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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 14, 2020
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Public Input
- c. Fiscal Year 2018 CAFR Award Acknowledgement

CONSENT AGENDA:

- a. Approval of the December 10, 2019, City Commission Meeting minutes.
- b. Approval of Resolution No. 1229, declaring and describing the corporate limits and boundary lines of the City of Pittsburg, Crawford County, Kansas.
- c. Approval of staff recommendation to award the bid for the Water Treatment Plant Solids Contact Unit Blast and Recoat Project to Cunningham Sandblasting & Painting Co., of Joplin, Missouri, based on their total bid of \$100,170.00 (Base Bid - \$49,420.00, Add Alternative A - \$46,250.00, Add Alternative B - \$2,250.00, Add Alternative C - \$2,250.00) and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.
- d. Approval of Change Order No. 2 reflecting a deduct of \$58,023.44, making a new contract construction amount of \$999,237.55, and for final payment due the contractor Heckert Construction Co., Inc., of Pittsburg, in the amount of \$134,835.84 for the 2019 Surface Preservation Project.
- e. Approval of final payment to CDL Electric Company, Inc., of Pittsburg, in the amount of \$67,521.28 for the East Quincy Street and South Rouse Street Traffic Signalization Project.
- f. Approval of staff recommendation to enter into a contract in the amount of \$4,758.05 with S & H Management, LLC, for fire services outside the City limits to property located at 2106 West 4th Street and authorize the Mayor to sign the contract on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 14, 2020
5:30 PM

- g. Approval of the 2020 Cereal Malt Beverage License applications submitted by Dollar General #13065 (2004 South Rouse) and Sodexo (302 East Cleveland) and authorize the City Clerk to issue the licenses.
- h. Approval of staff recommendation to reappoint Kala Spigarelli to a third three-year term as the legal representative member of the Land Bank Board of Trustees effective immediately and to conclude on December 31, 2022.
- i. Approval of the Appropriation Ordinance for the period ending January 14, 2020, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

SPECIAL PRESENTATION:

- a. ECONOMIC DEVELOPMENT QUARTERLY REPORT - Director of Economic Development Blake Benson and Darrell Pulliam, Pittsburg State University Executive Director for Operations, Business Development & Economic Engagement, will present the quarterly Economic Development Report.
Receive for file.

CONSIDER THE FOLLOWING:

- a. AMENDED RECOMMENDATION - E & J INVESTMENTS (RENU MEDICAL & SPA) PROJECT - Consider the amended recommendation of the Economic Development Advisory Committee (EDAC) to increase the contribution to E & J Investments (Dr. Jacqueline Youtsos) from \$100,000 to \$120,000 in non-repayable funds to include the extension of City utilities related to the construction of a new medical facility on East 530th Street, contingent on the total value of the project exceeding \$1 million and the property being annexed into the City limits. **Approve or disapprove amended recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 14, 2020
5:30 PM

- b. APPOINTMENTS TO HUMAN RELATIONS COMMISSION - Consider the appointment of seven members to first three-year terms as members of the Human Relations Commission effective immediately and to conclude on December 31, 2022. **Appoint seven members to the Human Relations Commission.**

- c. NATIONAL PARKS SERVICE LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT - Consider approval of the National Park Service Land and Water Conservation Fund Program (LWCF) Project Agreement (project number 20-00791), for the construction of a new Splashpad at Schlanger Park and authorize the City to serve as the administrative and financial agent for the project. **Approve or disapprove the National Parks Service Project Agreement and, if approved, authorize the Mayor to sign any necessary documents on behalf of the City.**

- d. MEMORANDUM OF UNDERSTANDING - LIVE WELL CRAWFORD COUNTY - Consider approval of the Memorandum of Understanding (MOU) between Live Well Crawford County and the City of Pittsburg for funding of the North Medical District active transportation infrastructure. **Approve or disapprove Memorandum of Understanding and, if approved, authorize the Mayor to sign any necessary documents on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT



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for the Fiscal Year Ended

December 31, 2018

Christopher P. Morill

Executive Director/CEO

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 10th, 2019

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, December 10th, 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: Dawn McNay and Chuck Munsell. Commissioners Sarah Chenoweth and Dan McNally were absent.

Mayor O'Bryan led the flag salute.

SWEARING IN OF NEWLY-ELECTED AND RE-ELECTION COMMISSIONERS – The City Clerk administered the Oath of Office to re-elected Commissioner Chuck Munsell and newly-elected Commissioners Cheryl Brooks and Larry Fields.

ELECTION OF MAYOR – On motion of O'Bryan, seconded by Munsell, the Governing Body elected Dawn McNay as Mayor of the City of Pittsburg. Motion carried.

SWEARING IN OF MAYOR – The City Clerk administered the Oath of Office to Mayor McNay and seated her.

ELECTION OF PRESIDENT OF THE BOARD – On motion of Brooks, seconded by Munsell, the Governing Body elected Commissioner Chuck Munsell as the President of the Board of Commissioners. Motion carried.

SWEARING IN OF PRESIDENT OF THE BOARD – The City Clerk administered the Oath of Office to President of the Board Munsell and seated him.

PUBLIC INPUT –

Vonnie Corsini, 1045 East 520th Avenue, thanked the members of the Governing Body and encouraged them to continue supporting heritage tourism.

Sarah Chenoweth, Pittsburg resident, spoke in opposition to Governing Body members appointing their spouses to serve on City boards and committees.

Caleb Farabi, representing the Pepsi Cola Bottling Company of Pittsburg, spoke regarding business relationship issues between the City of Pittsburg and the Pepsi Cola Bottling Company of Pittsburg.

James Bean, owner of Bean's Towing, 9436 Northeast 50th, Weir, Kansas, voiced concerns regarding the City's recent award of the bid for the Exclusive Tow Contract.

APPROVAL OF MINUTES – On motion of Brooks, seconded by Munsell, the Governing Body approved the November 26th, 2019, City Commission Meeting minutes as presented. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 10th, 2019

ORDINANCE NO. G-1307 – On motion of Brooks, seconded by Munsell, the Governing Body adopted Ordinance No. G-1307, annexing land into the limits and boundaries of the City of Pittsburg, Kansas, pursuant to K.S.A. 12-520c, as amended, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

OFFICIAL DEPOSITORIES – On motion of Brooks, seconded by Munsell, the Governing Body approved staff recommendation to designate BMO Harris Bank, Community National Bank, Commerce Bank, Equity Bank, GNBANK, Labette Bank, and Landmark Bank as official City depositories. Motion carried.

OFFICIAL NEWSPAPER – On motion of Brooks, seconded by Munsell, the Governing Body approved staff recommendation to designate The Morning Sun as the official City newspaper. Motion carried.

CEREAL MALT BEVERAGE LICENSES – On motion of Brooks, seconded by Munsell, the Governing Body approved the applications submitted by Dillon's #108 (2600 North Broadway), Snak Atak (1101 East 4th Street), Main Street Axe Company (215 South Broadway), the Knights of Columbus (407 East 11th Street), the Pitt Stop (902 South Joplin), Horton's Pizza Plus (1601 East 4th Street), and Aldi #89 (3109 North Broadway) to sell Cereal Malt Beverages for the year 2020 and directed the City Clerk to issue the licenses. Motion carried.

SOUTHEAST KANSAS RECYCLING CENTER FORGIVAGALE LOAN – On motion of Brooks, seconded by Munsell, the Governing Body approved the Economic Development Advisory Committee's recommendation to forgive \$3,000 of the Southeast Kansas Recycling Center's 2019 loan payment, as they have fully complied with the City's requirement for loan forgiveness and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

SURPLUS VEHICLES – On motion of Brooks, seconded by Munsell, the Governing Body approved staff request to declare certain vehicles as surplus and authorized staff to donate the vehicles to the USD #250 Auto Tech Program. Motion carried.

DISPOSITION OF BIDS – SANITARY / STORM SEWER LINE DEEP REPAIRS – On motion of Brooks, seconded by Munsell, the Governing Body approved staff recommendation to award the bid for Sanitary / Storm Sewer Line Deep Repairs for a period of January 1st through December 31st, 2020 with the option to renew the contract for two (2) additional one (1) year periods to Jim Radell Construction Co., Inc., of Pittsburg, based on their bid of \$110.00 per hour for Backhoe & Operator; \$135.00 per hour for Excavator & Operator; \$70.00 per hour for Dump Truck & Operator; \$45.00 per hour for Truck; \$45.00 per hour for Labor; \$50.00 per hour for Supervisor; \$290.00 per hour for Crew Hour; and \$400.00 per job for Trench Box and authorized the Mayor and City Clerk to execute the contract documents once prepared. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 10th, 2019

APPOINTMENT – FARMERS’ MARKET ADVISORY BOARD – On motion of Brooks, seconded by Munsell, the Governing Body appointed Matthew DeMoss to fill an unexpired term as a member of the Farmer’s Market Advisory Board effective January 1, 2020, and concluding on December 31, 2021. Motion carried.

APPOINTMENT – ACTIVE TRANSPORTATION ADVISORY BOARD – On motion of Brooks, seconded by Munsell, the Governing Body appointed Debra L. Anthony to fill an unexpired term as a member of the Active Transportation Advisory Board effective January 1, 2020, and concluding on December 31, 2020. Motion carried.

APPOINTMENT - BUILDING CODE BOARD OF APPEALS/BUILDING TRADES REVIEW BOARD – On motion of Brooks, seconded by Munsell, the Governing Body appointed Master Electrician Brent Linder to the Building Code Board of Appeals/Building Trades Review Board effective January 1, 2020, and concluding on December 31, 2022. Motion carried.

APPOINTMENTS – PLANNING COMMISSION/BOARD OF ZONING APPEALS – On motion of Brooks, seconded by Munsell, the Governing Body appointed Mike Wilber and Derek Heikes to the Planning Commission/Board of Zoning Appeals to serve terms effective January 1, 2020 and concluding on December 31, 2022. Motion carried.

APPROPRIATION ORDINANCE – On motion of Brooks, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending November 26th, 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.

DISPOSITION OF BIDS – UNLEADED GASOLINE AND DIESEL FUEL – On motion of O’Bryan, seconded by Munsell, the Governing Body approved staff recommendation to award the bid for the purchase of Unleaded Gasoline and Diesel Fuel for the period of January 1 through December 31, 2020, with the option to renew the contract for two (2) additional one (1) year periods to Petroleum Traders Corporation, of Ft. Wayne, Indiana, with a cost above the base price of - \$0.0078 per gallon for both Unleaded Gasoline and Diesel Fuel for the Central Fuel Station Tanks and authorized the Mayor and City Clerk to execute the contract documents once prepared. Motion carried.

DISPOSITION OF BIDS – WATER TREATMENT PLANT CHEMICALS – On motion of O’Bryan, seconded by Fields, the Governing Body approved staff recommendation to award the bid for the purchase of chemicals for use at the Water Treatment Plant for the period of January 1 through December 31, 2020 with the option to renew the contract for two (2) additional one (1) year periods to the low bidders meeting specs, Lime (Calcium Oxide) to US Lime Company - St. Clair, Marble City, Oklahoma, for \$200.96 per ton; Liquid Chlorine to DPC Enterprise, of Wichita, Kansas, for \$34.20 per 100 pounds; Liquid Polymeric Phosphate to Carus Corporation, of Peru, Illinois, for \$0.53 per pound; Aluminum Sulfate to Brenntag Mid-South, of Springfield, Missouri, for \$37.65 per 100 pounds; Polymer to Brenntag Southwest, of Nowata, Oklahoma, for \$0.565 per pound; and Liquid Carbon Dioxide to Praxair, Inc., of Burr Ridge, Illinois, for \$119.00 per ton and authorize the Mayor and City Clerk to execute the contract documents once prepared. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 10th, 2019

DISPOSITION OF BIDS – WASTEWATER TREATMENT PLANT CHEMICALS – On motion of Brooks, seconded by O'Bryan, the Governing Body approved staff recommendation to award the bid for the purchase of chemicals for use by the Wastewater Treatment Plant for a period of January 1 through December 31, 2020 with the option to renew the contract for two (2) additional one (1) year periods to the low bidders meeting specs, US Lime Company - St. Clair, of Marble City, Oklahoma, based on their low bid of \$200.96 per ton for Lime (Calcium Hydrate) and Polydyne, Inc., of Riceboro, Georgia, based on their low bid of \$1.19 per pound for Polymer and authorized the Mayor and City Clerk to execute the contract documents once prepared. Motion carried.

DISPOSITION OF BIDS – PARKS AND RECREATION SHIRTS – On motion of Brooks, seconded by O'Bryan, the Governing Body approved staff recommendation to award the 2020-2021 Tee Shirt bid to Express Press, of Springfield, Missouri. Motion carried.

COX INTERNSHIP REPORT - James Cox provided a report on his experience as an administrative intern with the City of Pittsburg.

FLESKE COST SHARING REQUEST – On motion of O'Bryan, seconded by Brooks, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to allocate up to, and not to exceed, \$9,360 to Mr. John Fleske, the owner of the property located at 710 North Broadway, to reinforce the northern wall of his property that will be exposed following the demolition of the Land Bank property located at 716 North Broadway, with the stipulation that the work conform to existing Pittsburg Downtown Design Standards, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

APPOINTMENTS - BUILDING CODE BOARD OF APPEALS/BUILDING TRADES REVIEW BOARD – On motion of Munsell, seconded by Fields, the Governing Body appointed Jeff Brooks (Master Plumber) and Bill Warlop (lay member) to terms on the Building Code Board of Appeals/Building Trades Review Board effective January 1, 2020 and concluding on December 31, 2022. Motion carried.

Applicants Jeff Brooks, Bob Gilmore, and Bill Warlop spoke to the Governing Body prior to the appointments.

APPOINTMENTS - DOWNTOWN ADVISORY BOARD – On motion of O'Bryan, seconded by Munsell, the Governing Body appointed Chris Goddard (downtown resident), Sydney Anselmi (hospitality industry), Denise Grasso (at-large) and Denise Loy (at-large) to the Downtown Advisory Board effective January 1, 2020, and concluding on December 31, 2021. Motion carried.

Applicants Denise Grasso, Heather Horton, Michael Fienen, Sarah Chenoweth, Stephanie Powers, Sydney Anselmi, and Xavier Sheehy spoke to the Governing Body prior to the appointments.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 10th, 2019

APPOINTMENTS - ECONOMIC DEVELOPMENT ADVISORY COMMITTEE – On motion of Brooks, seconded by Fields, the Governing Body appointed Rick Baden, John Clark and Rebecca Light to the Economic Development Advisory Committee (EDAC) effective January 1, 2020, and concluding on December 31, 2022. Motion carried.

Applicants Jeff Brooks, John Clark, Gerry Dennett, and Rebecca Light spoke to the Governing Body prior to the appointments.

APPOINTMENTS - FARMERS' MARKET ADVISORY BOARD – On motion of O'Bryan, seconded by Munsell, the Governing Body appointed Chuckie Hessong (K-State Research and Extension representative), Alicia Shoemaker (Live Well/Eat Well Crawford County representative), Adaven Scronce (at-large member) and Stephanie Watts (at-large member) to the Farmers' Market Advisory Board effective January 1, 2020, and concluding on December 31, 2022. Motion carried.

Applicants Adaven Scronce, Matt O'Malley, and Alicia Shoemaker spoke to the Governing Body prior to the appointments.

The Governing Body recessed at 7:06 p.m. and reconvened into Regular Session at 7:13 p.m.

APPOINTMENTS - PARKS AND RECREATION ADVISORY BOARD – On motion of Fields, seconded by Brooks, the Governing Body appointed Brad Hanson and Elizabeth Hayes to the Parks and Recreation Advisory Board effective January 1, 2020, and concluding on December 31, 2022. Motion carried.

Applicants Brad Hanson and Xavier Sheehy spoke to the Governing Body prior to the appointments.

ORDINANCE NO. S-1066 – Commissioner Brooks moved to table consideration of Ordinance No. S-1066, fixing the salary and compensation of the officers and employees of the City, to allow Governing Body members additional time to study the proposed Ordinance. The motion was seconded by Munsell. Motion failed, with Fields, McNay and O'Bryan voting in opposition.

ORDINANCE NO. S-1066 – On motion of O'Bryan, seconded by McNay, the Governing Body adopted Ordinance No. S-1066, amending Ordinance No. S-1058, fixing the salary and compensation of the officers and employees of the City of Pittsburg, Kansas. Motion carried with Brooks and Munsell voting in opposition.

DATE FOR SECOND CITY COMMISSION MEETING IN DECEMBER – On motion of O'Bryan, seconded by Munsell, the Governing Body cancelled the December 24th, 2019, City Commission Meeting. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

PURPOSE AND FORMAT OF PITTSBURG CITY COMMISSION MEETINGS - Mayor McNay discussed the proposed purpose and format of Pittsburg City Commission Meetings. It was the consensus of the Governing Body to hold a Study Session on January 25th, 2020, to further discuss the information provided by Mayor McNay, along with other information.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 10th, 2019

CASINO REVENUES – City Manager Daron Hall indicated that the casino revenues continue to increase.

RESPONSE FROM PUBLIC INPUT – FARABI – City Manager Daron Hall explained that bids were recently received for the purchase of beverages by City departments. Bids are currently being reviewed. Mr. Hall indicated that he would look into the legal aspect of Mr. Farabi's claim.

RESPONSE FROM PUBLIC INPUT – TOW CONTRACT – Mr. Hall indicated that the City is at the mercy of the bids it received for the tow contract. The notice to bidders for the tow contract was published in the newspaper and was posted on the City's web page.

LOCAL PREFERENCE – Commissioner Munsell suggested the Local Preference Policy be revisited.

