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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 08, 2019
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the September 24, 2019, City Commission Meeting minutes.
- b. Approval of the Airport Hangar Lease between the City of Pittsburg and Mr. Zach McGuire for the lease of Hangar A at 3412 Airport Drive to be used for aircraft repair and maintenance for the term of one year beginning November 1, 2019 and ending October 31, 2020, in the amount of \$300.00 monthly.
- c. Approval of the Appropriation Ordinance for the period ending October 8, 2019, subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

PUBLIC HEARINGS:

- a. CDBG GRANT REQUEST - The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, October 8th, 2019, at the City Commission Meeting commencing at 5:30 p.m., for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant (CDBG) Funds under the Community Facilities category to provide new wearing surfaces and markings to US-69B (North Broadway) from 2nd to 11th Street and K-126 (4th Street) from Pine to Broadway for a total estimated project cost of \$909,931 with a grant request for \$561,631 and forced labor costs of \$9,300 and the remaining \$339,000 from Pittsburg's Street Sales Tax Fund and, if approved, adopt Resolution No. 1224 certifying legal authority to apply for the 2020 Kansas Small Cities Community Development Block Grant Program and Resolution No. 1225 assuring the Kansas Department of Commerce that the funds will be continually provided for the operation and maintenance of street improvements to be finance with the grant funds.
Following Public Hearing, consider the request and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 08, 2019
5:30 PM

- b. SECTION EIGHT (S8) HOUSING CHOICE VOUCHER (HCV) 2020 ADMINISTRATION PLAN AND 5 YEAR/ANNUAL PLAN - The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, October 8, 2019, at the City Commission Meeting commencing at 5:30 p.m. for the purpose of reviewing and adopting the Section Eight (S8) Housing Choice Voucher (HCV) Administration Plan and as applicable, the 5 Year/Annual Plan, for compliance with all federal and local Public Housing Authority (PHA) policies in the administration of the S8 HCV program. **Following Public Hearing, consider the request and, if approved, adopt the Section Eight Housing Choice Voucher Administration Plan and the 5 Year Annual Plan and Resolution No. 1226, and authorize the Mayor to sign the appropriate documents on behalf of the City.**

SPECIAL PRESENTATIONS:

- a. USD#250 TENNIS PROGRAM AND FACILITIES REPORT - Pittsburg High School Activities and Athletic Director Jeff Staley will provide information on the PHS tennis program, upcoming tennis events, and general information regarding the tennis complex. **Receive for file.**
- b. CAREER AND TECHNICAL EDUCATION CENTER (CTEC) OF CRAWFORD COUNTY REPORT - President of the Board Dawn McNay will provide a report on the Career and Technical Education Center (CTEC) of Crawford County. **Receive for file.**
- c. IMA, INC. HEALTH INSURANCE UPDATE - Christy Powell, Vice President of IMA, Inc. will provide an update on the health insurance plan utilized by employees of The City of Pittsburg. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. ANNEXATION REQUEST AND INCENTIVE PACKAGE - MIKE CARPINO FORD LINCOLN - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to accept the request submitted by Mike Carpino to annex his property, located at 1097 South Highway 69, into the City of Pittsburg, and approval of the proposed economic development incentive package for Mike Carpino Ford Lincoln. **Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 08, 2019
5:30 PM

- b. DANCE HALL LICENSE - JIMMY B'S - Consider staff recommendation to approve the application for a Dance Hall License renewal, submitted by Mr. James Beckley, owner of Jimmy B's Bar located at 202 N. Locust Street. **Approve or disapprove staff recommendation, and if approved, authorize the City Clerk to issue the Dance Hall License.**

- c. 2019 AUDITING CONTRACT - Consider staff request to engage the firm of Berberich Trahan & Company P.A. for the fiscal year 2019 City audit at a cost of \$38,000 with the option of auditing the City's financial statements for the four subsequent fiscal years. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

- d. RESOLUTION NO. 1227 - Consider approval of Resolution No. 1227 adopting and approving the proposed Capital Improvements Program (CIP) for the years 2020-2024. **Approve or disapprove Resolution No. 1227 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

- e. ORDINANCE NO. G-1300 - Consider adopting Ordinance No. G-1300, creating Article VIII in Chapter 42 of the Pittsburg City Code to regulate the use of dockless vehicles within the city limits of the City of Pittsburg, Kansas, and providing for regulation of permits, fees and penalties for violations thereof. **Approve or disapprove of Ordinance No. G-1300 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
September 24th, 2019

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, September 24th, 2019, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Patrick O'Bryan presiding and the following members present: Sarah Chenoweth, Dan McNally, Dawn McNay and Chuck Munsell.

Mayor O'Bryan led the flag salute.

PUBLIC INPUT –

INVOCATION - Pete Mayo, on behalf of Ascension Via Christi Health, provided an invocation.

SILVERBACK LANDING – William Strenth, 1515 Hampton, spoke in regard to the RHID approved by the Pittsburg City Commission for Silverback Landing Project one year ago. Mr. Strenth asked for the status of the Silverback Landing timeframes and inquired if the original timeframes approved with the RHID were still in effect.

E-SCOOTERS - Verna Lou Smith, 406 Winwood, expressed her concerns and spoke in regard to the dangers associated with e-scooters.

MOLD ISSUES - Trisha Hobbs, 2012 South Rouse #3101, spoke in regard to mold problems in her apartment. Ms. Hobbs requested that the City enforce the ICC Maintenance Code in regard to residential mold issue.

PROCLAMATION – Mayor O'Bryan proclaimed The City of Pittsburg as a 2020 Census Partner.

APPROVAL OF MINUTES – On motion of McNay, seconded by O'Bryan, the Governing Body approved the September 10th, 2019, City Commission Meeting minutes as presented. Motion carried.

APPROPRIATION ORDINANCE – On motion of McNay, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending September 24th, 2019, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Chenoweth, McNally, McNay, Munsell and O'Bryan. Motion carried.

ANNEXATION REQUEST AND INCENTIVE PACKAGE - MIKE CARPINO FORD LINCOLN – It was the consensus of the Governing Body to table the recommendation of the Economic Development Advisory Committee (EDAC) to consider the request submitted by Mike Carpino, owner of Mike Carpino Ford Lincoln, for annexation and an incentive package for Mr. Carpino's property located at 1097 South Highway 69, to allow City staff and the Economic Development Advisory Committee time to address sales tax created by the Service Department at Mike Carpino Ford Lincoln as it relates to the proposed incentives.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
September 24th, 2019

APPOINTMENT TO 11th JUDICIAL DISTRICT COMMUNITY CORRECTIONS ADVISORY BOARD – On motion of Munsell, seconded by Chenoweth, the Governing Body appointed Vickie Malle to a first two-year term as a member of the 11th Judicial District Community Corrections Advisory Board. Motion carried.

NON-AGENDA REPORTS & REQUESTS –

DOCKLESS VEHICLES - Deputy City Manager Jay Byers and Intern James Cox presented information regarding dockless vehicles. Deputy City Manager Byers indicated that an Ordinance regarding the regulation of dockless vehicles would be placed on an upcoming City Commission meeting agenda for consideration.

Governing Body members requested staff provide additional information regarding dockless vehicles including overall data from cities regarding problems and injuries associated with dockless vehicles, environmental benefits surrounding the use of dockless vehicles, cities that have banned dockless vehicles, and information from cities who found that dockless vehicles provided a benefit to citizens who do not own vehicles. Governing Body members suggested the information be gathered from college towns, similar in size to Pittsburg, if possible.

Commissioner Chenoweth suggested that the Governing Body revisit the City's current Ordinance that allows the use of bicycles and scooters on sidewalks in areas other than downtown.

WESTAR/EVERGY SURVEY – Mayor O'Bryan asked for feedback regarding the recent survey commissioned by Westar/Evergy regarding the possible municipalization of the electric utility. City Manager Daron Hall provided information regarding a meeting he had with the CEO of Westar/Evergy in which the survey was discussed. City Manager Hall stated that the City is owed the opportunity to study the option of municipalization. Commissioner Munsell added that he has informed citizens that the Governing Body has approved the creation and distribution of educational material for citizens regarding the potential electric utility.

SILVERBACK LANDING TIMELINE – Commissioner McNay distributed a timeline she received from City staff regarding the Silverback Landing project and the proposed timeline associated with the project.

MOLD ISSUE – Commissioner Chenoweth requested information regarding the role of government in issues such as mold as discussed by Ms. Hobbs during the Public Input portion of this meeting. Director of Community Development and Housing Quentin Holmes indicated that the City's Codes do not address mold. City Manager Daron Hall indicated that these types of housing issues are civil matters.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
September 24th, 2019

LIBERAL HIGH SCHOOL FIRE – City Manager Daron Hall stated that the Pittsburg Fire Department provided mutual aid to Liberal, Missouri, in battling the fire that destroyed the high school in Liberal. Fire Chief Mike Simons thanked the City of Pittsburg's Governing Body members and administration for allowing his department to provide the mutual aid.

SPECIAL OLYMPICS CONFERENCE – Pittsburg Police Lieutenant Chris Moore provided a summary of the International Law Enforcement Torch Run Conference that he recently attended.

SOUTH ROUSE UPDATE – Director of Public Works Cameron Alden announced that the pavement portion of the South Rouse Improvement Project has been completed.

ADJOURNMENT: On motion of McNally, seconded by Munsell, the Governing Body adjourned the meeting at 6:58 p.m. Motion carried.

Patrick J. O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: October 2, 2019

SUBJECT: Agenda Item – October 8, 2019
Aircraft Mechanic Hangar Lease

The City has received a lease between the City of Pittsburg and Zach McGuire for the lease of Hangar A at 3412 Airport Drive to be used for aircraft repair and maintenance located at the Atkinson Municipal Airport. The term of the lease for this hangar is for one (1) year beginning November 1, 2019 and ending October 31, 2020 and is renewable if both parties are agreeable. The Lessee agrees to pay the City a monthly rental of \$300.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 8, 2019. Action necessary will be approval or disapproval of this lease and, if approved, direct the Mayor to sign the lease on behalf of the City of Pittsburg.

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

Attachment: Lease

LEASE

THIS AGREEMENT, made and entered into as of the ____ day of _____ 20____, by and between the City of Pittsburg, Kansas, hereinafter referred to as the city or the Lessor, and Zach McGuire who works as an aircraft mechanic, hereinafter referred to as the Lessee.

WHEREAS, the Lessee desires to lease a hangar, which is known as Hanger A at 3412A Airport Drive which is approximately 3,416 square feet, to be used for aircraft repair and maintenance, hereinafter called "hangar", which is owned by the Lessor.

WHEREAS, the City owns and operates Atkinson Municipal Airport and is willing to lease to Lessee said hangar located on said airport property, hereinafter more fully described, upon the terms and conditions state herein.

NOW THEREFORE, in consideration of the rents, covenants and agreements herein contained, the City hereby leases to Lessee a portion of airport property, which property shall be used solely for aircraft repair and maintenance, with no other building or structure to be placed thereon.

1. This Lease shall be for one (1) years ending on October 31, 2020. The Lessee shall pay Lessor a monthly rental of \$300.00; which rental includes the rent for both the hangar and the property and shall be paid in advance on the first (1st) day of each month starting November 1, 2019.

2. It is agreed that the Lessee shall make no additions or improvements on the property without first obtaining prior written approval from Lessor for any additions or improvements, nor shall Lessee remove any of the

hangar or other additions and improvements without the express prior written approval of the Lessor.

3. It is further agreed that all future improvements, if any, by the Lessee shall be under City inspection and shall comply with all City Codes relating to construction or remodeling of buildings and other facilities in existence and applicable on the date of the City's approval; it being agreed and understood that all such improvements shall become the sole and absolute property of Lessor upon termination of this Lease.

4. The Lessee agrees that the Lessor has the right to adopt ordinances and enforce reasonable rules and regulations and that Lessee and all its employees, agents and servants will faithfully observe and comply with all ordinances, laws, rules and regulations as may be promulgated by the Lessor the United States of America or any department or agency thereof, and the State of Kansas.

5. The Lessee may not assign or transfer this Lease, or any interest therein; nor may the Lessee sublet the hangar, the property or any part thereof without the prior written consent of the Lessor, which consent will not be unreasonably denied. Any attempt at assignment or transfer shall be void and, at the option of the Lessor, deemed sufficient grounds for the cancellation and termination of this Lease.

6. It is agreed that Lessee's use of the property leased and the hangar placed thereon shall be limited to aircraft repair and maintenance and items related to the operation and use thereof; however, Lessee is prohibited from

storing disassembled or wrecked aircraft or parts outside the hangar enclosure on the property.

7. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

8. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard.

9. Lessor reserves the right, further, to develop or improve the taxiway, landing area, and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desire or views of Lessee, and without interference or hindrance.

10. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

11. During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is

executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

12. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and the United States relative to the maintenance, operation or development of the Airport.

13. The Lessee for itself, its successors in interest, and assigns, as a part of the consideration hereof, also covenant and agree as a part of the consideration hereof, also covenants and agrees a covenant running with the land that: (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises to compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

14. The Lessee agrees that no signs nor advertising materials, except as provided in paragraph 20 hereof, shall be placed or erected upon the leased property without the prior written consent of Lessor.

15. That said Lessee shall furnish and pay for all utility charges for gas, electricity, internet, telephone, and water used by Lessee at Atkinson Municipal

Airport and in or about the leased property as well as for airport services charged other users and lessees of the Airport.

