

Table of Contents

| | |
|---|----|
| Agenda | 3 |
| Approval of the January 14, 2020, Pittsburgh City Commission Meeting minutes. 01-14-2020 Minutes. | 6 |
| Approval of staff recommendation to appoint Sarah Chenoweth to fill an unexpired term as a member of the Sustainability Advisory Committee effective immediately and concluding on December 31, 2020. Chenoweth Application | 10 |
| Approval of staff recommendation to appoint David Moore to a first three-year term as a member of the Airport Advisory Committee effective immediately and concluding on December 31, 2022. Memo 2020 AAC Appointments. | 12 |
| Application Moore - Airport Advisory Committee | 13 |
| Approval of the Appropriation Ordinance for the period ending January 28, 2020, subject to the release of HUD expenditures when funds are received. Check list | 15 |
| ANNEXATION REQUEST - ERIC BRADSHAW AND JACQUELINE YOUTSOS - Consider the request submitted by Eric Bradshaw and Jacqueline Youtsos to have their property, located on East 530th Avenue, annexed into the City of Pittsburgh. Bradshaw and Youtsos Annexation Memo | 23 |
| Bradshaw and Youtsos Annexation Request | 24 |
| Incentive Package E&J Investments | 25 |
| ORDINANCE NO. G-1308 - Consider adopting Ordinance No. G-1308, amending Section 2-332 of the Pittsburgh City Code to increase the number of members of the Human Relations Commission from seven members to nine members. Ordinance No. G-1308 | 26 |
| AGREEMENT - EAST QUINCY STREET RECONSTRUCTION - Consider entering into an agreement with the Kansas Department of Transportation (KDOT) for the reconstruction of East Quincy Street from Joplin Street to Rouse Street into a 3-lane roadway with curb and gutter, an enclosed storm sewer and sidewalks on each side. Memo - KDOT Agreement | 29 |
| (13-20) KA-5593-01 Cost Share Program - Road Reconstruction (Pittsburg) Final. | 30 |
| EQUIPMENT LEASING - BOBCAT COMPACT EXCAVATOR - Proposals will be received on January 28, 2020 for the financing of a Bobcat Compact Excavator with attachments for use by the Pittsburgh Public Utilities Stormwater Division at a total contract price of \$64,884.98. After evaluation of the proposals, City staff will provide a verbal recommendation to the Commission and will request approval to purchase the equipment and to enter into a 5-year lease/purchase agreement with the financial institution providing the best interest rate and annual payments. | |

| | |
|---|----|
| Bobcat Compact Excavator Lease RFP Award Memo | 47 |
| EQUIPMENT LEASING - BOBCAT SKID-STEER LOADER- | |
| Proposals will be received on January 28, 2020 for the financing | |
| of a Bobcat Skid-Steer Loader with performance and comfort | |
| packages and attachments for use by the Pittsburgh Public | |
| Utilities Street Division at a total contract price of \$54,650.10. | |
| After evaluation of the proposals, City staff will provide a verbal | |
| recommendation to the Commission and will request approval to | |
| purchase the equipment and to enter into a 5-year | |
| lease/purchase agreement with the financial institution providing | |
| the best interest rate and annual payments. | |
| Bobcat Skid Steer Loader Lease RFP Award Memo | 49 |

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 28, 2020
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the January 14, 2020, Pittsburg City Commission Meeting minutes.
- b. Approval of staff recommendation to appoint Sarah Chenoweth to fill an unexpired term as a member of the Sustainability Advisory Committee effective immediately and concluding on December 31, 2020.
- c. Approval of staff recommendation to appoint David Moore to a first three-year term as a member of the Airport Advisory Committee effective immediately and concluding on December 31, 2022.
- d. Approval of the Appropriation Ordinance for the period ending January 28, 2020, subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

CONSIDER THE FOLLOWING:

- a. ANNEXATION REQUEST - ERIC BRADSHAW AND JACQUELINE YOUTSOS - Consider the request submitted by Eric Bradshaw and Jacqueline Youtsos to have their property, located on East 530th Avenue, annexed into the City of Pittsburg. **Approve or disapprove the request to annex, and if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**
- b. ORDINANCE NO. G-1308 - Consider adopting Ordinance No. G-1308, amending Section 2-332 of the Pittsburg City Code to increase the number of members of the Human Relations Commission from seven members to nine members. **Approve or disapprove of Ordinance No. G-1308 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 28, 2020
5:30 PM

