITY MANAGERS SUBMITTED 2020 BUDGET - City Manager Daron Hall and Director of Finance Jamie Clarkson will present the City Manager's Submitted Budget for 2020. **Take that action deemed appropriate.**
- b. UPDATE - POTENTIAL MUNICIPALLY OWNED ELECTRIC UTILITY - Deputy City Manager Jay Byers will provide an update on the potential establishment of a municipally owned electric utility. **Take that action deemed appropriate.**

**CONSIDER THE FOLLOWING:**

- a. DEBT AND MORTGAGE SUBORDINATION AGREEMENT - Consider entering into a Debt and Mortgage Subordination Agreement between the City, Arvest Bank, and P & L Development, LLC, placing the City in second position to Arvest Bank for the repayment of funding by P & L Development, LLC in regard to the Silverback Landing Project. **Approve or disapprove the Debt and mortgage Subordination Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, July 09, 2019**  
**5:30 PM**

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- b. RESOLUTION NO. 1223 - Consider approval of Resolution No. 1223 accepting up to \$100,000 from Live Well Crawford County to be utilized by the City of Pittsburg for connectivity of the Community Health Center. **Approve or disapprove Resolution No. 1223 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
  
- c. APPOINTMENTS TO SUSTAINABILITY ADVISORY COMMITTEE - Consider staff request to appoint two individuals to fill unexpired terms as members of the Sustainability Advisory Committee effective immediately and to conclude on December 31, 2020. **Appoint two new members to the Sustainability Advisory Committee.**

**NON-AGENDA REPORTS & REQUESTS:**

- a. BI-MONTHLY BUDGET REVIEW - Director of Finance Jamie Clarkson will provide the June 30, 2019 bi-monthly budget review. **Receive for file.**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
June 25<sup>TH</sup>, 2019

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A Regular Session of the Board of Commissioners was held at 5:30 p.m., on Tuesday, June 25<sup>th</sup>, 2019, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with President of the Board Dawn McNay presiding and the following members present: Sarah Chenoweth, Dan McNally, and Chuck Munsell. Mayor Patrick O'Bryan was absent.

President of the Board McNay led the flag salute.

President of the Board proclaimed June 25<sup>th</sup>, 2019, as Jim Buche Day in Pittsburg.

APPROVAL OF MINUTES – JUNE 11<sup>TH</sup>, 2019 – On motion of Chenoweth, seconded by McNally, the Governing Body approved the June 11<sup>th</sup>, 2019, City Commission Meeting minutes as submitted. Motion carried. Absent: O'Bryan.

RESOLUTION NO. 1222 – On motion of Chenoweth, seconded by McNally, the Governing Body approved Resolution No. 1222, adopting the Kansas Homeland Security Region H Hazard Mitigation Plan, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried. Absent: O'Bryan.

AVIATION AGREEMENT FOR TREE REMOVAL – On motion of Chenoweth, seconded by McNally, the Governing Body approved the Aviation Agreement for Equipment and Associated Facilities between the Kansas Department of Transportation and the City of Pittsburg for an Airport Improvements Project to remove trees in the approach area of Runway 4-22 at the Atkinson Municipal Airport, and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried. Absent: O'Bryan.

AVIATION AGREEMENT TO REPLACE AWOS CEILOMETER AND MAIN CENTRAL DATA – On motion of Chenoweth, seconded by McNally, the Governing Body the Aviation Agreement for Equipment and Associated Facilities between the Kansas Department of Transportation and the City of Pittsburg for an Airport Improvements Project to replace the AWOS ceilometer and main central data unit at the Atkinson Municipal Airport, and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried. Absent: O'Bryan.

CHANGE ORDER AND FINAL PAYMENT – NORTH WALNUT STREET EXTENSION PROJECT - On motion of Chenoweth, seconded by McNally, the Governing Body approved Change Order No. 1 reflecting an increase of \$8,256.00, making a new contract construction amount of \$278,154.78, and final payment due the contractor Heck & Wicker, Inc., of Parsons, Kansas, in the amount of \$28,091.26 for the North Walnut Street Extension Project. Motion carried. Absent: O'Bryan.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
June 25<sup>TH</sup>, 2019

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TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM GRANT APPLICATION – On motion of Chenoweth, seconded by McNally, the Governing Body approved staff request to submit an application to the Kansas Housing Resources Corporation’s (KHRC) Tenant Based Rental Assistance (TBRA) program for a grant in the amount of \$200,000 to be used to provide security deposit and utility deposit assistance to income eligible households, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried. Absent: O’Bryan.

APPROPRIATION ORDINANCE – On motion of Chenoweth, seconded by McNally, the Governing Body approved the Appropriation Ordinance for the period ending June 25, 2019, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Chenoweth, McNally, McNay and Munsell. Motion carried. Absent: O’Bryan.

SPECIAL PRESENTATION – FIVE YEAR FINANCIAL FORECAST – Following a presentation by City Manager Daron Hall and Finance Director Jamie Clarkson regarding the City’s Five Year Financial Forecast, on motion of Chenoweth, seconded by McNally, the Governing Body adopted the City’s Five Year Financial Plan. Motion carried. Absent: O’Bryan.

NON-AGENDA REPORTS AND REQUESTS –

CITY MANAGER COMMENTS – City Manager Daron Hall recognized improvements to the City Commission meeting room and reported that a majority of the work was performed in house by City staff.

620 DAY EVENT – President of the Board McNay thanked City staff and the Pittsburg Downtown Advisory Board for their hard work to make the 620 Day Event such a success. It was reported that the event was attended by 1000 people.

SOUTH ROUSE STREET PROJECT – Commissioner Munsell asked about the time frame for completing the South Rouse Street Project as he has had several concerns from citizens with regard to traffic safety and the use of the temporary road. City Manager reported that the project has been delayed because of all the rain, but that the contractor is working diligently to complete the project. Mr. Hall indicated that City staff recently sent out letters to people affected by the project to provide them with an update on the project.

STORM CLEAN UP – President of the Board McNally thanked City staff for their hard work removing debris after the recent storm.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
June 25<sup>TH</sup>, 2019

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2019 SURFACE PRESERVATION PROJECT – Public Utilities Director Matt Bacon reported that construction has begun on the street sales tax mill and overlay project on North and South Broadway and on South Stillwell and the adjoining streets in Random Estates and should be completed around the first of August.

STREET IMPROVEMENTS – Commissioner Chenoweth thanked City staff for the improvements made to West 5<sup>th</sup> and 6<sup>th</sup> Streets.

ADJOURNMENT: On motion of Munsell, seconded by Chenoweth, the Governing Body adjourned the meeting at 6:30 p.m. Motion carried. Absent: O'Bryan.

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Dawn McNay, President of the Board

ATTEST:

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Joye Van Gorden, Deputy City Clerk



DEPARTMENT OF PUBLIC WORKS

(620) 231-4170

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

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** June 25, 2019

**SUBJECT:** Agenda Item – July 9, 2019  
Final Payment and Change Order No. 2  
2018 Street Improvements Project

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The contractor, Blevins Asphalt Construction Co., Inc. of Mt. Vernon, Missouri, has completed all work on the above-referenced project and is now requesting final payment. They have also submitted Change Order 2 for consideration. This change order reflects a decrease of \$12,688.57 and covers adjustment in planned quantities. If approved, the new contract construction amount will be \$504,648.61.

The Governing Body previously approved Change Order No. 1 to add improvements to South Stilwell Street, Thomas Street, South Taylor, Stilwell Circle, and Osage Street to the scope of the project for a total cost of \$187,795.97. This work was later removed from the contract due to time restraints for the contractor to complete the work. This work was added to the 2019 Surface Preservation Project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 9, 2019. Action necessary will be approval or disapproval of Change Order No. 1 and for final payment to Blevins Asphalt Construction Co., Inc. in the amount of \$25,956.33. This project is being funded by sales tax street program funds.

Attachment: Final Payment Documents



**DEPARTMENT OF PUBLIC WORKS**  
201 W. 4th Street · Pittsburg KS 66762

PROJECT: 2018 STREET IMPROVEMENTS - Mill and Resurfacing of West Quincy and Countryside Addition

DATE: May 29, 2019  
PAY ESTIMATE: FINAL

CONTRACTOR: Blevins Asphalt Construction Co., Inc.  
PO Box 230  
Mt. Vernon, Missouri 64712

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	ADD QUANTITY	UNIT	NEW QUANTITY	NEW CONTRACT AMOUNT	% COMPLETE	VALUE
1	Mobilization	1	L.S.	\$ 6,165.00	\$ 6,165.00						\$ 6,165.00
2	Traffic Control	1	L.S.	\$ 11,500.00	\$ 11,500.00						\$ 11,500.00
3	Site Restoration	1	L.S.	\$ 4,325.00	\$ 4,325.00						\$ 4,325.00
4	Pavement Removal	270	S.Y.	\$ 30.82	\$ 8,321.40	-24		246			\$ 7,581.72
5	8" Concrete Valley Gutter	270	S.Y.	\$ 79.82	\$ 21,551.40	-55.8		214			\$ 17,097.44
6	8" Concrete Pavement	28	S.Y.	\$ 127.50	\$ 3,570.00	3.8		31.8			\$ 4,054.50
7	6" Aggregate Base	221	S.Y.	\$ 11.10	\$ 2,453.10	25.0		246			\$ 2,730.60
8	Milling	51,053	S.Y.	\$ 2.11	\$ 107,721.83						\$ 107,721.83
9	HMA Commercial Grade (Class A)	6,119	Tons	\$ 56.55	\$ 346,029.45	-137.7		5,981.30			\$ 338,242.52
10	Water Valve Concrete Pads	10	Each	\$ 470.00	\$ 4,700.00	-1		9			\$ 4,230.00
11	Transporting Salvagable Material	1	L.S.	\$ 1,000.00	\$ 1,000.00						\$ 1,000.00

Original Contract Construction Amount	\$ 517,337.18
Value of Completed Work	\$ 504,648.61
Less 5% Retainage	\$ -
Less Previous Estimates	\$ 478,692.28
Total Deductions	\$ 478,692.28
Amount Due Contractor on this Estimate	\$ 25,956.33

REQUESTED BY: BLEVINS ASPHALT CONSTRUCTION CO., INC.

 DATE: 6-17-19

REVIEWED BY: GREG HARDISTER, ENGINEERING SUPERVISOR, CITY OF PITTSBURG

 DATE: 6-24-19

APPROVED BY: CAMERON ALDEN, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER, CITY OF PITTSBURG

 DATE: 06-24-19



**2018 Street Improvements**  
 Mill & Resurfacing of West Quincy & Countryside Addition  
**Change Order No. 2**

CONTRACTOR: Blevins Asphalt Construction Co., Inc. Date: May 29, 2019  
 P.O. Box 230  
 Mt. Vernon, Missouri 64712

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$ 517,337.18
CHANGE ORDER NO. 1 DATED 09-25-2018 (WORK FOR AN ADDITIONAL AMOUNT OF \$187,795.97 HAS BEEN REMOVED FROM CONTRACT)	\$ -
CHANGE ORDER NO. 2 DATED 05-16-2019.....	\$ (12,688.57)
NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 504,648.61

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
4	Pavement Removal	-24	S.Y.	\$ 30.82	\$ (739.68)
5	8" Concrete Valley Gutter	-55.8	S.Y.	\$ 79.82	\$ (4,453.96)
6	8" Concrete Pavement	3.8	S.Y.	\$ 127.50	\$ 484.50
7	6" Aggregate Base	25.0	S.Y.	\$ 11.10	\$ 277.50
9	HMA Commercial Grade (Class A)	-137.7	Tons	\$ 56.55	\$ (7,786.94)
10	Water Valve Concrete Pads	-1	Each	\$ 470.00	\$ (470.00)
TOTAL CHANGE ORDER NO. 1.....					\$ (12,688.57)
NEW CONTRACT CONSTRUCTION AMOUNT.....					\$ 504,648.61
ENGINEERING AND INSPECTION (10%).....					\$ -
LEGAL AND ADMINISTRATIVE (5%).....					\$ -
NEW PROJECT TOTAL.....					\$ 504,648.61

ACCEPTED BY: BLEVINS ASPHALT CONSTRUCTION CO., INC.

*[Signature]* \_\_\_\_\_ DATE: 6-12-19

SUBMITTED BY: GREG HARDISTER, ENGINEERING SUPERVISOR, CITY OF PITTSBURG

*[Signature]* \_\_\_\_\_ DATE: 6-24-19

APPROVED BY: CAMERON ALDEN, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER, CITY OF PITTSBURG

*[Signature]* \_\_\_\_\_ DATE: 06-24-19

DATE OF APPROVAL BY CITY COMMISSION: \_\_\_\_\_



**DEPARTMENT OF PUBLIC WORKS**  
 201 W. 4th Street • Pittsburg KS 66762

**FINAL PAYMENT DUE CONTRACTOR**

PROJECT: 2018 Street Improvements  
 Milling & Overlay of West Quincy and Countryside Addition  
 Date: May 29, 2019

CONTRACTOR: Blevins Asphalt Construction Co., Inc.  
 PO Box 230  
 Mt. Vernon, Missouri 64712

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$	517,337.18
CHANGE ORDER NO. 1 DATED 09-25-2018 (WORK FOR ADDITIONAL AMOUNT OF \$187,795.97 REMOVED FROM CONTRACT).....	\$	-
CHANGE ORDER NO. 2 DATED 05-16-2019.....	\$	(12,688.57)
TOTAL CONSTRUCTION COST.....	\$	504,648.61
Less Previous Payments.....	\$	478,692.28
BALANCE DUE CONTRACTOR (FINAL PAYMENT).....	\$	25,956.33

ACCEPTED BY: Blevins Construction Co., Inc.