ASPHALT PLANT – Commissioner Fields suggested the purchase of a small batch asphalt plant be included in the future plans for the City.

PUBLIC INPUT – Commissioner Brooks inquired if the Public Input portion of the meeting should be moved to the end of the agenda. Mayor McNay suggested this be discussed during the January 25th, 2020, Study Session.

EXECUTIVE SESSION - On motion of Munsell, seconded by Brooks, the Governing Body recessed into Executive Session for sixty minutes to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1), to discuss the 2019 evaluation and 2020 employment terms and conditions for the City Manager. Motion carried.

The Governing Body recessed into Executive Session at 7:55 p.m.

The Governing Body reconvened into Regular Session at 8:39 p.m.

Mayor McNay announced that no decisions were made and no votes were taken during the Executive Session.

ADJOURNMENT: On motion on Munsell, seconded by Brooks, the Governing Body adjourned the meeting at 8:39 p.m. Motion carried.

Dawn McNay, Mayor

ATTEST:

Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street · Pittsburg KS 66762

(620) 231-4170

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Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Direct of Public Works

DATE: January 7, 2020

SUBJECT: Agenda Item – January 14, 2020
Boundary Resolution 1229

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

This past year, the Carpino Ford property was added to the boundaries.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 14, 2020. Action necessary will be approval or disapproval of the boundary resolution.

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

Attachment: Resolution No. 1229

RESOLUTION NO. 1229

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

WHEREAS, the Governing Body for the City of Pittsburg, Kansas, as authorized by the provisions of K.S.A. 12-520 did annex land within the corporate limits of the City with the adoption of Ordinance No. G-1307;

WHEREAS, pursuant to said annexation and K.S.A. 12-517, it is necessary for the Governing Body to declare the new boundary lines by resolution prior to December 31, 2019; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Also, the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 6, Township 31 South, Range 25 East; Except, beginning at the Southeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 6, Township 31 South, Range 25 East, thence West 65.00 feet along the South line of said Section thence on a bearing of N01° 49' 03" West and perpendicular to said South line a distance of 412.50 feet to the true point of beginning; thence West 726.00 feet, thence North, at a right angle, 657.50 feet, thence East, at a right angle, 726.00 feet, thence South, at a right angle, 657.50 feet to the true point of beginning; And except, beginning at the Northwest Corner of Southeast Quarter (SE $\frac{1}{4}$) of Section 6, Township 31 South, Range 25 East, thence South 50.00 feet to the true point of beginning; thence East a distance of 446.41 feet to a point on the Southwesterly line of the San Francisco and St. Louis Railroad Spur right-of-way, thence Southeasterly 29.64 feet on a radius of 521.44 feet to the right along the Southwesterly right-of-way line of the San Francisco and St. Louis Railroad Spur right-of-way to a point 475.00 feet East and 56.92 feet South of the center of said Section 6; thence South 893.08 feet, thence West 475.00 feet to a point that is 950.00 feet South of the center point of Section 6 and is located on the North and South center line of Section 6, thence North 900.00 feet to the true point of beginning.

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

1000.5 feet East of the Southwest corner of said Quarter Section, thence South 52.8 feet to the South line of said Quarter Section, thence East along said South line to the place of beginning; And except Beginning at the Southeast corner of the Southeast Quarter (SE1/4); First course, thence West along the South line of said Quarter Section 300.00 feet; Second Course, thence North 58.7 feet; Third Course, thence Northeasterly 227.3 feet to a point 132.4 feet West and 211.1 feet North of said Southeast corner; Fourth Course, thence North 226.4 feet to a point 126.3 feet West of the East line of said Quarter Section; Fifth Course, thence Northerly on a curve of 3719.83 feet Radius to the left, 1568.93 feet to a point 447.3 feet West and 643.8 feet South of the Northeast corner of said Quarter Section; Sixth Course, thence Northwesterly to a point on the North line 738.8 feet West of said Northeast corner; Seventh Course, thence East along said North line 219.9 feet; Eighth Course, thence Southeasterly on an angle of 65 degrees 26 minutes to the Right 929.5 feet; Ninth Course, thence Northeasterly 144.9 feet more or less, to a point on said East line 795.8 feet South of said Northeast corner; Tenth Course, thence South along said East line to the place of beginning; And except Beginning at a point Five Hundred Eighty Eight and Eight Tenths (588.8) feet South of the Northeast corner of the Southeast Quarter (SE1/4) of Section Eighteen (18), and running thence West Two Hundred Fifty five (255) feet, more or less, to the East Right of Way line of the State Highway, thence Southeasterly along said Right of Way line, Two Hundred Eighty Five (285) feet, thence Northeasterly, along said Highway Right of Way line, One Hundred Forty Four and Nine Tenths (144.9) feet, more or less, to a point in the East line of said Section, Seven Hundred Ninety Five and Eight Tenths (795.8) feet South of the Northeast corner of the said Southeast Quarter of Section Eighteen (18), thence North Two Hundred Seven (207) feet to the point of beginning; And except that part thereof bounded and described as follows: Beginning at the Northeast corner of the Northeast Quarter (NE 1/4) of the said Southeast Quarter (SE 1/4), thence South 588.8 feet; thence West and parallel to the North line of said Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) 255.0 feet to the Easterly Right of Way line of U.S. 69 Highway By-Pass, as described, thence Northwesterly along the said Right of Way line 644.5 feet to the North line of said Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4), thence East 518.9 feet to the point of beginning; And except a Thirty (30) foot Wide Right of Way Existing on the East Boundary of the above-described property, the same being Thirty (30) feet from and running parallel to the full length of said East Boundary, in favor of the County of Crawford, State of Kansas, for Roadway purposes, said Roadway being commonly known as Langdon Lane.

EXCEPT, a tract of land described as beginning at a point 720.00 feet West of the Northeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter

(NE¼) of Section 5, Township 31 South, Range 25 East, thence West 32.00 feet, thence South parallel to the East line of said Quarter Quarter for a distance of 533.00 feet, thence East 32.00 feet, thence North 533.00 feet, more or less, to the point of beginning.

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

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

ADOPTED and approved this 14th day of January 2020, by the Governing Body of the City of Pittsburg, Kansas.

MAYOR – Dawn McNay

ATTEST:

CITY CLERK – Tammy Nagel

(SEAL)



DEPARTMENT OF PUBLIC UTILITIES

(620) 240-5126

1506 North Walnut • Pittsburg KS 66762

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: January 2, 2020

SUBJECT: Agenda Item – January 14, 2020
Disposition of Bid
Water Treatment Plant Solids Contact Unit Blast & Recoat Project

Bids were received on Tuesday, December 17, 2019 for the WTP SCU Blast and Recoat Project. This project consists of constructing: the sweep blast and recoat of SCU #1 concrete walls along with the sandblast and paint of the SCU's carbon steel exposed to water, located at the City of Pittsburg Water Treatment Plant (WTP). Alternative work includes: the sweep blast and recoat of SCU #2 concrete walls along with the sandblast and paint of the SCU's carbon steel exposed to water (Add Alternative A); power washing of the stainless-steel troughs in SCU #1 (Add Alternative B); and power washing of the stainless-steel troughs in SCU #2 (Add Alternative C).

After reviewing the bids received and after checking references for the company providing the low bid, City staff is recommending awarding the bid to Cunningham Sandblasting & Painting Co., of Joplin, Missouri, based on their total bid of \$100,170.00 (Base Bid - \$49,420.00, Add Alternative A - \$46,250.00, Add Alternative B - \$2,250.00, Add Alternative C - \$2,250.00). The Engineer's Estimate is \$375,000.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 14, 2020. Action necessary will be approval or disapproval of staff's recommendation and, if approved, authorize the Mayor to sign the contract documents once prepared. Funding for this project will be from Capital Outlay from the Water Treatment Plant 2019 Budget.

Attachment: Bid Tab Sheet
Olsson & Associates Bid Award Recommendation Memo
Engineer's Estimate

PITTSBURG WTP SCU BLAST & RECOAT
CITY OF PITTSBURG, KANSAS - 2019



CONTRACTOR		Engineer's Estimate		Mohon Blasting and Coatings, LLC		TMI Coatings, Inc.		Cunningham Sandblasting & Painting Co.		Insko Industries, Inc.		Braker Industrial Coatings, LLC	
				Beechmont, KY		St. Paul, MN		Joplin, MO		Shawnee, KS		Lamar, MO	
Item No.	ITEM	Lump Sum		Lump Sum		Lump Sum		Lump Sum		Lump Sum		Lump Sum	
1	Total Bid - Base:		\$165,700.00		\$87,500.00		\$208,800.00		\$49,420.00		\$72,074.00		\$73,700.00
	Sweep blast and recoat SCU #1 concrete walls, from top of wall to 4' below water level. Sandblast and paint SCU #1 carbon steel that is exposed to water.												
2	Total Bid - Alternative A:	Add:	\$165,700.00	Add:	\$87,500.00	Add:	\$158,600.00	Add:	\$46,250.00	Add:	\$72,074.00	Add:	\$71,300.00
	Sweep blast and recoat SCU #2 concrete walls, from top of wall to 4' below water level. Sandblast and paint SCU #2 carbon steel that is exposed to water.												
3	Total Bid - Alternative B:	Add:	\$21,800.00	Add:	\$3,000.00	Add:	\$5,000.00	Add:	\$2,250.00	Add:	\$4,284.00	Add:	\$2,200.00
	Power wash stainless steel troughs to remove lime buildup in SCU #1												
4	Total Bid - Alternative C:	Add:	\$21,800.00	Add:	\$3,000.00	Add:	\$4,600.00	Add:	\$2,250.00	Add:	4,284.00	Add:	\$2,400.00
	Power wash stainless steel troughs to remove lime buildup in SCU #2												
Total Bid:		\$375,000.00		\$181,000.00		\$377,000.00		\$100,170.00		\$152,716.00		\$149,600.00	
Substantially Complete On or Before:		NA		June 5, 2020		June 5, 2020		June 5, 2020		June 5, 2020		June 5, 2020	
Complete and Ready for Final Payment On or Before:		NA		June 26, 2020		June 26, 2020		June 26, 2020		June 26, 2020		June 26, 2020	
Bid Security:		NA		5% Bid Bond		5% Bid Bond		5% Bid Bond		5% Bid Bond		5% Bid Bond	
Addenda:		None		None		None		None		None		None	
Remarks:													



MEMO

<input type="checkbox"/>	Overnight
<input type="checkbox"/>	Regular Mail
<input type="checkbox"/>	Hand Delivery
<input checked="" type="checkbox"/>	Other: Email

TO:	Cameron Alden Director of Public Works
FROM:	Jerry Jesky, PE
RE:	Bid Award Recommendation – WTP SCU Blast & Recoat
DATE:	December 26, 2019
PROJECT #:	F19-0146
PHASE:	200
TASK:	200203

Dear Mr. Alden,

On December 17, 2019 bids were opened for the WTP SCU Blast & Recoat Project. The bidders and their bid amounts are shown on the attached bid tabulation. Overall, 5 bids were received, and 4 of the 5 bids were under the Engineer's estimate.

Cunningham Sandblasting & Painting Co. was the low bidder for this project. Their grand total bid amount for the Base Bid and Alternatives A, B, and C was \$100,170.00 which was below the Engineer's Estimate of \$375,000.00. A bid bond was provided. There were no addenda for the project. The bid was considered responsive.

We understand Cunningham has not performed work for the City before; however, representatives of the company visited the water plant prior to bidding and Cunningham is confident they can perform the work requested well within the time schedule allowed in the bid documents.

After discussions with internal Olsson staff who are familiar with Cunningham's prior work, as well as follow up on references that Cunningham provided, Olsson recommends that the City award the Bid for the WTP SCU Blast and Recoat Project to Cunningham Sandblasting & Painting Co. of Joplin, Missouri. The feedback on Cunningham was generally positive from all contacted and we believe they are qualified to do the work. Cunningham has been in business for many years and has the equipment and crew capacity to fulfill the work requested.

Like any project of this nature, appropriate inspection during construction is highly recommended to ensure compliance with the project specifications and overall design intent. We look forward to discussing with the City how Olsson's personnel can assist in delivering a successful project during the construction phase.

Regards,



FINAL OPINION OF PROBABLE COST

Base Bid and Alternatives

Client: City of Pittsburg

Project: WTP SCU Blast & Recoat

Project Number: F19-0146

Date: 12/17/2019

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENDED COST
BASE BID	Sweep blast and recoat SCU #1 concrete walls, from top of wall to 4' below water level. Sandblast and paint SCU #1 carbon steel that is exposed to water.	1	LS	\$ 165,700.00	\$ 165,700
ALT. A	Sweep blast and recoat SCU #2 concrete walls, from top of wall to 4' below water level. Sandblast and paint SCU #2 carbon steel that is exposed to water.	1	LS	\$ 165,700.00	\$ 165,700
ALT. B	Power wash stainless steel troughs to remove lime buildup in SCU #1.	1	LS	\$ 21,800.00	\$ 21,800
ALT. C	Power wash stainless steel troughs to remove lime buildup in SCU #2.	1	LS	\$ 21,800.00	\$ 21,800

FINAL OPINION OF PROBABLE COST

\$ 375,000

NOTES:

1. This estimate does not account for utility impacts or relocation.
2. Costs are presented in present day values (no inflation adjustments).

The Engineer, using his or her professional judgment, has developed this stated Opinion of Probable Construction Cost based upon the design status identified above. Development of this Opinion has included consideration of design input level; however, the circumstances under which the work is expected to be undertaken, the cost and availability of materials, labor and services, probable bidder response and the economic conditions at the time of bid solicitation are beyond the control of the Engineer and will impact actual bid costs. Should bidding be delayed, these costs should be reviewed and, if necessary, adjusted to a more applicable *Engineering News Record* Construction Cost Index.





DEPARTMENT OF PUBLIC WORKS

201 West 4th Street • Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: December 19, 2019

SUBJECT: Agenda Item – January 14, 2020
Final Payment and Change Order No. 2
2019 Surface Preservation Project
North and South Broadway Street (US-69B) and South Stilwell Street

The contractor, Heckert Construction Co., Inc. of Pittsburg, has completed all work on the above-referenced project and is now requesting final payment. They have also submitted Change Order 2 for consideration. This change order reflects a deduct of \$58,023.44 and covers adjustment in planned quantities. If approved, the new contract construction amount will be \$999,237.55.

The Governing Body previously approved Change Order No. 1 to add improvements to South Taylor Street, Taylor Circle, both sides of South Stilwell Street and Normal Street to the scope of the project for a total cost of \$85,358.05 (making a new contract construction amount of \$1,057,260.99).

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 14, 2020. Action necessary will be approval or disapproval of Change Order No. 2 and for final payment to Heckert Construction Co., Inc. in the amount of \$134,835.84. This project is being funded by sales tax street program funds.

Attachment: Final Payment Documents and Change Order No. 2



PAY APPLICATION 2019 SURFACE PRESERVATION PROJECT

PAY APPLICATION NO. Final

DATE: December 10, 2019

CONTRACTOR: Heckert Construction Co., Inc.
746 East 520th Avenue
Pittsburg, Kansas 66762

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	ADD QUANTITY	UNIT	NEW QUANTITY	NEW CONTRACT AMOUNT	% OR UNITS COMPLETE	VALUE
BASE BID											
1	Mobilization	1	L.S.	\$ 9,447.00	\$ 9,447.00					1	\$ 9,447.00
2	Milling	36,826	S.Y.	\$ 1.71	\$ 62,972.46					36826	\$ 62,972.46
3	Transporting Salvageable Material	1	L.S.	\$ 17,000.00	\$ 17,000.00					1	\$ 17,000.00
4	HMA-Commercial Grade (Class A)(SR-12.5A)(PG70-28)	4,051	Tons	\$ 67.05	\$ 271,619.55	-142				3909	\$ 262,098.45
5	Water Valve Concrete Pads	6	Each	\$ 300.00	\$ 1,800.00	-1				5	\$ 1,500.00
6	Manhole Concrete Pads	7	Each	\$ 300.00	\$ 2,100.00	-3				4	\$ 1,200.00
7	Pavement Marking Removal	1,182	LF	\$ 0.95	\$ 1,122.90					1182	\$ 1,122.90
8	Pavement Marking (Multi-Component)(White)(6")	680	LF	\$ 0.80	\$ 544.00					680	\$ 544.00
9	Pavement Marking (Multi-Component)(White)(24")	164	LF	\$ 14.00	\$ 2,296.00					164	\$ 2,296.00
10	Pavement Marking (Multi-Component)(Yellow)(4")	446	LF	\$ 0.60	\$ 267.60					446	\$ 267.60
11	Pavement Marking (Thermoplastic)(White)(6")	3,708	LF	\$ 0.80	\$ 2,966.40					3708	\$ 2,966.40
12	Pavement Marking (Thermoplastic)(White)(24")	343	LF	\$ 14.00	\$ 4,802.00					343	\$ 4,802.00
13	Pavement Marking (Thermoplastic)(Yellow)(4")	10,581	LF	\$ 0.60	\$ 6,348.60	-491				10090	\$ 6,054.00
14	Pavement Mrk Sym (Multi-Component)(White)(Left Arrow)	3	Each	\$ 245.00	\$ 735.00					3	\$ 735.00
15	Pavement Mrk Sym (Multi-Component)(White)(Right Arrow)	2	Each	\$ 245.00	\$ 490.00					2	\$ 490.00
16	Pavement Mrk Sym (Thermoplastic)(White)(Left Arrow)	40	Each	\$ 245.00	\$ 9,800.00					40	\$ 9,800.00
17	Traffic Control	1	LS	\$ 5,592.00	\$ 5,592.00					1	\$ 5,592.00
Total Base					\$ 399,903.51						\$ 388,887.81
ADD ALTERNATE NO. 1											
101	Mobilization	1	LS	\$ 1,702.00	\$ 1,702.00					1	\$ 1,702.00
102	Milling	19,241	SY	\$ 1.71	\$ 32,902.11	-1655				17586	\$ 30,072.06
103	Transporting Salvageable Material	1	LS	\$ 8,800.00	\$ 8,800.00					1	\$ 8,800.00
104	HMA-Commercial Grade (Class A)(SR-12.5A)(PG64-22)	2,117	Tons	\$ 60.45	\$ 127,972.65	-44				2073	\$ 125,312.85
105	Water Valve Concrete Pads	1	Each	\$ 300.00	\$ 300.00	2				3	\$ 900.00
106	Pavement Marking (Thermoplastic)(White)(24")	107	LF	\$ 12.00	\$ 1,284.00	-107				0	\$ -
107	Traffic Control	1	LS	\$ 4,325.00	\$ 4,325.00					1	\$ 4,325.00
New 108	Manhole Concrete Pads	0	Each	\$ 300.00	\$ -	5				5	\$ 1,500.00
Total Add Alternate No. 1					\$ 177,285.76						\$ 172,611.91