- c. APPOINTMENTS - HUMAN RELATIONS COMMISSION - Confirm the appointment of Heather Docherty, Michelle Ducre, Amber Hames, Carol A. Hammerbacher, Chad McCubbin, Dan Rodabaugh, Xavier Sheehy, Walter Simpson, and Ali Smith to first, three-year terms as members of the Human Relations Commission effective immediately and to conclude on December 31, 2022. **Confirm nine appointments to the Human Relations Commission.**

- d. AGREEMENT - EAST QUINCY STREET RECONSTRUCTION - Consider entering into an agreement with the Kansas Department of Transportation (KDOT) for the reconstruction of East Quincy Street from Joplin Street to Rouse Street into a 3-lane roadway with curb and gutter, an enclosed storm sewer and sidewalks on each side. **Approve or disapprove agreement and, if approved, authorize the Mayor to sign the agreement on behalf of the City.**

- e. EQUIPMENT LEASING - BOBCAT COMPACT EXCAVATOR - Proposals will be received on January 28, 2020, for the financing of a Bobcat Compact Excavator with attachments for use by the Pittsburg Public Utilities Stormwater Division at a total contract price of \$64,884.98. After evaluation of the proposals, City staff will provide a verbal recommendation to the Commission and will request approval to purchase the equipment and to enter into a 5-year lease/purchase agreement with the financial institution providing the best interest rate and annual payments. **Approve or disapprove of staff's verbal recommendation to purchase the equipment and to enter into a 5-year lease/purchase agreement with the financial institution providing the best proposal and, if approved, authorize the Mayor to sign the lease purchase agreement once prepared.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, January 28, 2020
5:30 PM

- f. EQUIPMENT LEASING - BOBCAT SKID-STEER LOADER- Proposals will be received on January 28, 2020, for the financing of a Bobcat Skid-Steer Loader with performance and comfort packages and attachments for use by the Pittsburg Public Utilities Street Division at a total contract price of \$54,650.10. After evaluation of the proposals, City staff will provide a verbal recommendation to the Commission and will request approval to purchase the equipment and to enter into a 5-year lease/purchase agreement with the financial institution providing the best interest rate and annual payments. **Approve or disapprove of staff's verbal recommendation to purchase the equipment and to enter into a 5-year lease/purchase agreement with the financial institution providing the best proposal and, if approved, authorize the Mayor to sign the lease/purchase agreement once prepared.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 14th, 2020

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, January 14th, 2020, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Dawn McNay presiding and the following members present: Cheryl Brooks, Larry Fields, Chuck Munsell and Patrick O'Bryan.

Mayor McNay led the flag salute.

PUBLIC INPUT –

INVOCATION - Pete Mayo, representing Ascension Via Christi Hospital, provided an invocation.

SILVERBACK AND PITTSBURG HIGHLANDS CONCERNS - William Strenth, 1515 Hampton, expressed concerns regarding the Silverback Development, the Pittsburg Highlands Development, and nuisance abatement.

FAMILY PRACTICE RESIDENCY PROGRAM - Community Health Center of Southeast Kansas (CHCSEK) Executive Jason Wesco, 303 Winwood Drive, thanked the City for their continued support and spoke regarding the family practice residency program being implemented by the CHCSEK.

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

RESOLUTION NO. 1229 - On motion of O'Bryan, seconded by McNay, the Governing Body adopted Resolution No. 1229, declaring and describing the corporate limits and boundary lines of the City of Pittsburg, Crawford County, Kansas. Motion carried.

DISPOSITION OF BIDS – WATER TREATMENT PLANT SOLIDS CONTACT UNIT BLAST AND RECOAT PROJECT – On motion of Munsell, seconded by Fields, the Governing Body approved 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 authorized the Mayor and City Clerk to execute the contract documents once prepared. Motion carried.