16. Lessee covenants and agrees that Lessee shall indemnify and save forever harmless the Lessor, its agents, employees and servants, from any and all claims for damages of any kind or nature which may hereafter be made against the Lessor, as to the premises and all operations contemplated by this agreement. Insurance of such types and in no less than the minimum amounts required herein shall insure the Lessee against loss from liability in the amount of \$500,000 each occurrence, bodily injury and/or property damage which includes airport premises and airport operations, including \$500,000 Products & Completed Operations coverage and contractual liability, naming the Lessor as an additional insured; and Statutory Workers' Compensation applicable to the State of Kansas Statutory limits including Employers Liability (applicable only if Lessee has one or more employees).

Lessee shall further obtain and keep in force at all such time Hangar Keeper Legal Liability Insurance coverage, in a minimum amount of not less than \$500,000 each aircraft; \$500,000 per occurrence, with the Lessor listed as an additional insured.

The additional insured inclusions shall not make the Lessor a partner or joint venture with the Lessee in its operations herein. Lessee shall maintain such insurance with insurance underwriters authorized to do business in the State of Kansas satisfactory to the Lessor. Lessee shall furnish Lessor with a Certificate

of Insurance from Lessee's carrier indicating that there is such insurance coverage as hereinbefore provided on a yearly basis.

Said Certificate of Insurance shall provide that the policy or policies cannot be cancelled or materially modified except upon thirty (30) days' advance written notice by registered or certified mail to the Lessor.

In the event of an occurrence, it is further agreed that any insurance maintained by Lessor, shall apply in excess (for Lessor) of and not contribute with insurance provided by policies named in this agreement or held by the Lessee. Lessee recognizes that the required minimum amounts of coverage set forth herein may not reflect the Lessee's actual risk.

Lessee agrees that no insurance policy deductible will be in excess of \$10,000 each accident or occurrence without prior written approval of Lessor.

17. Lessee further agrees to literally and strictly comply with all laws, rules and regulations, and assurances now or hereinafter in effect, whether the same be controlled by local, state or federal law, with reference to environmental damage or injury to, or pollution or contamination of, persons, the premises leased, the Atkinson Municipal Airport or nearby properties, and shall indemnify, protect, defend, and save Lessor harmless, including damages, attorney fees, costs and expenses, from and against any and all claims or demands allegedly occurring as the result of Lessee's use of the premises and causing such damage or injury.

18. Lessor reserves the right to enter the leased premises, upon advance notice except in the event of an emergency, at any reasonable time for

the purpose of making any inspection it may deem expedient for the maintenance or security needs of either the hangar or the airport. No advance notice is required in the event of an emergency.

19. Said Lessee shall, at its own cost and expense, be responsible for the collection and timely disposal, in a sanitary manner, of all garbage, trash, and waste material from operations under this Lease Agreement. Further, Lessee shall, at its sole cost and expense, maintain the leased property and the hangar and related improvements in a clean and presentable condition consistent with good business practices. Lessee shall repair all damage to the improvements or leased property caused by its employees, invitees or agents or its operation thereon; shall maintain in good repair all equipment thereon; and shall maintain in good repair all equipment thereon.

20. Lessee shall not maintain any billboards or advertising signs upon the outside of the hangar, on other improvements or on the leased property other than its name(s) or company logo, which sign shall be erected in conformance with the then applicable general restrictions imposed by Lessor at the Airport.

21. This agreement shall automatically renew on an annual basis unless either party notifies the other in writing of its intent to terminate the agreement at least sixty (60) days prior to the end of the term then in effect. At the expiration or termination of this Lease, the Lessee agrees to give peaceful possession of the leased property, including the hangar as well as all improvements and addition, except for Lessee's personal property, to the Lessor.

22. Lessee shall pay all taxes and assessments levied against the business and the property of the Lessee which may be on the leased property at any time during the term of this Lease.

23. Washing of aircraft may take place inside or outside the hangar on the property or at some other designated site as determined by the Lessor.

24. This Lease shall be subject to cancellation by Lessee upon the happening of one or more of the following events:

a. The permanent abandonment of Atkinson Municipal Airport as an airport, or

b. The lawful assumption by the United States Government or any authorized agency hereof, of the operation, control or use of the Airport, or any substantial part of parts thereof, in such a manner as substantially to restrict Lessee, for a period of at least ninety (90) consecutive days, from operating thereon, or

c. Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) consecutive days, or

d. The default by Lessor in the performance of any covenant or agreement default for a period of sixty (60) days after receipt from Lessee of written notice to remedy the same. Provided, however, if upon receipt of notice Lessor shall have promptly begun efforts to remedy the default and shall be diligently pursuing such efforts Lessor shall be permitted to remedy the default without termination of this Lease. Lessee may exercise such right of termination by written notice to Lessor at any time after the elapse of the applicable periods of time and this Lease shall terminate as of that date. Rental due hereunder shall be payable only to the date of said termination.

25. This Lease shall be subject to cancellation by Lessor in the event Lessee shall:

- a. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after the time such payments become due, or
- b. File a voluntary petition in bankruptcy or adjudged bankrupt or insolvent, or
- c. Make a general assignment for the benefit of creditors, or
- d. Abandon the leased property for sixty (60) consecutive days, or
- e. Default in the performance of any of the agreements, covenants, and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default. Provided, however, if upon receipt of notice Lessee shall have promptly begun efforts to remedy the default and shall be diligently pursuing such efforts, Lessee shall be permitted to remedy the default without termination of this Lease, or

26. Notwithstanding the provisions of Paragraph 25, the Lessor, at its sole option, upon Lessee's violation of any agreement, condition, covenant or term of this Lease, may (i) without canceling this Lease terminate Lessee's right to possession of the hangar and property and to make such alterations and repairs as Lessor shall reasonably determine are necessary to relet the same or any part thereof (which may be for a term extending beyond the term of this Lease) and upon such other terms and conditions as are commercially reasonable. Upon such reletting, all rentals received by Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent or other charges due under this Lease from Lessee to Lessor, second, to the payment of any reasonable costs and expenses of such reletting, including brokerage fees and attorneys' fees and costs of such alterations and repairs, and third, to the payment of rent and other charges due and unpaid hereunder. In no

event shall Lessee be entitled to receive any surplus of any sums received by Lessor on a reletting in excess of the rental and other charges payable hereunder

or

(ii) without limitation, pursue such other and additional remedies as it may have, including specific performance, pursuant to the laws of the State of Kansas.

27. Waiver of any breach of the agreements, terms, conditions, or covenants of this Lease or the nonperformance of the same for any particular time shall not be construed as a waiver of any succeeding breach of the same or another agreement, term, condition, or covenant thereof, and the consent, approval, or acquiescence by Lessor or Lessee to any such breach shall not waive or render unnecessary such consent or approval of any subsequent similar breach.

28. Any notices required to be sent hereunder shall be transmitted by certified mail or personally delivered as follows:

To Lessor: City Manager
City Hall Building
4th and Pine
P.O. Box 688
Pittsburg, KS 66762

To Lessee: Zach McGuire
3412 Airport Drive
Pittsburg, KS 66762
417-850-4157

or to such other place, address, or person as may from time to time be designated in writing by either of the parties.

29. This Agreement shall extend to and be binding upon the executors, administrators, trustees, successors, heirs, receivers and assigns of the parties hereto.

30. This Lease shall constitute the entire agreement of the parties hereto and any prior agreement or understanding between the parties relating to the hangar and the property, whether written or oral, is merged herein and shall be of no separate force and effect and this Lease shall only be changed, modified, or discharged by agreement in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

(LESSEE) Zach McGuire

By: _____
Zach McGuire

ATTEST:

(LESSOR) City of Pittsburg, Kansas

City Clerk – Tammy Nagel

Mayor – Patrick O'Bryan

(SEAL)

VENDOR SET: 99 City of Pittsburg, KS

BANK: * ALL BANKS

DATE RANGE: 9/18/2019 THRU 10/01/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0001	INTERNAL USE ENCUMBRANCE ONLY							
0001	INTERNAL USE ENCUMBRANCE ONLY							
C-CHECK	INTERNAL USE ENCUMBRANCEVOIDED	V	9/20/2019			185597		41,291.36CR

* * 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:

1 VOID DEBITS

0.00

VOID CREDITS

41,291.36CR

41,291.36CR

0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	41,291.36CR	0.00	0.00
BANK:		TOTALS:	1	41,291.36CR	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/18/2019 THRU 10/01/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0321	KP&F	D	9/20/2019			000000		48,968.61
0728	ICMA	D	9/20/2019			000000		660.00
1050	KPERS	D	9/20/2019			000000		42,035.13
5904	TASC	D	9/20/2019			000000		6,056.05
6415	GREAT WEST TANDEM KPERS 457	D	9/20/2019			000000		4,644.83
6952	ADP INC	D	9/20/2019			000000		8,321.15
7290	DELTA DENTAL OF KANSAS INC	D	9/20/2019			000000		1,677.00
7290	DELTA DENTAL OF KANSAS INC	D	9/27/2019			000000		1,200.80
7877	CORESOURCE	D	9/19/2019			000000		55,992.86
7877	CORESOURCE	D	9/26/2019			000000		38,241.02
8051	AFLAC GROUP INSURANCE	D	9/23/2019			000000		3,059.16
7791	C4 HOLDINGS LLC	E	9/23/2019			005865		134.40
0021	CUES	E	9/23/2019			005866		310.52
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	9/23/2019			005867		115.00
0046	ETTINGERS OFFICE SUPPLY	E	9/23/2019			005868		556.14
0054	JOPLIN SUPPLY COMPANY	E	9/23/2019			005869		8,442.22
0055	JOHN'S SPORT CENTER, INC.	E	9/23/2019			005870		120.00
0068	BROOKS PLUMBING LLC	E	9/23/2019			005871		2,884.88
0073	K P & P INC	E	9/23/2019			005872		265.00
0087	FORMS ONE, LLC	E	9/23/2019			005873		232.40
0101	BUG-A-WAY INC	E	9/23/2019			005874		160.00
0105	PITTSBURG AUTOMOTIVE INC	E	9/23/2019			005875		997.60

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/18/2019 THRU 10/01/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0112	MARRONES INC	E	9/23/2019			005876		143.86
0117	THE MORNING SUN	E	9/23/2019			005877		373.82
0142	HECKERT CONSTRUCTION CO INC	E	9/23/2019			005878		55,260.07
0201	SPICER-ADAMS WELDING, INC.	E	9/23/2019			005879		35.00
0294	COPY PRODUCTS, INC.	E	9/23/2019			005880		2,739.29
0312	HACH COMPANY, INC	E	9/23/2019			005881		353.48
0317	KUNSHEK CHAT & COAL CO, INC.	E	9/23/2019			005882		3,502.69
0516	AMERICAN CONCRETE CO INC	E	9/23/2019			005883		5,722.42
0577	KANSAS GAS SERVICE	E	9/23/2019			005884		1,256.68
0585	MOLLE MC AUTOMOTIVE INC	E	9/23/2019			005885		159.73
0628	KC BOBCAT	E	9/23/2019			005886		66.38
0631	TRI-STATE BUILDING & SUPPLY CO	E	9/23/2019			005887		20,000.00
0661	SAFETY-KLEEN SYSTEMS INC	E	9/23/2019			005888		50.00
0711	HAYNES EQUIPMENT CO INC	E	9/23/2019			005889		14,700.00
0746	CDL ELECTRIC COMPANY INC	E	9/23/2019			005890		2,634.00
0823	TOUCHTON ELECTRIC INC	E	9/23/2019			005891		799.00
0844	HY-FLO EQUIPMENT CO., INC.	E	9/23/2019			005892		171.93
1767	KIM VOGEL	E	9/23/2019			005893		132.24
1792	B&L WATERWORKS SUPPLY, LLC	E	9/23/2019			005894		4,431.44
2005	GALLS PARENT HOLDINGS, LLC	E	9/23/2019			005895		44.90
2137	VAN-WALL EQUIPMENT, INC	E	9/23/2019			005896		208.60
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	9/23/2019			005897		2,260.28

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/18/2019 THRU 10/01/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2707	THE LAWNSCAPE COMPANY, INC.	E	9/23/2019			005898		1,036.50
2960	PACE ANALYTICAL SERVICES LLC	E	9/23/2019			005899		4,293.00
3248	AIRGAS USA LLC	E	9/23/2019			005900		38.70
3261	PITTSBURG AUTO GLASS	E	9/23/2019			005901		150.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	9/23/2019			005902		125.90
4603	KANSAS GOLF AND TURF INC	E	9/23/2019			005903		63.03
4621	JCI INDUSTRIES INC	E	9/23/2019			005904		1,318.00
5275	US LIME COMPANY-ST CLAIR	E	9/23/2019			005905		4,523.52
5514	JOE NOGA	E	9/23/2019			005906		750.00
5519	TOTAL ELECTRONICS CONTRACTING	E	9/23/2019			005907		89.00
5558	MALLE SERVICE & SUPPLY	E	9/23/2019			005908		105.47
5770	KANSAS CITY FREIGHTLINER SALES	E	9/23/2019			005909		7,264.80
5855	SHRED-IT US JV LLC	E	9/23/2019			005910		104.04
6162	OZARK CRANE SERVICE INC	E	9/23/2019			005911		3,081.60
6524	ELLIOTT EQUIPMENT COMPANY	E	9/23/2019			005912		303.63
6595	AMAZON.COM, INC	E	9/23/2019			005913		12,609.46
7038	SIGNET COFFEE ROASTERS	E	9/23/2019			005914		41.25
7377	US AWARDS INC	E	9/23/2019			005915		650.00
7572	OZARK MOUNTAIN ENERGY, INC	E	9/23/2019			005916		17,452.79
7620	POMP'S TIRE SERVICE INC	E	9/23/2019			005917		46.00
7806	CORE & MAIN LP	E	9/23/2019			005918		3,737.60
7930	SANDERSON PIPE CORPORATION	E	9/23/2019			005919		3,290.00