*John Cohen*

DATE: 6-17-19

SUBMITTED BY: Greg Hardister, Engineering Supervisor, City of Pittsburg

*Greg Hardister*

DATE: 6-24-19

APPROVED BY: Cameron Alden, Director of Public Works/City Engineer, City of Pittsburg

*Cameron Alden*

DATE: 06-24-19

DATE OF APPROVAL BY CITY COMMISSION: \_\_\_\_\_



Bond #54222046

TO: CITY CLERK  
CITY OF PITTSBURG  
PITTSBURG, KANSAS 66762

PROJECT: City of Pittsburg, Kansas  
2018 Street Improvements Project

In accordance with the provisions of the Contract of the above Project, I/We hereby certify and swear that all subcontractors, vendors, persons or firms who have furnished labor or materials for the work, and all rentals of materials, equipment, or property used in connection with the work, and that all taxes have been paid in full or otherwise satisfied.

<p>State of <del>Kansas</del>, <u>Missouri</u> <u>Lawrence</u> County</p> <p>On this <u>12</u> day of <u>June</u>, 20<u>19</u>, before me, a Notary Public in and for the aforementioned County and State, personally appeared <u>Adam Boswell</u>, to me known to be the identical person who executed the above statement.</p> <p><u>Melinda Wilford</u> Notary Public</p> <p>My Commission Expires: <u>1/21/2021</u></p>	<p>Contractor: <u>Blevins Asphalt Construction Company, Inc.</u></p> <p>By: <u>[Signature]</u></p> <p>Title: <u>VP</u></p> <p>Seal: _____ (If Corporate)</p>
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The United Fire & Casualty Company, Surety Company on bond for the above project hereby approves the final payment to the Contractor, and agrees that the final payment shall not relieve the Surety Company of any of its obligations to the City of Pittsburg as set forth in the Surety Company's bond.

IN WITNESS this 12th day of June, ~~2019~~

(SEAL):

United Fire & Casualty Company  
[Signature]  
Kelly R. Watson, Attorney-in-Fact  
Signature of Authorized Representative

ATTORNEY-IN-FACT  
RESIDENT AGENT. N/A

cc: Engineering Division



KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KELLY R. WATSON, LINDA S. REYNOLDS, CHANDLER H. CULLOR, MARK E. GARDNER, SANDRA BURNETT, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

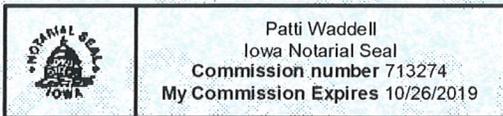
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 2nd day of November, 2017



UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY  
By: *Dennis J. Richmann*  
Vice President

State of Iowa, County of Linn, ss:

On 2nd day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
Notary Public  
My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 12th day of June, 2019.



By: *Mary A. Bertsch*  
Assistant Secretary,  
UF&C & UF&I & FPIC

Tax Policy Group  
915 SW Harrison St  
Topeka, KS 66612-1588



Phone: 785-296-3081  
Fax: 785-296-7928  
www.ksrevenue.org

Samuel M. Williams, Secretary

Department of Revenue

Jeff Colyer, M.D., Governor

## STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

201 W 4th St  
Street Address

Pittsburg  
City

KS  
State

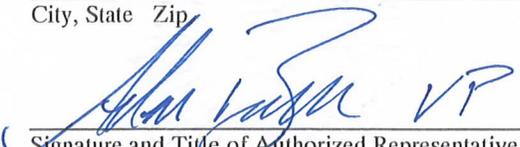
66762  
Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number** 0000071109, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

Blevins Asphalt Construction Co., Inc.  
Contractor / Subcontractor

P.O. Box 230  
P.O. Box and/or Street Number and Name

Mt. Vernon, Missouri 64712  
City, State Zip

  
Signature and Title of Authorized Representative

6-18-19  
Date

### INSTRUCTIONS

Upon completion of a tax exempt project, the contractor must furnish this certification to the exempt entity for which the work was performed. The exempt entity needs to retain this document in their files and record the actual date that the project was completed on-line at <https://www.kdor.ks.gov/apps/kesc/>. All invoices must be retained by the contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Utilities

**DATE:** July 3, 2019

**SUBJECT:** Agenda Item – July 9, 2019  
Street Division Paver Leasing

---

The City of Pittsburg recently placed an advertisement in the newspaper and sent out RFQ's to seek quotes from financial institutions for the financing of a 2010 Model Roadtec RP190 Paver for use by the Pittsburg Street Division. The specifics of the purchase are as follows:

- Total Contract Price of \$179,467.00 (see attached proposal for equipment descriptions).
  - 2010 Model Roadtec RP190 Paver Serial #372
    - 300 current hours
    - Carlson EZ4 Screed with New Screed Plates
    - MOBA Grade and Slope Controls.
    - Hydraulic Power Tunnel Extensions
    - Heated Endgates
    - Truck Hitch
    - Extended 3-Year 2000 Hour Powertrain Plus with Travel Time and Mileage \$18,467.00
    - Price included extended warranty \$179,467.00
- Quotes shall include these lease options:
  - 5 year lease / purchase
  - 5 annual payments, first at delivery of equipment
- Quotes shall include the annual payment amount, payment schedule, and interest rate.
- Quotes shall include the bidders lease purchase agreement which will be subject to the provisions of KSA 10-1116b and KSA 10-1116c and the City of Pittsburg's purchasing policy.

**MEMO TO: DARON HALL**  
**JULY 3, 2019**  
**PAGE TWO**

- All quotes shall be viable for a minimum of 30-days from submission.

RFQ's were sent out to 12 local financial institutions. A total of 3 quotes were received in response to the request (see attached RFQ acknowledgement sheet).

City staff has evaluated the quotes received and is requesting Governing Body approval to purchase the equipment in the amount of \$179,467.00 and to enter into a five year lease/purchase agreement with Commerce Bank (Clayton Holdings), of Pittsburg, based on an interest rate of 2.52% and annual payments in the amount of \$37,701.86.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 9<sup>th</sup>, 2019. Action necessary will be approval or disapproval of the equipment leasing proposal submitted by Commerce Bank and, if approved, authorize the Mayor to sign the necessary lease/purchase agreement once prepared.

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

Attachment: RFQ Acknowledgement Sheet



**Acknowledgement of Quotes Received  
 Purchase of 2010 Model Roadtec RP190 Paver  
 Street Division  
 Tuesday, July 2<sup>nd</sup>, 2019 – 2:00 p.m.**

NAME/ADDRESS OF BIDDER	PERCENTAGE RATE /ANNUAL PAYMENT
Arvest Bank 2313 South Rouse Pittsburg, Kansas 66762	3.33 % \$38,282.61
US Bank 306 North Broadway Pittsburg, KS 66762	2.57% \$37,737.72
Commerce Bank 100 South Broadway / PO Box 326 Pittsburg, KS	2.52% \$37,701.86



## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** July 3, 2019

**SUBJECT:** Agenda Item – July 9, 2019  
Material and Construction Inspection for 2019 Street Improvements

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As part of its ongoing street maintenance, the City is performing a mill and overlay and restriping sections of North Broadway and South Broadway as well as a mill and overlay in the area around South Stillwell on either side of Centennial. Along the Broadway portions, a higher-grade asphalt mix is being used due to the traffic and loading on Broadway. The City is using Olsson Inc., one of its on-call engineering firms, to perform material testing and some construction engineering/inspection tasks.

Olsson Inc. has proposed to perform construction engineering for a not-to-exceed cost of \$60,100.00 based on 10 days for 50 working days. The contractor's current schedule is for less than half of that time so the final cost is expected to be significantly less than the proposed not-to-exceed amount. Olsson Inc.'s costs are to be paid out of the City's Street Sales Tax.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 9, 2019. Action being requested is approval of Olsson Inc. proposal and that it be paid from the City's Street Sales Tax.

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** July 3, 2019

**SUBJECT:** Agenda Item – July 9, 2019  
Water Distribution Network Model

---

The City would like to move forward with a Water Distribution Network Model (model) as well as having a Firm perform on-call duties related to analysis of the Water Distribution System. Having a Water Distribution Network Model allows the City to run many different analyses on the current system as well as how future changes would affect the system. The model can also perform a hydrant flow analysis that will provide fireflows for each hydrant without having to physically test each hydrant in the system. Prior to this year, the Fire Department flow tested every hydrant as they did a system flush which added significant time to their efforts and extended the impacts of the system flush to the water customers. The Fire Department's efforts in performing the annual flow tests has helped maintain the City's ISO rating. Thanks to these efforts and other improvements to the system, the City now has an ISO rating of 2.

After reviewing many proposals, the City staff recommend using Allgeier, Martin and Associates, Inc. of Joplin to create a model using the City's GIS shape files and other information from the City's water utility. City staff also recommends using Allgeier, Martin and Associates, Inc. for on-call services related updating the water model and running any analysis using the model, such as an annual fire flow analysis. The proposal cost for the generation of the initial model, calibration of the model, and running of the fire flow analysis is a not-to-exceed fee of \$16,000.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 9, 2019. Action being requested is acceptance of Allgeier, Martin and Associates, Inc.'s proposal to create and calibrate a Water Distribution Network Model and to provide on-call engineering services relating to the water model.

Attachment: Proposal



June 5, 2019

Mr. Cameron Alden  
Public Works Director  
201 W. 4th Street  
Pittsburg, KS 66762

Re: Proposal for Water Distribution Network Model

Mr. Cameron Alden and Selection Committee:

Thank you for shortlisting Allgeier Martin in your selection process to retain an engineer to revitalize your water system model and provide ongoing on-call engineering services. We understand that the City would like this proposal to include:

1. A maximum fee to generate a working model of the water system based on the existing GIS information provided by the City. This task will also include running a fire flow analysis within the hydraulic model once it is fully functional and calibrated.
2. Provide a rate schedule for the hourly rates at which on-call services will be provided over the next five years for use of the hydraulic model to evaluate scenarios as directed by the City.

**Water Model Maximum Fee:**

Maximum Fee: \$16,000.

After reviewing the GIS shape files made available to us, we anticipate the generation of the water line layout for the model to be relatively simple. We did not receive any information on the meter locations, water tower elevations, pumping rates or actual water usage, which we can work with the City to obtain as the project progresses. The scope we envision for this task would include creating a functioning water system model, based on the information made available through the City GIS mapping and running a steady state analysis and fire flow analysis to provide a base line of results. From that point we would calibrate the model with hydrant testing information provided by the fire department (if available) and pressure and flow testing data obtained by our staff (1 day of field-testing hydrants). This field data would be utilized to calibrate the model. If additional investigation and modification of the model is needed, we would review our model for errors or omissions and work with the City to determine any inaccuracies until a model calibrated to within industry standards is achieved.

**“On-Call Services”**

Fee: See attached rate fee and task schedule, below.

Allgeier Martin can provide on-call services related to model updates, model evaluations, assistance with City personnel training on the model software or whatever needs arise. These services would be provided on an hourly basis based on the rate schedule attached. Due to the five-year term of the contract, we are providing a discounted rate schedule that holds the rates constant for the first year and a half (present through December 31, 2020), then modestly increases them the remaining years.

If desired, we offer a lump sum fee for tasks associated with a few common services utilizing a hydraulic model. These tasks are for the basic, straight forward scenarios described herein. A more complex situation would be handled based on the hourly rates. If the situation warrants, we may administer hourly rates instead of established fees stated below, which will be determined at the time the City requests on-call services. If the City prefers that all on-call service be provided simply on an hourly rate, that option would be acceptable to Allgeier Martin too. We are flexible in how the on-call contract is established.

**1. Review and evaluation of proposed users - \$1,000** If the City is requested to provide water service to a new facility on existing system lines and there are concerns as to if the system can provide the necessary pressure and flow, the model could be used to determine the ability of the system to meet this new demand. The City would need to provide the service location and either the pressure and flow required or enough information from the owner to determine a typical pressure and flow requirement for the planned connection. After review of this scenario within the model, a letter would be provided to the City recommending for or against the allowance of this additional connection to the system. The letter will include a description of the basic hydraulic information that was utilized in addition to an explanation of the recommendation.

**2. Review of Water Line Extensions - \$2,500** If the City is requested to provide water service to a new area, industry or development that requires a water line extension, the same information as above would be required and a letter would be generated to convey the determination. In addition, the letter will include a description of the necessary water line extension(s), size and length of the water line to be constructed, and the basic hydraulic information utilized. This does not include detailed plans and specifications for the water line.

We have also attached a copy of a sample contract for on-call services we have used recently for a nearby water district. While the contract references some sewer services too, it could easily be modified to be utilized for the City of Pittsburg water system on-call services, if desired. We also refer you to page 8 of our qualifications which lists 19 additional cities and water districts for whom we perform on-call engineering services.

We appreciate the opportunity to provide this proposal to the City, and look forward to the potential of collaborating with your staff to benefit of the community of Pittsburg.

If this proposal does not address all of your questions or concerns, please feel free to contact us so that we can discuss any additional items you would like us to explain.