ADD ALTERNATE NO. 2										
201	Mobilization	1	LS	\$ 7,982.00	\$ 7,982.00				1	\$ 7,982.00
202	Milling	20,393	SY	\$ 1.71	\$ 34,872.03				20393	\$ 34,872.03
203	Transporting Salvageable Material	1	LS	\$ 9,400.00	\$ 9,400.00				1	\$ 9,400.00
204	HMA-Commercial Grade (Class A)(SR-12.5A)(PG70-28)	2,243	Tons	\$ 67.05	\$ 150,393.15	-482			1761	\$ 118,075.05
205	Water Valve Concrete Pads	16	Each	\$ 300.00	\$ 4,800.00	-15			1	\$ 300.00
206	Manhole Concrete Pads	2	Each	\$ 300.00	\$ 600.00	-2			0	\$ -
207	Pavement Marking (Thermoplastic)(White)(6")	1,853	LF	\$ 0.70	\$ 1,297.10	-76			1777	\$ 1,243.90
208	Pavement Marking (Thermoplastic)(White)(24")	966	LF	\$ 10.00	\$ 9,660.00	-34			932	\$ 9,320.00
209	Pavement Marking (Thermoplastic)(Yellow)(4")	6,866	LF	\$ 0.50	\$ 3,433.00				6866	\$ 3,433.00
210	Pavement Marking (Thermoplastic)(Yellow)(12")	134	LF	\$ 5.00	\$ 670.00	-37			97	\$ 485.00
211	Pavement Mrk Sym (Thermoplastic)(White)(Left Arrow)	6	Each	\$ 245.00	\$ 1,470.00				6	\$ 1,470.00
212	Pavement Mrk Sym (Thermoplastic)(White)(RR X-ing)	4	Each	\$ 800.00	\$ 3,200.00				4	\$ 3,200.00
213	Pavement Mrk Sym (Thermoplastic)(White)(Shared Lane)	29	Each	\$ 285.00	\$ 8,265.00	-2			27	\$ 7,695.00
214	Traffic Control	1	LS	\$ 3,275.00	\$ 3,275.00				1	\$ 3,275.00
Total Add Alternate No. 2					\$ 239,317.28					\$ 200,750.98
ADD ALTERNATE NO. 3										
301	Mobilization	1	LS	\$ 1,188.00	\$ 1,188.00				1	\$ 1,188.00
302	Milling	13,979	SY	\$ 1.71	\$ 23,904.09	-110			13869	\$ 23,715.99
303	Transporting Salvageable Material	1	LS	\$ 6,400.00	\$ 6,400.00				1	\$ 6,400.00
304	HMA-Commercial Grade (Class A)(SR-12.5A)(PG70-28)	1,538	Tons	\$ 67.05	\$ 103,122.90				1538	\$ 103,122.90
305	Water Valve Concrete Pads	7	Each	\$ 300.00	\$ 2,100.00				7	\$ 2,100.00
306	Pavement Marking Removal	325	LF	\$ 1.00	\$ 325.00				325	\$ 325.00
307	Pavement Marking (Multi-Component)(White)(6")	33	LF	\$ 2.00	\$ 66.00				33	\$ 66.00
308	Pavement Marking Multi-Component)(White)(24")	275	LF	\$ 14.00	\$ 3,850.00				275	\$ 3,850.00
309	Pavement Marking (Multi-Component)(Yellow)(4")	18	LF	\$ 1.00	\$ 18.00				18	\$ 18.00
310	Pavement Marking (Thermoplastic)(White)(6")	1,326	LF	\$ 0.80	\$ 1,060.80	-62			1264	\$ 1,011.20
311	Pavement Marking (Thermoplastic)(Yellow)(4")	4,536	LF	\$ 0.60	\$ 2,721.60	-34			4502	\$ 2,701.20
312	Pavement Mrk Sym (Thermoplastic)(White)(Left Arrow)	2	Each	\$ 245.00	\$ 490.00				2	\$ 490.00
313	Pavement Mrk Sym (Thermoplastic)(White)(Thru-Rt Lane)	2	Each	\$ 450.00	\$ 900.00				2	\$ 900.00
314	Pavement Mrk Sym (Thermoplastic)(White)(Shared Lane)	21	Each	\$ 335.00	\$ 7,035.00				21	\$ 7,035.00
315	Traffic Control	1	LS	\$ 2,215.00	\$ 2,215.00				1	\$ 2,215.00
Total Add Alternate No. 3					\$ 155,396.39					\$ 155,138.29
CHANGE ORDER NO. 1 - South Taylor Street, Taylor Circle, both sides of South Stilwell Street and Normal Street										
401	Milling	9,755	SY	\$ 1.71	\$ 16,681.05	-709			9046	\$ 15,468.66
402	Transporting Salvageable Material	1	LS	\$ 4,600.00	\$ 4,600.00				1	\$ 4,600.00
403	HMA-Commercial Grade (Class A)(SR-12.5A)(PG64-22)	1,060	Tons	\$ 60.45	\$ 64,077.00	-38			1022	\$ 61,779.90
Total Change Order No. 1					\$ 85,358.05					\$ 81,848.56
GRAND TOTAL BID PRICE					\$ 1,057,260.99					\$ 999,237.55

	Original Contract Construction Amount	\$ 971,902.94
	Total Change Order No. 1	\$ 85,358.05
	Total Change Order No. 2	\$ (58,023.44)
	New Contract Construction Amount	\$ 999,237.55
	Value of Completed Work	\$ 999,237.55
	Less 5% Retainage	\$ -
	Less Previous Estimates	\$ 864,401.71
	Total Deductions	\$ 864,401.71
Amount Due Contractor on this Estimate		\$ 134,835.84

REQUESTED BY: HECKERT CONSTRUCTION CO., INC.


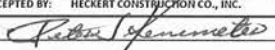

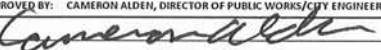
Peter J. Kinnel DATE: December 17, 2019

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

Greg Hardister DATE: 12-17-19

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

Cameron Alden DATE: 12-17-19

 <p>City of Pittsburg Forward Together.</p>	<p>2019 Surface Preservation Project Change Order No. 2</p>																																																																																																												
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<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....</td> <td style="width: 20%; text-align: right;">\$ 971,902.94</td> </tr> <tr> <td>CHANGE ORDER NO. 1 DATED 08-07-2019.....</td> <td style="text-align: right;">\$ 85,358.05</td> </tr> <tr> <td>CHANGE ORDER NO. 2 DATED 12-10-2019.....</td> <td style="text-align: right;">\$ (58,023.44)</td> </tr> <tr> <td>NEW CONTRACT CONSTRUCTION AMOUNT.....</td> <td style="text-align: right;">\$ 999,237.55</td> </tr> </table>		ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$ 971,902.94	CHANGE ORDER NO. 1 DATED 08-07-2019.....	\$ 85,358.05	CHANGE ORDER NO. 2 DATED 12-10-2019.....	\$ (58,023.44)	NEW CONTRACT CONSTRUCTION AMOUNT.....	\$ 999,237.55																																																																																																				
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DEPARTMENT OF PUBLIC WORKS
201 W. 4th Street • Pittsburg KS 66762

FINAL PAYMENT DUE CONTRACTOR

PROJECT:

2019 Surface Preservation (North & South Broadway & South Stilwell)

Date: December 10, 2019

CONTRACTOR: Heckert Construction Co., Inc.

746 East 520th Avenue

Pittsburg, Kansas 66762

ORIGINAL CONTRACT CONSTRUCTION AMOUNT.....	\$	971,902.94
CHANGE ORDER NO. 1 DATED 08-07-2019.....	\$	85,358.05
CHANGE ORDER NO. 2 DATED 12-10-2019.....	\$	(58,023.44)
TOTAL CONSTRUCTION COST.....	\$	999,237.55
Less Previous Payments.....	\$	864,401.71
BALANCE DUE CONTRACTOR (FINAL PAYMENT).....	\$	134,835.84

ACCEPTED BY: Heckert Construction Co., Inc.

Peter J. Kemmerer

DATE: December 17, 2019

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

Greg Hardister

DATE: 12-17-19

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

Cameron Alden

DATE: 12-17-19

DATE OF APPROVAL BY CITY COMMISSION:

HECKERT CONSTRUCTION CO., INC.

An Asphalt Paving Contractor

CONSENT OF SURETY TO REDUCTION IN OR RELEASE OF RETAINAGE

PROJECT: 2019 Surface Preservation Project
Mill and Overlay
North and South Broadway, South Stilwell

TO: City Clerk
City of Pittsburg
201 W. 4th Street
Pittsburg, KS 66762

CONTRACT FOR: 2019 Surface Preservation Project
CONTRACT DATE: May 6, 2019

In accordance with the provisions of Contract between the City of Pittsburg, Owner, and the Heckert Construction Company, Inc., Contractor, the North American Insurance Company, Surety on bond of Heckert Construction Company, Inc., hereby approves the release of retainage to the Contractor.

The Surety agrees that such total release of retainage to the Contractor shall not relieve the Surety of any of its obligations to the City of Pittsburg as set forth in said Surety's bond.

IN WITNESS WHEREOF, North American Insurance Company, the Surety has hereunto set its hand this 13th day of
December, 2019.

ATTEST:

(SEAL)

National American Insurance Company
Surety



Signature of Authorized Representative

attorney in fact, David S. Salavitch
Title

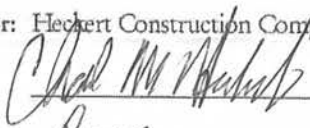

HECKERT CONSTRUCTION CO., INC.

An Asphalt Paving Contractor

TO: City Clerk
City of Pittsburg
201 W. 4th Street
Pittsburg, KS 66762

PROJECT: 2019 Street Preservation Project
Mill and Overlay
North and South Broadway
South Stilwell

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

State of Kansas Crawford County	Contractor: Heckert Construction Company, Inc.
On this <u>17th</u> day of <u>December</u> 2019, before me, a Notary Public in and for the aforementioned County and State personally appeared	By: <u></u> Title: <u>Pres</u>
<u>Charles M. Heckert</u> To me known to be the identical person who executed the above statement.	Seal:
<u>Bobbi Grotheer</u> Notary Public	
My Commission Expires: <u>9/24/23</u>	

National

The ~~North~~ American Insurance Company, Surety Company on bond for the above project hereby agrees the final payment to the Contractor, and agrees that the final payment shall not relieve the Surety Company of any of its obligations to the City of Pittsburg as set forth in the Surety Company's bond.

IN WITNESS this 13th day of December, 2019.

(SEAL)

National American Insurance Company


Signature of Authorized Representative

David S. Salavitch

ATTORNEY-IN-FACT

RESIDENT AGENT

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB0056748

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

David S. Salavitch, Luke P. Sealer, Robert L. Cox, II

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 8, 2022
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 13th day of December, 2019



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

Division of Taxation
109 SW 9th Street
Topeka, KS, 66601-3506
Mark A. Burghart, Secretary



Phone: 785-296-3081
Fax: 785-296-7928
www.ksrevenue.org
Laura Kelly, Governor

STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

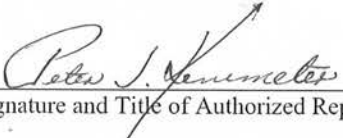
201 W 4th St	Pittsburg	KS	66762
Street Address	City	State	Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number 0000077649**, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

Heckert Construction Co., Inc.
Contractor / Subcontractor

746 East 520th Avenue
P.O. Box and/or Street Number and Name

Pittsburg, Kansas 66762
City, State Zip


Signature and Title of Authorized Representative

December 17, 2019
Date

INSTRUCTIONS

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



DEPARTMENT OF PUBLIC WORKS

201 West 4th Street • Pittsburg KS 66762

(620) 231-4170

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: January 3, 2020

SUBJECT: Agenda Item – January 14, 2020
Final Payment
East Quincy Street & South Rouse Street Traffic Signalization Project

The contractor, CDL Electric Company, Inc., of Pittsburg, has completed all work on the above-referenced project and is now requesting final payment. No change orders have been issued for this project. This project consisted of the installation of traffic signalization including signing, pavement markings, site restoration, ITS system and incidental construction.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 14, 2020. Action necessary will be approval or disapproval of the final payment to CDL Electric Company, Inc. in the amount of \$67,521.28. This project is being funded through general obligation bonds.

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

Attachment: Final Payment Documents



**PAY APPLICATION
EAST QUINCY STREET AND SOUTH ROUSE STREET
TRAFFIC SIGNALIZATION PROJECT**

PAY APPLICATION NO. FINAL

DATE: 12-17-2019

CONTRACTOR: C.D.L. Electric Company, Inc.
1308 North Walnut
Pittsburg, Kansas 66762

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	ADD QUANTITY	UNIT	NEW QUANTITY	NEW CONTRACT AMOUNT	% OR UNITS COMPLETE	VALUE
BASE BID											
1	Traffic Signal	1	L.S.	\$ 101,141.00	\$ 101,141.00					1	\$ 101,141.00
2	Radar Detection System	1	L.S.	\$ 28,500.00	\$ 28,500.00					1	\$ 28,500.00
3	ITS System	1	L.S.	\$ 3,264.00	\$ 3,264.00					1	\$ 3,264.00
4	Contractor Construction Staking	1	L.S.	\$ 2,500.00	\$ 2,500.00					1	\$ 2,500.00
5	Clearing and Grubbing	1	L.S.	\$ 100.00	\$ 100.00					1	\$ 100.00
6	Pavement Marking	1	L.S.	\$ 11,100.00	\$ 11,100.00					1	\$ 11,100.00
7	Seeding	1	L.S.	\$ 250.00	\$ 250.00					1	\$ 250.00
8	Traffic Control	1	L.S.	\$ 1,100.00	\$ 1,100.00					1	\$ 1,100.00
										Original Contract Construction Amount	\$ 147,955.00
										Value of Completed Work	\$ 147,955.00
										Less 10% Retainage	\$ -
										Less Previous Estimates	\$ 80,433.72
										Total Deductions	\$ 80,433.72
										Amount Due Contractor on this Estimate	\$ 67,521.28

REQUESTED BY: C.D.L. ELECTRIC COMPANY, INC.

DATE: 12-20-19

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

DATE: 1-3-20

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

DATE: 01-03-2020



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

FINAL PAYMENT DUE CONTRACTOR

PROJECT:

East Quincy Street and South Rouse Street Traffic Signalization Project

Date: December 17, 2019

CONTRACTOR: C.D.L. Electric Company, Inc.
1308 North Walnut
Pittsburg, Kansas 66762

ORIGINAL CONTRACT CONSTRUCTION AMOUNT..... \$ 147,955.00

TOTAL CONSTRUCTION COST..... \$ 147,955.00

Less Previous Payments..... \$ 80,433.72

BALANCE DUE CONTRACTOR (FINAL PAYMENT)..... \$ 67,521.28

ACCEPTED BY: C.D.L. Electric Company, Inc.

DATE: 12-20-19

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

DATE: 1-3-20

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

DATE: 01-03-2020

DATE OF APPROVAL BY CITY COMMISSION:



**CONSENT OF SURETY
TO REDUCTION IN OR
RELEASE OF RETAINAGE**

PROJECT: East Quincy Street and South Rouse Street Traffic Signalization Project

TO: City of Pittsburg, Kansas
201 West 4th Street
Pittsburg, KS 66762

CONTRACT FOR: Street Traffic Signalization Project

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the Fair American Insurance and Reinsurance Company
365 Northridge Road, Suite 400, Atlanta, GA 30350, Surety
on bond of CDL Electric Co., Inc., 1308 N Walnut, Pittsburg, KS 66762, Contractor,
hereby approves the reduction in or partial release of retainage to the Contractor, as
follows:

The Surety agrees that such reduction in or partial or total release of retainage to the
Contractor shall not relieve the Surety of any of its obligations to:

City of Pittsburg, Kansas
201 West 4th Street
Pittsburg, KS 66762
as set forth in the said Surety's bond. , OWNER,

IN WITNESS WHEREOF, _____
the Surety has hereunto set its hand this 19th day of December, 2019.