VENDOR SET: 99 City of Pittsburg, KS

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DATE RANGE: 9/18/2019 THRU 10/01/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8093	DUNCAN & ALLEN	E	9/23/2019			005920		12,339.50
8095	BAKER TILLY VIRCHOW KRAUSE, LL	E	9/23/2019			005921		12,556.33
5340	COMMERCE BANK TRUST	E	9/27/2019			005923		39,608.99
0046	ETTINGERS OFFICE SUPPLY	E	9/30/2019			005924		291.58
0054	JOPLIN SUPPLY COMPANY	E	9/30/2019			005925		1,774.62
0087	FORMS ONE, LLC	E	9/30/2019			005926		70.40
0105	PITTSBURG AUTOMOTIVE INC	E	9/30/2019			005927		264.03
0112	MARRONES INC	E	9/30/2019			005928		289.25
0133	JIM RADELL CONSTRUCTION COMPAN	E	9/30/2019			005929		15,225.50
0135	PITTSBURG AREA CHAMBER OF COMM	E	9/30/2019			005930		20,500.00
0142	HECKERT CONSTRUCTION CO INC	E	9/30/2019			005931		3,308.49
0181	INGRAM	E	9/30/2019			005932		24.56
0203	GADES SALES CO INC	E	9/30/2019			005933		1,356.32
0276	JOE SMITH COMPANY, INC.	E	9/30/2019			005934		910.48
0294	COPY PRODUCTS, INC.	E	9/30/2019			005935		59.84
0306	CASTAGNO OIL CO INC	E	9/30/2019			005936		900.00
0345	VICTOR L PHILLIPS CO	E	9/30/2019			005937		1,531.20
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	9/30/2019			005938		4,130.00
0583	DICKINSON INDUSTRIES INC	E	9/30/2019			005939		6,445.00
0628	KC BOBCAT	E	9/30/2019			005940		23.68
0659	PAYNES INC	E	9/30/2019			005941		625.00
0844	HY-FLO EQUIPMENT CO., INC.	E	9/30/2019			005942		30.83

VENDOR SET: 99 City of Pittsburg, KS

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DATE RANGE: 9/18/2019 THRU 10/01/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0866	AVFUEL CORPORATION	E	9/30/2019			005943		19,088.72
0969	SOUTHEAST KANSAS COMMUNITY ACT	E	9/30/2019			005944		15,000.00
1033	BOLLINGER GROUP, LLC	E	9/30/2019			005945		100.00
1792	B&L WATERWORKS SUPPLY, LLC	E	9/30/2019			005946		1,689.07
2005	GALLS PARENT HOLDINGS, LLC	E	9/30/2019			005947		60.00
2161	RECORDED BOOKS, LLC	E	9/30/2019			005948		35.99
2678	MID AMERICA ROOFING,	E	9/30/2019			005949		15,700.00
2767	BRENNTAG SOUTHWEST, INC	E	9/30/2019			005950		1,436.00
3261	PITTSBURG AUTO GLASS	E	9/30/2019			005951		50.00
3802	BRENNTAG MID-SOUTH INC	E	9/30/2019			005952		2,259.00
4307	HENRY KRAFT, INC.	E	9/30/2019			005953		134.83
4354	LIFESTYLE LEASING INC	E	9/30/2019			005954		1,935.00
4452	RYAN INSURANCE, LLC	E	9/30/2019			005955		1,485.00
4603	KANSAS GOLF AND TURF INC	E	9/30/2019			005956		221.24
5236	SHOWCASES	E	9/30/2019			005957		57.09
5275	US LIME COMPANY-ST CLAIR	E	9/30/2019			005958		4,549.56
5615	CERTIFIED LABORATORIES	E	9/30/2019			005959		359.10
6402	BEAN'S TOWING & AUTO BODY	E	9/30/2019			005960		1,497.55
6498	BLUEGLOBES LLC	E	9/30/2019			005961		55.43
6547	MO MAX SALES INC	E	9/30/2019			005962		22.10
7028	MATTHEW L. FRYE	E	9/30/2019			005963		400.00
7038	SIGNET COFFEE ROASTERS	E	9/30/2019			005964		45.00

VENDOR SET: 99 City of Pittsburg, KS

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DATE RANGE: 9/18/2019 THRU 10/01/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7167	MAILFINANCE, INC	E	9/30/2019			005965		345.93
7427	OLSSON INC	E	9/30/2019			005966		7,942.45
8149	UNMANNED VEHICLE TECHNOLOGIES	E	9/30/2019			005967		4,299.00
8099	TODD BIGGS	R	9/20/2019			185587		96.00
8161	JOHN C. HOYER	R	9/20/2019			185588		1,684.42
5283	CLASS LTD	R	9/20/2019			185589		21.00
6865	MICHAEL S COLE	R	9/20/2019			185590		128.00
8035	COMMERCIAL GASKET & PACKING CO	R	9/20/2019			185591		300.00
4263	COX COMMUNICATIONS KANSAS LLC	R	9/20/2019			185592		25.21
8074	DEHN DAVENPORT	R	9/20/2019			185593		160.00
7345	MIKE FORD	R	9/20/2019			185594		160.00
7993	GERALD E WARREN, II	R	9/20/2019			185595		1,356.25
8101	GAVIN GLOVER	R	9/20/2019			185596		105.00
0001	INTERNAL USE ENCUMBRANCE ONLY	V	9/20/2019			185597		41,291.36
0001	INTERNAL USE ENCUMBRANCE ONLY							
0001	INTERNAL USE ENCUMBRANCE ONLY							
M-CHECK	INTERNAL USE ENCUMBRANCEVOIDED	V	9/20/2019			185597		41,291.36CR
1	JAJO, BIULLA	R	9/20/2019			185598		250.00
0845	JOCK'S NITCH	R	9/20/2019			185599		32.00
8145	SHELBY JONES	R	9/20/2019			185600		160.00
8100	JANKO KALAN	R	9/20/2019			185601		105.00
2877	KDHE - BUREAU OF WATER	R	9/20/2019			185602		35.00
1370	KDHE	R	9/20/2019			185603		500.00

VENDOR SET: 99 City of Pittsburg, KS

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DATE RANGE: 9/18/2019 THRU 10/01/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8148	LANDEN KEHL	R	9/20/2019			185604		140.00
8154	JOE KOLARIK	R	9/20/2019			185605		220.00
7989	ETHAN LIGHT	R	9/20/2019			185606		137.00
7988	RONNIE LIGHT	R	9/20/2019			185607		137.00
7635	DOUG LINDER	R	9/20/2019			185608		65.00
0033	LOU'S GLOVES	R	9/20/2019			185609		249.00
8075	JOHN GARY MADISON	R	9/20/2019			185610		265.00
7938	ROSANO DEL PILAR MENDEZ	R	9/20/2019			185611		25.00
7392	ASSURECO RISK MANAGEMENT & REG	R	9/20/2019			185612		350.00
8146	WASTE CORPORATION OF KANSAS, L	R	9/20/2019			185613		2.99
8067	HAROLD LEROY SMITH	R	9/20/2019			185614		1,300.00
0188	SECRETARY OF STATE	R	9/20/2019			185615		25.00
1	SEK HUMANE SOCIETY	R	9/20/2019			185616		142.00
8098	AUSTIN SOUDER	R	9/20/2019			185617		160.00
7532	CRAIG TAYLOR	R	9/20/2019			185618		160.00
7325	TODD A FISHER	R	9/20/2019			185619		128.00
6260	TRANE	R	9/20/2019			185620		695.00
7881	LOGAN VANBECELAERE	R	9/20/2019			185621		70.00
4839	VB ENTERPRISES, INC	R	9/20/2019			185622		675.00
8151	WADE WATTS	R	9/20/2019			185623		105.00
1108	WESTAR ENERGY	R	9/20/2019			185624		2,956.25
5371	PITTSBURG FAMILY YMCA	R	9/20/2019			185625		392.50

VENDOR SET: 99 City of Pittsburg, KS

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DATE RANGE: 9/18/2019 THRU 10/01/2019

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5561	AT&T MOBILITY	R	9/27/2019			185631		132.15
6545	CENTER POINT INC	R	9/27/2019			185632		75.31
4263	COX COMMUNICATIONS KANSAS LLC	R	9/27/2019			185633		43.72
8163	CRAWFORD COUNTY ATTORNEY	R	9/27/2019			185634		957.30
8120	HOAG RESTAURANT EQUIPMENT INC.	R	9/27/2019			185635		13,151.88
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	9/27/2019			185636		349.12
8154	JOE KOLARIK	R	9/27/2019			185637		40.00
7945	LUCKY-BUT LAWN CARE, LLC	R	9/27/2019			185638		40.00
8075	JOHN GARY MADISON	R	9/27/2019			185639		100.00
7697	MARTIN MEDINA	R	9/27/2019			185640		1,060.00
7938	ROSANO DEL PILAR MENDEZ	R	9/27/2019			185641		25.00
7151	TOTALFUNDS	R	9/27/2019			185642		1,000.00
7596	PAUL MULIK	R	9/27/2019			185643		145.00
1108	WESTAR ENERGY	R	9/27/2019			185644		102.42

* * T O T A L S * *

NO

INVOICE AMOUNT

DISCOUNTS

CHECK AMOUNT

REGULAR CHECKS:

52

72,030.88

0.00

30,739.52

HAND CHECKS:

0

0.00

0.00

0.00

DRAFTS:

11

210,856.61

0.00

210,856.61

EFT:

102

391,371.92

0.00

391,371.92

NON CHECKS:

0

0.00

0.00

0.00

VOID CHECKS:

0 VOID DEBITS

0.00

VOID CREDITS

41,291.36CR

41,291.36CR

0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	165	632,968.05	0.00	632,968.05
BANK: 80144 TOTALS:	165	632,968.05	0.00	632,968.05
REPORT TOTALS:	165	632,968.05	0.00	632,968.05

Passed and approved this 8th day of October, 2019.

Patrick J. O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

MATT BACON
Director of Public Utilities

KIM VOGEL
Director of Parks & Recreation

DATE: October 1, 2019

SUBJECT: Agenda Item – October 8, 2019
PUBLIC HEARING – Community Improvement Application

The City of Pittsburg advertised for a Public Hearing to be held on Tuesday, October 8th, 2019, at the City Commission Meeting commencing at 5:30 p.m., for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant (CDBG) Program funds under the Community Facilities category.

The specific project application to be discussed is to provide new wearing surfaces and markings to U.S.-69B (North Broadway) from 2nd to 11th Street and K-126 (4th Street) from Pine to Broadway. The estimated project cost is \$909,931 with a grant request for \$561,631 and forced labor costs of \$9,300 and the remaining \$339,000 from Pittsburg's City Street Sales Tax Fund.

Other project proposals introduced at the hearing will be considered. Oral and Written comments will be recorded and become a part of the City of Pittsburg CDBG Citizen Participation Plan.

MEMO TO: DARON HALL
OCTOBER 1, 2019
PAGE TWO

If the Governing Body elects to approve the City's request to apply for these funds, it will be necessary to approve the following resolutions:

- Resolution No. 1224 – A Resolution certifying legal authority to apply for the 2020 Kansas Small Cities Community Development Block Grant Program from the Kansas Department of Commerce and authorizing the Mayor to sign and submit such an application.
- Resolution No. 1225 - A Resolution assuring the Kansas Department of Commerce that funds will be continually provided for the operation and maintenance of improvements to the street system to be financed with Community Development Block Grant funds.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 8th, 2019. Action necessary will be approval or disapproval of staff's request to submit an application to the Kansas Department of Commerce for Small Cities Community Development Block Grant Program funds and, if approved, authorize the Mayor to sign all appropriate documents.

Attachments: Resolution No.'s 1224 and 1225

THE CITY/COUNTY OF PITTSBURG, KANSAS

RESOLUTION NO. 1224

RESOLUTION CERTIFYING LEGAL AUTHORITY
TO APPLY FOR THE 2020 KANSAS
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FROM THE KANSAS DEPARTMENT OF COMMERCE
AND AUTHORIZING THE MAYOR/COMMISSIONER
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City/County of Pittsburg, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City/County of Pittsburg, Kansas, intends to submit an application for assistance from the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City/County of Pittsburg, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR/COMMISSIONER of Pittsburg, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$339,000 in cash funds toward this project and \$9,300 in force account labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY/COUNTY OF Pittsburg, KANSAS, this 8th day of October, 2019.

APPROVED _____
MAYOR/COMMISSIONER

ATTEST _____

(SEAL)

THE CITY/COUNTY OF PITTSBURG, KANSAS

CITY/COUNTY OF PITTSBURG, KANSAS

RESOLUTION NO. 1225

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

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

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

WHEREAS, The City/County of Pittsburg has determined that the annual operation and maintenance costs of the street improvements are anticipated to be approximately \$2,500; and,

WHEREAS, The annual street budget has been determined to be adequate to fund the operation and maintenance of the street improvements,

NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City/County of Pittsburg, Kansas, hereby assures the Kansas Department of Commerce that sufficient funds will be provided for the continued operation and maintenance of the above described improvement; that these operation and maintenance costs will be reviewed annually; and that the budget will be adjusted, when necessary, to reflect and cover any increase in costs.