Sincerely,

**ALLGEIER, MARTIN and ASSOCIATES, INC.**



Chris Erisman, P.E.  
First Vice President, Principle-In-Charge



J. Eric DeGruson, P.E.  
Vice President, Project Manager

Enclosure(s)



## Rate Schedule 2019 through 2023

### Labor Rates

#### Hourly Billing Rate

Classification	01/01/2019 thru 12/31/2020	01/01/2021 thru 12/31/2021	01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023
Principal/Engineer V	\$209	\$217	\$226	\$235
Principal/Engineer IV	\$191	\$198	\$206	\$214
Principal/Engineer III	\$174	\$180	\$187	\$194
Project Manager/Engineer II	\$155	\$161	\$167	\$173
Project Manager/Engineer I	\$140	\$145	\$151	\$157
Technician III/GIS Specialist	\$128	\$133	\$138	\$143
Technician III	\$108	\$112	\$116	\$120
Technician II	\$95	\$99	\$103	\$107
Technician I	\$89	\$92	\$96	\$100
Two-Man GPS Survey Crew	\$180	\$187	\$194	\$202
One-Man GPS Survey Crew	\$140	\$146	\$152	\$158
Three-Man Survey Crew	\$201	\$209	\$217	\$225
Two-Man Survey Crew	\$155	\$161	\$167	\$173
Registered Land Surveyor II	\$166	\$173	\$180	\$187
Registered Land Surveyor I	\$144	\$150	\$156	\$162
Survey Crew Member	\$73	\$76	\$79	\$82
Right of Way Specialist	\$111	\$115	\$120	\$125
Project Representative III	\$108	\$112	\$116	\$121
Project Representative II	\$95	\$99	\$103	\$107
Project Representative I	\$89	\$92	\$96	\$100
Secretary/Assistant	\$72	\$75	\$78	\$81
Print Specialist	\$72	\$75	\$78	\$81

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

### Non-Labor Rates

Item	Rate
Travel	\$0.58 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

The rates set forth on this initial Rate Schedule shall be the rates provisions in effect from the date of this Agreement until December 31, 2023. Allgeier Martin will revise the Rate Schedule annually after that date for as long as the Agreement is in effect and will submit the revised Rate Schedule to the City of Pittsburg for approval to become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of 2024.

Following are the classifications for the personnel most likely to be involved in the project.

Name	Project Role	Project Activities	Classification
Chris Erisman, PE	Principal-In-Charge	Oversight and Quality Assurance	Engineer IV
Eric DeGruson, PE	Project Manager	Project Execution and Point of Contact	Engineer III
John Briggs, PE	Lead Project Engineer	Water Modeling, System Analysis	Engineer II
Sarah Simon, PE	Project Engineer	Water Modeling, System Analysis	Engineer II
Bob Sell, EI	Assist. Project Engineer	Data Compilation, Water Modeling	Engineer I
Chris Morgan	GIS Specialist	Assistance with GIS Data Manipulation	Tech III/ GIS
Dienna Boley	Clerical	Data Entry	Secretary



DEPARTMENT OF PUBLIC WORKS

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

(620) 231-4170

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** DEXTER NEISLER  
Zoning Administrator

**DATE:** July 3, 2019

**SUBJECT:** Agenda Item – July 9, 2019  
PUBLIC HEARING  
Request to Vacate a portion of Warren Street from the South Right-of-Way line of West 1st Street to the North Right-of-Way line of the South Kansas and Oklahoma Railroad Right-of-Way

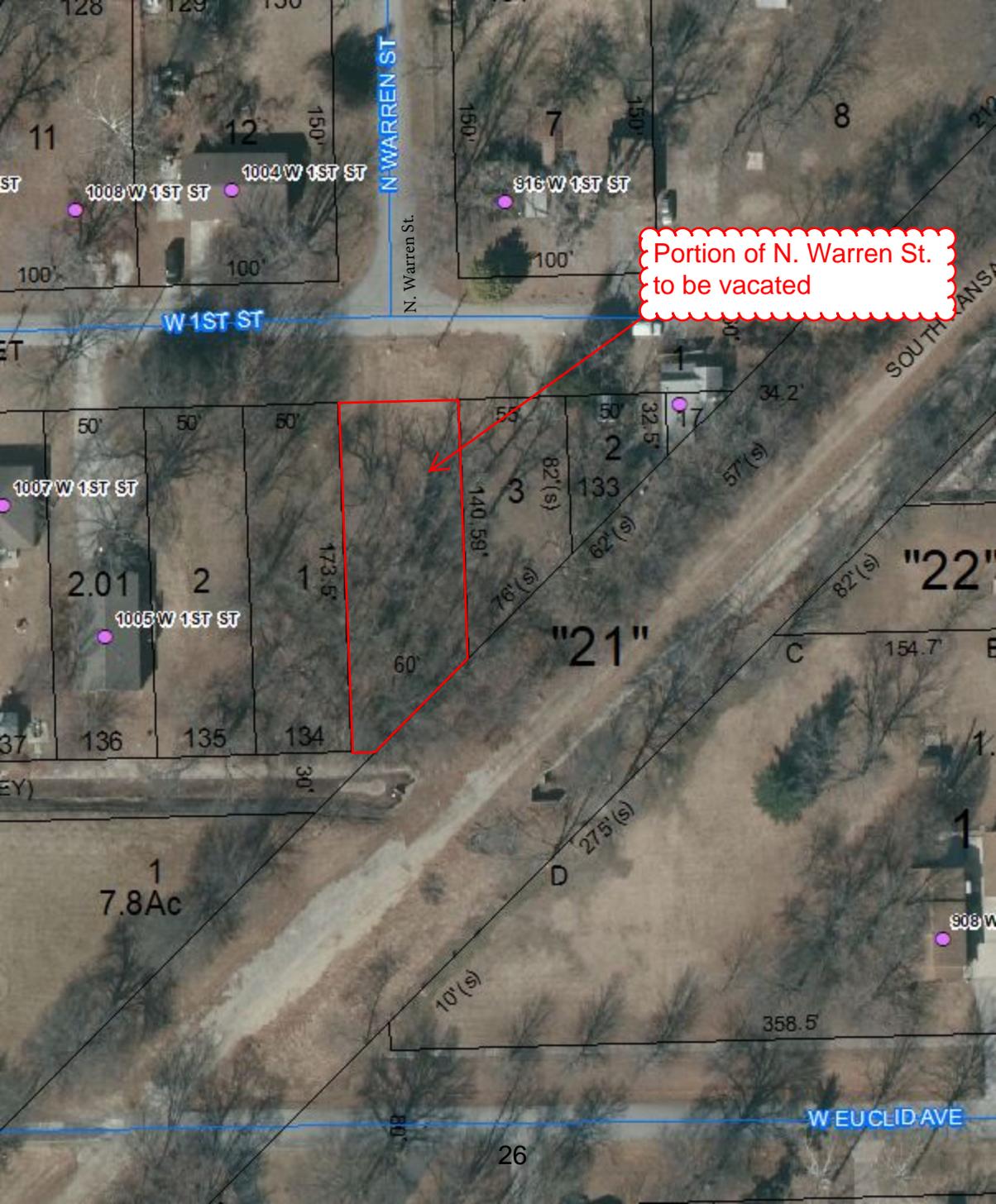
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The Planning Commission/Board of Zoning Appeals, during a Public Hearing in its meeting of June 24, 2019, considered a request submitted by Sharon Westpfahl of Wheeler and Mitchelson, Chartered, to vacate a portion of Warren Street from the South Right-of-Way line of West 1st Street to the North Right-of-Way line of the South Kansas and Oklahoma Railroad Right-of-Way located in the City of Pittsburg, Crawford County, Kansas. (see attached map).

After reviewing all the evidence presented, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend to the Governing Body **approval** to vacate this street. Action being requested is to review this request and, if approved, direct the City Attorney to prepare the necessary Order.

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

Attachment: Map



Portion of N. Warren St.  
to be vacated

N WARREN ST  
N. Warren St.

W 1ST ST

W EUCLID AVE

SOUTH KANSAS

11 12  
1008 W 1ST ST 1004 W 1ST ST

7  
916 W 1ST ST

1007 W 1ST ST  
2.01 2  
1005 W 1ST ST

3  
140.59'  
82'(s)  
76'(s)

"21"

"22"

1  
7.8Ac

26

908 W

VENDOR SET: 99 City of Pittsburg, KS  
BANK: \* ALL BANKS  
DATE RANGE: 6/15/2019 THRU 7/02/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	6/28/2019			185025		
C-CHECK	VOID CHECK	V	6/28/2019			185026		

\* \* 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	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	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	6/28/2019			000000		46,016.51
0728	ICMA	D	6/28/2019			000000		660.00
1050	KPERS	D	6/28/2019			000000		41,440.34
3079	COMMERCE BANK	D	6/25/2019			000000		65,461.59
5904	TASC	D	6/28/2019			000000		6,226.46
6415	GREAT WEST TANDEM KPERS 457	D	7/01/2019			000000		4,608.83
6952	ADP INC	D	6/21/2019			000000		8,300.65
7290	DELTA DENTAL OF KANSAS INC	D	6/21/2019			000000		4,458.30
7290	DELTA DENTAL OF KANSAS INC	D	6/28/2019			000000		957.00
7877	CORESOURCE	D	6/20/2019			000000		37,447.41
7877	CORESOURCE	D	6/27/2019			000000		28,285.58
8051	AFLAC GROUP INSURANCE	D	6/21/2019			000000		3,182.08
0046	ETTINGERS OFFICE SUPPLY	E	6/17/2019			004835		171.28
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	6/17/2019			004836		961.00
0084	INTERSTATE EXTERMINATOR, INC.	E	6/17/2019			004837		120.00
0105	PITTSBURG AUTOMOTIVE INC	E	6/17/2019			004838		90.71
0112	MARRONES INC	E	6/17/2019			004839		77.35
0276	JOE SMITH COMPANY, INC.	E	6/17/2019			004840		4,665.09
0294	COPY PRODUCTS, INC.	E	6/17/2019			004841		59.84
0577	KANSAS GAS SERVICE	E	6/17/2019			004842		275.37
0746	CDL ELECTRIC COMPANY INC	E	6/17/2019			004843		700.32
0785	REDICO INDUSTRIAL SUPPLY INC	E	6/17/2019			004844		181.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 6/15/2019 THRU 7/02/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0806	JOHN L CUSSIMANIO	E	6/17/2019			004845		292.00
0823	TOUCHTON ELECTRIC INC	E	6/17/2019			004846		2,302.39
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	6/17/2019			004847		1,510.65
2707	THE LAWNSCAPE COMPANY, INC.	E	6/17/2019			004848		570.00
2825	STATE OF KANSAS	E	6/17/2019			004849		452.05
2921	DP2 BILLING SOLUTIONS, LLC	E	6/17/2019			004850		4,675.55
2994	COMMERCIAL AQUATIC SERVICE INC	E	6/17/2019			004851		116.55
3185	JOHN W. PETERSON	E	6/17/2019			004852		100.00
4085	GILMORE & BELL	E	6/17/2019			004853		4,954.50
4452	RYAN INSURANCE, LLC	E	6/17/2019			004854		140.00
5506	MICHAEL E BROWN	E	6/17/2019			004855		440.00
6508	JOHN H BAILEY	E	6/17/2019			004856		27.80
6777	DH PACE CO	E	6/17/2019			004857		420.80
7377	US AWARDS INC	E	6/17/2019			004858		650.00
7407	LIMELIGHT MARKETING LLC	E	6/17/2019			004859		475.00
7427	OLSSON INC	E	6/17/2019			004860		18,023.44
7514	NTHERM, LLC	E	6/17/2019			004861		277.61
7735	ELIZABETH KING	E	6/17/2019			004862		32.00
7739	COMMUNITIES IN SCHOOLS OF MID	E	6/17/2019			004863		10,000.00
7743	JACKIE D COLTRANE	E	6/17/2019			004864		5.00
7744	DARREN L SWARTZ	E	6/17/2019			004865		105.00
7749	CHARLIE PHILLIPS	E	6/17/2019			004866		65.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7905	FAITHFUL OAKS, LLC	E	6/17/2019			004867		3.00
8079	GWG JOPLIN, LLC	E	6/17/2019			004868		168.00
7791	C4 HOLDINGS LLC	E	6/24/2019			004869		463.40
0046	ETTINGERS OFFICE SUPPLY	E	6/24/2019			004870		633.53
0054	JOPLIN SUPPLY COMPANY	E	6/24/2019			004871		853.37
0101	BUG-A-WAY INC	E	6/24/2019			004872		40.00
0105	PITTSBURG AUTOMOTIVE INC	E	6/24/2019			004873		2,023.16
0112	MARRONES INC	E	6/24/2019			004874		370.09
0116	DANIEL E BRADEN	E	6/24/2019			004875		25.00
0133	JIM RADELL CONSTRUCTION INC	E	6/24/2019			004876		26,865.00
0142	HECKERT CONSTRUCTION CO INC	E	6/24/2019			004877		43,706.72
0181	INGRAM	E	6/24/2019			004878		24.56
0294	COPY PRODUCTS, INC.	E	6/24/2019			004879		1,445.92
0317	KUNSHEK CHAT & COAL CO, INC.	E	6/24/2019			004880		2,602.38
0328	KANSAS ONE-CALL SYSTEM, INC	E	6/24/2019			004881		556.80
0332	PITTCRAFT PRINTING	E	6/24/2019			004882		168.00
0335	CUSTOM AWARDS, LLC	E	6/24/2019			004883		25.00
0345	VICTOR L PHILLIPS CO	E	6/24/2019			004884		343.20
0409	WISEMAN'S DISCOUNT TIRE INC	E	6/24/2019			004885		148.84
0422	DEMCO, INC	E	6/24/2019			004886		104.40
0516	AMERICAN CONCRETE CO INC	E	6/24/2019			004887		2,666.38
0530	THYSSENKRUPP CORPORATION	E	6/24/2019			004888		294.24