ATTEST: *Elizabete Drac*

(SEAL)

Fair American Insurance and Reinsurance Company
Surety

[Signature]
Omar G. Guerra
Signature of Authorized Representative

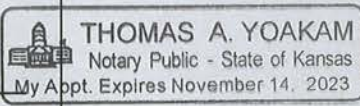

ATTORNEY-IN-FACT
Title



**TO: CITY CLERK
CITY OF PITTSBURG
PITTSBURG, KANSAS 66762**

PROJECT: East Quincy Street and South Rouse Street Traffic
Signalization Project

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

State of Kansas, <u>Cherokee</u> County	Contractor: <u>CDL Electric Co., Inc.</u>
On this <u>20th</u> day of <u>December</u> , 20 <u>19</u> , before me, a Notary Public in and for the aforementioned County and State, personally appeared <u>Larry Seward Jr.</u>	By: <u>LARRY Seward Jr</u>
to me known to be the identical person who executed the above statement.	Title: <u>President</u>
Notary Public	Seal: <u>(If Corporate)</u>
My Commission Expires: <u>11/14/23</u>	
	

The Fair American Insurance and Reinsurance Company, Surety Company
on bond for the above project hereby approves the final payment to the Contractor, and
agrees that the final payment shall not relieve the Surety Company of any of its
obligations to the City of Pittsburg as set forth in the Surety Company's bond.

IN WITNESS this 19th day of December, 2019.

(SEAL):

Fair American Insurance and Reinsurance Company

365 Northridge Road, Suite 400, Atlanta, GA 30350

Omar G. Guerra
Signature of Authorized Representative

ATTORNEY-IN-FACT

RESIDENT AGENT.

cc: Engineering Division

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
One Liberty Plaza, 165 Broadway, New York, NY 10006
POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Andrew C. Heaner of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; David R. Brett of Columbia, South Carolina; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; Matthew W. Hollingsworth of Addison, TX; Michael J. Brown of Cumming, Georgia; or Omar G. Guerra of Overland Park, Kansas EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$5,000,000 (Five Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

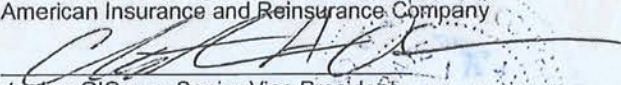
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February, 2016.

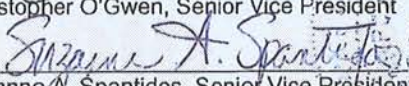
RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by these Senior Vice Presidents this 9th day of April, 2018.

Fair American Insurance and Reinsurance Company

By: 
Christopher O'Gwen, Senior Vice President

By: 
Suzanne A. Spantidos, Senior Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On April 9, 2018 before me, the above named Senior Vice Presidents, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

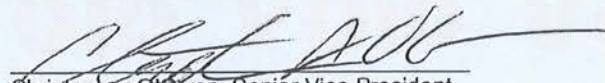
WITNESS my hand and official seal.

VINCENT PATRICK ENG
Notary Public State of New York
New York County
Lic. #02EN6333805
Comm. Exp. December 7, 2019

Signature  (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 19th day of December, 2019.


Christopher O'Gwen, Senior Vice President

Division of Taxation
109 SW 9th Street
Topeka, KS, 66601-3506
Mark A. Burghart, Secretary



Phone: 785-296-3081
Fax: 785-296-7928
www.ksrevenue.org
Laura Kelly, Governor

STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

201 W 4th St	Pittsburg	KS	66762
Street Address	City	State	Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number** 0000079071, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

C.D.L. Electric Company, Inc.


Contractor / Subcontractor

1308 North Walnut

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

Pittsburg, Kansas 66762

City, State Zip


Signature and Title of Authorized Representative

12-20-19
Date

INSTRUCTIONS

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

PR-77 (Rev. 09/16)



FINANCE AND ADMINISTRATION

201 West 4th Street · Pittsburg KS 66762

(620) 231-4100

www.pittks.org

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Jamie Clarkson, Director of Finance

DATE: January 7, 2020

SUBJECT: Outside City Fire Contract with S & H Management LLC

The attached contract is for outside the City fire protection for the S & H Management LLC facility located at 2106 W. 4th Street. The amount calculated for 2020 is \$4,758.05.

Action requested is to approve or disapprove the outside fire contract for S & H Management LLC and if approved authorize the Mayor to sign the contract.

cc: Tammy Nagel, City Clerk

CONTRACT FOR INDUSTRIAL FIRE FIGHTING SERVICE

THIS AGREEMENT made and entered into this 14th day of January 2020, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the City and S & H Management LLC, hereinafter called the Contractee, WITNESSETH:

THAT WHEREAS, the said Contractee is in charge of and handling real estate situated in Crawford County, Kansas, and located on West Fourth Street, a distance of approximately $\frac{3}{4}$ mile west of the city limits of Pittsburg, Kansas, and upon which there is located and kept various buildings used by the Contractee in the operation of manufacturing, and within a distance of five (5) miles from the limits of the City of Pittsburg.

AND, WHEREAS, the Contractee has made application to the City of Pittsburg to furnish Industrial Fire Fighting Service for said premises and property.

THEREFORE: Pursuant to the authority vested in the City, according to law, and in consideration of charges and compensation herein provided, to be paid to the City, and in consideration of their mutual covenants and promises, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

1. The Fire Department of the City shall, when notified, furnish a pumper truck and a minimum of two (2) fire fighters to attend and fight fires that may occur upon the above described premises if, at the time of need for such fire, the Fire Department can spare such equipment and fire fighters. The Fire Department of the City shall make a reasonable effort to attend and extinguish such fires; but it is expressly agreed and understood that the Fire Chief or person in charge of the Fire Department shall have the right in every case to determine whether or not the City can spare any part of its Fire Department equipment and fire fighters at a particular time.
2. IT IS FURTHER AGREED that the City shall not be liable in any way for failure of the Fire Department to attend a fire or put out a fire, or for damages to property or persons, or for any other reason.
3. As compensation for such Industrial Fire Fighting Service to said premises, the Contractee agrees to pay the City of Pittsburg, Kansas, the sum of **\$4,758.05** for the year beginning on the first day of January 2020. Said compensation to the City is based on the mill levy charged to City inhabitants for fire protection and/or the amount necessary to support the operation of the Fire Department. Such mill levy to be multiplied by the Contractee's assessed valuation.

Said figure then to be reduced by fifty percent (50%) and which shall be the amount charged, but in no event shall the charge be less than \$150.00 per year. The annual charge shall be recalculated each year based on succeeding City's mill levy and Contractee's assessed valuation. Said Fire Fighting Services may be extended for additional one-year periods.

4. The City, or the said Contractee, may cancel this contract by the giving of written notice thirty (30) days prior to the date on which cancellation is desired; provided, that cancellation by Contractee shall not provide for any refund of payments made.

IN WITNESS WHEREOF this Contract was signed by the parties this 14th day of January 2020.

THE CITY OF PITTSBURG, KANSAS

Mayor

ATTEST:

Tammy Nagel, City Clerk

S & H MANAGEMENT LLC





FINANCE AND ADMINISTRATION

201 West 4th Street · Pittsburg KS
66762

(620) 231-4100

www.pittks.org

CALCULATIONS

2020 OUTSIDE CITY FIRE CONTRACT

FIRE DEPARTMENT BUDGET OF \$2,875,032 = 21.26109 Mills

CITY ASSESSED VALUATION - \$135,225,048

<u>Firm</u>	<u>Assessed Value (1)</u>	x	<u>Mill Levy</u>	x	.50 =	<u>Contract Cost</u>
S&H Management, LLC 2106 W. 4 th Street	\$447,583	x	21.26109	x	.50 =	\$4,758.05

(1) Assessed Valuation figures furnished by County Treasurer's Office.

CRAWFORD COUNTY REAL ESTATE TAX STATEMENT

2019

Date: 1/6/2020

Statement #: 11552 CAMA #: 196-24-0-00-02-002.00-0-01
 Parcel #: 1962400002002000 Levy: 113.27400
 Property Address: 2106 W 4TH - Pittsburg, KS 66762
 Deed Name: S & H MANAGEMENT LLC

Tax Unit: 83 - BAKER USD 250

Real Estate**TAX SUMMARY**

First Half Tax: 25,349.76
 Second Half Tax: 25,349.76
 Total Tax: 50,699.52

Owner ID #: SHMA00000
 Owner Name: S & H MANAGEMENT LLC

Owner Address: 1503 BITNER CT
 PITTSBURG, KS 66762-8782

MAKE CHECKS PAYABLE TO:
 CRAWFORD CO TREASURER
 PO BOX 96
 GIRARD, KS - 66743
 620-724-8222

NOTE: To pay taxes online and/or look up tax receipts: www.crawfordcountykansas.org > Department & Agencies > County Treasurer.
 When paying taxes bring or mail statement stub(s) only. No 2nd 1/2 notice mailed. Please call our office for interest before paying delinquent taxes.

PROPERTY DESCRIPTION

Subdivision: Block: Lots: Section: 24 Township: 30 Range: 24
 Legal: S24, T30, R24, ACRES 29.1, BEG 1853.1' N & 495' E SW COR, TH E 835, S 1372.5, W 400, S 435.6, W 100 Total Acres: 29.10 Ag Acres: 0.00

PROPERTY CLASS	ASSD RATE	PRIOR YEAR	CURRENT YEAR	VALUE CHANGE	% CHANGE	CURRENT TAX
C COMM/INDUSTRIAL RURAL	25.0/25.0	446,838	447,583	745	0.17	50,699.52

THE FIRST \$2,300 IN RESIDENTIAL ASSESSED VALUE IS EXEMPT FROM THE STATEWIDE USD GENERAL FUND MILL LEVY.

Grand Total: 50,699.52**SPECIAL ASSESSMENTS / NRA**

MILL LEVIES	PRIOR YEAR	CURRENT YEAR	% CHANGE
State	1.500000	1.500000	0.00
County	50.228000	50.135000	-0.19
BAKER - TOWNSHIP	0.166000	0.162000	-2.41
FIRE DIST #1	6.435000	6.497000	0.96
SEK LIBRARY	1.565000	1.630000	4.15
USD - 250	50.990000	51.967000	1.92
WILDCAT EXT #14	1.353000	1.383000	2.22
Grand Total:	112.23700	113.27400	0.92

TAX	PRIOR YEAR	CURRENT YEAR	\$ CHANGE	% CHANGE
State	670.26	671.37	1.12	0.17
County	22,443.78	22,439.57	-4.21	-0.02
BAKER - TOWNSHIP	74.18	72.51	-1.67	-2.25
FIRE DIST #1	2,875.40	2,907.95	32.54	1.13
SEK LIBRARY	699.30	729.56	30.26	4.33
USD - 250	22,784.27	23,259.55	475.28	2.09
WILDCAT EXT #14	604.57	619.01	14.44	2.39
Grand Total:	50,151.76	50,699.52	547.76	1.09

REVENUE FROM PROPERTY TAX LEVIES	PRIOR YEAR	CURRENT YEAR	\$ CHANGE	% CHANGE
State	31,551.25	33,060.23	1,508.98	4.78
County	1,056,577.81	1,105,063.15	48,485.33	4.59
BAKER - TOWNSHIP	3,491.94	3,571.03	79.09	2.27
FIRE DIST #1	135,227.02	143,195.03	7,968.02	5.89
SEK LIBRARY	32,905.46	35,916.09	3,010.62	9.15
USD - 250	1,026,843.15	1,099,699.27	72,856.13	7.10
WILDCAT EXT #14	28,457.98	30,476.80	2,018.83	7.09
Grand Total:	2,315,054.61	2,450,981.60	135,926.99	5.87

IF TAXES ARE NOT PAID BY THE DUE DATE, INTEREST PER ANNUM IS CHARGED.

DETACH AND REMIT WITH PAYMENT
1st HALF PAYMENT COUPON - 2019
FIRST HALF DUE: 12/20/2019

TAXPAYER ID #: SHMA00000
 STATEMENT #: 11552
 PARCEL #: 1962400002002000
 S & H MANAGEMENT LLC

1



Real Estate

PAID ON
12/09/2019

1503 BITNER CT
 PITTSBURG, KS 66762-8782

1ST HALF PAYMENT DUE**0.00**

() Check if Receipt Requested

DETACH AND REMIT WITH PAYMENT
2nd HALF / FULL PAYMENT COUPON - 2019
SECOND HALF DUE: 05/11/2020

TAXPAYER ID #: SHMA00000
 STATEMENT #: 11552
 PARCEL #: 1962400002002000
 S & H MANAGEMENT LLC

2



Real Estate

1503 BITNER CT
 PITTSBURG, KS 66762-8782

2ND HALF PAYMENT DUE**25,349.76**

() Check if Receipt Requested

INTEROFFICE MEMORANDUM

TO: DARON HALL
CITY MANAGER

FROM: QUENTIN HOLMES
DIRECTOR OF COMMUNITY DEVELOPMENT AND HOUSING

CC: TAMMY NAGEL
CITY CLERK

DATE: JANUARY 9, 2020

SUBJECT: AGENDA ITEM – JANUARY 14, 2020
PITTSBURG LAND BANK ADVISORY BOARD APPOINTMENTS

The Pittsburg Land Bank Advisory Board has 3 openings beginning January 30, 2020. Applicant seeking a third and final term is Kala Spigarelli. Area of representation required is: legal representative.

Two remaining openings: Crawford County and EDAC do not currently have qualified applicants.

Please place this item on the January 14, 2020 City Commission agenda.

Feel free to contact me should you have any questions



Land Bank Board of Trustees

APPLICATION FOR APPOINTMENT

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

Name: Kala Spigarelli

Home Address: 814 S. Catalpa Street, Pittsburg, Kansas 66762

Mailing Address: 515 North Broadway, Pittsburg, Kansas 66762

Occupation: attorney

Business Address: 515 North Broadway Pittsburg, Kansas 66762

Home Telephone: 620 404 8185

Business Telephone: 620 231 1290

E-mail: kspig@spigarelli-law.com

Are you a resident of Pittsburg? X If yes, how long have you lived in Pittsburg: 46 years

Current occupation (within last 12 months): attorney

Business interest in the last 12 months: attorney

Previous Committee/Commission Experience: Currently serve on the Land Bank Board. Served on
Downtown Advisory Board. Served on PSU Board of Trustees, currently serve on State Board for
Discipline of Attorneys, currently serve on the Lottery Commission for the State of Kansas.

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

Professional and/or community service activities: _____

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: Have served since inception. I enjoy serving the community and shaping the policy for a new board.

Area of representation (please circle all that may apply):

Real Estate

Financial

Representative of USD250

Property Manager

Member of EDAC


Contracting/Developing

Law

Crawford County Appraiser or designee

The Land Bank Board of Trustees meets at City Hall at 8:00 a.m. on the last Thursday of each month. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the December 10th, 2019, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Land Bank Board of Trustees will be made by the City Commission during this meeting.**

Signature of Applicant: 

Date: 11-25-19

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before November 26th, 2019, to:

City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762

Kala Spigarelli

Experience	1990 – 1992	Blackwell Sanders	Kansas City, MO
	Attorney		
	<ul style="list-style-type: none"> ▪ Associate ▪ Practice of general civil litigation ▪ Primarily defense 		
	1992 – present	The Spigarelli Law Firm	Pittsburg, KS
	Attorney		
	<ul style="list-style-type: none"> ▪ Practice of general civil litigation ▪ Primarily plaintiff ▪ General business litigation 		
	Oct. 2019 – present	Kansas State Lottery Commission	
	<ul style="list-style-type: none"> ▪ Commissioner ▪ Approve policies and regulations for the lottery 		
	1992 – present	Pittsburg State University Alumni Foundation	Pittsburg, KS
	<ul style="list-style-type: none"> ▪ Board of Trustees ▪ President of Audit Committee ▪ Member of General Foundation Board 		
	2016 – 2018	Pittsburg Downtown Advisory Board	Pittsburg, KS
	<ul style="list-style-type: none"> ▪ Advise city commissioners regarding downtown issues ▪ Drafted and recommended ordinances 		
	2016 - present	Pittsburg Land Bank	Pittsburg, KS
	<ul style="list-style-type: none"> ▪ Board member ▪ Acquire and sell property in the city limits in order to get the property on the active tax roll and to make the best use of the property for the city 		
	2018 - present	Kansas Board for Discipline of Attorneys	
	<ul style="list-style-type: none"> ▪ Board member 		

- Hear cases and render decisions

Education	1983 - 1987	Arizona State University	Tempe, AZ
	BA Justice Studies		
	▪ Cum Laude		
	1987 – 1990	Washburn School of Law	Topeka, KS
	BA Justice Studies		
	▪ Juris Doctorate		
	▪ Cum Laude		
	▪ Washburn Law Journal Associate Editor		

References References are available on request

VENDOR SET: 99 City of Pittsburg, KS
 BANK: * ALL BANKS
 DATE RANGE: 12/04/2019 THRU 1/07/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	12/06/2019			186022		
C-CHECK	VOID CHECK	V	12/06/2019			186023		
C-CHECK	VOID CHECK	V	12/06/2019			186024		
C-CHECK	VOID CHECK	V	12/06/2019			186039		
C-CHECK	VOID CHECK	V	12/06/2019			186040		
C-CHECK	VOID CHECK	V	12/06/2019			186041		
C-CHECK	VOID CHECK	V	12/06/2019			186042		
C-CHECK	VOID CHECK	V	12/13/2019			186046		
C-CHECK	VOID CHECK	V	12/13/2019			186048		
C-CHECK	VOID CHECK	V	12/13/2019			186049		
C-CHECK	VOID CHECK	V	1/03/2020			186144		
C-CHECK	VOID CHECK	V	1/03/2020			186145		
C-CHECK	VOID CHECK	V	1/03/2020			186146		
C-CHECK	VOID CHECK	V	1/03/2020			186157		
C-CHECK	VOID CHECK	V	1/03/2020			186158		

* * 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:

15 VOID DEBITS

0.00

VOID CREDITS

0.00

0.00

0.00

TOTAL ERRORS: 0

VENDOR SET: 99	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			15	0.00	0.00	0.00
BANK:		TOTALS:	15	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	1/06/2020			000000		1,619.67
0224	KDOR	D	1/07/2020			000000		6,863.14
0224	KDOR	D	12/06/2019			000000		5,794.94
0224	KDOR	D	12/09/2019			000000		6,330.75
0321	KP&F	D	12/13/2019			000000		49,209.32
0321	KP&F	D	12/27/2019			000000		52,732.58
0728	ICMA	D	12/13/2019			000000		660.00
0728	ICMA	D	12/27/2019			000000		710.00
1050	KPERS	D	12/13/2019			000000		43,557.88
1050	KPERS	D	12/27/2019			000000		42,161.85
3079	COMMERCE BANK	D	12/23/2019			000000		26,377.29
3570	AMERICAN EXPRESS, INC	D	1/06/2020			000000		288.91
3570	AMERICAN EXPRESS, INC	D	12/04/2019			000000		262.30
4520	ETS CORPORATION	D	1/02/2020			000000		10,162.17
5677	BANK OF AMERICA, INC	D	1/03/2020			000000		778.99
5904	TASC	D	12/13/2019			000000		6,076.40
5904	TASC	D	12/30/2019			000000		6,069.99
6415	GREAT WEST TANDEM KPERS 457	D	12/13/2019			000000		4,629.83
6415	GREAT WEST TANDEM KPERS 457	D	12/30/2019			000000		4,694.83
6952	ADP INC	D	12/20/2019			000000		8,540.30
7290	DELTA DENTAL OF KANSAS INC	D	1/03/2020			000000		2,629.75
7290	DELTA DENTAL OF KANSAS INC	D	12/06/2019			000000		4,823.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7290	DELTA DENTAL OF KANSAS INC	D	12/13/2019			000000		4,592.45
7290	DELTA DENTAL OF KANSAS INC	D	12/20/2019			000000		1,935.40
7290	DELTA DENTAL OF KANSAS INC	D	12/30/2019			000000		1,378.80
7877	TRUSTMARK HEALTH BENEFITS INC	D	1/02/2020			000000		21,414.96
7877	TRUSTMARK HEALTH BENEFITS INC	D	12/12/2019			000000		33,345.65
7877	TRUSTMARK HEALTH BENEFITS INC	D	12/19/2019			000000		7,514.78
7877	TRUSTMARK HEALTH BENEFITS INC	D	12/26/2019			000000		35,143.12
8051	AFLAC GROUP INSURANCE	D	12/24/2019			000000		3,018.98
6059	CBIZ BENEFITS & INSURANCE SERV	E	12/09/2019			006713		6,000.00
0046	ETTINGERS OFFICE SUPPLY	E	12/09/2019			006714		478.54
0054	JOPLIN SUPPLY COMPANY	E	12/09/2019			006715		682.40
0055	JOHN'S SPORT CENTER, INC.	E	12/09/2019			006716		198.00
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	12/09/2019			006717		911.00
0084	INTERSTATE EXTERMINATOR, INC.	E	12/09/2019			006718		697.00
0087	FORMS ONE, LLC	E	12/09/2019			006719		1,316.55
0105	PITTSBURG AUTOMOTIVE	E	12/09/2019			006720		215.02
0112	MARRONES INC	E	12/09/2019			006721		352.67
0128	ASCENSION VIA CHRISTI HOSPITAL	E	12/09/2019			006722		129.00
0142	HECKERT CONSTRUCTION CO INC	E	12/09/2019			006723		46,552.06
0194	KANSAS STATE TREASURER	E	12/09/2019			006724		4,229.00
0412	NAN MCKAY & ASSOCIATES	E	12/09/2019			006725		478.00
0478	VIETTI AUTO BODY INC	E	12/09/2019			006726		1,433.61

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0505	SIRCHIE FINGER PRINT LABORATOR	E	12/09/2019			006727		72.95
0534	TYLER TECHNOLOGIES INC	E	12/09/2019			006728		2,710.00
0704	NEPTUNE RADIATOR AND AUTO	E	12/09/2019			006729		395.00
0709	PURVIS INDUSTRIES LLC	E	12/09/2019			006730		31.92
0823	TOUCHTON ELECTRIC INC	E	12/09/2019			006731		356.40
0866	AVFUEL CORPORATION	E	12/09/2019			006732		19,926.26
1033	BOLLINGER GROUP, LLC	E	12/09/2019			006733		100.00
1075	COASTAL ENERGY CORP	E	12/09/2019			006734		1,957.80
1238	SEWARD ELECTRIC, INC.	E	12/09/2019			006735		3,035.37
1478	KANSASLAND TIRE #1828	E	12/09/2019			006736		637.98
1792	B&L WATERWORKS SUPPLY, LLC	E	12/09/2019			006737		2,290.65
2526	SERVICEMASTER OF SE KANSAS	E	12/09/2019			006738		1,425.00
2707	THE LAWNSCAPE COMPANY, INC.	E	12/09/2019			006739		1,461.00
3192	MUNICIPAL CODE CORP	E	12/09/2019			006740		978.00
4618	TRESA LYNNE MILLER	E	12/09/2019			006741		905.50
5275	US LIME COMPANY-ST CLAIR	E	12/09/2019			006742		4,469.58
5657	TELEDYNE INSTRUMENTS, INC	E	12/09/2019			006743		1,414.00
5855	SHRED-IT US JV LLC	E	12/09/2019			006744		383.76
6175	HENRY C MENGHINI	E	12/09/2019			006745		253.30
6498	BLUEGLOBES LLC	E	12/09/2019			006746		271.30
6822	ELIZABETH BRADSHAW	E	12/09/2019			006747		1,220.00
6851	SCHULTE SUPPLY INC	E	12/09/2019			006748		1,370.46

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6995	SUMMER WARREN	E	12/09/2019			006749		625.00
7028	MATTHEW L. FRYE	E	12/09/2019			006750		400.00
7038	SIGNET COFFEE ROASTERS	E	12/09/2019			006751		45.00
7138	OME CORP, LLC	E	12/09/2019			006752		192.00
7283	TRUSTMARK HEALTH BENEFITS INC	E	12/09/2019			006753		45,991.37
7284	TRANSYSTEMS CORPORATION	E	12/09/2019			006754		5,823.00
7407	LIMELIGHT MARKETING LLC	E	12/09/2019			006755		847.60
7559	MEGAN LYNN MUNGER	E	12/09/2019			006756		177.00
7594	LEADSONLINE LLC	E	12/09/2019			006757		2,462.00
7705	JOANNA L DERFELT	E	12/09/2019			006758		1,000.00
7800	MORGAN ALYSE PANOVICH	E	12/09/2019			006759		495.00
7806	CORE & MAIN LP	E	12/09/2019			006760		1,705.57
7852	TRIA HEALTH, LLC	E	12/09/2019			006761		1,571.82
7791	C4 HOLDINGS LLC	E	12/16/2019			006764		84.00
0046	ETTINGERS OFFICE SUPPLY	E	12/16/2019			006765		25.48
0055	JOHN'S SPORT CENTER, INC.	E	12/16/2019			006766		240.00
0101	BUG-A-WAY INC	E	12/16/2019			006767		160.00
0112	MARRONES INC	E	12/16/2019			006768		89.07
0207	PEPSI-COLA BOTTLING CO OF PITT	E	12/16/2019			006769		94.50
0294	COPY PRODUCTS, INC.	E	12/16/2019			006770		59.84
0317	KUNSHEK CHAT & COAL CO, INC.	E	12/16/2019			006771		4,573.04
0328	KANSAS ONE-CALL SYSTEM, INC	E	12/16/2019			006772		792.00

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0516	AMERICAN CONCRETE CO INC	E	12/16/2019			006773		7,436.01
0577	KANSAS GAS SERVICE	E	12/16/2019			006774		1,830.03
0597	CORNEJO & SONS LLC	E	12/16/2019			006775		1,851.18
0623	CALVIN JONES	E	12/16/2019			006776		2,250.00
0746	CDL ELECTRIC COMPANY INC	E	12/16/2019			006777		1,114.40
0753	COUNTY OF CRAWFORD	E	12/16/2019			006778		39,250.00
0968	LEE ENTERPRISES	E	12/16/2019			006779		1,008.00
1033	BOLLINGER GROUP, LLC	E	12/16/2019			006780		100.00
1792	B&L WATERWORKS SUPPLY, LLC	E	12/16/2019			006781		2,321.73
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	12/16/2019			006782		412.48
2161	RECORDED BOOKS, LLC	E	12/16/2019			006783		46.94
2621	MONICA LAFORTE	E	12/16/2019			006784		25.00
2767	BRENNTAG SOUTHWEST, INC	E	12/16/2019			006785		1,948.32
2921	DATAPROSE LLC	E	12/16/2019			006786		4,642.44
2960	PACE ANALYTICAL SERVICES LLC	E	12/16/2019			006787		224.00
3185	JOHN W. PETERSON	E	12/16/2019			006788		145.00
3192	MUNICIPAL CODE CORP	E	12/16/2019			006789		350.00
3668	MID AMERICA PROPERTIES OF PITT	E	12/16/2019			006790		940.28
3847	INTERNATIONAL PUBLIC MANAGEMEN	E	12/16/2019			006791		734.00
4218	MEADOWLARK TOWNHOUSES LLC	E	12/16/2019			006792		550.00
4307	HENRY KRAFT, INC.	E	12/16/2019			006793		168.67
5014	MID-AMERICA SANITATION INC.	E	12/16/2019			006794		60.00

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5049	CRH COFFEE INC	E	12/16/2019			006795		89.00
6162	OZARK CRANE SERVICE INC	E	12/16/2019			006796		4,275.72
6402	BEAN'S TOWING & AUTO BODY	E	12/16/2019			006797		2,888.40
6464	PRO X PROPERTY SOLUTIONS, LLC	E	12/16/2019			006798		650.00
6528	GALE GROUP/CENGAGE	E	12/16/2019			006799		197.53
6846	GREENWAY ELECTRIC, INC.	E	12/16/2019			006800		3,562.28
6851	SCHULTE SUPPLY INC	E	12/16/2019			006801		65.28
7038	SIGNET COFFEE ROASTERS	E	12/16/2019			006802		41.25
7128	SWABY MFG	E	12/16/2019			006803		4,028.00
7191	ANDREW TRACTOR WORKS LLC	E	12/16/2019			006804		1,478.05
7377	US AWARDS INC	E	12/16/2019			006805		650.00
7407	LIMELIGHT MARKETING LLC	E	12/16/2019			006806		5,000.00
7448	CARUS CORPORATION	E	12/16/2019			006807		2,608.32
7493	EMERY SAPP & SONS INC	E	12/16/2019			006808		127,449.02
7540	THOMAS W NICHOLS	E	12/16/2019			006809		180.00
7629	EARLES ENGINEERING & INSPECTIO	E	12/16/2019			006810		12,906.59
7655	HW ACQUISITIONS, PA	E	12/16/2019			006811		100.00
7667	BRENT'S ELECTRIC, LLC	E	12/16/2019			006812		1,927.48
7806	CORE & MAIN LP	E	12/16/2019			006813		4,211.40
7839	VISION SERVICE PLAN INSURANCE	E	12/16/2019			006814		1,789.85
0046	ETTINGERS OFFICE SUPPLY	E	12/23/2019			006815		44.62
0055	JOHN'S SPORT CENTER, INC.	E	12/23/2019			006816		60.00

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0105	PITTSBURG AUTOMOTIVE	E	12/23/2019			006817		869.33
0112	MARRONES INC	E	12/23/2019			006818		125.62
0117	THE MORNING SUN	E	12/23/2019			006819		34.06
0142	HECKERT CONSTRUCTION CO INC	E	12/23/2019			006820		25,213.35
0203	GADES SALES CO INC	E	12/23/2019			006821		1,422.04
0294	COPY PRODUCTS, INC.	E	12/23/2019			006822		1,618.10
0335	CUSTOM AWARDS, LLC	E	12/23/2019			006823		144.91
0577	KANSAS GAS SERVICE	E	12/23/2019			006824		4,734.21
0628	BERRY COMPANIES, INC.	E	12/23/2019			006825		329.55
0726	PITTSBURG STATE UNIVERSITY	E	12/23/2019			006826		12,500.00
0746	CDL ELECTRIC COMPANY INC	E	12/23/2019			006827		54.00
1478	KANSASLAND TIRE #1828	E	12/23/2019			006828		648.58
1733	BMI, INC	E	12/23/2019			006829		155.20
2767	BRENNTAG SOUTHWEST, INC	E	12/23/2019			006830		1,436.00
2825	STATE OF KANSAS	E	12/23/2019			006831		461.63
3192	MUNICIPAL CODE CORP	E	12/23/2019			006832		355.73
3571	LARRY'S DIESEL REPAIR LLC	E	12/23/2019			006833		4,341.48
4354	LIFESTYLE LEASING INC	E	12/23/2019			006834		1,935.00
4698	THE MORNING SUN	E	12/23/2019			006835		316.14
5275	US LIME COMPANY-ST CLAIR	E	12/23/2019			006836		4,393.32
5482	JUSTIN HART	E	12/23/2019			006837		60.00
5623	CRAWFORD COUNTY CLERK	E	12/23/2019			006838		26,743.69

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5855	SHRED-IT US JV LLC	E	12/23/2019			006839		105.83
6595	AMAZON.COM, INC	E	12/23/2019			006840		11,183.62
7028	MATTHEW L. FRYE	E	12/23/2019			006841		400.00
7167	MAILFINANCE, INC	E	12/23/2019			006842		345.93
7239	JERRY MILLER	E	12/23/2019			006843		1,050.00
7427	OLSSON INC	E	12/23/2019			006844		52,477.70
7514	NTHERM, LLC	E	12/23/2019			006845		2,786.13
7572	OZARK MOUNTAIN ENERGY, INC	E	12/23/2019			006846		16,296.45
8046	CONVERGEONE, INC.	E	12/23/2019			006847		112.50
5340	COMMERCE BANK TRUST	E	12/30/2019			006848		36,034.33
0046	ETTINGERS OFFICE SUPPLY	E	12/30/2019			006849		120.00
0055	JOHN'S SPORT CENTER, INC.	E	12/30/2019			006850		119.00
0101	BUG-A-WAY INC	E	12/30/2019			006851		90.00
0105	PITTSBURG AUTOMOTIVE	E	12/30/2019			006852		790.99
0181	INGRAM LIBRARY SERVICES	E	12/30/2019			006853		14.61
0207	PEPSI-COLA BOTTLING CO OF PITT	E	12/30/2019			006854		22.90
0292	UNIFIRST CORPORATION	E	12/30/2019			006855		53.60
0345	THE VICTOR L PHILLIPS CO	E	12/30/2019			006856		1,727.11
0866	AVFUEL CORPORATION	E	12/30/2019			006857		20,032.01
1792	B&L WATERWORKS SUPPLY, LLC	E	12/30/2019			006858		2,097.82
2035	O'BRIEN ROCK CO., INC.	E	12/30/2019			006859		2,664.38
2161	RECORDED BOOKS, LLC	E	12/30/2019			006860		214.94

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2186	PRODUCERS COOPERATIVE ASSOCIAT	E	12/30/2019			006861		345.10
2767	BRENNTAG SOUTHWEST, INC	E	12/30/2019			006862		1,820.00
5003	SOUTHEAST KANSAS FIREFIGHTERS	E	12/30/2019			006863		150.00
6524	ELLIOTT EQUIPMENT COMPANY	E	12/30/2019			006864		490.99
6528	GALE GROUP/CENGAGE	E	12/30/2019			006865		27.19
6777	DH PACE CO	E	12/30/2019			006866		682.50
6851	SCHULTE SUPPLY INC	E	12/30/2019			006867		34.56
6916	STILWELL HERITAGE & EDUCATIONA	E	12/30/2019			006868		690.00
7494	HOMETOWN VILLAGE INC	E	12/30/2019			006869		763.80
7667	BRENT'S ELECTRIC, LLC	E	12/30/2019			006870		3,467.00
2004	AIRE-MASTER OF AMERICA, INC.	E	1/06/2020			006984		17.22
4489	WEIS FIRE & SAFETY EQUIPMENT L	E	1/06/2020			006985		3,697.96
0044	CRESTWOOD COUNTRY CLUB	E	1/06/2020			006986		609.00
0062	LINDSEY SOFTWARE SYSTEMS, INC.	E	1/06/2020			006987		926.00
0087	FORMS ONE, LLC	E	1/06/2020			006988		128.00
0101	BUG-A-WAY INC	E	1/06/2020			006989		30.00
0105	PITTSBURG AUTOMOTIVE	E	1/06/2020			006990		54.76
0135	PITTSBURG AREA CHAMBER OF COMM	E	1/06/2020			006991		20.00
0201	SPICER-ADAMS WELDING, INC.	E	1/06/2020			006992		63.20
0328	KANSAS ONE-CALL SYSTEM, INC	E	1/06/2020			006993		376.80
0340	HOMER COLE COMM CTR	E	1/06/2020			006994		9,000.00
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	1/06/2020			006995		4,505.00