ADOPTED BY THE GOVERNING BODY OF THE CITY/COUNTY OF PITTSBURG, KANSAS THIS 8th DAY OF October, 2019.

ATTEST:

MAYOR/COMMISSIONER

CITY CLERK/COUNTY CLERK

(SEAL)

INTEROFFICE MEMORANDUM

To: DARON HALL, TAMMY NAGEL
From: MEGAN KEENER
CC: QUENTIN HOLMES
Date: OCTOBER 1, 2019
Subject: *AGENDA ITEM: OCTOBER 8, 2019*
PUBLIC HEARING
5 YEAR/ANNUAL PLAN AND RESOLUTION

The Pittsburg Public Housing Agency (PHA) is required to adopt the S8 HCV Annual Plan each 5 year. These documents are used as the PHA's guide for the local S8 HCV program administration. Following this memo and available for review and approval is the PHA's 5 Year Plan, which is provided in the required format established through the Department of Housing and Urban Development (HUD). A list of revisions made to the PHA's 2019 Administration Plan as already been reviewed and approval. The revisions will be sent along with the PHA's 5 Year Plan.

This recommendation is being presented to the Governing Body for consideration during a **Public Hearing** on October 8, 2019. Action requested is the review and approval by the Governing Body of the PHA 5 Year Plan documents and for the Mayor to sign all required certifications. A Resolution is also required to be adopted and included with the PHA's Plan submission to HUD.

Attachments:

- 1) 5 YR/Annual Plan;
- 2) Certification of Compliance (signature required);
- 3) Civil Rights Certification (signature required); and

RESOLUTION # 1226

A RESOLUTION ADOPTING THE 2020 SECTION 8 ADMINISTRATION PLAN AND 2020 5 YEAR/ANNUAL PLAN FOR THE CITY OF PITTSBURG PUBLIC HOUSING AGENCY. THE DOCUMENTS ARE USED IN ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 8 HOUSING CHOICE VOUCHER PROGRAM ADMINISTERED BY THE CITY OF PITTSBURG PUBLIC HOUSING AGENCY.

WHEREAS, the City of Pittsburg Board of Commissioners functions as the Board for the Pittsburg Public Housing Agency; and

WHEREAS, the Dept. of Housing and Urban Development requires adoption of the policy documents; and

WHEREAS, the Board has received no negative comments from the public regarding the Section 8 Administration Plan and 5 Year/Annual Plan policies and procedures; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, that the Mayor and the City Commissioners of Pittsburg, Kansas, hereby agree to officially adopt the 2020 Section 8 Administration Plan and 2020 5 Year/Annual Plan as presented to include any and all amendments by Board Resolution and authorize signature on the necessary certifications as required by the Dept. of Housing and Urban Development.

Passed and approved by the Governing Body of the City of Pittsburg, Kansas, this 8th day of October, 2019.

Patrick J. O'Bryan, Mayor

Tammy Nagel, City Clerk

5-Year PHA Plan (for All PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0226
Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

A.	PHA Information.																																					
A.1	<p>PHA Name: _____ PHA Code: _____</p> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): _____</p> <p>PHA Plan Submission Type: <input type="checkbox"/> 5-Year Plan Submission <input type="checkbox"/> Revised 5-Year Plan Submission</p> <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p> <table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th><th rowspan="2">PHA Code</th><th rowspan="2">Program(s) in the Consortia</th><th rowspan="2">Program(s) not in the Consortia</th><th colspan="2">No. of Units in Each Program</th></tr> <tr> <th>PH</th><th>HCV</th></tr> </thead> <tbody> <tr> <td>Lead PHA:</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>						Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																							
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				PH	HCV																																	
Lead PHA:																																						

B.	5-Year Plan. Required for all PHAs completing this form.
B.1	Mission. State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years.
B.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years.
B.3	Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.
B.4	Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.
B.5	Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.
B.6	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the 5-Year PHA Plan?</p> <p>Y N <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
B.7	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i> , must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>

Instructions for Preparation of Form HUD-50075-5Y

5-Year PHA Plan for All PHAs

A. PHA Information [24 CFR §903.23\(4\)\(e\)](#)

- A.1** Include the full **PHA Name**, **PHA Code**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table.

B. 5-Year Plan.

- B.1 Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. ([24 CFR §903.6\(a\)\(1\)](#))

- B.2 Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. ([24 CFR §903.6\(b\)\(1\)](#)) For Qualified PHAs only, if at any time a PHA proposes to take units offline for modernization, then that action requires a significant amendment to the PHA's 5-Year Plan.

- B.3 Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. ([24 CFR §903.6\(b\)\(2\)](#))

- B.4 Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. ([24 CFR §903.6\(a\)\(3\)](#))

- B.5 Significant Amendment or Modification.** Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.

B.6 Resident Advisory Board (RAB) comments.

- (a) Did the public or RAB provide comments?
- (b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. ([24 CFR §903.17\(a\)](#), [24 CFR §903.19](#))

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average .76 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Attachment 1

Goals and Objectives

The PHA's standards include:

- Administer applicable federal and state laws and regulations to achieve high ratings in performance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.
- Provide decent, safe, and sanitary housing – in compliance with program housing quality standards – for very low income families while ensuring that family rents are fair, reasonable, and affordable.
- Encourage self-sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human services' needs.
- Promote fair housing and the equal opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.
- Promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to very low-income families.
- Promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.
- Create positive public awareness and expand the level of family, owner, and community support in accomplishing the PHA's mission.
- Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.
- Administer an efficient, high-performing agency through continuous improvement of the PHA's support systems and a high level of commitment to our employees and their development.
- Add additional program to our office

Attachment 2

Progress Report

The PHA's standards include:

- Continued proven success through SEMAP High Performer Status;
- Successful external quality control measures: No S8 HCV program operations error found in FYE 2018 Audit;
- Measurable program lease up utilization at over 99% (which accounts for use of program reserve funds, as well);
- Established inter-agency and family resource advocates partnerships through communication & educational literature sharing, etc;
- City municipality planning and administration focus on identifying and working to address the housing needs of our community
- Adding additional programs to our office
 - TBRA Security Deposit
 - Emergency Solutions Grant (ESG)
 - Applied for Family Self Sufficiency Coordinator position
 - Applying for the Tenant Protection Voucher for Foster Youth to Independence Initiative

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or ___ Annual PHA Plan for the PHA fiscal year beginning ____, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

PHA Name

PHA Number/HA Code

_____ Annual PHA Plan for Fiscal Year 20_____

_____ 5-Year PHA Plan for Fiscal Years 20_____ - 20_____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official

Title

Signature

Date

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: October 2, 2019

SUBJECT: October 8, 2019 Agenda Item
Mike Carpino Ford annexation request

On September 24, 2019, an Economic Development Advisory Committee (EDAC) incentive recommendation was presented to the City Commission, coupled with annexation request from Mike Carpino Ford Lincoln. This project is expected to generate a significant amount of new sales tax revenue for the City.

As there were questions related to the recommendation language, the City Commission requested to have the EDAC recommendation clarified. The EDAC met on October 2, 2019 and clarified that its recommendation does include all sales tax generated by the dealership and that Mr. Carpino would be reimbursed 12.5% of the costs associated with planned renovation of the facility, with the City's commitment not to exceed \$250,000. As the property tax exemption was not in question, that portion of the recommendation was not discussed further on October 2.

The EDAC recommendation is as follows:

- Mr. Carpino will be reimbursed 12.5% of the costs associated with the planned renovation of the facility, with the City's commitment not to exceed \$250,000. Should Mike Carpino Ford Lincoln cease operations and/or be deannexed from the City the Pittsburgh within three years, Mr. Carpino would repay these funds back to the City.
- Mr. Carpino will receive 50% of the new city sales tax generated by Mike Carpino Ford Lincoln, based on annual sales volume, which would be verified by the City of Pittsburgh. This agreement would be in place for ten

- years and would be contingent on Mike Carpino Ford remaining in business and inside the Pittsburg city limits.
- Following City of Pittsburg approval of Mr. Carpino's annexation request, the City of Pittsburg will facilitate a request for an economic development property tax exemption, which will essentially freeze the property tax values at the pre-renovation level.

These proposed incentives are based on the assumption that the dealership is owned by Mike Carpino Ford Lincoln. Should the dealership change ownership, any discussions regarding incentives would need to be established between the City of Pittsburg and the new owners, and would be contingent upon the dealership remaining in the city limits.

Please place these items on the agenda for the City Commission meeting scheduled for Tuesday, October 8, 2019. Action being requested is approval or denial of the Mike Carpino Ford Lincoln annexation request and recommended economic development incentive package and, if approved, authorize the Mayor to sign the appropriate documents.

Michael & Lynn Carpino
Mike Carpino Ford Lincoln
1097 S Hwy 69
Pittsburg, Ks 66762

City of Pittsburg
201 W 4th St
Pittsburg, Ks 66762

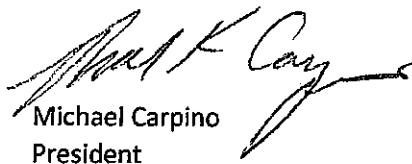
City of Pittsburg,

I would like the city to consider my request for Annexation the following parcel into city limits, contingent on the approval of the attached economic development incentive package. Commonly known as 1097 S Hwy 69 Pittsburg, Kansas. Legal description as follows:

A portion of the Southwest Quarter of the Southeast Quarter of Section 6, Township 31 South, Range 25 East of the Sixth Principal Meridian, Crawford Count, Kansas, according to the United States Government Survey thereof, bounded and described as follows:

Commencing at the Southeast corner of said Southwest Quarter of the Southeast Quarter; thence on a bearing of South 88 degrees 10 minutes 57 seconds West (Kansas Coordinate System, 1983, South Zone) along the South line of said Southeast Quarter a distance of 65.00 feet to the point of beginning of the following described tract: Thence on a bearing of North 01 degree 49 minutes 03 seconds West and perpendicular to said South line a distance of 412.50 feet; Thence on a bearing of South 88 degrees 10 minutes 57 seconds West on a line being perpendicular to the last described course and parallel with said South line of the Southeast Quarter a distance of 726.00 feet; Thence on a bearing of South 01 degree 49 minutes 03 seconds East and perpendicular to the last described course a distance of 412.50 feet to said South line of the Southwest Quarter of the Southeast Quarter; Thence on a bearing of North 88 degrees 10 minutes 57 seconds East along said South line a distance of 726.00 feet to the point of the beginning.

Sincerely,


Michael Carpino
President



BRENT NARGES
Chief of Police

PITTSBURG

POLICE DEPARTMENT

Beard-Shanks Law Enforcement Center

201 North Pine Street
Pittsburg, Kansas 66762
(620) 235-0400

INTEROFFICE MEMORANDUM

To: City Manager Daron Hall
Chief Brent Narges

From: Major Tim Tompkins

CC:

Date: Monday, September 23, 2019

Subject: Dance Hall License Renewal

City Clerk Tammy Nagel has received a request for a Dance Hall License renewal submitted by Mr. James Beckley, owner of Jimmy B's Bar located at 202 N. Locust. Mr. Beckley was granted his initial licenses for operation on October 24, 2018. Therefore, this is the first renewal request for Mr. Beckley.

As with all Dance Hall License renewals, I have reviewed the calls for service for the period of October 24, 2018 through September 23, 2019. During the period reviewed, the police department received 15 calls for police services, completed 5 routine bar checks, and filed 3 offense reports. One of the offenses filed involved the unlawful entry of persons under 21 into the establishment. As a result of that incident, an employee of the bar was cited for allowing unauthorized entry. This incident occurred on May 2, 2019, however, there have been no other issues of alcohol violations noted since that occurrence.

Therefore, based on a review of the calls for service and offense reports filed, by both myself and Alcohol Compliance Supervisor Lieutenant Diana Fries, I would recommend the Governing Body approve the Dance Hall License renewal request as submitted by Mr. Beckley. Should you have any questions or desire any further information, please contact me. I will also be in attendance at the City Commission meeting should Commissioners have any questions as well.

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Director of Finance

DATE: September 25, 2019

SUBJECT: Agenda Item – Audit Contract 2019 Fiscal Year

The City's current auditing firm of Mize Houser has ceased engagement in municipal audits. I therefore posted an Audit Request for Proposal (RFP) on the City's website and sent out RFP's to Kansas firms who have experience with GAAP audits, Comprehensive Annual Financial Reports (CAFRS) and federal award single audits. The RFP requested an audit for the 2019 fiscal year with options for the following four years. I received two submittals and two declines.

Based upon price and previous experience I am recommending the auditing firm of Berberich Trahan for the 2019 fiscal year audit. Action necessary will be to approve the attached 2019 auditing contract with Berberich Trahan in the amount of \$38,000.

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

cc: Tammy Nagel, City Clerk

City of Pittsburg
2019 Audit RFP

	BKD Wichita	Berberich Trahan Topeka
Kansas Licensed	Yes	Yes
Municipal Audit Experience	Yes	Yes
Single Audit Experience	Yes	Yes
CAFR Experience	Yes	Yes
Fee:		
2020	\$49,450	\$38,000
2021	\$51,375	\$39,000
2022	\$53,375	\$40,000
2023	\$55,450	\$41,000
2024	\$57,600	\$42,000
Current KS Clients:	Sedgwick County Haysville Pratt	Atchison Derby DeSoto Hiawatha El Dorado Mission Manhattan Newton Prairie Village



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

September 18, 2019

Honorable Mayor and City Commission
City of Pittsburg, Kansas
201 W. 4th Street, P.O. Box 688
Pittsburg, Kansas 66762

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the City of Pittsburg, Kansas's (the City) governmental activities, business-type activities, discretely presented component unit, each major fund, the aggregate remaining fund information, and the budgetary comparisons for the general fund and the street and highway fund as of and for the year ended December 31, 2019 which collectively comprise the basic financial statements. We will also apply certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America and will report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We are pleased to confirm our understanding of this audit engagement by means of this letter. Our acceptance of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures, including review of the audit documentation of your previous auditors. We will notify you promptly if we become aware of anything during our acceptance procedures or the review of audit documentation that results in our not being able to continue this engagement.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

You have informed us that you desire us to issue a report on the basic financial statements of the City as of and for the year ended December 31, 2019 conforming only to the requirements of auditing standards generally accepted in the United States of America. This reporting will not be used for purposes to comply with a requirement calling for an audit in accordance with *Government Auditing Standards*.