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0577	KANSAS GAS SERVICE	E	6/24/2019			004889		3,287.09
0610	THOMAS VACCA	E	6/24/2019			004890		405.00
0659	PAYNES INC	E	6/24/2019			004891		1,846.93
0746	CDL ELECTRIC COMPANY INC	E	6/24/2019			004892		6,281.96
0806	JOHN L CUSSIMANIO	E	6/24/2019			004893		255.00
0823	TOUCHTON ELECTRIC INC	E	6/24/2019			004894		1,261.41
0844	HY-FLO EQUIPMENT CO	E	6/24/2019			004895		17.77
1033	BOLLINGER GROUP, LLC	E	6/24/2019			004896		100.00
1097	BARCO MUNICIPAL PRODUCTS INC	E	6/24/2019			004897		2,224.80
1199	SCURLOCK INDUSTRIES CORP	E	6/24/2019			004898		6,639.36
1478	KANSASLAND TIRE OF PITTSBURG	E	6/24/2019			004899		237.15
1609	PHIL O'MALLEY	E	6/24/2019			004900		1,133.25
1792	B&L WATERWORKS SUPPLY, LLC	E	6/24/2019			004901		5,402.49
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	6/24/2019			004902		1,262.94
2161	RECORDED BOOKS, LLC	E	6/24/2019			004903		96.64
2767	BRENNTAG SOUTHWEST, INC	E	6/24/2019			004904		1,436.00
2960	PACE ANALYTICAL SERVICES INC	E	6/24/2019			004905		5,605.00
3248	AIRGAS USA LLC	E	6/24/2019			004906		1,624.83
4059	PSU - PRINTING & DESIGN SERVI	E	6/24/2019			004907		32.53
4307	HENRY KRAFT, INC.	E	6/24/2019			004908		133.68
5014	MID-AMERICA SANITATION	E	6/24/2019			004909		3,200.00
5195	FERN AND ANGERMAYER LLC	E	6/24/2019			004910		1,530.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 6/15/2019 THRU 7/02/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5464	TURN-KEY MOBILE INC	E	6/24/2019			004911		1,278.00
5514	JOE NOGA	E	6/24/2019			004912		750.00
5855	SHRED-IT US JV LLC	E	6/24/2019			004913		97.33
6402	BEAN'S TOWING & AUTO BODY	E	6/24/2019			004914		2,598.40
6528	GALE GROUP/CENGAGE	E	6/24/2019			004915		24.00
6595	AMAZON.COM, INC	E	6/24/2019			004916		10,320.48
7028	MATTHEW L. FRYE	E	6/24/2019			004917		400.00
7038	SIGNET COFFEE ROASTERS	E	6/24/2019			004918		86.25
7128	SWABY MFG	E	6/24/2019			004919		4,169.00
7138	OME CORP, LLC	E	6/24/2019			004920		192.00
7167	MAILFINANCE, INC	E	6/24/2019			004921		345.93
7407	LIMELIGHT MARKETING LLC	E	6/24/2019			004922		3,306.00
7620	POMP'S TIRE SERVICE INC	E	6/24/2019			004923		605.00
7655	HW ACQUISITIONS, PA	E	6/24/2019			004924		2,208.88
8057	THE BOOK FARM, INC.	E	6/24/2019			004925		9.99
5340	COMMERCE BANK TRUST	E	6/27/2019			004927		143,622.27
0021	CUES	E	7/01/2019			004928		272.17
0044	CRESTWOOD COUNTRY CLUB	E	7/01/2019			004929		227.00
0046	ETTINGERS OFFICE SUPPLY	E	7/01/2019			004930		468.71
0054	JOPLIN SUPPLY COMPANY	E	7/01/2019			004931		992.45
0055	JOHN'S SPORT CENTER, INC.	E	7/01/2019			004932		120.00
0084	INTERSTATE EXTERMINATOR, INC.	E	7/01/2019			004933		100.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: 80144 BMO HARRIS BANK  
DATE RANGE: 6/15/2019 THRU 7/02/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0101	BUG-A-WAY INC	E	7/01/2019			004934		20.00
0105	PITTSBURG AUTOMOTIVE INC	E	7/01/2019			004935		303.52
0117	THE MORNING SUN	E	7/01/2019			004936		73.30
0199	KIRKLAND WELDING SUPPLIES	E	7/01/2019			004937		121.96
0276	JOE SMITH COMPANY, INC.	E	7/01/2019			004938		1,080.94
0583	DICKINSON INDUSTRIES INC	E	7/01/2019			004939		1,175.70
0628	KC BOBCAT	E	7/01/2019			004940		2,189.76
0746	CDL ELECTRIC COMPANY INC	E	7/01/2019			004941		1,804.60
0823	TOUCHTON ELECTRIC INC	E	7/01/2019			004942		204.30
0844	HY-FLO EQUIPMENT CO	E	7/01/2019			004943		136.57
0866	AVFUEL CORPORATION	E	7/01/2019			004944		18,169.26
1075	COASTAL ENERGY CORP	E	7/01/2019			004945		1,910.60
1089	LABETTE COMMUNITY COLLEGE	E	7/01/2019			004946		320.00
1109	QA BALANCE SERVICES INC	E	7/01/2019			004947		1,463.00
1150	INDUSTRIAL SALES CO INC	E	7/01/2019			004948		49.62
1478	KANSASLAND TIRE OF PITTSBURG	E	7/01/2019			004949		15.50
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	7/01/2019			004950		83.98
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	7/01/2019			004951		2,038.17
2825	STATE OF KANSAS	E	7/01/2019			004952		452.05
4023	ZOLL MEDICAL CORPORATION	E	7/01/2019			004953		245.25
4307	HENRY KRAFT, INC.	E	7/01/2019			004954		92.00
4354	LIFESTYLE LEASING INC	E	7/01/2019			004955		5,805.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 6/15/2019 THRU 7/02/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4603	KANSAS GOLF AND TURF INC	E	7/01/2019			004956		65.36
4851	CRAWFORD COUNTY EMS	E	7/01/2019			004957		27.00
5014	MID-AMERICA SANITATION	E	7/01/2019			004958		1,270.00
5049	CRH COFFEE INC	E	7/01/2019			004959		43.65
5275	US LIME COMPANY-ST CLAIR	E	7/01/2019			004960		4,423.08
5464	TURN-KEY MOBILE INC	E	7/01/2019			004961		22,619.00
5506	MICHAEL E BROWN	E	7/01/2019			004962		210.00
6498	BLUEGLOBES LLC	E	7/01/2019			004963		347.85
6846	GREENWAY ELECTRIC, INC.	E	7/01/2019			004964		6,478.39
7109	SAMANAGE USA, INC	E	7/01/2019			004965		2,000.00
7128	SWABY MFG	E	7/01/2019			004966		4,369.00
7191	ANDREW TRACTOR WORKS	E	7/01/2019			004967		788.57
7281	CHEMCO SYSTEMS LP	E	7/01/2019			004968		745.22
7367	HECK AND WICKER, INC	E	7/01/2019			004969		28,091.26
7407	LIMELIGHT MARKETING LLC	E	7/01/2019			004970		2,407.00
7427	OLSSON INC	E	7/01/2019			004971		3,523.97
7572	OZARK MOUNTAIN ENERGY, INC	E	7/01/2019			004972		16,509.03
8093	DUNCAN & ALLEN	E	7/01/2019			004973		10,169.76
1	DULING, SHANE	R	6/18/2019			184938		200.00
0175	REGISTER OF DEEDS	R	6/18/2019			184939		178.00
2876	A-PLUS CLEANERS & LAUNDRY	R	6/21/2019			184940		536.00
2004	AIRE-MASTER OF AMERICA, INC.	R	6/21/2019			184941		34.44

VENDOR SET: 99 City of Pittsburg, KS  
BANK: 80144 BMO HARRIS BANK  
DATE RANGE: 6/15/2019 THRU 7/02/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0748	CONRAD FIRE EQUIPMENT INC	R	6/21/2019			184942		90.52
4263	COX COMMUNICATIONS KANSAS LLC	R	6/21/2019			184943		25.21
7046	CRAWFORD COUNTY CONVENTION & V	R	6/21/2019			184944		45.00
8074	DEHN DAVENPORT	R	6/21/2019			184945		60.00
7995	HERITAGE TRACTOR INC	R	6/21/2019			184946		383.36
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	6/21/2019			184947		7.91
1	LASTER, VINCENT	R	6/21/2019			184948		200.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	6/21/2019			184949		381.92
0033	LOU'S GLOVES	R	6/21/2019			184950		249.00
8075	JOHN GARY MADISON	R	6/21/2019			184951		40.00
7697	MARTIN MEDINA	R	6/21/2019			184952		250.00
7601	MEYER LAW FIRM, LLC	R	6/21/2019			184953		40.00
7392	ASSURECO RISK MANAGEMENT & REG	R	6/21/2019			184954		350.00
6806	RED MUNICIPAL & INDUSTRIAL EQU	R	6/21/2019			184955		445.51
7771	D & M RYAN, INC	R	6/21/2019			184956		160.75
8067	HAROLD LEROY SMITH	R	6/21/2019			184957		1,230.00
8089	JORAN STOUT-MITCHELL	R	6/21/2019			184958		40.00
6811	SYMBOL ARTS LLC	R	6/21/2019			184959		1,083.75
1	THENIKL, RICHARD	R	6/21/2019			184960		9,912.22
6260	TRANE	R	6/21/2019			184961		695.00
7053	U.S. PEROXIDE, LLC	R	6/21/2019			184962		950.00
1108	WESTAR ENERGY	R	6/21/2019			184963		3,067.27

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 6/15/2019 THRU 7/02/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7279	CLAYTON HOLDINGS, LLC	R	6/27/2019			184987		114,438.43
7373	COMMERCE BANK	R	6/27/2019			184988		250.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	6/28/2019			184989		294.08
1222	ALL SEASONS CARPET, LLC	R	6/28/2019			184990		175.00
5561	AT&T MOBILITY	R	6/28/2019			184991		132.15
8099	TODD BIGGS	R	6/28/2019			184992		70.00
7909	DAKOTA CAUDLE	R	6/28/2019			184993		217.00
6545	CENTER POINT INC	R	6/28/2019			184994		49.99
3516	CITY OF PITTSBURG	R	6/28/2019			184995		500.00
6865	MICHAEL S COLE	R	6/28/2019			184996		210.00
0748	CONRAD FIRE EQUIPMENT INC	R	6/28/2019			184997		88.66
0375	WICHITA WATER CONDITIONING, IN	R	6/28/2019			184998		104.00
8074	DEHN DAVENPORT	R	6/28/2019			184999		120.00
1	DE LUNA, VANESSA	R	6/28/2019			185000		50.00
8102	COLE FERRARO	R	6/28/2019			185001		70.00
1	FIRST CHURCH OF THE NAZARENE	R	6/28/2019			185002		100.00
8101	GAVIN GLOVER	R	6/28/2019			185003		210.00
7518	KENDAL LOREN HALE	R	6/28/2019			185004		210.00
8097	CARMEN KENT	R	6/28/2019			185005		35.00
0787	KANSAS NAHRO	R	6/28/2019			185006		100.00
6119	LACAL EQUIPMENT INC	R	6/28/2019			185007		650.33
7945	LUCKY-BUT LAWN CARE, LLC	R	6/28/2019			185008		40.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8075	JOHN GARY MADISON	R	6/28/2019			185009		385.00
7938	ROSANO DEL PILAR MENDEZ	R	6/28/2019			185010		50.00
5732	NATES LAWN AND LANDSCAPE INC	R	6/28/2019			185011		270.00
6367	NATIONAL FLEET TESTING SERVICE	R	6/28/2019			185012		1,788.75
7736	TIMOTHY NOWELL	R	6/28/2019			185013		775.00
0175	REGISTER OF DEEDS	R	6/28/2019			185014		21.00
4917	RICHARD RENNER	R	6/28/2019			185015		1,100.00
8067	HAROLD LEROY SMITH	R	6/28/2019			185016		1,230.00
1	SCHOLES, BRANDON	R	6/28/2019			185017		726.00
8098	AUSTIN SOUDER	R	6/28/2019			185018		140.00
8107	DONALD E BLAKE	R	6/28/2019			185019		2,000.00
7892	KIRSTEN STEINLE	R	6/28/2019			185020		245.00
8089	JORAN STOUT-MITCHELL	R	6/28/2019			185021		60.00
7532	CRAIG TAYLOR	R	6/28/2019			185022		210.00
6904	MIKE WATT	R	6/28/2019			185023		1,674.00
2350	WASTE CORPORATION OF MISSOURI	R	6/28/2019			185024		1,028.29
1108	WESTAR ENERGY	R	6/28/2019			185027		216.89
5371	PITTSBURG FAMILY YMCA	R	6/28/2019			185028		392.50

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	66	151,082.93	0.00	151,082.93
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	12	247,044.75	0.00	247,044.75
EFT:	138	494,519.20	0.00	494,519.20
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

VENDOR SET: 99 BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144	TOTALS:	216	892,646.88	0.00	892,646.88
BANK: 80144	TOTALS:	216	892,646.88	0.00	892,646.88

VENDOR SET: 99 City of Pittsburg, KS  
BANK: EFT MANUAL EFTS  
DATE RANGE: 6/15/2019 THRU 7/02/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7839	VISION SERVICE PLAN INSURANCE	E	6/25/2019			004926		1,769.63

\*\* 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	1,769.63	0.00	1,769.63
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0			
VOID DEBITS		0.00		
VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: EFT TOTALS:	1	1,769.63	0.00	1,769.63
BANK: EFT TOTALS:	1	1,769.63	0.00	1,769.63

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: HAP BMO HARRIS BANK-HAP  
 DATE RANGE: 6/15/2019 THRU 7/02/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6585	CLASS HOMES 1 LLC	R	7/02/2019			185034		152.00
7616	STEVE KUPLEN	R	7/02/2019			185035		766.00
1601	GRAIG MOORE	R	7/02/2019			185036		523.00
1800	DAN RODABAUGH	R	7/02/2019			185037		802.00
6451	NAZAR SAMAN	R	7/02/2019			185038		851.00
0472	LARRY SPRESSER, LLC	R	7/02/2019			185039		740.00
4897	JOHN VINARDI	R	7/02/2019			185040		318.00
4636	WESTAR ENERGY, INC. (HAP)	R	7/02/2019			185041		1,379.00

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8	5,531.00	0.00	5,531.00
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:	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:	8	5,531.00	0.00	5,531.00
BANK: HAP TOTALS:	8	5,531.00	0.00	5,531.00
REPORT TOTALS:	225	899,947.51	0.00	899,947.51

Passed and approved this 9<sup>th</sup> day of July, 2019.