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0530	THYSSENKRUPP CORPORATION	E	1/06/2020			006996		3,628.32
0534	TYLER TECHNOLOGIES INC	E	1/06/2020			006997		49,575.01
0597	CORNEJO & SONS LLC	E	1/06/2020			006998		174.95
0746	CDL ELECTRIC COMPANY INC	E	1/06/2020			006999		24,657.38
0754	PSU SUBSTANCE ABUSE	E	1/06/2020			007000		3,000.00
0823	TOUCHTON ELECTRIC INC	E	1/06/2020			007001		60.00
0969	SOUTHEAST KANSAS COMMUNITY ACT	E	1/06/2020			007002		15,000.00
1354	INTERNATIONAL INSTITUTE OF MUN	E	1/06/2020			007003		170.00
1629	PITTSBURG BEAUTIFUL	E	1/06/2020			007004		2,000.00
1792	B&L WATERWORKS SUPPLY, LLC	E	1/06/2020			007005		1,522.50
2945	GALAXIE BUSINESS EQUIPMENT, IN	E	1/06/2020			007006		11,830.00
2960	PACE ANALYTICAL SERVICES LLC	E	1/06/2020			007007		6,675.00
4766	ACCURATE ENVIRONMENTAL LLC	E	1/06/2020			007008		2,266.74
5464	TURN-KEY MOBILE INC	E	1/06/2020			007009		914.71
5640	WELLPATH LLC	E	1/06/2020			007010		18.00
5862	HEATHER LYNN HORTON	E	1/06/2020			007011		100.00
6203	THE SOUTHWEST PAPER CO INC	E	1/06/2020			007012		142.34
6558	VERMONT SYSTEMS INC	E	1/06/2020			007013		6,954.44
7028	MATTHEW L. FRYE	E	1/06/2020			007014		400.00
7038	SIGNET COFFEE ROASTERS	E	1/06/2020			007015		45.50
7407	LIMELIGHT MARKETING LLC	E	1/06/2020			007016		1,190.00
7705	JOANNA L DERFELT	E	1/06/2020			007017		1,000.00

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7959	ALL ABOARD FOUNDATION	E	1/06/2020			007018		2,485.06
8194	BAKER TILLEY MUNICIPAL ADVISOR	E	1/06/2020			007019		6,200.00
1	ALDI INC	R	12/06/2019			186007		300.00
8180	LESLEY ALEXANDRA BOCANEGRA	R	12/06/2019			186008		50.00
8186	CHICKEN ANNIES ORIGINAL	R	12/06/2019			186009		209.00
4263	COX COMMUNICATIONS KANSAS LLC	R	12/06/2019			186010		39.91
4263	COX COMMUNICATIONS KANSAS LLC	R	12/06/2019			186011		91.62
4263	COX COMMUNICATIONS KANSAS LLC	R	12/06/2019			186012		78.28
4263	COX COMMUNICATIONS KANSAS LLC	R	12/06/2019			186013		29.40
4263	COX COMMUNICATIONS KANSAS LLC	R	12/06/2019			186014		1,410.80
4263	COX COMMUNICATIONS KANSAS LLC	R	12/06/2019			186015		96.14
4263	COX COMMUNICATIONS KANSAS LLC	R	12/06/2019			186016		87.17
4263	COX COMMUNICATIONS KANSAS LLC	R	12/06/2019			186017		13.23
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	12/06/2019			186018		1,119.94
8144	DUNCAN CONCRETE PUMPING	R	12/06/2019			186019		525.00
2519	EAGLE BEVERAGE CO INC	R	12/06/2019			186020		39.22
1108	EVERGY KANSAS CENTRAL INC	R	12/06/2019			186021		101,114.07
6358	FIREX, INC.	R	12/06/2019			186025		1,430.50
7935	CANDACE MICHAEL BREWSTER	R	12/06/2019			186026		1,000.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	12/06/2019			186027		408.64
7299	INTOXIMETERS, INC	R	12/06/2019			186028		62.85
7414	KANSAS GAS SERVICE (ESG)	R	12/06/2019			186029		70.00

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7172	KANSAS NAHRO	R	12/06/2019			186030		100.00
0226	KDOR LIQUOR TAX	R	12/06/2019			186031		88.59
2682	KENT GREENWOOD PLASTERING	R	12/06/2019			186032		100.00
7601	MEYER LAW FIRM, LLC	R	12/06/2019			186033		27.00
7151	TOTALFUNDS	R	12/06/2019			186034		1,000.00
1991	OFFICE OF STATE FIRE MARSHAL	R	12/06/2019			186035		90.00
0188	SECRETARY OF STATE	R	12/06/2019			186036		25.00
7270	SECURITY 1ST TITLE, LLC	R	12/06/2019			186037		75.00
5589	VERIZON WIRELESS SERVICES, LLC	R	12/06/2019			186038		9,865.01
6154	4 STATE MAINTENANCE SUPPLY INC	R	12/13/2019			186043		312.80
2876	A-PLUS DRY CLEANERS	R	12/13/2019			186044		383.50
2004	AIRE-MASTER OF AMERICA, INC.	R	12/13/2019			186045		206.64
0523	AT&T	R	12/13/2019			186047		7,350.51
7099	AXON ENTERPRISE, INC	R	12/13/2019			186050		1,170.00
7451	CITY OF ARMA	R	12/13/2019			186051		250.00
5283	CLASS LTD	R	12/13/2019			186052		47.70
0375	WICHITA WATER CONDITIONING	R	12/13/2019			186053		6.50
8192	DUANE JOHNSON	R	12/13/2019			186054		4,589.25
6717	DUO-SAFETY LADDER CORPORATION	R	12/13/2019			186055		62.61
4636	EVERGY KANSAS CENTRAL INC. (HA	R	12/13/2019			186056		693.03
0118	FED EX	R	12/13/2019			186057		43.06
6358	FIREX, INC.	R	12/13/2019			186058		211.00

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6631	VERNON L GOEDECKE COMPAMY INC	R	12/13/2019			186059		286.00
0380	KANSAS DEPARTMENT OF REVENUE	R	12/13/2019			186060		175.00
2877	KDHE - BUREAU OF WATER	R	12/13/2019			186061		20.00
8092	MEGAN KEENER	R	12/13/2019			186062		182.12
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	12/13/2019			186063		381.92
7635	DOUG LINDER	R	12/13/2019			186064		81.25
7938	ROSANO DEL PILAR MENDEZ	R	12/13/2019			186065		25.00
7392	ASSURECO RISK MANAGEMENT & REG	R	12/13/2019			186066		350.00
8146	WASTE CORPORATION OF KANSAS, L	R	12/13/2019			186067		426.74
8189	RAIL PROS FIELD SERVICES INC	R	12/13/2019			186068		2,762.50
7270	SECURITY 1ST TITLE, LLC	R	12/13/2019			186069		500.00
1	SIGMA SIGMA SIGMA	R	12/13/2019			186070		250.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	12/13/2019			186071		30.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	12/13/2019			186072		687.00
6260	TRANE	R	12/13/2019			186073		695.00
5589	VERIZON WIRELESS SERVICES, LLC	R	12/13/2019			186074		392.98
5371	PITTSBURG FAMILY YMCA	R	12/13/2019			186075		380.04
4263	COX COMMUNICATIONS KANSAS LLC	R	12/20/2019			186087		25.21
1108	EVERGY KANSAS CENTRAL INC	R	12/20/2019			186088		3,445.81
2877	KDHE - BUREAU OF WATER	R	12/20/2019			186089		20.00
7938	ROSANO DEL PILAR MENDEZ	R	12/20/2019			186090		50.00
1	NIEGSCH, JANICE	R	12/20/2019			186091		50.70

VENDOR SET: 99 City of Pittsburgh, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:12/04/2019 THRU 1/07/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3434	PITTSBURG SUNRISE ROTARY	R	12/20/2019			186092		225.00
7096	RED GIANT OIL COMPANY LLC	R	12/20/2019			186093		531.00
1	SCHROPP, CRAIG	R	12/20/2019			186094		18.00
5410	WATCO COMPANIES INC	R	12/20/2019			186095		250.00
5561	AT&T MOBILITY	R	12/27/2019			186100		131.20
1	CANNON, BENJAMIN	R	12/27/2019			186101		324.56
1	CANNON, BENJAMIN	R	12/27/2019			186102		107.88
6545	CENTER POINT INC	R	12/27/2019			186103		25.32
8147	CHEM-AQUA, INC.	R	12/27/2019			186104		395.00
6164	DEARREADER.COM	R	12/27/2019			186105		350.00
8144	DUNCAN CONCRETE PUMPING	R	12/27/2019			186106		525.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	12/27/2019			186107		1,381.23
1	PSU UNIV STRATEGIC INITATIVES	R	12/27/2019			186108		440.60
1	TXTAG	R	12/27/2019			186109		10.99
0093	US POST OFFICE	R	12/27/2019			186110		490.00
5371	PITTSBURG FAMILY YMCA	R	12/27/2019			186111		380.04
8193	FAIR FOOD NETWORK	R	12/27/2019			186112		807.00
3466	KANSAS DEPT OF AGRICULTURE	R	12/31/2019			186113		100.00
4205	AMERICAN BANKERS INS CO OF FL	R	1/03/2020			186125		13,070.00
8175	BEN MOORE STUDIO LLC	R	1/03/2020			186126		8,000.00
1	BERNIE'S WELDING INC	R	1/03/2020			186127		165.00
1	CHAPMAN, ALAN	R	1/03/2020			186128		160.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8147	CHEM-AQUA, INC.	R	1/03/2020			186129		395.00
4263	COX COMMUNICATIONS KANSAS LLC	R	1/03/2020			186130		39.91
4263	COX COMMUNICATIONS KANSAS LLC	R	1/03/2020			186131		175.04
4263	COX COMMUNICATIONS KANSAS LLC	R	1/03/2020			186132		80.28
7046	CRAWFORD COUNTY CONVENTION & V	R	1/03/2020			186133		1,500.00
0375	WICHITA WATER CONDITIONING	R	1/03/2020			186134		6.00
1108	EVERGY KANSAS CENTRAL INC	R	1/03/2020			186135		108.91
6358	FIREX, INC.	R	1/03/2020			186136		969.50
7935	CANDACE MICHAEL BREWSTER	R	1/03/2020			186137		1,000.00
2019	GFOA	R	1/03/2020			186138		190.00
7274	INTERNATIONAL TOWN & GOWN ASSO	R	1/03/2020			186139		400.00
5054	KANSAS ASSOC FOR COURT MANAGEM	R	1/03/2020			186140		150.00
7792	KANREN, INC	R	1/03/2020			186141		11,499.96
6492	KANSAS ECONOMIC PROGRESS COUNC	R	1/03/2020			186142		100.00
7108	KANSAS MUNICIPAL INSURANCE TRU	R	1/03/2020			186143		197,283.00
0033	LOU'S GLOVES	R	1/03/2020			186147		249.00
1847	MILLERS	R	1/03/2020			186148		1,611.55
7151	TOTALFUNDS	R	1/03/2020			186149		1,000.00
6697	PITTSBURG EMERGENCY PHYSICIAN,	R	1/03/2020			186150		39.31
1	RHUEMS, JANET	R	1/03/2020			186151		495.00
8022	SOUTHWEST COMMUNICATIONS SYSTE	R	1/03/2020			186152		17,966.00
5904	TASC	R	1/03/2020			186153		1,519.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5589	VERIZON WIRELESS SERVICES, LLC	R	1/03/2020			186154		190.44
5410	WATCO COMPANIES INC	R	1/03/2020			186155		11,189.00
2350	WCA WASTE SYSTEMS INC	R	1/03/2020			186156		1,043.29

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	111	423,178.25	0.00	423,178.25
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	30	393,318.33	0.00	393,318.33
EFT:	192	822,944.46	0.00	822,944.46
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	333	1,639,441.04	0.00	1,639,441.04
BANK: 80144 TOTALS:	333	1,639,441.04	0.00	1,639,441.04
REPORT TOTALS:	333	1,639,441.04	0.00	1,639,441.04

Passed and approved this 14th day of January, 2020.

Dawn McNay, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: January 8, 2020

SUBJECT: November 26, 2019 Agenda Item
Amended E & J Investments (Renu Medical & Spa)
recommendation

On November 26, 2019, the Pittsburgh city commission approved \$100,000 in Revolving Loan Fund monies to support a new facility for Renu Medical & Spa (E & J Investments). Through follow-up conversations with Dr. Jacqueline Youtsos, it was discovered that the initial construction estimate did not include approximately \$20,000 to extend City utilities to the site.

As a result, the EDAC held a special meeting on December 19, 2019, to consider increasing the amount of the incentive, particularly given that the incentive amount would still fall within the 10% of total project value precedent set by previous projects. The EDAC unanimously recommended increasing the amount of the incentive package to \$120,000. As with the recommendation approved on November 26, these funds would not be expended until completion of the project and would be contingent upon the property being annexed into the City limits and a total project value of at least \$1.2 million.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 15, 2020. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



HUMAN RESOURCES

201 West 4th Street • Pittsburg KS 66762

(620) 2314100

www.pittks.org

To: Daron Hall, City Manager

From: Michelle Ducre, Director Human Resources

Date: January 9, 2020

Re: January 14, 2020 Agenda Item

Human Relations Commission Advisory Board Appointments

The City received eight applications for seven open positions on the Human Relations Commission. Applicants are as follows:

- Heather Docherty Business Owner/Event Planner, Carbon Creek Events & Venue
- Amber Hames Graduate Assistant/Group Visit Coordinator, Pittsburg State University
- Carol Hammerbacher Real Estate Agent, Sunflower Real Estate
- Chad McCubbin Owner, Blow N Smoke BBQ & Catering/Substitute Teacher
- Dan Rodabaugh Semi-Retired – Ranching/Real Estate/ Retired Reserve Road Deputy
- Xavier Sheehy Production Lead, Eagle Picher Technologies
- Dr. Walter Simpson Para Educator, USD 250; Bishop/Pastor, Lighthouse Temple Ministries
- Ali Smith Match Support Specialist, Kansas Big Brothers Big Sisters

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 14, 2020. Action being requested is appointment of seven of these applicants to a three-year term on the Human Relations Committee to expire December 31, 2023.



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NOV 26 2019

Pittsburg City Clerk

Human Relations Commission

APPLICATION FOR APPOINTMENT

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

Name: Heather Docherty

Home Address: 416 E 9th St, Pittsburg KS 66762

Mailing Address: same as home

Occupation: Self-employed, business owner and event planner.

Business Address: 981 S 190th St, Pittsburg KS 66762

Home Telephone: (620) 875-9669

Business Telephone: (620) 231-4359

E-mail: hbell12@gmail.com

Are you a resident of Pittsburg? yes If yes, how long have you lived in Pittsburg: 1 yr, 5 mos

Current occupation (within last 12 months): same as above

Business interest in the last 12 months: Carbon Creek Events & Venue, a wedding and event
venue offering on- and off-site wedding and event planning.

Previous Committee/Commission Experience: Event Committee member for Pittsburg Area
Young Professionals for the last three years and incoming committee chairperson for 2020.

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

Professional and/or community service activities: Member and volunteer with Pittsburg Area

Young Professionals. Member of Q-Space, a group for LGBTQ+ community members and allies.

Frequently donate goods or services, personally and professionally, to non-profits serving Pittsburg.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: Service to others was a quality instilled in me as a child. While I

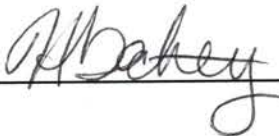
did not grow up in Southeast Kansas, I have grown to love my adopted community and want

to help improve it however I am able. The Human Relations Commission seems to have been

without members in recent years and I would like to help contribute to my community in this way.

The Human Relations Commission meets on a minimum of a quarterly basis at a time and place determined by the members of the Human Relations Commission. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the December 10th, 2019, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Human Relations Commission will be made by the City Commission during this meeting.**

Signature of Applicant: 

Date: 11-26-19

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before November 26th, 2019, to:

City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762

Heather Docherty

Business Owner and Event Planner

CONTACT

📍 416 E 9th St
Pittsburg KS 66762
☎ (620) 875-9669
✉ hbell12@gmail.com

PROFESSIONAL STATEMENT

In 2016, my husband and I bought a business and transformed it from a part-time hobby to a full-time venture in less than two years. I grew our business by providing uncompromising customer service and adding products or services lacking in the local wedding and event industry. I also joined the Events Committee for the Pittsburg Area Young Professionals group in 2017 and have served every year since. In 2020 I will serve as the committee's chairperson.

EDUCATION

Diploma - Holton High School
1999-2003

San Antonio Community College
2008

University of Nebraska
2009

Wedding Planner Certificate -
Association of Bridal Consultants
2017-2018

WORK EXPERIENCE

Owner & Event Planner - Carbon Creek Events & Venue

January 1, 2016 to Present

Market venue and decor rental or planning services to potential clients. Assist current clients in planning and organize their events. Coordinate events on-site and plan, decorate, or coordinate off-site events. Manage accounts payable and receivable. Create ad images and copy. Manage inventory of all consumables and decor rentals. Maintain all legal licenses and requirements.

Optometric Technician - Kannarr Eyecare

February 2018 to November 2019

Completed patient testing, charted health histories, scheduled patients, assist with eyeglass frame selection and fitting, trained new contact lens wearers on proper handling and care.

Medical Receptionist - Via Christi General Surgery Clinic

August 2015 to October 2016

Maintained clinic schedule and assisted nurse with scheduling surgeries and communicating with surgical staff. Submitted doctor's clinic and hospital charges to electronic claims clearinghouse. Assisted clearinghouse staff with billing errors or corrections. Communicated with referring providers regarding outcome of patient consultations, recommended course of treatment, and test or imaging results.

Doctor's Assistant - Dotson Eyecare

November 2012 to July 2015

Performed patient testing, took complete health histories, sent new prescriptions to pharmacies and processed refill requests. Fit and adjusted spectacles, trained patients on soft contact lens care. Input insurance claim payments and fixed submission errors. Processed accounts payable and prepared bank deposit.