We will also perform the audit of the City as of December 31, 2019, so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

An Independently Owned Member, RSM US Alliance

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.

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Honorable Mayor and City Commission
City of Pittsburg, Kansas
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The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the "Kansas Municipal Audit and Accounting Guide"; "Government Auditing Standards" (GAS) issued by the Comptroller General of the United States; and the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*, and U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards, regulations, supplements, or guides require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the City Commission (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The component unit whose financial statements you have told us are to be included as part of the City's basic financial statements is the Pittsburg Public Library.



Honorable Mayor and City Commission
City of Pittsburg, Kansas
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We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our report on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below.
- c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- d. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- e. For report distribution; and
- f. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit;
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - (4) When applicable, a summary schedule of prior audit findings; and
 - (5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.



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City of Pittsburg, Kansas
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As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

Management is responsible for the preparation of the required supplementary information and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI or supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (d) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and (g) submitting the reporting package and data collection form.

Honorable Mayor and City Commission
City of Pittsburg, Kansas
Page 5

The City Commission is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the City.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend that we be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

Berberich Trahan & Co., P.A., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Berberich Trahan & Co., P.A., also has not performed any procedures relating to this official statement.

Because Berberich Trahan & Co., P.A. will rely on the City and its management and City Commission to discharge the foregoing responsibilities, the City holds harmless and releases Berberich Trahan & Co., P.A., its directors, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management which has caused, in any respect, Berberich Trahan & Co., P.A.'s breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with Jamie Clarkson, Director of Finance. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Honorable Mayor and City Commission
City of Pittsburg, Kansas
Page 6

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements, including preparing the financial statements and note disclosures, assistance with entitywide entries, and assistance with the Federal Audit Clearinghouse submission. The GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The City has agreed that Jamie Clarkson, Director of Finance, possesses suitable skill, knowledge, or experience and that the individual understands the non-audit services to be performed sufficiently to oversee them. Accordingly, the management of the City agrees to the following:

1. The City has designated Jamie Clarkson, Director of Finance, as a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services.
2. Jamie Clarkson, Director of Finance will assume all management responsibilities for subject matter and scope of the non-audit services listed above.
3. The City will evaluate the adequacy and results of the services performed.
4. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management and those charged with governance of the objectives of the non-audit service, the services to be performed, the City's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit service. We believe this letter documents that understanding.

Other Relevant Information

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

RSM US LLP will be available to support Berberich Trahan & Co., P.A. by rendering services related to the performance of the engagement. If a situation occurs in connection with the proposed engagement for which we would request the services of RSM US LLP, we will notify you and obtain permission from you before giving access to your records. We will maintain supervision, control and ultimate responsibility for the performance of this engagement.

Berberich Trahan & Co., P.A. is independently owned and operated and assumes full responsibility for the quality of service delivered to our clients. We are responsible for our own client fee arrangements and maintenance of our client relationships.



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

Honorable Mayor and City Commission
City of Pittsburg, Kansas
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RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM US LLP and RSM International. RSM, the RSM logo and RSM US ALLIANCE are trademarks of RSM International Association or RSM US. The services and products provided by RSM US Alliance are proprietary to RSM US LLP.

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from City personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. In accordance with our proposal, our fee for this audit engagement, which includes out-of-pocket expenses, will be \$ 35,000 for the financial statement audit and \$ 3,000 for the Single Audit. If a Single Audit with more than one major program is required, we anticipate an additional fee of \$ 1,500 per additional major program (depending on the complexity of the program) for compliance testing and reporting. The quoted fee for the year ended December 31, 2019 will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered. No changes will be made in the maximum agreed to amount without discussion with you regarding the proposed change. All other provisions of this letter will survive any fee adjustment. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In accordance with our policy, a finance charge of 1% per month will be applied to balances that are over 60 days old. Payments will be applied first to the accrued finance charges and then to outstanding invoices.



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

Honorable Mayor and City Commission
City of Pittsburg, Kansas
Page 8

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Berberich Trahan & Co., P.A. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Berberich Trahan & Co., P.A. audit personnel and at a location designated by our Firm.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. Our association with the CAFR is to consist of performing a review of the CAFR to insure its readiness for submission.

Claim Resolution

The City and Berberich Trahan & Co., P.A. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by Berberich Trahan & Co., P.A. or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. Berberich Trahan & Co., P.A.'s liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to Berberich Trahan & Co., P.A. for the services rendered under this arrangement letter.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Honorable Mayor and City Commission
City of Pittsburg, Kansas
Page 9

The City and Berberich Trahan & Co., P.A. both agree that any dispute over fees charged by Berberich Trahan & Co., P.A. to the City will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by Berberich Trahan & Co., P.A., each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Information Security – Miscellaneous Terms

Berberich Trahan & Co., P.A. is committed to the safe and confidential treatment of the City's proprietary information. Berberich Trahan & Co., P.A. is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The City agrees that it will not provide Berberich Trahan & Co., P.A. with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the City's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Berberich Trahan & Co., P.A. may terminate this relationship immediately in its sole discretion if Berberich Trahan & Co., P.A. determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Berberich Trahan & Co., P.A.'s client acceptance or retention standards, or if the City is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the City or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Commission of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

Honorable Mayor and City Commission
City of Pittsburg, Kansas
Page 10

In addition to our report on the City's financial statements, we will also issue the following types of reports:

- A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending December 31, 2019.
- Reports on internal control related to the financial statements, and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), on each major program.
- An accompanying schedule of findings and questioned costs.

Please sign and return the enclosed copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Very truly yours,

BERBERICH TRAHAN & CO., P.A.

Stacey A. Hammond
Director

SAH:tls
Enclosures

Confirmed on behalf of the City of Pittsburg, Kansas:

City Commission

Date

City Manager

Date



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

Honorable Mayor and City Commission
City of Pittsburg, Kansas
Page 11

A signed copy of this arrangement letter will be forwarded to the following pursuant to *Government Auditing Standards* Amendment No. 2, "Auditor Communication."

Jamie Clarkson, Director of Finance

Report on the Firm's System of Quality Control

December 4, 2017

To the Directors of
Berberich Trahan & Co., P.A.
and the Peer Review Committee of the Kansas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berberich Trahan & Co., P.A. (the firm) in effect for the year ended June 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under Government Auditing Standards, including compliance audits under the Single Audit Act, and an audit of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berberich Trahan & Co., P.A. in effect for the year ended June 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Berberich Trahan & Co., P.A. has received a peer review rating of *pass*.

Brown Smith Wallace, LLP

Brown Smith Wallace, LLP

Resoluton No. 1227

Whereas, a Capital Improvements Program is an important management tool that allows long range capital projects to be anticipated and managed in an orderly fashion; and

Whereas, a Capital Improvements Program allows for capital projects to be financed in the most cost efficient manner possible;

Whereas, the City staff has drafted and presented a proposed five year Capital Improvements Program for the years 2020 through 2024, which details the city's capital project needs and funding sources for this period;

Now therefore be it resolved that the City Commission hereby adopts and approves the proposed Capital Improvements Program for the years 2020 through 2024, and directs the City staff to take the proper steps to implement the program.

ADOPTED THIS 8th day of October, 2019.

CITY OF PITTSBURG, KANSAS

Patrick O'Bryan, Mayor

ATTEST:

Tammy Nagel, City Clerk

(SEAL)

City of Pittsburgh

Five Year Capital Improvements Plan

General Fund

Roadways

Roadways account for twenty percent of the plan total at over \$26.4 million. Planned improvements include annual street resurfacing, mill and overlay of Broadway from 2nd to 11th streets, corridor study on North Walnut, intersection study at Free Kings and Quincy, West Cleveland from Broadway to Olive improvements, East Atkinson from Broadway to Michigan improvements, Joplin and 4th Street geometric improvements, East Quincy from Joplin to Rouse improvements, and various other traffic signal improvements.

Bridges

While there are only a few City-owned bridges, they are expensive to replace. Bridges represent six percent of the plan total. Just under \$7.3 million is planned and most of those expenditures will replace the railroad overpass at Fourth Street and replace the bridge on East Quincy. Over \$7 million of these funds are from federal and state grants. The City will split the costs with Crawford County on the West 20th bridge repairs.

Aviation

The aviation projects total approximately \$5.1 million, or four percent of the plan total. The planned improvements are for a new administration building access road, administration building apron and tarmac improvements and for T-Hangar renovations. A combination of local funds and state and federal grants pay for the majority of this work.

Pedestrian and Bikeways

Pedestrian and bikeways represent four percent of the plan total. There is approximately \$5.3 million planned for hiking and biking trails and sidewalks. \$5 million is from sources other than City funds. City owned sidewalks include those areas that the City actually owns. Arterial sidewalks are located along traffic routes which carry the majority of our traffic, otherwise referred to as arterial routes. Major projects include sidewalks to connect the north medical district, multi-use hike and bike trail on west side of Rouse from 4th Street to Washington, Meadowlark South trail, sidewalks on North Broadway from hotels area south to the TIF Retail District and restaurant areas. The City's new street improvements sales tax that was approved by voters in July 2017 and allows for up to \$50,000 annually towards a sidewalk matching program whereby the sidewalk improvement cost will be paid for by the City sales tax and half the cost will be reimbursed by the owner through direct payment or special assessment on their property.

City of Pittsburgh

Five Year Capital Improvements Plan

Buildings

The building projects total approximately \$11.7 million or nine percent of the plan total. Planned projects include improvements to Fire Station #2, a new Schlanger Community Center, a new Lincoln Park building, Fire Department Training Tower modifications, Streets Division building improvements, various improvements at Memorial Auditorium and Mount Olive Cemetery Mausoleum repairs.

Recreation

At just under \$2.1 million dollars, recreation projects are only two percent of the plan total. Planned major improvements include new restrooms and a pavilion at Schlanger Park, improvements to McNally Drive at Lincoln park ball fields, lighting replacement at ball fields, and sandblasting and painting the pool area at the Aquatic Center.

Utility Fund

Water Treatment Plant

Improvements to the Water Treatment Plant are one percent of the plan total, or approximately \$700,000. Major planned projects include technology updates, pull and rebuild water well #8, and the plant elevator rehabilitation.

Water Distribution

Planned expenditures for water distribution improvements total \$9.6 million, which is seven percent of the plan total. The City has established an annual water line replacement program to increase capacity and improve the quality of the infrastructure. These projects are to be funded from utility revenues. Other major planned projects include \$2.9 million for new tower construction at the airport industrial park, \$2.5 million for a 24" main replacement and \$1.9 million to replace the connector between the north and south water towers. These projects are to be funded by a combination of State/Federal and utility funds.

Wastewater Treatment Plant

The planned improvements of the Wastewater Treatment Plant account for forty-three percent of the plan total and are the largest category at over \$56.2 million. Planned improvements include aeration header at the plant, bar screen improvements at the Southeast lift station, and replacement of the waste water treatment plant. The waste water treatment plant is estimated to be \$55.7 million and will be from state revolving loan funds.

City of Pittsburgh

Five Year Capital Improvements Plan

Wastewater Collection

The wastewater sewer system is significant and is constantly in need of repair and maintenance. Approximately \$3.5 million in improvements is planned and this category represents three percent of the plan total. Planned improvements include a SW Industrial Park Lift Station and several sewer basin repairs.

Stormwater

The stormwater projects total \$2.6 million and comprise two percent of the plan total. BMP installations, inlet repairs, improvements to existing drainage channels and storm box replacements make up the majority of the planned work.

Funding

The 2020 budget year is balanced as required by law. Revenues reflected in the following years are a combination of projections and assumptions. For this reason the Five Year Capital Improvements Plan (CIP) should be revisited and updated each year.

Approximately \$104 million of unfunded projects are included in the plan. It is important to include all known projects, regardless if they are funded or not. This allows the City to determine future utility rates, property tax rates, sales tax initiatives and to request state and federal funds to pay for needed improvements. Utility operating funds totaling over \$7.7 million and are the largest revenue source at twenty-nine percent of the total.

Bond proceeds are the second largest funding source at \$5.5 million, or twenty-one percent of available revenues. While the City of Pittsburgh has a large capacity to issue more debt (per the City of Pittsburgh Five Year Financial Plan), the limiting factor is the annual debt service needed to pay off the bonds. In Pittsburgh the plan is to keep the debt mill levy near ten mills annually and only issue new debt as past debt is retired.

The street sales tax is a half of a percent sales tax for resurfacing roadways throughout the City and is the third largest funding source at \$5.2 million, or twenty percent of available revenues. On average, almost \$1.3 million is planned annually for this critical program. The original street sales tax was renewed overwhelmingly by Pittsburgh voters in the fall of 2015 and will now expire on March 31, 2021. As mentioned previously an additional street sales tax was approved by voters in July 2017 and will expire September 30, 2022. Without this funding source, there would be no annual program.