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Patrick J. O'Bryan, Mayor

ATTEST:

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Tammy Nagel, City Clerk

**After recording to be returned to:**

Arvest Bank  
Attn: Jared Turnbull  
216 N. Broadway  
Pittsburg, Kansas 66762

**DEBT AND MORTGAGE SUBORDINATION AGREEMENT**

This Debt and Mortgage Subordination Agreement (“**Agreement**”) is executed and entered into effective as of \_\_\_\_\_, 2019, by and among **ARVEST BANK**, an Arkansas banking association (“**Senior Creditor**”), **P & L DEVELOPMENT, LLC**, a Kansas limited liability company (“**Borrower**”), and **THE CITY OF PITTSBURG, KANSAS**, a Kansas municipality (“**Subordinated Lender**”).

**RECITALS:**

A. Pursuant to a Promissory Note dated March 5, 2019 from Borrower to Senior Creditor, Senior Creditor made a loan to Borrower for the original principal sum of One Million Four Hundred Thirty-One Thousand and No/Dollars (\$1,431,000.00) (as amended, modified, extended or increased from time to time, the “**Senior Loan**”) pursuant to various loan documents dated March 5, 2019 by and between Borrower and Senior Creditor (as amended or modified from time to time, collectively with the Loan Agreement, the “**Senior Loan Documents**”), including, but not limited to a Mortgage (With Future Advance Clause) from Borrower to Lender dated March 5, 2019 and recorded on March 11, 2019 in the records of the Register of Crawford County, Kansas as Document No. 0636-0755 (the “**Senior Mortgage**”), which covers the real property identified on Exhibit A hereto and all improvements thereon (the “**Mortgaged Property**”).

C. Pursuant to a Loan Agreement and Security Agreement dated November 19, 2018 by and between Subordinated Lender and Borrower, Subordinated Lender has extended a \$450,000 loan to Borrower (as amended, modified, extended or increased from time to time, the “**Subordinated Loan**”), as secured by a Second Mortgage from Borrower to Lender dated February 5, 2019 and recorded on February 21, 2009 in the records of the Register of Crawford County, Kansas as Document No. 0636-0514 (the “**Subordinated Mortgage**”), which also covers the Mortgaged Property.

D. It is the intention of Senior Creditor, Subordinated Lender, and Borrower that any and all Subordinated Loans, all liens securing the Subordinated Loans, and claims for payment of the same shall be junior and subordinate to the Senior Loan and the liens created in favor Senior

Creditor pursuant to the Senior Loan Document and to any other additional, further indebtedness, future indebtedness, or renewals thereof or otherwise of Borrower to Senior Creditor.

E. The Subordinated Mortgage was intended to be subordinate to Senior Creditor's lien under the Senior Mortgage, and as a condition to the extension of credit pursuant to the Senior Loan, Senior Creditor has required that Subordinated Lender, and Borrower enter into a subordination agreement agreeing to subordinate any indebtedness owed to Subordinated Lender by Borrower and any liens securing the Subordinated Loan to the Senior Mortgage, the Senior Loan, and the interest of the Senior Creditor.

F. Borrower and Subordinated Lender acknowledge that their execution of this Agreement is a condition to Senior Creditor having extended the Senior Loan.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### **ARTICLE ONE** **DEFINITIONS**

1.1. Definitions. For all purposes of this agreement and wherever the same herein appear, the term:

(a) **"Subordinated Debt"** shall mean and include the principal of, interest on, and all other amounts owing in connection with, all duties, obligations and liabilities of Borrower to Subordinated Lender, or any successor, assign, transferee, person or entity in which Borrower, or any subsidiary thereof, owns a legal or beneficial interest, of every kind and description, whether direct or indirect, absolute or contingent, joint and/or several, due or to become due, now existing or hereafter arising, regardless of how they arise or by whatever agreement or instrument they may be evidenced, including but not limited to that certain Promissory Note of Borrower to Subordinated Lender dated November 19, 2018 for the principal sum of \$450,000.00, together with all amendments, modifications, restatements or renewals thereof.

(b) **"Senior Debt"** shall mean all principal, interest, fees, costs, expenses (including attorneys' fees), liabilities, obligations and other amounts payable under or with respect to the Senior Loan, the Senior Loan Documents, any other additional, further indebtedness, future indebtedness, or renewals of Borrower to Senior Creditor, and all other documents and instruments executed or delivered in connection therewith (collectively, the **"Security Instruments"**), at any time and from time to time, and all amendments, modifications, renewals, extensions, increases substitutions or rearrangements of any of the foregoing.

**ARTICLE TWO**  
**SUBORDINATION OF LIENS**

2.1. Agreement for Subordination of Subordinated Debt and Subordinated Mortgage.

(a) Subordination of Subordinated Mortgage. Subordinated Lender agrees to, and hereby does, subordinate all of its right, title and interest in the Mortgaged Property and all other mortgaged property described in the Subordinated Mortgage to the lien of the Senior Creditor under the Senior Mortgage. Subordinated Lender also subordinates all of its right, title and interest in and to such Mortgaged Property to the lien of Senior Creditor evidenced by any financing statements or assignments of rents and leases executed or authorized by Borrower in favor of Senior Creditor.

(b) Subordination of Subordinated Debt. The Subordinated Debt and any extensions, modifications, amendments, substitutions or refinances thereof is hereby made expressly wholly subordinate and junior to the Senior Debt whether now or hereafter outstanding to the extent and in the manner set forth in this Agreement. Each holder of Senior Debt and each holder of Subordinated Debt, whether now outstanding or hereafter created, incurred, assumed or guaranteed, shall be deemed to have acquired Senior Debt or Subordinated Debt, respectively, in reliance upon the provisions contained in this Agreement.

Notwithstanding the foregoing, until the Senior Debt is repaid in full, including payment of all outstanding principal, interest, late fees and other charges, only to the extent that such payments will not cause an Event of Default to occur under the Senior Loan Documents, Subordinated Lender may accept and retain scheduled payments of principal and interest on the Subordinated Debt, but no other payments of the Subordinated Debt; *provided*, that neither Borrower nor any obligor of the Subordinated Debt shall make any payment in respect of the Subordinated Debt, whether pursuant to the terms of the Promissory Note evidencing the Subordinated Debt or otherwise, upon acceleration or otherwise, and Subordinated Lender shall not accept any payment in respect of the Subordinated Debt, if at the time of such payment an Event of Default exists and continues under the Senior Loan Documents and Senior Lender has given Subordinated Lender written notice of such Event of Default, such notice has not been retracted by Senior Lender, and such Event of Default continues to exist as of the date of such payment to Subordinated Lender.

All payments or distributions upon or with respect to the Subordinated Debt that are received by Subordinated Lender in contravention of the foregoing, shall be received in trust for the benefit of Senior Lender, shall upon written request be segregated from other funds and property held by Subordinated Lender, and shall be forthwith paid over to Senior Lender in the same form as so received (with any necessary endorsement) to be applied to or held as collateral for the payment or prepayment of the Senior Debt.

(c) Subordination of Claims. Borrower and Subordinated Lender also agree any and all claims of Subordinated Lender against Borrower, now or hereafter existing, are, and shall be at all times, subject and subordinate to any and all claims, now or hereafter existing that Senior Lender may have against Borrower (including any claim by Senior Lender for interest accruing after any assignment for the benefit of creditors by Borrower or the institution by or

against Borrower of any proceedings under the Bankruptcy Code, or any claim by Senior Lender for any such interest that would have accrued in the absence of such assignment or the institution of such proceedings).

2.2. Intentionally Deleted.

2.3. Application of Proceeds.

(a) Senior Creditor and Subordinated Lender agree that upon an Event of Default under any of the Senior Loan Documents existing past any applicable cure period, the proceeds of any sale, disposition, or other realization upon any Collateral shall be applied by the Senior Creditor in the following order of priority:

First: to the Senior Creditor, an amount equal to any unpaid expenses of such sale, disposition or other realization, all expenses, liabilities and advances incurred or made by the Senior Creditor in connection therewith and all reasonable attorneys' fees incurred in connection therewith;

Second: to the Senior Creditor, an amount equal to the unpaid principal, accrued interest, fees and other amounts payable with respect to the Senior Debt, whether or not then due and owing, including without limitation any costs and expenses of Senior Creditor and its representatives payable under the Security Instruments;

Third: to any other secured subordinated lender in accordance with Senior Creditor's agreement with such party, an amount equal to the unpaid principal, accrued interest, fees and other amounts payable with respect to such secured party's subordinated debt, whether or not then due and owing, including without limitation any costs and expenses of such subordinated secured party and its representatives payable under any documents or instruments relating to such creditor's subordinated debt;

Fourth: any surplus then remaining shall be paid to Borrower or its respective successors or assigns, to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct, including to Subordinated Lender if so directed.

(b) Nothing contained in this Section 2.3 shall be construed to entitle Subordinated Lender to receive any distributions contrary to the terms of the Subordinated Debt or applicable laws.

(c) As to Borrower nothing contained herein in this Section 2.3 shall be construed or shall constitute a waiver of any rights or a modification of any terms granted Borrower and set forth in the Security Instruments with respect to Senior Creditor.

2.4. No Commencement of Any Proceeding. Subordinated Lender disclaims any senior security interest in the Collateral, and the Subordinated Debt is secured only by the subordinate lien on the Collateral described herein. Subordinated Lender agrees that, so long as

any of the Senior Debt shall remain unpaid, they shall not exercise any right, power or remedy with respect to the Collateral.

2.5. Limitation on Senior Creditor's Duties in Respect of Collateral. Senior Creditor shall not have any duty to Subordinated Lender as to any Collateral in its possession or control or in the possession or control of any of its agents or nominees, or any income thereon, or as to the preservation of rights against prior parties or any other rights pertaining thereto.

2.6. Insurance and Condemnation Proceeds. In the event Senior Creditor shall release or permit the use of (for the purposes of the restoration of all or any part of any improvements on the Collateral) either: (a) the proceeds under policies of insurance; or (b) any condemnation awards, or other compensation, made for any damages, losses or compensation for other rights by reason of a taking in eminent domain (such proceeds, awards, and other compensation being collectively called the "**Proceeds**"), then Subordinated Lender shall likewise for such purpose, release or permit the use of, all of its respective right, title and interest, if any, in and to all such Proceeds; *provided*, that Subordinated Lender hereby disclaims any interest in such Proceeds. Subordinated Lender further assigns and transfers to Senior Creditor all of Subordinated Lender's right, title, interest and claim, if any, in and to the Proceeds for so long as any of the Senior Debt remains unpaid. Subordinated Lender agrees that the Proceeds may be distributed and applied in the manner provided in the Loan Agreement and Security Instruments, which provisions shall govern and control any contrary provisions of the subordinated promissory note given by Borrower to Subordinated Lender for Subordinated Loan.

### **ARTICLE THREE** **MISCELLANEOUS**

3.1. Rights of Subrogation. No payment or distribution to the Senior Creditor pursuant to the provisions of this Agreement shall entitle Subordinated Lender or any other holder of all or any portion of the Subordinated Debt to exercise any rights of subrogation in respect thereof until the Senior Debt have been paid in full.