SKILLS

+PROFESSIONAL

CREATIVE
INNOVATIVE
DETAIL-ORIENTED
FLEXIBLE
DEPENDABLE
DIGITAL & EVENT DESIGN
SELF-MOTIVATED
COMMUNICATES WELL
DIVERSE ABILITIES
QUICK & EFFICIENT



RECEIVED

NOV 27 2019

City of Pittsburg
Dept. of Finance

Human Relations Commission

APPLICATION FOR APPOINTMENT

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

Name: Amber Hames
Home Address: 1910 S. Rouse #210 Pittsburg KS 66762
Mailing Address: 1910 S. Rouse Apt. #210 Pittsburg KS 66762
Occupation: Graduate Assistant
Business Address: 1701 S Broadway Pittsburg KS 66762
Home Telephone: 620-687-4026
Business Telephone: 620-235-4250
E-mail: akhames@gus.pittstate.edu
Are you a resident of Pittsburg? yes If yes, how long have you lived in Pittsburg: 1 year
Current occupation (within last 12 months): Graduate Assistant
Business interest in the last 12 months: N/A

Previous Committee/Commission Experience: N/A

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

RECEIVED
Professional and/or community service activities:

Student Government
Association, Pittsburg State University
Spring 2019 - Current, Q-Space Vice chair

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

Pittsburg has become my
home, and I want to help make it a more
inclusive, welcoming place.

The Human Relations Commission meets on a minimum of a quarterly basis at a time and place determined by the members of the Human Relations Commission. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the December 10th, 2019, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Human Relations Commission will be made by the City Commission during this meeting.**

Signature of Applicant:

Amber Hames

Date:

11/27/2019

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before November 26th, 2019, to:

City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762

Amber K. Hames

Administrative Associate &
Human Resources

1910 S Rouse St Apt. #210
Pittsburg, KS 66762
(620) 687-4026
akhames@gus.pittstate.edu
linkedin.com/in/amberkayhames

Skills

Microsoft Office | Word, Excel,
Powerpoint, & Access

HRIS | Kronos & Oracle

Communication | Public Speaking,
Telephone, & Email

Typing | 60 WPM

Recordkeeping | Personnel, Payroll,
Financial, & Safety

Training | Development &
Implementation

Certifications

Adult First Aid/CPR | Expires Sept.
2019

OSHA 10-Hour Card | General
Industry

NSLS Leadership Training |
Presidential Status

Honors

Summa Cum Laude | December 2016

Outstanding Research Award | May 2016

Phi Kappa Phi | May 2016

Relevant Coursework

Organizational Development and Change
Fall 2018 | 4.0 | Pittsburg State University

Personnel Development
Fall 2015 | 4.0 | Pittsburg State University

Legal and Social Environment of Business
Fall 2015 | 4.0 | Pittsburg State University

Education

Human Resource Development

Pittsburg State University | *Master of Science*
Fall 2018- Summer 2020 | GPA 4.0

Psychology | Human Resource Development

Pittsburg State University | *Bachelor of Science*
Fall 2014- Fall 2016 | GPA 3.98

Work Experience

Pittsburg State University | Pittsburg, KS

Fall 2018 - Fall 2019 (Current)

Graduate Assistant | Group Visit Coordinator

- Schedule, coordinate, & implement all aspects of group visits with school counselors
- Develop counselor contacts
- Coordinate Student worker schedules
- Present admission information to groups
- Compile & submit Campus Visit Reports

Preferred Family Healthcare | Nevada, MO

August 2017 - October 2018

Administrative Assistant

- Prepared client & personnel files
- Created, reviewed, & submitted invoices
- Prepared billing statements
- Conducted screenings & reference checks
- Completed new hire onboarding activities
- Acted as Health and Safety Officer

Vocational Specialist

- Arranged work samples & job shadows
- Developed employer contacts
- Provided support during orientation & training
- Identified necessary accommodations
- Conducted job site analyses

Hallmark Cards | Nevada, MO Area

December 2016 - August 2017

Retail Merchandiser

- Ordered, audited, & maintained inventories
- Communicated with store management
- Assisted with onboarding & training activities



RECEIVED

DEC 30 2019

City of Pittsburg
Dept. of Finance

Human Relations Commission

APPLICATION FOR APPOINTMENT

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

Name: Carol A. Hammerbacher

Home Address: 405 W. Euclid St.

Mailing Address: Same

Occupation: Retired

Business Address: _____

Home Telephone: 620-231-8991

Business Telephone: —

E-mail: —

Are you a resident of Pittsburg? X If yes, how long have you lived in Pittsburg: 20 yrs

Current occupation (within last 12 months): Licensed R.E. at "Sun Flower Real Estate"

Business interest in the last 12 months: Real Estate

Previous Committee/Commission Experience: High School Board Eureka Calif 197

Education Committee Board of Realtors, own &

operate Her Majesty's Beauty Salon, own & operated
Insight Real Estate in California

Education/Experience: A resume may be attached containing this and any other information

that would be helpful in evaluating your application. High School, "Business

Class" at College of the Redwoods, Cosmetology

at "Pittsburg State College", Licensed in Kansas & Calif.

Real Estate Brokers & Salesman's Licensed, Kansas Calif.

Professional and/or community service activities: Vice president Pittsburg

Board of Realtors, & Educating Committee, Co president for
PACCA (Art) in Pittsburg, School Board Eureka Calif

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: Much has been given to me, I would

like to give back to my community & compassion, respect
& honesty are important to maintain & appreciate
how diverse we are.

The Human Relations Commission meets on a minimum of a quarterly basis at a time and place determined by the members of the Human Relations Commission. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the December 10th, 2019, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Human Relations Commission will be made by the City Commission during this meeting.**

Signature of Applicant: Carol G. Hammerbacher

Date: Dec 30 2019

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before November 26th, 2019, to:

City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762



Human Relations Commission

APPLICATION FOR APPOINTMENT

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

RECEIVED
JAN 07 2020
City of Pittsburg
Dept of Finance

Name: Chad McCubbin

Home Address: 704 Turner Rd Pittsburg KS 66762

Mailing Address: _____

Occupation: Owner - Blow N Smoke BBQ + Catering / substitute teacher

Business Address: _____

Home Telephone: (816) 738-1501

Business Telephone: _____

E-mail: mccubbinc@icloud.com

Are you a resident of Pittsburg? Yes If yes, how long have you lived in Pittsburg: 14 years

Current occupation (within last 12 months): Caterer / Substitute Teacher

Business interest in the last 12 months: Blow N Smoke BBQ

Previous Committee/Commission Experience: 2019 Commissioner Candidate

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

Bachelors of Arts - English Pittsburg State University

Leadership Certificate PIKE University

Professional and/or community service activities: _____


Senior Deacon - Marvin A. Armstrong Lodge #187

Sergeant at Arms - Widows Sons MRA

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: This committee has been neglected in the past. It is arguably the most crucial committee for the safety of our citizens and I believe I can show it the attention and consideration that it needs and deserves.

The Human Relations Commission meets on a minimum of a quarterly basis at a time and place determined by the members of the Human Relations Commission. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the December 10th, 2019, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Human Relations Commission will be made by the City Commission during this meeting.**

Signature of Applicant:  _____

Date: 1/7/20

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before November 26th, 2019, to:

City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762

Human Relations Commission

APPLICATION FOR APPOINTMENT

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

Name: Dan Rodabaugh

Home Address: 594 E. Hwy. 400 Weir Ks. 66781

Mailing Address: "911 Address" Pittsburg, Ks.

Occupation: semi Retired -

Business Address: _____

Home Telephone: 620-232-9341 (Cell 620-249-0209)

Business Telephone: _____

E-mail: prodabaugh@hotmail.com

Are you a resident of Pittsburg? NO If yes, ^{Have lived in Pittsburg most of life.} how long have you lived in Pittsburg: _____

Current occupation (within last 12 months): Ranch / Real Estate

Business interest in the last 12 months: _____

Previous Committee/Commission Experience: None in City except, Chamber of Commerce, Board member of Vic Medical Clinic & one Bank Board. Held various positions on Church boards.

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. B.S. in Pitt. State,

Medical Technology Ass. of America Society of Medical Pathologists
Retired State Farm Insurance, also involved in Real Estate & Banking.

Professional and/or community service activities: See Above

I did serve 19 yrs. in the Crawford Co. Sheriff Dept.
As a Reserve Road deputy.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: Have always felt I needed to give back

to my community. Contribute to the commission by
having a large general amount of experience in various
areas. Have dealt with a lot of diversity in the general
population & good results. Having the ability to bring resolution to most

The Human Relations Commission meets on a minimum of a quarterly basis at a time and place determined by the members of the Human Relations Commission. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the December 10th, 2019, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Human Relations Commission will be made by the City Commission during this meeting.**

Signature of Applicant: 

Date: 12/28/19

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before November 26th, 2019, to:

City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762



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NOV 26 2019

Pittsburg City Clerk

Human Relations Commission

APPLICATION FOR APPOINTMENT

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

Name: Xavier Sheehy

Home Address: 616 E. Jackson St. Pittsburg KS

Mailing Address: _____

Occupation: Production Lead EnglePaper technologies

Business Address: 2919 Rotary Terrace Pittsburg KS 66762

Home Telephone: 620-687-4785

Business Telephone: _____

E-mail: xsheehy@gmail.com

Are you a resident of Pittsburg? Yes If yes, how long have you lived in Pittsburg: 4

Current occupation (within last 12 months): Production Lead

Business interest in the last 12 months: _____

Previous Committee/Commission Experience: Event Committee PAYP, membership committee PAYP

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. President of Pre Med club & Advancement Ambassadors PSH. BA in Psychology & BS in Biology PSH

Professional and/or community service activities: PATP volunteer opportunities

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: I have a large interest Human Relations

through my psychology degree & believe I could bring a new point of view to many different things in pittsburg.

The Human Relations Commission meets on a minimum of a quarterly basis at a time and place determined by the members of the Human Relations Commission. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the December 10th, 2019, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Human Relations Commission will be made by the City Commission during this meeting.**

Signature of Applicant: Kari Guffy

Date: 11/26/19

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before November 26th, 2019, to:

City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762



RECEIVED

DEC 31 2019

City of Pittsburg
Dept. of Finance

Human Relations Commission

APPLICATION FOR APPOINTMENT

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

Name: Walter Simpson
Home Address: 201 W. Eleventh Street, Pittsburg, Ks. 66762
Mailing Address: 201 W. Eleventh Street Pittsburg, Ks
Occupation: Pastor + Para USD 250 Pittsburg
Business Address: 202 W. 9th 1928 E. 4th St
Home Telephone: (620) 249-8165
Business Telephone: (620) 235-3201
E-mail: Simpsonwaltern@yahoo.com
Are you a resident of Pittsburg? Yes If yes, how long have you lived in Pittsburg: 1 1/2 years
Current occupation (within last 12 months): Para Educator USD 250 Pittsburg
Bishop + Pastor Lighthouse Temple Ministries - Pittsburg, Ks.
Business interest in the last 12 months: Lighthouse Temple Ministries - 37 years

Previous Committee/Commission Experience: Human Rights Committee - 4 yrs
Independence, Kansas; USD 446 School Board - 7 yrs; KASB - 2 yrs
Champion for Newallah Band Competition; Independence, Kansas
currently serving as lead Bishop for Pentecostal Churches Independent.
Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. Doctorate of Divinity - 1986
1 1/2 yrs Independence Community College, Ks KASB 2 yrs; loved working as
a liaison between teachers and school district.

Professional and/or community service activities: Committee to build Police & Fire Departments, also working c Ministerial Alliance of Pittsburg.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: I feel my knowledge gained on other committees in Independence, Kansas are valuable for helping build this community, want to be involved in bringing this community together for all people of Pittsburg.

The Human Relations Commission meets on a minimum of a quarterly basis at a time and place determined by the members of the Human Relations Commission. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the December 10th, 2019, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Human Relations Commission will be made by the City Commission during this meeting.**

Signature of Applicant: Walter N. Simpson

Date: December 30, 2019

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before November 26th, 2019, to:

City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762



RECEIVED

DEC 02 2019

Pittsburg City Clerk

Human Relations Commission

APPLICATION FOR APPOINTMENT

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

Name: Ali Smith

Home Address: 402 Suncrest Dr. Pittsburg, KS 66762

Mailing Address: 402 Suncrest Dr. Pittsburg, KS 66762

Occupation: Match Support Specialist, Kansas Big Brothers Big Sisters

Business Address: _____

Home Telephone: 918-284-3378

Business Telephone: _____

E-mail: alisonleasmith@gmail.com

Are you a resident of Pittsburg? Yes If yes, how long have you lived in Pittsburg: Since 2010

Current occupation (within last 12 months): Formerly Prevention Education Specialist at Safehouse Crisis Center

Business interest in the last 12 months: _____

Previous Committee/Commission Experience: Member, Pittsburg Sexual Assault Response

Team 2017 - 2019; Chair, Pittsburg Sexual Assault Awareness Planning Committee 2019;

Chair, Pittsburg Domestic Violence Awareness Planning Committee 2019

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

B.S. Communication, Pittsburg State University 2015

M.A. Communication, Pittsburg State University 2016

Professional and/or community service activities: Founder/Chair, Q Space 2018 - Present
Member, Pittsburg Area Young Professionals 2017 - Present

Volunteer, Crawford County Youth Leadership 2018 - 2019 - See resume for more.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: Please see attached essay.

The Human Relations Commission meets on a minimum of a quarterly basis at a time and place determined by the members of the Human Relations Commission. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the December 10th, 2019, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Human Relations Commission will be made by the City Commission during this meeting.**

Signature of Applicant: Alv Smith

Date: 11/26/19

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before November 26th, 2019, to:

City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762

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

My name is Ali Smith and I am a citizen of Pittsburg, Kansas wishing to serve on the Human Relations Commission. Since moving here in 2010 to work on my Bachelor's degree at Pittsburg State University, I have since made Pittsburg my home with my spouse. I want this city to be a place where other PSU students feel that they can do the same in an environment where they can live, work, and receive any accommodations that they may need without harassment, discrimination, or retaliation.

In 2018 I knew Pittsburg was missing something, so I began speaking with others about founding a community of support for lesbian, gay, bisexual, transgender, queer, questioning, intersex, non-binary, asexual, and pansexual people in Pittsburg and Southeast Kansas. The first Q Space meeting was held in January 2019 and the organization has since become a not-for-profit in the state of Kansas. The mission of Q Space is to create a safe and welcoming environment for LGBTQIAP+ people, facilitate community activism, and educate community members about gender, romantic, and sexuality minorities.

I hope by being a part of the Pittsburg Human Relations Commission that I can help create a safe community for everyone.

Ali Smith



ALI SMITH

Communication Specialist

PERSONAL SUMMARY

I am a communication specialist with a background in intimate partner and sexual violence prevention working with at-risk youth and matching them with adult mentors in the community.

PROFESSIONAL SKILLS

Adept in: Microsoft Word, Microsoft PowerPoint, Microsoft Excel, Canva, Osium. Personal Skills: Organized, Self-Starter, Public Speaker, Writer, Event Planner, and Media Outreach and Relations.

COMMUNITY INVOLVEMENT

- Founder/Chair, Q Space
- Member, Pittsburg Area Young Professionals
- Board Member/Public Relations Chair, Kansas Organization for Victim Assistance
- Member, Southeast Kansas National Organization for Women
- Volunteer, Crawford County Youth Leadership
- Secretary, Crawford County Community Coalition

CONTACT INFORMATION:

Mobile: 918-284-3378
 Email: alisonleasmith@gmail.com
 LinkedIn: @alisonleasmith
 402 Suncrest Drive
 Pittsburg, Kansas 66762
 Pronouns: She/Her/Hers



CAREER HISTORY

Kansas Big Brothers Big Sisters

Match Support Specialist November 2019 - Present

- Provide case management services to the volunteers and children matched in one-to-one mentoring relationships
- Ensure child safety, promote positive impacts for youth, and foster a constructive and satisfying relationship between children and volunteers.

Safehouse Crisis Center Inc.

Prevention Education Specialist May 2018 - November 2019

- Educated the Southeast Kansas community on the prevention of sexual violence, domestic violence, dating violence, stalking, and human trafficking through educational programming, training, and events
- Developed positive working relationships with community members, agencies, coalitions, and community groups
- Planned and implemented 163 outreach events, community presentations, and professional trainings reaching 4697 individuals from July 2018 - June 2019.

Safehouse Crisis Center Inc.

Campus Victim Advocate July 2016 - May 2018

- Provided direct support, safety planning, and crisis intervention services for 277 victims and survivors of sexual assault, dating violence, and stalking on the Pittsburg State University campus
- Coordinated and designed the delivery of over 221 prevention education and awareness programs related to dating violence, sexual assault, and stalking to over 9,197 students, faculty, staff, professionals, and survivors.
- Trained, advised, and supported the student peer education group, Students for Violence Prevention



EDUCATIONAL HISTORY

Pittsburg State University

Master of Arts in Communication, July 2016

- Graduated with a cumulative GPA of 4.0
- Communication Departmental Honors
- Member, Graduate Student Advisory Council
- Advisor, Students for Violence Prevention

Pittsburg State University

Bachelor of Science, Communication, Public Relations Emphasis May 2015

- Outstanding Student in Public Relations
- Peer Educator, PSU Gorillas in Your Midst
- Peer Educator, PSU Students for Violence Prevention
- Bilateral Exchange Student, University of Jyväskylä, Finland
- PSU Theater Public Relations/Advertising Manager



NOTABLE ACHIEVEMENTS

- Certified GLSEN Facilitator, GLSEN Kansas
- Amazing Alumni Award, Students for Violence Prevention
- Credentialed Advocate, National Advocate Credentialing Program
- Kansas Academy for Victim Assistance Graduate, Governor's Grants Program
- Outstanding Peer Education Alumni, BACCHUS Initiatives of NASPA IV-W
- Outstanding Program, BACCHUS Initiatives of NASPA
- Collaboration of the Year, Pittsburg State University
- Outstanding Program, BACCHUS Initiatives of NASPA IV-W
- Outstanding Advisor, BACCHUS Initiatives of NASPA IV-W
- Outstanding Program, BACCHUS Initiatives of NASPA IV-W
- Program of the Year, Kansas Coalition Against Sexual & Domestic Violence
- Outstanding Program, BACCHUS Initiatives of NASPA



INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager

From: Kim Vogel, Director of Parks and Recreation

CC: Tammy Nagel, City Clerk

Date: January 8, 2020

Subject: January 14, 2020 City Commission Meeting Agenda Item
Schlanger Park Splashpad Project Document Execution

City staff, and members of the Everybody Plays Committee, are requesting that the City of Pittsburg enter into a Project Agreement with the State of Kansas Department of Wildlife, Parks and Tourism for the construction of a new splashpad at Schlanger Park.