City of Pittsburg

Five Year Capital Improvements Plan

Street Specific programs from the Kansas Department of Transportation (KDOT) are the Geometric Improvement Program (GEO) and the CCLIP resurfacing program. The GEO program funds geometric deficiencies on 'connecting links', which are state highways within the corporate limits of a city. The CCLIP program is based upon population and is used to maintain highway segments through town. The City also will apply for a CDBG grant to partially pay for milling and resurfacing of downtown Broadway. Two bridge repair and replacement programs are also scheduled to be paid from State/Federal funds. The City receives Federal Aviation Administration (FAA) funding for improvements to the airport. Another state program provides grants for hiking and biking trails. The remaining CIP funds are from general operating funds, revolving funds, sales tax capital outlay funds and private funds.

To summarize, the City is fortunate to have several revenue streams to pay for projects in the CIP. However, as mentioned earlier, there is still a significant unfunded need. The City will utilize bond funds, pay-as-you-go programs, and will leverage outside funds to maximize our dollars. While it is difficult to identify money for the CIP, these projects here never go away and their costs only increase over time.

City of Pittsburgh
Five Year Capital Improvements Plan
Expenses v. Resources
SUMMARY

Category	2020 Planned	2021 Planned	2022 Planned	2023 Planned	2024 and Beyond	Total	% of Total
<u>EXPENSES</u>							
General Fund							
Roadways	\$ 2,644,000	\$ 2,215,000	\$ 850,000	\$ 850,000	\$ 19,845,000	\$ 26,404,000	20%
Bridges	100,000	-	5,145,000	2,000,000	-	7,245,000	6%
Aviation	-	1,560,000	1,361,000	580,000	1,600,000	5,101,000	4%
Pedestrian and Bikeways	649,260	1,300,000	290,000	1,550,000	1,500,000	5,289,260	4%
Buildings	75,000	1,580,000	125,000	3,500,000	6,460,000	11,740,000	9%
Recreation	621,000	1,098,000	190,000	-	150,000	2,059,000	2%
Sub-total	\$ 4,089,260	\$ 7,753,000	\$ 7,961,000	\$ 8,480,000	\$ 29,555,000	\$ 57,838,260	44%
Utility Fund							
Water Treatment	\$ 300,000	\$ -	\$ -	\$ 300,000	\$ 100,000	\$ 700,000	1%
Water Distribution	500,000	1,100,000	167,500	3,000,000	4,880,000	9,647,500	7%
Wastewater Treatment	200,000	250,000	70,000	-	55,700,000	56,220,000	43%
Wastewater Collections	1,212,500	212,500	583,000	542,000	917,000	3,467,000	3%
Stormwater	500,000	300,000	400,000	400,000	1,000,000	2,600,000	2%
Sub-total	\$ 2,712,500	\$ 1,862,500	\$ 1,220,500	\$ 4,242,000	\$ 62,597,000	\$ 72,634,500	56%
Total	\$ 6,801,760	\$ 9,615,500	\$ 9,181,500	\$ 12,722,000	\$ 92,152,000	\$ 130,472,760	100%
<u>RESOURCES</u>							
Available Resources							
Bond	\$ -	\$ 3,500,000	\$ -	\$ 2,000,000	\$ -	\$ 5,500,000	21%
CDBG	560,000	-	-	-	-	560,000	2%
General Operating	124,000	-	-	-	-	124,000	0%
Grant/Donations	1,220,260	-	-	-	-	1,220,260	4%
Revolving Funds	-	-	-	-	-	-	0%
Public Safety Sales Tax	35,000	-	125,000	125,000	-	285,000	1%
Sales Tax Capital Outlay	-	-	-	-	-	-	0%
State/Federal	-	-	5,050,000	-	-	5,050,000	19%
Street Sales Tax	2,150,000	1,275,000	900,000	900,000	-	5,225,000	20%
State Revolving Loan Fund	1,000,000	-	-	-	-	1,000,000	4%
Utility Operating	1,712,500	1,500,000	1,500,000	1,500,000	1,500,000	7,712,500	29%
Total	\$ 6,801,760	\$ 6,275,000	\$ 7,575,000	\$ 4,525,000	\$ 1,500,000	\$ 26,676,760	100%
Unfunded Amount	\$ -	\$ 3,340,500	\$ 1,606,500	\$ 8,197,000	\$ 90,652,000	\$ 103,796,000	

City of Pittsburgh									
Five Year Capital Improvements Program									
Dept.	Project Name	Source	2020 Planned	2021 Planned	2022 Planned	2023 Planned	2024 and Beyond		
GENERAL FUND									
Roadways									
1	PW 2020 Street Sales Tax Improvements	Street Sales Tax	\$ 1,710,000	\$ -	\$ -	\$ -	\$ -		
2	PW Corridor Study North Walnut : 28th - 20th	General Operating	26,000	-	-	-	-		
3	PW Intersection Study - Free Kings & Quincy	General Operating	30,000	-	-	-	-		
4	PW Corridor Study Joplin: 20th - 4th	General Operating	28,000	-	-	-	-		
5	PW Broadway - 2nd to 11th and 4th St Pine to Broadway mill and overlay 65%	CDBG	560,000	-	-	-	-		
6	PW Broadway - 2nd to 11th and 4th St Pine to Broadway mill and overlay 35%	Street Sales Tax	290,000	-	-	-	-		
7	PW 2021 Street Sales Tax Improvements	Street Sales Tax	-	1,225,000	-	-	-		
8	PW Traffic Signal PED Improvement at the Intersection of 4th and Broadway Streets	Bond Funds	-	30,000	-	-	-		
9	PW Traffic Signal Improvement / Replacement at the Intersection of 14th and Broadway Streets	Bond Funds	-	180,000	-	-	-		
10	PW Traffic Signal Improvement / Replacement at the Intersection of 4th and Pine Streets	Bond Funds	-	180,000	-	-	-		
11	PW Traffic Signal Improvement PED & RADAR at the Intersection of Quincy and Broadway Streets	Bond Funds	-	50,000	-	-	-		
12	PW Traffic Signal Improvement PED & CAMERA at the Intersection of 4th and Locust Streets	Bond Funds	-	50,000	-	-	-		
13	PW Traffic Signal Improvement / Replacement at the Intersection of Cleveland and Broadway Streets * PSU Dependent	Bond Funds	-	300,000	-	-	-		
14	PW Traffic Signal at Rouse & 21st Street	Bond Funds	-	200,000	-	-	-		
15	PW 2022 Street Sales Tax Improvements	Street Sales Tax	-	-	850,000	-	-		
16	PW 2023 Street Sales Tax Improvements	Street Sales Tax	-	-	-	850,000	-		
17	PW West Cleveland - Broadway to Olive - 1,100' @ \$1,500 /lf (PECE+Const)	Bond Funds	-	-	-	-	-	1,650,000	
18	PW 4th and Joplin Geometric Improvements	Bond Funds	-	-	-	-	-	1,200,000	
19	PW Rouse and Quincy Intersection west to tracks - 3530' @ \$1500 /lf (PECE+Const)	Bond Funds	-	-	-	-	-	5,295,000	
20	PW 29th Street: Michigan to Joplin - 1,300' @ \$1,500 /lf (PECE + Const)	Bond Funds	-	-	-	-	-	2,000,000	
21	PW East Atkinson: Broadway to Michigan - 2,550' @ \$1,500/lf (PECE+Const)	Bond Funds	-	-	-	-	-	3,825,000	
22	PW Hampton Road Improvements - 1,150' @ \$1,500/lf (PECE+Const)	Bond Funds	-	-	-	-	-	1,725,000	
23	PW Memorial Drive at Pond Crossing - Road Stabilization and Guard Rail	Bond Funds	-	-	-	-	-	150,000	
24	PW Free King Highway & 4th Street Intersection Roundabout	State / Federal	-	-	-	-	-	4,000,000	
		Sub-total	\$ 2,644,000	\$ 2,215,000	\$ 850,000	\$ 850,000	\$ 19,845,000		

City of Pittsburg									
Five Year Capital Improvements Program									
Dept.	Project Name	Source	2020 Planned	2021 Planned	2022 Planned	2023 Planned	2024 and Beyond		
Bridges									
25	UT West 20th Street Bridge Repair/Replacement * County 50% Match *	Street Sales Tax	\$ 100,000	\$ -	\$ -	\$ -	\$ -		
26	PW Fourth Street Railroad Overpass Replacement	State / Federal	-	-	5,050,000	-	-		
27	PW Fourth Street Railroad Overpass Replacement	General Operating	-	-	95,000	-	-		
28	PW East Quincy Bridge Repair and Replacement	State / Federal	-	-	-	2,000,000	-		
		Sub-total	\$ 100,000	\$ -	\$ 5,145,000	\$ 2,000,000	\$ -		
Aviation									
29	PW Reconstruct Aircraft Parking Apron	State / Federal	\$ -	\$ 774,000	\$ -	\$ -	\$ -		
30	PW Reconstruct Aircraft Parking Apron	General Operating	-	86,000	-	-	-		
31	PW Reconstruct Terminal Area Hanger Taxilane	State / Federal	-	540,000	-	-	-		
32	PW Reconstruct Terminal Area Hanger Taxilane	General Operating	-	60,000	-	-	-		
33	PW Airport Self Serve Aviation Fuel	State / Federal	-	30,000	-	-	-		
34	PW Airport Self Serve Aviation Fuel	Sales Tax Capital Outlay	-	30,000	-	-	-		
35	PW Fuel Farm Filter Upgrade	State / Federal	-	40,000	-	-	-		
36	PW Reconstruct West Corporate Hangers Taxilane	State / Federal	-	-	792,900	-	-		
37	PW Reconstruct West Corporate Hangers Taxilane	General Operating	-	-	568,100	-	-		
38	PW Environmental Assessment and ALP Update for West Side Terminal Area Development	State / Federal	-	-	-	72,000	-		
39	PW Environmental Assessment and ALP Update for West Side Terminal Area Development	General Operating	-	-	-	8,000	-		
40	PW Airport Administration Building Access Road	Revolving Funds	-	-	-	500,000	-		
41	PW Atkinson Airport T-Hanger (Single Engine) Relocate, Reskin / Repair	Bond Funds	-	-	-	-	400,000		
42	PW New Airport Administration Building Apron / Tarmac	State / Federal	-	-	-	-	1,080,000		
43	PW New Airport Administration Building Apron / Tarmac	Bond Funds	-	-	-	-	120,000		
		Sub-total	\$ -	\$ 1,560,000	\$ 1,361,000	\$ 580,000	\$ 1,600,000		

City of Pittsburg									
Five Year Capital Improvements Program									
Dept.	Project Name	Source	2020 Planned	2021 Planned	2022 Planned	2023 Planned	2024 and Beyond		
Pedestrian and Bikeways									
44	PW Trail: Meadowlark South	Grant/Donations	\$ 433,260	\$ -	\$ -	\$ -	\$ -		
45	PW Sidewalks - N. Medical District	Grant/Donations	100,000	-	-	-	-		
46	PW Trail: Wilderness Park to North Broadway Hotels	Grant/Donations	66,000	-	-	-	-		
47	PW 2020 Residential Sidewalk Matching Program	Street Sales Tax	50,000	-	-	-	-		
48	PR Wilderness Park Bridge	Bond Funds	-	100,000	-	-	-		
49	PW Multi-use Hike and Bike Trail west side of Rouse from 4th to Washington	Grant/Donations	-	150,000	-	-	-		
50	PW Sidewalks: Hotels on North Broadway south to the TIF District retail and restaurant area	Grant/Donations	-	1,000,000	-	-	-		
51	PW 2021 Residential Sidewalk Matching Program	Street Sales Tax	-	50,000	-	-	-		
52	PR Lincoln Park Bridge	Grant/Donations	-	-	125,000	-	-		
53	PR JayCee Park Bridge	Grant/Donations	-	-	115,000	-	-		
54	PW 2022 Residential Sidewalk Matching Program	Street Sales Tax	-	-	50,000	-	-		
55	PW Multi-Use Hike and Bike Trail along Elm and Locust from Quincy to 7th	Grant/Donations	-	-	-	1,500,000	-		
56	PW 2023 Residential Sidewalk Matching Program	Street Sales Tax	-	-	-	50,000	-		
57	PW Multi-use Hike and Bike Trail along Joplin St. from 7th St. to Atkinson	Grant/Donations	-	-	-	-	1,500,000		
		Sub-total	\$ 649,260	\$ 1,300,000	\$ 290,000	\$ 1,550,000	\$ 1,500,000		
Buildings									
58	AD Memorial Auditorium Lighting System	General Operating	\$ 40,000	\$ -	\$ -	\$ -	\$ -		
59	FR Fire Station #2 Training Tower Modifications	Public Safety Sales Tax	35,000	-	-	-	-		
60	FR Fire Station #2 - Concrete Approach Replacement F/B w/ snow melt	Bond Funds	-	300,000	-	-	-		
61	FR Fire Station #2 - Drive Approach @ Rear off 20th	Bond Funds	-	50,000	-	-	-		
62	FR Fire Station #2 - Training tower concrete replacement w/ Drainage	Bond Funds	-	200,000	-	-	-		
63	PR Mausoleum - Abby - ADA Accessibility	Bond Funds	-	40,000	-	-	-		
64	PR Mausoleum - Abby - roofing	Bond Funds	-	50,000	-	-	-		
65	PR Mausoleum - Abby - tuck-pointing	Bond Funds	-	315,000	-	-	-		
66	AD Memorial Auditorium Audio/Visual System	Bond Funds	-	30,000	-	-	-		
67	AD Memorial Auditorium Lighting System	Bond Funds	-	100,000	-	-	-		
68	AD Memorial Auditorium Loading Ramp & Garage Improvements	Bond Funds	-	30,000	-	-	-		
69	AD Memorial Auditorium Replace Carpet in Lobby	Bond Funds	-	50,000	-	-	-		
70	AD Memorial Auditorium Replace Moving Wall System	Bond Funds	-	100,000	-	-	-		
71	AD Memorial Auditorium Rigging Lift Equipment	Bond Funds	-	40,000	-	-	-		
72	PR Memorial Auditorium Sound System upgrade and Replacement	Bond Funds	-	100,000	-	-	-		
73	AD Memorial Auditorium Stage Floor Replacement	Bond Funds	-	30,000	-	-	-		
74	AD Memorial Auditorium Upgrade Intelligent Lighting	Bond Funds	-	20,000	-	-	-		
75	FR Fire Station #2 Expand Training Tower for Live Burns	Public Safety Sales Tax	-	125,000	125,000	-	-		
76	PR New Schlanger Center	Bond Funds	-	-	-	500,000	-		
77	PR Lincoln Building	Bond Funds	-	-	-	1,500,000	-		
78	PR Lincoln Building	Grant/Donations	-	-	-	1,500,000	-		
79	AC Animal Shelter	Bond Funds	-	-	-	-	300,000		
80	PR Balcony Elevator @ Memorial Auditorium	Bond Funds	-	-	-	-	600,000		
81	PR Band Dome	Bond Funds	-	-	-	-	100,000		
82	FR Fire Station #2 - Generator Replacement	Bond Funds	-	-	-	-	35,000		
83	FR Fire Station #2 - Interior Bay Concrete Replacement	Bond Funds	-	-	-	-	70,000		
84	FR Fire Station #3 - Generator Replacement	Bond Funds	-	-	-	-	35,000		
85	AD Memorial Auditorium North Lawn Improvements	Bond Funds	-	-	-	-	200,000		
86	PR Memorial Auditorium Upper Level Restroom	Bond Funds	-	-	-	-	100,000		
87	PW New Asphalt Plant	Bond Funds	-	-	-	-	3,000,000		
88	PW Street Division Building Improvements	Bond Funds	-	-	-	-	2,000,000		
89	FR Fire Station #2 - Door Opener Replacement	General Operating	-	-	-	-	20,000		
		Sub-total	\$ 75,000	\$ 1,580,000	\$ 125,000	\$ 3,500,000	\$ 6,460,000		