3.2. Rights Concerning Loans. The rights of the Senior Creditor and the obligations of Subordinated Lender and any other holder of all or any portion of the Subordinated Debt under this Agreement shall remain in full force and effect until the Senior Loan and the Senior Debt shall be paid in full, irrespective of:

(a) any lack of validity or enforceability of the Promissory Notes or any of them evidencing the Senior Loan, the Senior Loan Documents, this Agreement, or any other Security Instrument;

(b) any change in the amount, manner, place or terms of payment or change or extension of the time of payment of or renewal or alteration of the Senior Debt in any respect, or any modification or amendment of any Security Instruments;

(c) sale, exchange, release or other dealings with all or any part of any property pledged or mortgaged by whomsoever at any time to secure the Senior Debt;

- (d) any release of any guarantor to the extent liable or otherwise obligated for the Senior Debt;
- (e) exercise or refrain from exercising any rights against Borrower and others;
- (f) application of any sums, by whomsoever paid or howsoever realized, to the Senior Debt in any manner or order in Senior Creditor's sole discretion;
- (g) any exchange, release or non-perfection of any interest in any of the Collateral securing the Senior Debt, or any release, amendment or waiver of or consent to departure from any guaranty for the Senior Debt; and
- (h) any other circumstance or event that might otherwise constitute a defense available to, or a discharge of, Borrower in respect of the Senior Debt or Subordinated Debt, or Subordinated Lender in respect of this Agreement.

3.3 Evidence of Subordinated Debt. Subordinated Lender agrees that all Subordinated Debt that currently exists or may be hereafter acquired will be evidenced by either a promissory note(s) from Borrower to Subordinated Lender or an accounting entry on Borrower's books showing the account payable to Subordinated Lender, which shall be secured only on a subordinate basis to the Senior Debt.

3.4. Right of Assignment. This Agreement and the Senior Creditor's rights in and to the Senior Debt may be assigned by Senior Creditor in connection with any assignment or transfer of all or any part of the Senior Debt.

3.5. Books and Records. Borrower agrees to cause its books to show that Subordinated Debt is subordinated to the Senior Debt in the manner and to the extent set forth in this Agreement.

3.6. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with, and the rights of the parties shall be governed by, the internal laws of the State of Kansas and applicable federal laws.

3.7. Amendments. This Agreement shall not be changed orally but shall be changed only by agreement in writing signed by the party against whom such amendment is sought to be enforced. No course of dealing between the parties, no usage of trade and no parole or extrinsic evidence of any nature shall be used to supplement or modify any of the terms or provisions of this Agreement.

3.8. Partial Invalidity. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. Each waiver in this Agreement is subject to the overriding and controlling rule that it shall be effective only if and to

the extent that: (a) it is not prohibited by applicable law and (b) applicable law neither provides for nor allows any material sanctions to be imposed against Senior Creditor for having bargained for and obtained it.

3.9. Pronouns; Interpretation. The pronouns used in this Agreement are in the masculine and neuter genders but shall be construed as feminine, masculine or neuter as occasion may require. “Subordinated Lender”, “Senior Creditor”, and “Borrower” as used in this Agreement include the heirs, devisees, executors, administrators, personal representatives, trustees, beneficiaries, conservators, receivers, successors, transferees and assigns of those parties. This Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Wherever the term “including” or a similar term is used in this Agreement, it shall be read as if it were written “including by way of example only and without in any way limiting the generality of the clause or concept referred to.”

3.10. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to their subject matter and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. The parties acknowledge and agree there is no oral agreement between the parties that has not been incorporated in this Agreement.

3.11. Non-waiver. No delay or failure by Senior Creditor to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

3.12. Waivers by Subordinated Lender. Subordinated Lender and Borrower each hereby waive presentment, demand, protest, promptness, diligence, notice of acceptance and any other notice with respect to any of the Senior Debt, the Subordinated Debt or this Agreement, and further waive any requirement that Senior Creditor protect, secure, perfect or insure any security interest or lien or any property subject thereto, or exhaust any right or take any action against either Borrower, any other person or any collateral. No notice to or demand on Borrower or Subordinated Lender shall be deemed a waiver of any right of Senior Creditor to take further action without notice or demand.

3.13. Notice of Default. Subordinated Lender agrees to promptly notify Senior Creditor of any default or breach of any term or condition of any Subordinated Debt or any document evidencing or associated with the same. Senior Creditor agrees to promptly notify Subordinated Lender of any default or breach of any term or condition of any of the Senior Debt or any document evidencing or associated with the same.

3.14. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

3.15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

3.16. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors and assigns. Subordinated Lender shall not sell, assign, pledge, encumber or otherwise dispose of any Subordinate Debt unless such sale, assignment, pledge, encumbrance or disposition is made expressly subject to the terms and provisions of this Agreement and the transferee shall enter into an agreement with Senior Creditor acknowledging that it is bound by such terms and provisions. Nothing herein is intended or shall be construed to give any other person or entity any right, remedy or claim with respect to this Agreement, the Senior Debt or Subordinated Debt.

3.17. Recording. This Agreement shall be recorded in the records of the Register of Crawford County, Kansas to evidence the subordination of the Subordinated Mortgage, and the parties hereto hereby consent to such recording.

**[SIGNATURE PAGE(S) FOLLOW(S)]**







**EXHIBIT A**  
**MORTGAGED PROPERTY**

Lots Numbered one (1), Two (2), Three (3), Four (4), Five (5), Six (6), seven (7), Eight (B), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty one (21), Twenty two (22), Twenty three (23), Twenty four (24), Twenty five (25), Twenty six (26), Twenty seven (27), Twenty eight (28), Twenty nine (29), Thirty (30), Thirty one (31), Thirty two (32), Thirty three (33), Thirty four (34), Thirty five (35), Thirty six (36), Thirty seven (37), Thirty eight (38), Thirty nine (39), Forty (40), Forty one (41), Forty two (42), Forty three (43), Forty four (44), Forty five (45), Forty six (46), Forty seven (47), Forty eight (48), Forty nine (49), Fifty (50), Fifty one (51), Fifty two (52), Fifty Three (53), Fifty Four (44), Fifty five (55), Fifty six (56), Fifty seven (57), Fifty eight (58), Fifty nine (59), Sixty (60), Sixty one (61), Sixty two (62), Sixty three (63), Sixty four (64), Sixty five (65), Sixty six (66), Sixty seven (67), Sixty eight (68), Sixty nine (69), Seventy (70), Seventy one (71), Seventy two (72), Seventy three (73), Seventy four (74), Seventy five (75), Seventy Six (76), Seventy seven (77), Seventy eight (78), Seventy nine (79), Eighty (BO), Eighty one (81), Eighty two (82), Eighty three (83), Eighty four (84), Eighty five (85), Eighty six (86), Eighty seven (87), Eighty eight (88), Eighty nine (89), Ninety (90), Ninety one (91), Ninety two (92), Ninety three (93), Ninety four (94), Ninety five (95), Ninety six (96), Ninety seven (97), Ninety eight (98), Ninety nine (99), One hundred (100), One hundred one (101), One hundred two (102), One hundred three (103), One hundred four (104), One hundred five (105), One hundred six (106), One hundred seven (107), One hundred eight (108), One hundred nine (109), One hundred ten (110), One hundred eleven (111), One hundred twelve (112), One hundred thirteen (113), One hundred fourteen (114), One hundred fifteen (115), One hundred sixteen (116), One hundred seventeen (117), One hundred eighteen (118) in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

CITY OF PITTSBURG, KANSAS CITY COUNCIL

PITTSBURG, KANSAS

RESOLUTION NO. 1223

A RESOLUTION OF PITTSBURG, KANSAS APPROVING THE "SIDEWALK FEASIBILITY STUDY NORTH MEDICAL DISTRICT", AS RECOMMENDED BY LIVE WELL CRAWFORD COUNTY.

WHEREAS, Live Well Crawford County has access of up to one-hundred thousand dollars (\$100,000) in grant funding through the Pathways to Healthy Kansas Grant, a Blue Cross and Blue Shield of Kansas initiative, upon approval of this resolution; and

WHEREAS, the \$100,000 would be dedicated toward implementation of the existing "Sidewalk Feasibility Study North Medical District" plan; and

WHEREAS, the plan will improve the physical infrastructure for pedestrian and bicycle travel by residents and visitors in the City of Pittsburg, Kansas and provide much needed connectivity to and between the North Medical District facilities; and

WHEREAS, healthcare costs are reduced when residents, including patients, workers, and community members, are more physically active; and

WHEREAS, the METHOD OF ACCOUNTABILITY will be an MOU between the City of Pittsburg and Live Well Crawford County prior to the transfer of \$100,000, which includes assurances that the money will be used for the sole purpose of completing the above-stated project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Pittsburg, Kansas, that it approves and adopts the "Sidewalk Feasibility Study North Medical District" recommendation, and agrees to use the \$100,000 provided by the Pathways grant toward the implementation of the project as detailed in the "Sidewalk Feasibility Study North Medical District" plan.

BE IT FURTHER RESOLVED, the City Council of Pittsburg, Kansas will complete this project within one year of signing this resolution.

THIS RESOLUTION shall take effect and be in force after its passage and publication in the official County newspaper.

Given under our hands the 9th day of July 2019 in Pittsburg, Kansas.

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Patrick O'Bryan – Mayor

ATTEST:

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Tammy Nagel – City Clerk

## INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager  
From: Cameron Alden, Director of Public Works and  
Kim Vogel, Director of Parks and Recreation  
CC: Tammy Nagel, City Clerk  
Date: July 2, 2019  
Subject: July 9, 2019 City Commission Meeting Agenda Item  
Resolution Number 1223

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City staff, along with the Active Transportation Advisory Board and Live Well Crawford County, have been working to improve pedestrian safety and active transportation throughout Pittsburg. As part of these efforts a Sidewalk and Feasibility Study was completed by Olsson Engineering in January of 2019. This study reviewed the various paths in and around the North Medical District Kansas to connect the various facilities such as Community Health Center of Southeast to each other as well as to the surrounding community.

Live Well Crawford County has access of up to one hundred thousand dollars (\$100,000) for Resident/Community Well-Being through their Pathways to a Healthy Kansas grant. The Executive Committee of Live Well Crawford County has approved that this funding be utilized by the City of Pittsburg for connectivity of the North Medical District.

The passing of Resolution 1223 is the first step in the City being eligible to receive funding. Next steps in this process will include a Memorandum of Understanding with Live Well Crawford County and decisions regarding which route will best serve the citizens, budget, and timeline.

In this regard would you please place an item on the July 9, 2019 City Commission Agenda. Staff is requesting adoption of Resolution No. 1223 and if approved have the Mayor sign supporting documents.

If you have any questions please do not hesitate to contact Cameron Alden or Kim Vogel.

**City of Pittsburg Sustainability Advisory Committee**

**APPLICATION FOR APPOINTMENT**

Note: Your application will be copied for the City Commission and made available to the press and public

Name: RACHEL C. BECHTOLD

Home Address: 419 WEST FOREST ST

Occupation: Ph.D STUDENT & JOURNAL EDITOR

Business Address: N/A

Home Telephone: (815)719-2994 / (620) 687-0930

Business Telephone: \_\_\_\_\_

E-mail: RBECHTOL@email.uark.edu

Are you a resident of Pittsburg? Yes  
If yes, how long have you lived in Pittsburg: FOUR YEARS

Current occupation (within last 12 months)  
I WORK ON RESEARCH PERTAINING TO SUSTAINABLE LANDSCAPE AND ETHNOBOTANY.

Previous Committee/Commission Experience:  
I HAVE WORKED WITH COMMUNITY ACTION AGENCIES AND IN INTERNATIONAL COMMUNITY DEVELOPMENT -

Education/Experience: A resume may be attached containing this and any other information what would be helpful in evaluating your application.  
ATTACHED - CV.

CURRENT PHD IN ENVIRONMENTAL DYNAMICS (U of A)  
MS BIOLOGY (PSU)  
MS PARKS & REC (WIV)  
BA BIOLOGY (KNOX)  
+ COURSEWORK IN DIETETICS + EVALUATION

Professional and/or community service activities:

1997-98 ROTARY      2007-2010 AMERICORPS  
2004-2007 PEACE CORPS      2008-2012 HUMANE SOCIETY

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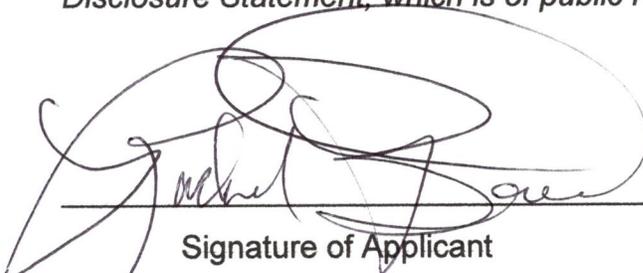
Please explain your reasons for wishing to serve on this committee and how you feel that you may contribute:

I WOULD LIKE TO BE MORE ACTIVE IN THE COMMUNITY AND IN DECISIONS MADE. I'M CURRENT ON LITERATURE IN SUSTAINABILITY AND HAVE COMMUNITY SERVICE EXPERIENCE FROM ABROAD AND IN THE STATES. I AM ALWAYS INTERESTED IN IMPROVING SUSTAINABLE OPTIONS!

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Meetings are held at City Hall on the 2<sup>nd</sup> Wednesday of each month at 5:30 p.m.

*Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.*



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Signature of Applicant

JUNE 17, 2019

Date

*If you have any questions regarding the appointment procedure, please call the City Clerk at (620)230-5532.*

Please return your completed application by Noon on Wednesday, June 26<sup>th</sup>, 2019, to:  
City of Pittsburg  
Attn: City Clerk  
PO Box 688  
Pittsburg, KS 66762  
tammy.nagel@pittks.org

Rachel C. Bechtold

**Address:** 419 W Forest Street, Pittsburg, KS 66762 **Phone:** (815) 719-2994

**Email:** rbechtol@email.uark.edu

## Experience

**2018-2019** University of Arkansas, Fayetteville, AR

- Graduate Research Assistant, Department of Agricultural Education, Communications, and Technology
- Owl Pellets Podcast Weekly Published Infographic (<https://owlpelletsforag.wordpress.com/>)
- Co-Editor, *Journal of Agricultural Education (JAE)* **March 2019-**

**2017-2018** University of Arkansas, Fayetteville, AR

- Environmental Life Science Lab Instructor, Department of Agriculture

**2016-2017** Pittsburg State University, Pittsburg, KS

Environmental Life Science Lab Instructor, Department of Biology

**2015-2016** Pittsburg State University, Pittsburg, KS

Graduate Teaching Assistant, Department of Education

2011-2014 Various landscape work in Illinois through Public Works and Parks Department

2007-2010 WIRC Community Action Agency Grant Writer and Advocacy, Macomb, IL

2004-2007 Peace Corps Agroforestry, Cameroon, Africa

1999- Japan Rotary Ambassadorial Position, Chichibu, Japan

## Education

2017- University of Arkansas, Fayetteville, AR

**Doctoral Candidate for Ph.D. Environmental Dynamics (ENDY), ABD**

2016-2017 Pittsburg State University, Pittsburg, KS

**Master of Science in Education (incomplete)**

2015-2017 Pittsburg State University, Pittsburg, KS

**Master of Science in Biology**

Emphasis: Restorative Microbial Ecology

2012-2013 Western Illinois University, Macomb, IL

**Bachelor of Science in Dietetics (incomplete)**

2008-2010 Western Illinois University, Macomb, IL

**Master of Science in Parks and Recreation**

Emphasis on Public Education

1999-2003 Knox College, Galesburg, IL

**Bachelors of Arts in Biology**

Emphasis on Environmental Studies

**Coursework** GPA 4.0/4.0

Introduction to Research

Pathogenic Bacteriology

Global Environmental Change

Evolution

Environmental Dynamics

Research and Thesis

Soil Ecology

Molecular Techniques

Biometry

Dissertation Research

Environmental Health

Toxicology

Microbiology

Society and the Environment

Global Climate Change

**Grant**

North Central SARE Grant. 13 months. Demonstration Gardens to Increase Public Awareness of Phyto Management in Southeast Kansas. \$8,113. In review, April 9th, 2019.

**Presentations and Publication**

Shoulders, C. W. & Bechtold, R. (2019, May) *Educational Feedback Formats: Student Perceptions in an Undergraduate Honors Research Course*. Poster session at the National AAAE Southern States Convention in Des Moines, IA.

Settle, Q., Teixeira, K. L., Bechtold, R., Shoulders, C. W., & King, A. E. H. (Accepted March, 2019). Coauthor Network Analysis of Journal of Agricultural Education Articles from 2008-2017.

*Ecosystem Services and Restorative Plant Species*. (March, 2019) Series lecture for sustainability committee at Pittsburg State University, Pittsburg, KS.

Shoulders, C. W. & Bechtold, R. (2019, January) *Educational Feedback Formats: Student Perceptions in an Undergraduate Honors Research Course*. Poster session presented at the Annual AAAE Southern States Convention in Birmingham, AL.

*Ecosystem Services and Restorative Plant Species*. (2018, October) Invited speaker for Garvin Woodland Gardens, Hot Springs, AR.

First Place in Poster Presentation, "Bacterial Diversity at an Abandoned Mine Site in Southeast Kansas", Pittsburg State University Graduate Colloquium 2016

Poster Research Presentation, University of Arkansas INBRE Conference 2016

Online Poster Participation, Kansas INBRE Conference 2017

Graduate Council Representative for Pittsburg State at Research Summit 2017

Best Poster (PSU) Award, Capitol Graduate Research Summit, Topeka, KS 2017

First Place in Poster Presentation, "Bacterial Diversity at an Abandoned Mine Site in Southeast Kansas", Midwest Association of Microbiologists 2017

## Academic Society and Scholarship

Gamma Beta Phi Honor Society Invitee, University of Arkansas 2018

Four-year Doctoral Academy Fellowship, University of Arkansas 2017-2020

Phi Kappa Phi Honor Society Invitee, Pittsburg State University 2017

Rho Phi Lambda Honor Society, Western Illinois University 2010

AmeriCorps Scholarship, Western Illinois University 2008-2010

Peace Corps Fellows, Western Illinois University 2008-2010

## Volunteer Work and Service

AmeriCorps Volunteer, Macomb, IL Community Development Action Agency 2009-2011

Peace Corps Volunteer, Cameroon, Africa Agroforestry Program 2004-2006

Japan Rotary International Exchange Student 1996

## References

Dr. Catherine Shoulders, Advisor, AETC, University of Arkansas

Dr. Christine Brodsky, Supervisor Environmental Life Sciences, PSU

Dr. Anuradha Ghosh, Advisor, PSU, Pittsburg, KS

Dr. Karen Maudlin-Curtis, Peace Corps Fellows, Western Illinois University

Shannon Duncan, Western Illinois Regional Council, Macomb, IL

**City of Pittsburg Sustainability Advisory Committee**  
**APPLICATION FOR APPOINTMENT Note: Your application will be copied for**  
**the City Commission and made available to the press and public**

**Name:** Timothy Bell

**Home Address:** 310 Webster, Pittsburg, KS

**Occupation:** Semi-retired, Former Building Inspector/Official

**Business Address:** N/A

**Home Telephone:** (620) 231-3740

**Business Telephone:** (620) 249-0624 cell

**E-mail:** tbell35@cox.net

**Are you a resident of Pittsburg?** Yes

**If yes, how long have you lived in Pittsburg:** 40 yrs.

**Current occupation (within last 12 months)**

Semi-Retired

**Previous Committee/Commission Experience:**

Served on the Board of Directors for (HOA) Heart of America, Kansas Building Officials Association Chapter for (ICC) International Code Council 2013 – 2014. I was appointed by the HOA, position of Disaster Assessment Coordinator for the southeast region of Kansas and worked under the Kansas Disaster Assessment Director. I am presently actively participating as an associate member of the HOA Chapter and still maintain membership in the (ICC) International Code Council.

**Education/Experience: A resume may be attached containing this and any other information what would be helpful in evaluating your application.**

Have completed high School, 1 year of college, and several hours of continuing education related to area of building services. I presently maintain five separate certifications for residential inspection in Building, Electrical, Plumbing, Mechanical, and Plan Review. Have over 10 years, experience as residential and commercial Building Inspector, and 1 year as Building Official for the City of Pittsburg. For 25 years prior to public service I was both employed and self-employed as a residential and commercial carpenter and builder, maintenance facilities manager for adult care home facility, and building maintenance and construction for the City of Pittsburg.

**RECEIVED**

**JUN 26 2019**

**City of Pittsburg  
Dept. of Finance**

*@ 11:24AM  
KS*

**Professional and/or community service activities:**

I am not presently active in any local organized professional or community service but am looking forward to being considered in this position

**Please explain your reasons for wishing to serve on this committee and how you feel that you may contribute:**

I feel it is important that as leaders of our community, for economic and sustainable growth, help provide tools through knowledge and experience to possibly improve the ways in which we protect our environment, conserve energy, and produce new options that will be viable, stable, and sustainable for generations to come.

Meetings are held at City Hall on the 2nd Wednesday of each month at 5:30 p.m.

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Signature of Applicant Timothy E. Bell Date 06/26/19

If you have any questions regarding the appointment procedure, please call the City Clerk at (620)230-5532.

Please return your completed application  
by Noon on Wednesday, June 26th, 2019, to:  
City of Pittsburg Attn: City Clerk  
PO Box 688  
Pittsburg, KS 66762  
tammy.nagel@pittks.org



**City of Pittsburg Sustainability Advisory Committee**

**APPLICATION FOR APPOINTMENT**

*Note: Your application will be copied for the City Commission and made available to the press and public*

Name: Jason Davis

Home Address: 2021 S elm, Pittsburg, KS, 66762

Occupation: food service worker

Business Address: 716 S Broadway St, Pittsburg, KS, 66762

Home Telephone: 785-506-2916

Business Telephone: N/A

E-mail: Jason 62916@gmail.com

Are you a resident of Pittsburg? Yes

If yes, how long have you lived in Pittsburg: 3 yrs

Current occupation (within last 12 months)

Barista, cashier, Sandwich Maker, pizza delivery expert

Previous Committee/Commission Experience:

N/A

Education/Experience: A resume may be attached containing this and any other information what would be helpful in evaluating your application.

See resume

# Jason Davis

2021 S Elm, Pittsburg, Ks 66762 785-506-2916 jason62916@Gmail.com

## EDUCATION

**Pittsburg State University**, Pittsburg Kansas December 2019  
Bachelor of Science GPA: 3.51  
Major: Communication Minor: Psychology Minor: Philosophy Minor: Leadership Studies

**Allen County Community College**, Iola Kansas May 2017  
Associate in Arts

## WORK EXPERIENCE

**Topeka City Zoo**, Topeka KS May-August 2017  
Horticulture Assistant

- Strong creative ability to incorporate aesthetic appeal to functional design of projects.
- Natural affinity towards showing empathy for the guests, employers, plants, and animals.

**Independent Contractor**, Topeka KS May-August 2016  
Independent Contractor

- Cultivated natural leadership and teamwork skills on large projects.
- Tenacious adherence to goals and dependability in the face of hardship.

**Allen County Community College**, Iola KS August 2015-May 2016  
Assistant Theater Technician

- Excels at taking direction and remaining self-motivated until tasks are completed.
- Strived to promote improvement in the work space by going beyond my duties.

**Allen County Community College**, Iola KS August-December 2014  
Writing Center Tutor

- Diplomatic interpersonal skills increased through assisting students with written assignments.
- Admittedly took responsibility at discovering I was instructing students incorrectly.

## ORGANIZATIONS and SCHOLARSHIPS

### Leadership Roles

- Former President of the Pittsburg State University Philosophical Society for one year
- Former Treasurer for the Pittsburg State University Gorilla Radio Club
- Former Director and Stage Manager at Allen County Community College Theatre

### Scholarships

- Allen County Community College Theatre Scholarship Recipient; 2014-2016
- Irene Ryan Scholarship nominee; 2016
- Two-time Robert Mauer Broadcasting Scholarship Recipient; 2017, 2018
- Michael Douglas Miller Scholarship Recipient; 2018

### Awards

- Received awards for Best Actor in "*The Cripple of Inishmaan*" Play
- Outstanding Theatre Sophomore at the Allen County Community College 2016 ACE awards

### Additional Skills

- Percussionist in Allen County Community College Band and Jazz Band
- Vocalist in Allen County Community College Choir and Jazz Choir
- Actor & Technical staff in Allen County Community Theatre & Pittsburg State University Theatre

Professional and/or community service activities:

Dog walking at Humane Society

Please explain your reasons for wishing to serve on this committee and how you feel that you may contribute:

Addressed in cover letter

Meetings are held at City Hall on the 2<sup>nd</sup> Wednesday of each month at 5:30 p.m.

*Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.*

Jason Davis

Signature of Applicant

6/26/2019

Date

*If you have any questions regarding the appointment procedure, please call the City Clerk at (620)230-5532.*

Please return your completed application  
by Noon on Wednesday, June 26<sup>th</sup>, 2019, to:  
City of Pittsburg  
Attn: City Clerk  
PO Box 688  
Pittsburg, KS 66762  
tammy.nagel@pittks.org



RECEIVED

JUN 04 2019

Pittsburg City Clerk

## City of Pittsburg Sustainability Advisory Committee

### APPLICATION FOR APPOINTMENT

*Note: Your application will be copied for the City Commission and made available to the press and public*

Name: Timothy Kundiger

Home Address: 106 Bobwhite Lane, Pittsburg, KS 66762

Occupation: Self-Employed

Business Address: 313 N Broadway St, Pittsburg, KS 66762

Home Telephone: 620-687-3542

Business Telephone: 620-231-7653

E-mail: tkundiger@gmail.com

Are you a resident of Pittsburg? Yes  
If yes, how long have you lived in Pittsburg: 15 years

Current occupation (within last 12 months)

Self-Employed as a Realtor, Property Manager, Property and Business Owner

Previous Committee/Commission Experience:

Six years on the Pittsburg Planning and Zoning Board  
Six years on the Pittsburg Planning and Zoning Board of Appeals  
Ten Years on the Pittsburg Board of Realtors  
Eight Years in the Ozark Board of Realtors  
Three Years in the Kansas City and Manhattan Kansas Board of Realtors

Education/Experience: A resume may be attached containing this and any other information what would be helpful in evaluating your application.

Bachelors Degree in Mathematics - Kansas State University  
Associates in Drafting Technology - Manhattan Area Tech School  
Associates in General Science - Barton County Community College  
Developer and General Contractor

Professional and/or community service activities:

(see above)

Four Years in the Pittsburg Area Young Professionals

Four years Stream Team water quality testing in the late 1990's

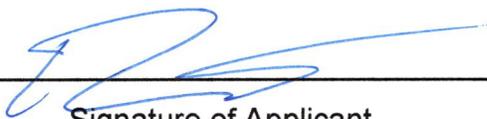
Please explain your reasons for wishing to serve on this committee and how you feel that you may contribute:

I have always been on the conservation side of things and grew up in the country hiking and fishing a lot. We recycle at home, at our office, and all job related material from the property management business is recycled as much as possible. We striving to live our personal lives as sustainably as possible as well as teaching our children to follow this same path. We donate items instead of throwing them away, repair what can be fixed, encourage natural growers, and try to make our purchases locally to help sustain other small businesses. We've outfitted our office and home with more energy efficient lighting and appliances and have been looking in to wind and solar power as well as water collection systems and wetlands to filter streams.