Estimated project cost is three hundred eight thousand and two hundred dollars (\$308,200) with 50% being reimbursed through the Land and Water Conservation Fund (LWCF), 37% paid through Everybody Plays funding held at the Community Foundation of Southeast Kansas and the remaining 13% from in kind work and equipment from the City of Pittsburg and local contractors. The City will serve as the administrative and financial pass through for the project.

In this regard would you please place an item on the January 14, 2020 City Commission Agenda. Action necessary is to approve or disapprove the National Park Service LWCF project and, if approved, authorize the Mayor to sign the supporting documents.

If you have any questions regarding this item please do not hesitate to contact me.

Operations Office
512 SE 25th Ave.
Pratt, KS 67124-8174



Phone: (620) 672-5911
Fax: (620) 672-2972
www.ksoutdoors.com

Brad Loveless, Secretary

Laura Kelly, Governor

January 3, 2020

Kim Vogel
PO BOX 688
710 W 9th
Pittsburg, KS 66762

RE: NPS Project No. 20-00791 City of Pittsburg – Schlanger Park Splashpad

Dear Ms. Vogel,

Please consider this official notice of the approval of National Park Service LWCF project number 20-00791 at Lincoln Park. The approved action allows \$154,100.00 of funding for the City of Pittsburg to construct a new splash pad. Project funding will be available through December 31, 2022.

Due to the nature of the Land and Water Conservation Fund program, the park facility must remain opened to the public for outdoor recreation in perpetuity. Enclose are two copies of the Project Agreement for the above referenced LWCF project. Please have the appropriate official sign both copies and return them to our office. A fully executed copy will be returned to your office. Two additional forms, Boycott of Israel Certification and the Sexual Harassment, Discrimination and Retaliation Agreement, are enclosed to be signed and returned to our office with the agreements. These documents must be signed and returned before any reimbursement will be allowed. To apply for reimbursement after work has been completed and paid for you need to:

1. Make copies of all invoices paid on the project and send them to our office. You will only be reimbursed for approved invoices that you have already paid. These invoices should coincide with the project scope you originally submitted. Reimbursement information and forms can be sent upon request.
2. Keep accurate records of all "in-kind" labor or donations that you will be using for the overall project.
3. Keep copies of all documents for your records.

If you should have any questions please contact me at 620-672-0740.

Sincerely,

Kati Westerhaus
LWCF Grant Coordinator
KDWPT State Parks Division
Email: kati.westerhaus@ks.gov

**KANSAS DEPARTMENT OF WILDLIFE, PARKS AND TOURISM
LAND AND WATER CONSERVATION FUND PROGRAM**

COUNTY: Crawford
PROJECT NO.: 20-00791

PROJECT AGREEMENT

NAME OF PARTICIPATING AGENCY: City of Pittsburg
ADDRESS: 710 W 9th, PO Box 688 Pittsburg, KS 66762
PROJECT TITLE: Schlanger Park Splashpad
PROJECT PERIOD: January 2, 2020 through March 31, 2023
PROJECT SCOPE: (Description of Project)

The proposed project would provide assistance to the City of Pittsburg for the removal of current drain and fill pool and construct a new splashpad in it's place.

PROJECT SEGMENT COVERED BY THIS AGREEMENT:

PROJECT COST:

Total Cost	\$	<u>308,200.00</u>	
Fund (LWCF) amount not to exceed	50%		
Fund (LWCF) Amount	\$	<u>154,100.00</u>	50%
Cost of this Segment	\$	<u>308,200.00</u>	
Assistance this Segment	\$	<u>154,100.00</u>	

ATTACHMENTS:

1. General Provisions
(Dated:) December 2015

Project Agreement (Cont.)

The State of Kansas and the local agency named on the previous page, mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964) as amended, with the general provisions attached hereto and made a part hereof, and with the approved project proposal including attachments and any amendment thereto which have been or will be submitted for this project.

The State hereby promises, pending the execution of this agreement by the above named political subdivision, to take the necessary steps and action and to attempt to enter an agreement and any necessary amendments to obtain federal cost-sharing for that portion of the project cost referred to on the reverse side as "Fund Amount," to accept such funds from the United States and disburse the same to reimburse the local agency that portion of the total project cost that is the United States' share. It is understood by the parties hereto that this agreement shall not obligate State of Kansas funds for the project costs described herein, to execute the project or project segment described on the reverse side in accordance with the terms of the agreement. It is further understood that incurred costs will not be reimbursed without written approval that such federal funds have been encumbered.

The following special project terms and conditions were added to this agreement before the parties signed it hereto:

A final billing for reimbursement shall be submitted to the State not later than 90 days following the expiration of the project period. Failure to do so shall, at the discretion of the State, be cause for termination of the project with no further reimbursement of funds.

The grantee shall comply with 43 CFR Part 12, Subpart B -Audit Requirements for State and Local Governments.

STATE OF KANSAS

LOCAL AGENCY

By: _____
Linda Lanterman, Director of State Parks
Kansas Department of Wildlife, Parks and Tourism

By: _____
Signature

Name & Title

Date

<p style="text-align: center;">KANSAS DEPARTMENT OF WILDLIFE, PARKS AND TOURISM LAND & WATER CONSERVATION FUND</p>
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DEVELOPMENT PROJECTS - PERFORMANCE & ADMINISTRATION

Arrangements with Participant. It is the responsibility of the State to make arrangements with other public agencies suitable and adequate to insure successful performance of projects and to enable the continued operation and maintenance of aided facilities and properties for public outdoor recreational use. States shall assure that Participants comply with the terms of the project agreement, the provisions of the National Park Service (NPS), and all relevant laws, rules and regulations. States shall be responsible for the actions of Participants relating to the execution of projects.

PROJECT PERFORMANCE

Unless approved in advance, these items shall be submitted by the local agency to the State for processing. All items requiring NPS approval shall be sent to the State for further submittal.

1. Performance of Construction by Contract. When the total value of construction work to be performed by a contract exceeds \$25,000, the following requirements shall apply with respect to performance of the work:
 - A. Bids and Awards. Competitive open bidding shall be required, unless the NPS waives the requirement. When the Participant considers the lowest bidder unqualified, incapable or not responsible, the next lowest bidder may be approved. Justification for acceptance of a no-bid contract or awarding of contracts to other than the lowest bidder shall be subject to the approval of the NPS. All items requiring NPS approval should be submitted to the State for NPS submittal.
 - B. Change Orders. The organization involved shall issue written change orders to the contract for all necessary changes to the facility. Any change which alters the nature or purpose of the facility must be approved by the Director, NPS. Such change orders shall be filed and preserved after the completion of the project. Change orders should be made part of the project file and kept for audits.
 - C. Information to be Given Bidders Concerning Federal Funds. The Participant or State shall inform bidders that federal funds are being used to assist in construction. It is preferable to include this information in notices released prior to the issuance of bid invitations.
 - D. Acceptance of the Contract Work. The Participant or State has full responsibility for determining that the recreation facility is complete and ready for acceptance.
2. Compliance With State and Local Laws. Construction must comply with those State and Local laws, the violation of which may endanger the completion or utilization of the facilities. Any penalties assessed for noncompliance cannot be matched with federal funds.
3. Compliance With Federal Laws. The organization involved, and contractors shall comply with all Federal laws pertaining directly and indirectly to the proposed construction, including Executive Order 10925, as amended by the Executive Order 11114, which prohibits discrimination in employment.

ACCOUNTS & RECORDS

1. Financial Responsibility. The State shall be responsible for the financial management of accepted projects. Appropriate internal controls must, therefore, be adopted and installed to insure that the project is accomplished in the most efficient and economical manner.
2. Accounting For Funds Received. The State shall provide such fund accounting procedures as may be necessary to assure proper disbursement and accounting for Fund monies paid to the State pursuant to the Act. The accounting procedure should be based on generally-accepted accounting standards and principles and generally meet the following minimum requirements, unless the Director, NPS agrees to exceptions:

- A. Establishment of separate accounts and supporting documents for each project. Each project account should be identified by the number assigned to the property by the NPS (i.e. 20-00600).
- B. Identification of all receipts in sufficient detail to show the source of such receipts.
- C. Itemization of all supporting records to project expenditures in sufficient detail to show the exact nature of each expenditure.
- D. Cross-referencing to each expenditure with the supporting purchase order, contract, voucher, bill, etc. These supporting documents should contain the signature of the official authorized to approve such expenditures.
- E. Maintenance of adequate records, approved by the appropriate official, to show that all salaries and wages charged against projects are authorized.
- F. Maintenance of detailed payroll vouchers (names/gross amounts) for salaries/wages.
- G. Identification of invoices/vouchers charged to project number, account number date, and expense classification.
- H. When payment is by check, the canceled check should be identified and filed, when by cash, they must be supported by receipts.
- I. Establishment of adequate internal systems of financial control following generally-accepted accounting and auditing principles.

The State shall require political subdivisions of public agencies, to which federal funds have been transferred, to provide similar accounting procedures as are required of the State by the NPS.

3. Record Retention. The financial records, including all documents to support entries on the accounting records and to substantiate charges for each project, must be kept readily available for examination by duly-authorized representatives of the NPS, the Department of Interior, and the General Accounting Office. All such records shall be retained and available for inspection.

PROJECT BILLING & DOCUMENTATION

Project billings shall be submitted to the State on the following basis unless approved in advance:

1. Up to \$10,000 total project cost - one billing.
2. Up to \$50,000 total project cost - no more than two billings.
3. Up to \$150,000 total project cost - no more than three billings.
4. Over \$150,000 total project cost - no more than four billings.
5. Contract land purchases - one billing.

In addition the following information is required for reimbursement:

1. Each development project billing shall include all expenditures for items with a cost of \$25,000 or less (i.e. - 100 percent item completion).
2. Submit one copy of all supporting documentation.
 - a. The exact nature of each expenditure.
 - b. The date the expense was incurred.
 - c. Evidence that the expense is chargeable to the project, copy of advertisement for bids and bid spread sheet or minutes of bid letting meeting.
 - d. Evidence that the expense has been paid, photocopies of cancelled checks.
 - e. Statement that there will be no request for sales tax refund made. Deduct any sales tax paid from total expenses.
3. Submit the attached claim voucher; signed, dated, include your federal ID number and the amount to be reimbursed.
4. Submit photos of the completed project and a legal description of the park property.

Realizing that accounting procedures and methods of paying claims varies from agency to agency, the Department realizes that photocopies may be sent in instead of original bills, invoices and/or estimates.

Any State sales tax refund received must be deducted from the total project costs.

Income that accrues to a fund-assisted area during the project period from sources other than the intended recreational use must also be deducted from the total project cost. Examples include sale or rental of buildings, sale of timber, gravel, etc.,

rental of land, and agricultural income to participant. After project period, all income should be used to further the development of the project.

FAILURE TO SUBMIT THE NECESSARY DOCUMENTATION WILL UNNECESSARILY DELAY THE ISSUANCE OF A REIMBURSEMENT WARRANT.

NOTICE

It is essential that the project be developed in conformance with the project proposal submitted and the project agreement. This is particularly true regarding the number of facilities to be constructed or installed. The Department and the NPS must approve any significant change in location or number of facilities before work can begin.

ANY DEVIATION FROM THESE INSTRUCTIONS MAY JEOPARDIZE YOUR FEDERAL ASSISTANCE ON SOME PORTION OF YOUR PROJECTS.

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature and Date

Printed Name

**CERTIFICATION INDIVIDUAL OR COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF ISRAEL**

In accordance with HB 2409, 2017 Legislative Session, the State of Kansas shall not enter into a contract with any Individual or Company to acquire or dispose of services, supplies, information technology or construction, unless such Individual or Company submits a written certification that such Individual or Company is not currently engaged in a boycott of Israel.

As an Individual or Contractor entering into a contract with the State of Kansas, it is hereby certified that the Individual or Company listed below is not currently engaged in a boycott of Israel.

Signature, Title of Contractor

Date

Printed

Name of Company

**ATTACHMENT A –
LWCF GENERAL PROVISIONS**

Part I – Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 69 (October 1, 2008).
- D. The term "project" as used herein means a Land and Water Conservation Fund grant, which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the general, special, and LWCF provisions outlined in this award agreement and that it will further impose these provisions, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project

boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his/her designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described and shown in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the project agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and

Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Article XVII.A.2 of the Grant Agreement to which these terms are attached.
2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
3. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
4. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
5. In the event the project covered by the project agreement, cannot be completed in accordance

with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee in accord with Section C below.

6. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
7. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
8. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement of water pollution, and EO 11990 relating to the protection of wetlands.
9. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or

recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the project agreement has been completed by the end of the project's period of performance.
2. Within 90 calendar days after completing the project or following the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as outlined in Article XIV of this Agreement for approval by the Service prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable reimbursable costs. Upon completion of an electronic payment, the State will submit a completed "LWCF Record of Electronic Payment" form to the NPS.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager

From: Kim Vogel, Director of Parks and Recreation
Brad Stroud, Executive Director of Live Well Crawford County

CC: Tammy Nagel, City Clerk

Date: January 8, 2020

Subject: January 14, 2020 City Commission Meeting Agenda Item
MOU - Live Well Crawford County – North Medical District Trail

City staff, along with the Active Transportation Advisory Board, are requesting that the City of Pittsburg enter into a Memorandum of Understanding with Live Well Crawford County (LWCC) to utilize one-hundred thousand dollars (\$100,000) of the Pathways to a Healthy Kansas grant funding to improve infrastructure for active transportation to the North Medical District.

In this regard would you please place an item on the January 14, 2020 City Commission Agenda. Action necessary is to approve or disapprove the MOU and, if approved, authorize the Mayor to sign the supporting documents.

If you have any questions regarding this item please do not hesitate to contact me.

LIVE WELL CRAWFORD COUNTY/CITY OF PITTSBURG

MEMORANDUM OF UNDERSTANDING

RESIDENT/COMMUNITY WELL-BEING

This Memorandum of Understanding is made this 14th day of January, 2020, between Live Well Crawford County (hereinafter “LWCC”), and the City of Pittsburg, Kansas (hereinafter the “City”). The Parties to this Memorandum of Understanding, in consideration of the mutual covenants and stipulations set forth herein, agree to as follows:

WHEREAS, LWCC agreed to transfer to the City one-hundred thousand dollars (\$100,000) from their BlueCross and BlueShield of Kansas Pathways to a Healthy Kansas grant funding and the City agreed to improve infrastructure for active transportation to the North Medical District; and

WHEREAS, on July 9, 2019 the Pittsburg City Commission adopted Resolution No. 1223 adopting the “Sidewalk Feasibility Study North Medical District”; and

WHEREAS, City staff and the Active Transportation Advisory Board will recommend the route and propose the use of the \$100,000 towards implementation of the project to the City Commission; and

NOW THEREFORE, the parties agree to cooperate with each other as follows:

1. **Purpose of the Project.** LWCC shall transfer one-hundred thousand dollars (\$100,000) to the City of Pittsburg to be utilized solely for infrastructure enhancements for active transportation to the North Medical District.
2. **Term and Effective Date.** This Memorandum of Understanding will begin on and be effective January 14, 2020. Beginning on this date, the Memorandum of Understanding will endure as long as the infrastructure is in place.
3. **Construction Responsibilities.** The City shall be solely responsible for all construction decisions and costs for the infrastructure.
4. **Maintenance.** The City shall be responsible for the long-term maintenance and upkeep of the infrastructure.

5. **Notices.** All notices, demands or requests shall be given as follows:

To the City: City of Pittsburg
 Office of the City Manager
 PO Box 688
 Pittsburg, KS 66762

To LWCC: Live Well Crawford County
 Brad Stroud
 410 E. Atkinson
 Pittsburg, KS 66762

6. **Entire Agreement.** This Memorandum of Understanding embodies the entire Agreement between the parties. There are no promises, terms, conditions or obligations other than those contained in this Memorandum of Understanding, and this document supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

7. **Amendments.** Any amendment or supplementation of this Memorandum of Understanding shall be effective only if in writing signed by each of the parties hereto.

8. **Governing Law and Forum.** This Memorandum of Understanding shall be governed, interpreted and construed in accordance with the laws of the State of Kansas, which shall also be the forum for any lawsuit between the parties arising from or incident to this Memorandum of Understanding.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Memorandum of Understanding on the 14th day of January, 2020.

LWCC:
Live Well Crawford County

City:
The City of Pittsburg, Kansas

by _____
 (Signature)

by _____
 (Signature)

 (Printed Name)

 (Printed Name)

 (Title)

 (Title)