City of Pittsburg									
Five Year Capital Improvements Program									
Dept.	Project Name			Source	2020 Planned	2021 Planned	2022 Planned	2023 Planned	2024 and Beyond
Recreation									
90	PR	Schlanger Park Pavilion		Grant/Donations	\$ 30,000	\$ -	\$ -	\$ -	\$ -
91	PR	Schlanger Park Restrooms		Grant/Donations	200,000	-	-	-	-
92	PR	Lakeside Park Bridge		Grant/Donations	66,000	-	-	-	-
93	PR	Schlanger Park Splash Pad to replace wading pool		Grant/Donations	325,000	-	-	-	-
94	PR	Aquatic Center Replacement Feature in Wading Pool		Bond Funds	-	13,000	-	-	-
95	PR	Aquatic Center Sandblast & Repaint Pool		Bond Funds	-	150,000	-	-	-
96	PR	Four Oaks Cart path improvement		Bond Funds	-	80,000	-	-	-
97	PR	Four Oaks Golf Course Irrigation Upgrade		Bond Funds	-	50,000	-	-	-
98	PR	Four Oaks Mini-Golf Course Improvements		Bond Funds	-	30,000	-	-	-
99	PR	JayCee Ball Park Masonry Tuck-pointing		Bond Funds	-	25,000	-	-	-
100	PR	Lincoln Park Ballfield Lighting: Berry Ball Field		Bond Funds	-	100,000	-	-	-
101	PR	Lincoln Park Ballfield Lighting: Bill Russell Ball Field		Bond Funds	-	100,000	-	-	-
102	PR	Lincoln Park Ballfield Lighting: Bunk Ball Field		Bond Funds	-	100,000	-	-	-
103	PR	Lincoln Park Ballfield Lighting: Deramus Ball Field		Bond Funds	-	100,000	-	-	-
104	PR	Lincoln Park Ballfield Lighting: Jim Kelly Ball Field		Bond Funds	-	100,000	-	-	-
105	PR	McNally Drive Improvements (Lincoln Park Ballfields)		Grant/Donations	-	250,000	-	-	-
106	PR	Skate Park Relocation & Construction		Grant/Donations	-	-	150,000	-	-
107	PR	Four Oaks Drainage		Sales Tax Capital Outlay	-	-	40,000	-	-
108	PR	Four Oaks Golf Course Cart Shed Addition		Bond Funds	-	-	-	-	150,000
				Sub-total	\$ 621,000	\$ 1,098,000	\$ 190,000	\$ -	\$ 150,000
				General Fund Total	\$ 4,089,260	\$ 7,753,000	\$ 7,961,000	\$ 8,480,000	\$ 29,555,000

City of Pittsburgh									
Five Year Capital Improvements Program									
					2020	2021	2022	2023	2024
	Dept.	Project Name	Source		Planned	Planned	Planned	Planned	and Beyond
UTILITY FUND									
Water Treatment Plant									
109	UT	WTP Hydrogen System Study	Utility Operating	\$	40,000	\$ -	\$ -	\$ -	\$ -
110	UT	Water Well #8 - Pump Pull & Rebuild - Scheduled Maintenance	Utility Operating		40,000	-	-	-	-
111	UT	SCADA Related Technology Updates (hardware/software)	Utility Operating		100,000	-	-	-	-
112	UT	WTP Boiler Replacement	Utility Operating		35,000	-	-	-	-
113	UT	Pine Street Reservoir Generator	Utility Operating		35,000	-	-	-	-
114	UT	Water Well #9 - Pump Pull & Rebuild - Scheduled Maintenance	Utility Operating		50,000	-	-	-	-
115	UT	North Water Tower Repaint	Utility Operating		-	-	-	300,000	-
116	UT	WTP Elevator Rehabilitation	Utility Operating		-	-	-	-	100,000
			Sub-total	\$	300,000	\$ -	\$ -	\$ 300,000	\$ 100,000
Water Distribution									
117	UT	2020 Meter Replacement	Utility Operating	\$	300,000	\$ -	\$ -	\$ -	\$ -
118	UT	North Joplin 22nd to 25th	Utility Operating		120,000	-	-	-	-
119	UT	North Joplin 25th to 27th	Utility Operating		80,000	-	-	-	-
120	UT	2021 Meter Replacement	Utility Operating		-	100,000	-	-	-
121	UT	4th Street: Water to Village	Utility Operating		-	195,000	-	-	-
122	UT	4th Street: Hwy 69 to Lone Star (200th)	Utility Operating		-	805,000	-	-	-
123	UT	2022 Meter Replacement	Utility Operating		-	-	100,000	-	-
124	UT	South Broadway 16" Waterline Relocation (PSU Kelce)	Utility Operating		-	-	67,500	-	-
125	UT	2023 Meter Replacement	Utility Operating		-	-	-	100,000	-
126	UT	New Water Tower at Airport Industrial Park	State / Federal		-	-	-	2,900,000	-
127	UT	North & South Water Tower Connector Replacement	State / Federal		-	-	-	-	1,900,000
128	UT	24" Main: WTP to Broadway & 2nd Street	State / Federal		-	-	-	-	2,500,000
129	UT	New water line north side of airport	Utility Operating		-	-	-	-	480,000
			Sub-total	\$	500,000	\$ 1,100,000	\$ 167,500	\$ 3,000,000	\$ 4,880,000

City of Pittsburgh									
Five Year Capital Improvements Program									

City of Pittsburg									
Five Year Capital Improvements Program									
Dept.	Project Name	Source	2020 Planned	2021 Planned	2022 Planned	2023 Planned	2024 and Beyond		
Stormwater									
149	UT 2020 BMP Installations	Utility Operating	\$ 150,000	\$ -	\$ -	\$ -	\$ -		
150	UT 2020 Stormwater Capital Improvements - Georgia Culvert at Lincoln Park	Utility Operating	200,000	-	-	-	-		
151	UT 2020 Storm water Maintenance-Storm Box Replacement Annual Program	Utility Operating	50,000	-	-	-	-		
152	UT 2020-21 Stormwater Capital Improvements - Georgia open ditches	Utility Operating	100,000	100,000	-	-	-		
153	UT 2021 BMP Installations	Utility Operating	-	150,000	-	-	-		
154	UT 2021 Storm water Maintenance-Storm Box Replacement Annual Program	Utility Operating	-	50,000	-	-	-		
155	UT 2022 BMP Installations	Utility Operating	-	-	150,000	-	-		
156	UT 2022 Stormwater Capital Improvements	Utility Operating	-	-	200,000	-	-		
157	UT 2022 Storm water Maintenance-Storm Box Replacement Annual Program	Utility Operating	-	-	50,000	-	-		
158	UT 2023 BMP Installations	Utility Operating	-	-	-	150,000	-		
159	UT 2023 Stormwater Capital Improvements	Utility Operating	-	-	-	200,000	-		
160	UT 2023 Storm water Maintenance-Storm Box Replacement Annual Program	Utility Operating	-	-	-	50,000	-		
161	UT Regional Detention	Utility Operating	-	-	-	-	1,000,000		
		Sub-total	\$ 500,000	\$ 300,000	\$ 400,000	\$ 400,000	\$ 1,000,000		
		Utility Fund Total	\$ 2,712,500	\$ 1,862,500	\$ 1,220,500	\$ 4,242,000	\$ 62,597,000		
		All Funds Total	\$ 6,801,760	\$ 9,615,500	\$ 9,181,500	\$ 12,722,000	\$ 92,152,000		

(Summary Published in the Morning Sun on _____)

ORDINANCE NO. G-1300

AN ORDINANCE creating Article VIII in Chapter 42 of the Pittsburg City Code to regulate the use of dockless vehicles within the city limits of the City of Pittsburg, Kansas, and providing for regulation of permits, fees and penalties for violations thereof.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PITTSBURG, KANSAS:

Section 1. Article VIII in Chapter 42 of the Pittsburg Municipal Code is hereby created to read as follows:

ARTICLE VIII. – DOCKLESS VEHICLE PERMIT.

Sec. 42-315. Definitions.

For the purposes of this article the following definitions shall apply

(1) *Director* means the Director of Public Works and includes representatives, agents, or department employees designated by the Director.

(2) *Dockless vehicle* means a bicycle, an electric bicycle, or an electric motor-assisted scooter that can be located and unlocked remotely.

(3) *Operator* means an individual or other legal entity that has been issued an operating authority permit under this article.

(4) *Rebalance* means moving dockless vehicles from an area of low demand to an area of high demand.

Sec. 42-316. General Authority and Duty of Director.

The Director shall implement and enforce this article.

Sec. 42-317. Operating Authority Permit.

A person or legal entity commits an offense if, within the city, he or she operates, or causes or permits the operation of, a dockless vehicle service without a valid operating authority permit issued under this article.

Sec. 42-318. Application for Operating Authority Permit.

(a) To obtain an operating authority permit, a person shall make application in the manner prescribed by the Director. The applicant must be the person or legal entity who will own, control, or operate the proposed dockless vehicle program.

(b) An applicant shall file with the Director a verified application statement containing the following:

(1) Documentary evidence of having obtained a business license to operate within the City of Pittsburgh as outlined in Chapter 42, Article II of the Pittsburgh City Code;

(2) the authorized signature of the applicant;

(3) the address of the fixed facilities to be used in the operation, if any, and the address of the applicant's home office, if different from the address of the fixed facilities;

(4) the name of the person designated by the applicant to receive on behalf of the applicant any future notices sent by the city to the operator, and that person's contact information, including a mailing address, telephone number, and email or other electronic address;

(5) documentary evidence from an insurance company indicating that such insurance company has bound itself to provide the applicant with the liability insurance required by this article;

(6) documentary evidence of payment of ad valorem taxes currently due on property within the city, if any, to be used in connection with the operation of the proposed dockless vehicle program;

(7) documentary evidence from a bonding or insurance company or a bank indicating that the bonding or insurance company or bank has bound itself to provide the applicant with the performance bond or irrevocable letter of credit required by this article;

(8) the number and types of dockless vehicles to be operated; and

(9) an agreement to indemnify the city against any and all claims arising out of or from applicant's operation of the proposed dockless vehicle program.

(c) An operating authority permit may be renewed following the process in this section.

Sec. 42-319. Changes to Information in Operating Authority Application.

(a) Any changes to the information provided in the operating authority permit application must be reported to the director, in the manner prescribed by the Director, within ten (10) days of the change.

(b) If the information reported to the Director under this section includes an increase in the number of dockless vehicles, any additional vehicle fees due under Section 42-330 must be submitted to the Director simultaneously with the change in information.

Sec. 42-320. Expiration of Operating Authority Permit.

An operating authority permit expires one (1) year from the date it is issued.

Sec. 42-321. Refusal to Issue or Renew Operating Authority Permit.

(a) The Director shall refuse to issue or renew an operating authority permit if the applicant:

(1) intentionally or knowingly makes a false statement as to a material matter in an application for a permit or permit renewal; or

(2) has been convicted twice within a twelve (12) month period for a violation of this article regarding the deployment of a dockless vehicle or the rebalancing or removal of a dockless vehicle, or a rule or regulation adopted under this article regarding the deployment of a dockless vehicle or the rebalancing or removal of a dockless vehicle, or has had an operating authority permit revoked within two (2) years of the date of application.