I'm full of ideas and feel that my background in construction and education would benefit this committee and the community.

Meetings are held at City Hall on the 2<sup>nd</sup> Wednesday of each month at 5:30 p.m.

*Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.*

  
\_\_\_\_\_  
Signature of Applicant

*6-4-19*  
\_\_\_\_\_  
Date

*If you have any questions regarding the appointment procedure, please call the City Clerk at (620)230-5532.*

Please return your completed application  
by Noon on Wednesday, June 26<sup>th</sup>, 2019, to:  
City of Pittsburg  
Attn: City Clerk  
PO Box 688  
Pittsburg, KS 66762  
tammy.nagel@pittks.org



RECEIVED

JUN 26 2019

Pittsburg City Clerk

## City of Pittsburg Sustainability Advisory Committee

### APPLICATION FOR APPOINTMENT

*Note: Your application will be copied for the City Commission and made available to the press and public*

Name: Andrew Ouellette

Home Address: 215 E 14th Street Pittsburg, KS 66762

Occupation: Biological Science Instructor, NCCC

Business Address: 800 West 14th Street Chanute, KS 66720

Home Telephone: (785) 418-5898

Business Telephone: (620) 431-2820

E-mail: drew.ouellette@gmail.com

Are you a resident of Pittsburg? Yes  
If yes, how long have you lived in Pittsburg: 1 year

Current occupation (within last 12 months)  
Biological Science Instructor, Neosho County Community College

Previous Committee/Commission Experience:

Please see attached resume.

Education/Experience: A resume may be attached containing this and any other information what would be helpful in evaluating your application.

Please see attached resume.

Professional and/or community service activities:

**Please see attached resume.**

---

Please explain your reasons for wishing to serve on this committee and how you feel that you may contribute:

**It is just as much about how you do it as it is about why you do it. At the heart of the matter, sustainability within our community promotes and ensures a way of life that will allow our community to grow in an environmentally responsible manner. I look forward to the opportunity to give back to the community by creating and implementing sustainable practices that provide more opportunities for community engagement.**

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Meetings are held at City Hall on the 2<sup>nd</sup> Wednesday of each month at 5:30 p.m.

*Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.*

*Andrew Ouellette*

*6/25/19*

---

Signature of Applicant

Date

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City of Pittsburg  
Attn: City Clerk  
PO Box 688  
Pittsburg, KS 66762  
tammy.nagel@pittks.org

## **ANDREW N. OUELLETTE**

215 E 14<sup>th</sup> St. Pittsburg, KS 66762

785.418.5898, drew.ouellette@gmail.com

### **Education**

*University of Kansas, Lawrence, KS*

**M.A. in Biochemistry and Biophysics, 2011**

**B.S. in Biology (Genetics), 2007**

### **Service & Awards**

*Neosho County Community College, Chanute, KS*

Biology Honors Program, Faculty Mentor FA11-current

Outdoor Adventurer's Club, Faculty Sponsor FA18-SP19

NCCC Regional Science and Engineering Fair, Fair Director FA18-SP19

NCCC Faculty Senate, President FA17-FA18

Vice-President FA13-FA16

Scientifically Minded Adventurer's Club, Faculty Sponsor FA12-SP16

NCCC Service Award, Student Nominated 2014

Teaching and Learning Committee, Applied Science Representative FA18-SP19

Residential Education Curriculum Committee, Faculty Representative FA17-SP18

Executive Committee, Faculty Senate President FA17-SP18

Strategic Planning Committee, Faculty Senate President FA17-SP18

Assessment and Program Review Comm., Applied Science Representative FA12-SP16

Faculty Professional Development Committee, NCCC PEA Appointed FA11-SP16

Online Instruction Committee, Applied Science Representative FA14-SP15

Higher Learning Commission, Self-Study, Criterion 5 Co-Chair FA11-SP12

*Kansas State Science and Engineering Fair*

Board of Directors, Regional Director 2018-current

Fair Director/Chairman/Vice-Chairman 2015/2014/2013

*St. Patrick Catholic School, Chanute, KS*

School Council 2016-2018

*Kansas Board of Regents*

Kansas Core Outcomes Group, Biology Chair, Biology II Lecture & Lab 2016

*University of Kansas, Lawrence, KS*

Student Senate, Graduate Student Senator

FA09-SP10

Robert H. Ammar Graduate Teaching Award in Microbiology

2009

### **Teaching Experience**

*Neosho County Community College, Chanute, KS*

#### **Full-time Faculty**

BIOL 115 Environmental Life Science

FA17-SP19

BIOL 116 Environmental Life Science Lab

FA17-SP19

BIOL 203 Nutrition

FA17-SP19

BIOL 255 Biology II

SP13-SP19

BIOL 256 Biology II Lab

SP13-SP19

BIOL 271 Microbiology

FA12-SU19

BIOL 272 Microbiology Lab

FA12-SU19

BIOL 280 Human Dissection

SP14-SP19

BIOL 251 Biology I

SP12-FA18

BIOL 252 Biology I Lab

SP12-FA18

BIOL 257 Human Anatomy & Physiology

FA11-SU19

BIOL 258 Human Anatomy & Physiology Lab

FA11-SU19

BIOL 217 Seminar in Applied Biological Science

SP13-SP16

BIOL 111 General Biology

FA11-FA15

BIOL 112 General Biology Lab

FA11-FA14

CURR 100 First Year Seminar

FA16

BIOL 299 Independent Study

SP14

Upward Bound, Science Instructor

SU15-SU19

Center for Academic & Vocational Excellence Tutor

FA15-SP16

#### **Adjunct Faculty**

BIOL 257 Human Anatomy & Physiology

SU11

BIOL 258 Human Anatomy & Physiology Lab

SU11

*University of Kansas, Lawrence, KS*

#### **Graduate Teaching Assistant**

BIOL 639 Advanced Biochemistry Lab

SP09

BIOL 637 Introductory Biochemistry Lab

FA08

BIOL 203 Introductory Microbiology Lab

SP08

BIOL 402 Fundamentals of Microbiology Lab

SP08

### **Professional Development and Continuing Education**

*Neosho County Community College, Chanute, KS*

ALICE, Active Shooter Response Training FA16  
NC 201 Online and Hybrid Certified Instructor FA14

*Graceland University, Lamoni, IA*

CEED 5140 The Power of Mindful Learning SU15  
CEED 5210 The Power of Story in the Learning Process SU15  
CEED 5340 Social Intelligence, Keys to Success SU15  
CEED 5260 Awakening Genius SP15  
CEED 5130 Intelligence Reframed SU14  
CEED 5200 Five Kinds of Minds for the 21<sup>st</sup> Century SU14  
CEED 5220 The New "Soft" Leadership Skills SU14  
CEED 5330 Schools in the Age of Globalization SU13  
CEED 5350 Teaching with Poverty in Mind SU13

*University of Edinburgh, Coursera/Online*

Astrobiology and the Search for Extraterrestrial Life SP13

*Udacity, Online*

Front-End Web Developer Nanodegree Anticipated SU19  
Intro to Programming Nanodegree SP19  
Grow with Google Challenge Scholarship: Front End Web Developer SP18

*edX, Online*

Linux Basics: The Command Line Interface Anticipated SU19

*Pittsburg Police Department, Pittsburg, KS*

Pittsburg Police Citizens' Academy SP19

### **Professional Memberships**

National Education Association 2011-current  
Kansas National Education Association 2011-current  
NCCC Professional Educators Association, President 2015-16, 18-current  
Vice-President 2014-15, 2017-2018  
American Chemical Society 2011-12  
American Crystallographic Association 2010-12



*University of Kansas, Lawrence, KS*

Student Senate, Graduate Student Senator

FA09-SP10

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SP13-SP19

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SP13-SP19

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BIOL 272 Microbiology Lab

FA12-SU19

BIOL 280 Human Dissection

SP14-SP19

BIOL 251 Biology I

SP12-FA18

BIOL 252 Biology I Lab

SP12-FA18

BIOL 257 Human Anatomy & Physiology

FA11-SU19

BIOL 258 Human Anatomy & Physiology Lab

FA11-SU19

BIOL 217 Seminar in Applied Biological Science

SP13-SP16

BIOL 111 General Biology

FA11-FA15

BIOL 112 General Biology Lab

FA11-FA14

CURR 100 First Year Seminar

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SU15-SU19

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Vice-President 2014-15, 2017-2018  
American Chemical Society 2011-12  
American Crystallographic Association 2010-12



**City of Pittsburgh Sustainability Advisory Committee**

**APPLICATION FOR APPOINTMENT**

Note: Your application will be copied for the City Commission and made available to the press and public

Name: Nancy Scott

Home Address: 706 Normal St.

Occupation: RETIRED PHYSICAL THERAPIST

Business Address: NA

Home Telephone: CELL (620) 230-8689

Business Telephone: NA

E-mail: nscott6@cox.net

Are you a resident of Pittsburgh? Yes

If yes, how long have you lived in Pittsburgh: SINCE 1989 (RAISED HERE 1949-1969)

Current occupation (within last 12 months)

ENJOYING RETIREMENT & VOLUNTEERING IN COMMUNITY & CHURCH.

Previous Committee/Commission Experience:

Member of Pittsburgh Beautiful

Education/Experience: A resume may be attached containing this and any other information what would be helpful in evaluating your application.

B.S. IN PHYSICAL THERAPY. (1972)

MISCELLANEOUS GRAD & CONTINUING ED. HOURS

MEMBER OF LEAVE NO TRACE SINCE 2012  
RECYCLED & PRECYCLED SINCE 1972.

Professional and/or community service activities:  
PED Chapter 10, Secretary 2019-20  
Pittsburg Beautiful 2017-present.  
Lords Diner Volunteer

TOPS 0599,  
LEADER!

Audio Reader Volunteer As physical therapist, Geriatric Specialization  
Please explain your reasons for wishing to serve on this committee and how you feel that you may contribute:

Since I was a young woman in my 20's, I have felt an investment of my actions and use in my environment & community. I have shared this passion with my family and friends, and would love to be a part of the greater Pittsburg effort on sustainability!

Meetings are held at City Hall on the 2nd Wednesday of each month at 5:30 p.m.

Please ask me about my Leave No Trace Awards earned in Colorado! 

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.

Tammy Scott June 26, 2019  
Signature of Applicant Date

If you have any questions regarding the appointment procedure, please call the City Clerk at (620)230-5532.

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tammy.nagel@pittks.org

**City of Pittsburg, Kansas**  
**2019 Budget Recap**  
**As of June 30, 2019**  
**50.00% of Fiscal Year has passed**

Budgeted Funds	Un-Encumbered Cash Balance 1/1/2019	Revenues (1)			Expenditures			Y-T-D Net	Un-Encumbered Cash Balance 6/30/2019
		Estimated Budget 2019	Y-T-D Revenues 6/30/2019	Percent Received	Estimated Budget 2019	Y-T-D Expenses 6/30/2019	Percent Used		
General Fund	\$ 5,023,327	\$ 24,070,857	\$ 14,162,483	58.84%	\$ 24,163,463	\$ 12,017,275	49.73%	\$ 2,145,208	\$ 7,168,535
Public Library	254,400	870,129	781,047	89.76%	894,984	439,540	49.11%	341,507	595,907
Public Library Annuity	169,708	3,000	1,547	51.55%	-	-	0.00%	1,547	171,255
Special Alcohol & Drug	64,481	110,000	54,648	49.68%	143,500	95,581	66.61%	(40,932)	23,549
Special Parks & Recreation	-	110,000	54,648	49.68%	110,000	54,648	49.68%	-	-
Street & Highway	193,472	1,029,000	508,146	49.38%	1,092,584	531,228	48.62%	(23,083)	170,389
Street & Highway Sales Tax	1,179,131	2,133,657	1,088,463	51.01%	2,845,800	1,826,980	64.20%	(738,517)	440,614
Section 8 Housing	4,364	1,563,335	767,764	49.11%	1,564,869	753,405	48.14%	14,359	18,723
Revolving Loan Fund	2,333,077	1,288,905	704,460	54.66%	1,247,397	479,695	38.46%	224,765	2,557,842
Debt Service	683,818	3,709,137	2,671,407	72.02%	3,583,352	1,193,123	33.30%	1,478,284	2,162,102
Public Utilities	2,930,924	8,283,347	4,077,498	49.23%	8,919,475	4,230,818	47.43%	(153,320)	2,777,604
Stormwater	625,919	858,111	434,880	50.68%	1,011,400	253,204	25.03%	181,676	807,595
<b>Totals</b>	<b>\$ 13,462,621</b>	<b>\$ 44,029,478</b>	<b>\$ 25,306,991</b>	<b>57.48%</b>	<b>\$ 45,576,824</b>	<b>\$ 21,875,497</b>	<b>48.00%</b>	<b>\$ 3,431,494</b>	<b>\$ 16,894,115</b>

\*Sales Tax collections are up 1.37% compared to same period in 2018