(b) If the Director determines that a permit should be denied, the Director shall notify the applicant or operator in writing that the application is denied and include in the notice the specific reason or reasons for denial and a statement informing the applicant or operator of the right to, and the process for, appeal of the decision.

Sec. 42-322. Suspension or Revocation of Operating Authority Permit.

(a) Suspension. The following shall apply to the suspension of an operating authority permit:

(1) The Director may suspend an operating authority permit if the Director determines that the operator failed to comply with a request to remove a dockless vehicle or a request to rebalance dockless vehicles issued by the Director within the time specified in the order.

(2) Suspension of an operating authority permit does not affect the expiration date of the permit.

(b) Revocation. The following shall apply to the revocation of an operating authority permit:

(1) The Director shall revoke an operating authority permit if the Director determines that the operator has:

(A) made a false statement as to a material matter in the application concerning the operating authority permit;

(B) failed to maintain the insurance required by this article;

(C) failed to maintain the performance bond or irrevocable letter of credit required by this article;

(D) operated dockless vehicles that were not authorized by the operating authority permit; or

(E) failed to pay a fee required by this article.

(2) After revocation of an operating authority permit, an operator is not eligible for another permit for a time period of up to two (2) years, depending on the severity of the violation resulting in the revocation.

Sec. 42-323. **Appeals.**

Any person or legal entity whose application for an operating authority permit, or renewal of an operating authority permit, is denied by the Director, or an operator whose operating authority permit has been revoked or suspended by the director, may file an appeal with the Governing Body, and the Governing Body shall fix a date, place, and time for the hearing on the appeal.

Sec. 42-324. **Nontransferability.**

An operating authority permit is not transferable.

Sec. 42-325. **Operations.**

(a) Each operator shall provide dockless vehicles to accommodate a wide range of users and should accept multiple forms of payment.

(b) Each dockless vehicle permitted under this article must display the emblem of the operator along with a unique identification number.

(c) Dockless vehicles may display third party advertising as defined by the Director.

(d) Dockless vehicles must meet all requirements of local, state, and federal law. Bicycles must meet the safety standards outlined in ISO 4210-2:2015 and ISO/DIS 4210-10, as amended.

(e) Dockless vehicles must be high quality and sturdily built to withstand the effects of weather and constant use for three (3) years.

(f) Dockless vehicles must be well maintained and in good, safe riding condition.

(g) Each dockless vehicle permitted under this article must be equipped with active locating system technology capable of location within three (3) meters.

(h) All dockless vehicle alarm systems must be approved by the director.

(i) Operators shall maintain a twenty-four (24) hour customer service number posted on each dockless vehicle for customers and citizens to report safety concerns, make complaints, ask questions, or request a dockless vehicle be relocated.

(j) Operators shall rebalance dockless vehicles at least once per week.

(k) Operators shall provide the Director with contact information for an employee who can rebalance and relocate dockless vehicles. The operator shall rebalance or relocate dockless vehicles within four (4) hours of receiving notification on weekdays between 6:00 a.m. and 6:00 p.m. (excluding holidays) and within twelve (12) hours of receiving notice at all other times. An operator shall notify the director within twenty-four (24) hours of a change of contact information.

(l) An operator shall remove any inoperable dockless vehicle, or a dockless vehicle that is not safe to operate, from the right-of-way within four (4) hours of notice from the Director. A dockless vehicle removed from the right-of-way in accordance with this subsection must be repaired before it is returned to revenue service.

(m) An operator shall provide the Director with special access, via the operator's app or other device, to immediately unlock and remove dockless vehicles that are blocking access to city property or the public right-of-way. The Director may also require special access be provided to emergency personnel.

(n) Any dockless vehicle retrieved by the director from a stream, lake, fountain, or other body of water will be disposed of if not collected by the operator within forty-eight (48) hours after notification.

(o) If the city incurs any costs addressing or abating any violations of this section, or incurs any costs of repair or maintenance of public property, the operator shall reimburse the city for the costs within sixty (60) days of receiving written notice from the Director.

(p) An operator shall not place or attach any personal property (other than dockless vehicles), fixtures, or structures in the public right-of-way without the separate written permission of the director. Any permission to place items in the public right-of-way must be incorporated into the permit.

(q) An operator shall not adversely affect the property of any third parties during the use of city property or the public right-of-way.

(r) An operator shall educate customers regarding the law applicable to riding, operating, and parking a dockless vehicle. An operator's mobile application must provide information notifying the user that:

(1) dockless vehicles must be parked legally and properly;

(2) bicyclists and motor assisted scooters must yield to pedestrians; and

(3) bicycles and motor assisted scooters may not be ridden on all sidewalks on North Broadway between the intersection of First Street and the intersection of Eleventh Street;

(4) Any other notices required by the Director.

(s) The number of dockless vehicles in a fleet must be commensurate with the expected level of service.

Sec. 42-326. Dockless Vehicle Parking, Deployment, and Operation.

(a) Dockless vehicles may not be parked in a manner that would impede normal and reasonable pedestrian access on a sidewalk or in any manner that would reduce the minimum clear width of a sidewalk to less than forty-eight (48) inches.

(b) Dockless vehicles may not be parked in a manner that would impede vehicular traffic on a street or alley.

(c) Dockless vehicles may not be parked in a manner that would impose a threat to public safety or security.

(d) Dockless vehicles may not be parked on a public street without specific permission from the Director.

(e) Dockless vehicles stations must be deployed on a sidewalk or other hard surface, at a bicycle rack, or at a city-owned location. Dockless vehicles may only be deployed on private property with the permission of the property owner.

(f) Dockless vehicles must stand upright while parked.

(g) Dockless vehicles may not be parked within five (5) feet of a crosswalk or curb ramp, unless given specific permission by the Director.

(h) Dockless vehicles may not be parked in a way that blocks:

(1) Transit stops.

(2) Commercial loading zones.

(3) Railroad tracks or crossings.

(4) Passenger loading zones or valet parking service areas.

(5) Disabled parking zones.

(6) Street furniture that requires pedestrian access (for example, benches or parking pay stations).

(7) Building entryways.

(8) Vehicular driveways.

(i) Dockless vehicles parked along multi-use trails may only be parked at trailheads or other areas identified by the Director.

(j) Dockless vehicles that are parked in an incorrect manner must be re-parked or removed by the operator within four (4) hours of receiving notice from the Director on weekdays between 6:00 a.m. and 6:00 p.m. (excluding holidays) and within 12 hours of receiving notice from the Director at all other times.

(k) A dockless vehicle that is parked in a residential area may remain in the same location for up to forty-eight (48) hours as long as it is parked in accordance with this section. An operator shall relocate or rebalance a dockless vehicle parked in a residential area after receiving a citizen request or complaint in accordance with the timeframes specified in Section 42-327(k).

(l) The Director may remove and store any dockless vehicle that is left parked at the same location for seven (7) or more consecutive days if the Director has sent the operator a notification to rebalance the dockless vehicle.

(1) The operator is responsible for the costs of removal and storage.

(2) The Director shall invoice the operator for the cost of removal and storage.

(3) Any dockless vehicle that remains unclaimed with the city for sixty (60) days is subject to sale.

(4) The Director may identify designated dockless vehicle parking zones. Subject to advance approval of the Director, an operator may indicate virtual dockless vehicle parking areas with paint or decals where appropriate in order to guide riders to preferred parking zones in order to assist with orderly parking of dockless vehicles throughout the city.

(m) Dockless vehicles are not to exceed 15 mph.

(n) Dockless vehicles may only be operated within the city limits of Pittsburgh.

(o) Dockless vehicle riders must be at least eighteen (18) years of age.

(p) Dockless vehicles shall only be ridden by one (1) person at a time.

(q) Every person riding a dockless vehicle upon the streets of the city shall be subject to provisions of all laws and ordinances applicable to the operator of any other vehicle, except those provisions of laws and ordinances which, by their very nature, can have no application.

Sec. 42-327. Insurance Requirements.

(a) An operator shall procure and keep in full force and effect no less than the insurance coverage required by this section through a policy or policies written by an insurance company that:

- (1) is authorized to do business in the State of Kansas;
- (2) is acceptable to the city; and
- (3) does not violate the ownership or operational control prohibition described in Subsection (e) of this section.

(b) The insured provisions of the policy must name the city and its officers and employees as additional insureds, and the coverage provisions must provide coverage for any loss or damage that may arise to any person or property by reason of the operation of a dockless vehicle.

(c) An operator shall maintain the following insurance coverages:

(1) The commercial general liability insurance must provide single limits of liability for bodily injury (including death) and property damage of \$1,000,000 for each occurrence, with a \$2,000,000 annual aggregate.

(2) If an operator will utilize motor vehicles in its operations, the business automotive liability insurance must cover owned, hired, and non-owned vehicles, with a combined single limit for bodily injury (including death) and property damage of \$500,000 per occurrence.

(3) Worker's compensation insurance which meets Kansas statutory limits.

(4) Employer's liability insurance with the following minimum limits for bodily injury by:

(A) accident, \$500,000 per each accident; and

(B) disease, \$500,000 per employee with a per policy aggregate of \$500,000.

(d) Insurance required under this article must:

(1) include a cancellation provision in which the insurance company is required to notify the Director in writing not fewer than thirty (30) days before cancelling the insurance policy (for a reason other than non-payment) or before making a reduction in coverage;

(2) include a cancellation provision in which the insurance company is required to notify the director in writing not fewer than ten (10) days before cancelling for non-payment;

(3) cover all dockless vehicles during the times that the vehicles are deployed or operating in furtherance of the operator's business;

(4) include a provision requiring the insurance company to pay every covered claim on a first-dollar basis;

(5) require notice to the Director if the policy is cancelled or if there is a reduction in coverage; and

(6) comply with all applicable federal, state, and local laws.

(e) No person who has a twenty percent (20%) or greater ownership interest in the operator may have an interest in the insurance company.

(f) An operator may not be self-insured.

(g) Any insurance policy required by this article must be on file with the city upon the issuance of the initial operating authority permit, and upon expiration or termination of a previously issued policy.

Sec. 42-328. Data Sharing.

(a) An operator shall cooperate with the city in the collection and analysis of aggregated data concerning its operations.

(b) An operator shall provide a monthly report to the Director that includes:

(1) Total number of rides for the previous month.

(2) Total number of vehicles in service for the previous month.

(3) Number of rides per vehicle per day.

(4) Anonymized aggregated data taken by the operator's dockless vehicles in the form of heat maps showing routes, trends, origins, and destinations.

(5) Anonymized trip data taken by the operator's dockless vehicles that includes the origin and destination, trip duration, and date and time of trip.

(c) An operator shall provide other reports at the Director's request.

Sec. 42-329. Vehicle Fee.

(a) An operator shall pay an annual vehicle fee as follows:

Number of Dockless Vehicles	Fee
1-50	\$500
51-100	\$1000
Fee per dockless vehicle in excess of 100	\$10

Sec. 42-330. Performance Bond or Irrevocable Letter of Credit.

Before issuance of an operating authority permit, the operator shall give the Director a performance bond or an irrevocable letter of credit approved as to form by the city attorney.

(1) A bonding or insurance company authorized to do business in the State of Kansas and acceptable to the city must issue the performance bond. A bank authorized to do business in the State of Kansas and acceptable to the city must issue the irrevocable letter of credit.

(2) The performance bond or irrevocable letter of credit must list the operator as principal and be payable to the city.

(3) The performance bond or irrevocable letter of credit must remain in effect for the duration of the operating authority permit.

(4) The amount of the performance bond or irrevocable letter of credit must be at least \$10,000.

(5) Cancellation of the performance bond or irrevocable letter of credit does not release the operator from the obligation to meet all requirements of this article and the operating authority permit. If the performance bond or irrevocable letter of credit is cancelled, the operating authority permit shall be suspended on the date of cancellation and the operator shall immediately cease operations until the operator provides the Director with a replacement performance bond or irrevocable letter of credit that meets the requirements of this article.

(6) The city may draw against the performance bond or irrevocable letter of credit or pursue any other available remedy to recover damages, fees, fines, or penalties due from the operator for violation of any provision of this article or the operating authority permit.

Sec. 42-331. Enforcement.

(a) The Director may, with or without notice, inspect any dockless vehicle operating under this article to determine whether the dockless vehicle complies with this article, rules and regulations established under this article, or other applicable laws.

(b) The Director shall enforce this article. Upon observing a violation of this article or the rules or regulations established by the Director, the Director shall take necessary action to ensure effective regulation of dockless vehicles.

(c) The police department shall also operate as an enforcement agent for this article and established and approved rules and regulations.

Sec. 42-332. Criminal Offenses.

(a) A person commits an offense if he or she violates or attempts to violate a provision of this article, or a rule or regulation established by the Director under this article. A culpable mental state is not required for the commission of an offense under this article unless the provision defining the conduct expressly requires a culpable mental state. A separate offense is committed each day in which an offense occurs.

(b) Prosecution for an offense under Subsection (a) does not prevent the use of other enforcement remedies or procedures applicable to the person charged with or the conduct involved in the offense.

(c) A person or legal entity violating a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$500.

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

PASSED AND APPROVED BY THE GOVERNING BODY ON THIS ____ DAY OF _____, 2019.

Mayor - Patrick O'Bryan

ATTEST:

Tammy Nagel - City Clerk