2019 SURFACE PRESERVATION PROJECT - On motion of O'Bryan, seconded by Brooks, the Governing Body approved Change Order No. 2 reflecting a deduct of \$58,023.44, making a new contract construction amount of \$999,237.55, and final payment due the contractor, Heckert Construction Co., Inc., of Pittsburg, Kansas, in the amount of \$134,835.84 for the 2019 Surface Preservation Project. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 14th, 2020

QUINCY AND ROUSE TRAFFIC SIGNALIZATION PROJECT – On motion of Brooks, seconded by Fields, the Governing Body approved final payment to CDL Electric Company, Inc., of Pittsburg, Kansas, in the amount of \$67,521.28 for the East Quincy Street and South Rouse Street Traffic Signalization Project. Motion carried.

FIRE SERVICES AGREEMENT – On motion of O'Bryan, seconded by Munsell, the Governing Body entered 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 authorized the Mayor to sign the contract on behalf of the City. Motion carried.

CEREAL MALT BEVERAGE LICENSES – On motion of O'Bryan, seconded by Brooks, the Governing Body approved the 2020 Cereal Malt Beverage License applications submitted by Dollar General #13065 (2004 South Rouse) and Sodexo (302 East Cleveland) and authorized the City Clerk to issue the licenses. Motion carried.

LAND BANK BOARD OF TRUSTEES APPOINTMENT – On motion of O'Bryan, seconded by Munsell, the Governing Body reappointed 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. Motion carried.

APPROPRIATION ORDINANCE – On motion of Brooks, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending January 14, 2020, subject to the release of HUD expenditures when funds are received. Motion carried.

ECONOMIC DEVELOPMENT QUARTERLY REPORT – Blake Benson, Director of Economic Development and Darrell Pulliam, Pittsburg State University Executive Director for Operations, Business Development & Economic Engagement presented the quarterly Economic Development Report.

AMENDED RECOMMENDATION - E & J INVESTMENTS (RENU MEDICAL & SPA) PROJECT – On motion of Munsell, seconded by O'Bryan, the Governing Body approved 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, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 14th, 2020

APPOINTMENTS TO HUMAN RELATIONS COMMISSION – On motion of O'Bryan, seconded by Fields, the Governing Body appointed Heather Docherty, Amber Hames, Carol A. Hammerbacher, Chad McCubbin, Dan Rodabaugh, Xavier Sheehy, Walter Simpson and Ali Smith to first three-year terms as members of the Human Relations Commission and authorized the City Manager to appoint a City staff member to a ninth position on the Human Relations Commission. Motion carried.

It was noted that an Ordinance would be considered during the January 28th, 2020, Pittsburg City Commission Meeting to increase the membership of the Human Relations Commission from seven members to nine.

NATIONAL PARKS SERVICE LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT – On motion of O'Bryan, seconded by Fields, the Governing Body approved 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, authorized the City to serve as the administrative and financial agent for the project, and authorized the Mayor to sign any necessary documents on behalf of the City. Motion carried.

MEMORANDUM OF UNDERSTANDING - LIVE WELL CRAWFORD COUNTY – On motion of O'Bryan, seconded by Fields, the Governing Body approved a Memorandum of Understanding (MOU) between Live Well Crawford County and the City of Pittsburg for funding of the North Medical District active transportation infrastructure and authorized the Mayor to sign any necessary documents on behalf of the City. Motion carried.

CAFR AWARD – Director of Finance Jamie Clarkson announced that the City of Pittsburg has received the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting (CAFR).

NON-AGENDA REPORTS & REQUESTS –

LEAGUE OF KANSAS MUNICIPALITIES EVENTS – City Manager Daron Hall announced that the League of Kansas Municipalities will host a workshop on Ethics and Civility, along with Local Government Day, in Topeka, Kansas, on January 22nd, 2020.

FARABI CONCERNS – Commissioner Brooks requested the status of the concerns recently voiced by Caleb Farabi regarding the business relationship between the City and the Pepsi Cola Bottling Company of Pittsburg. City Manager Daron Hall provided information from his meeting with Mr. Farabi. Mr. Hall indicated that the City will continue to use Pepsi vending machines and will refrain from purchasing refreshments from sources located outside of Pittsburg.

RESPONSE TO PUBLIC INPUT – Director of Public Works Cameron Alden addressed concerns voiced by Mr. Strenth during the Public Input portion of this meeting regarding the Silverback Development, Pittsburg Highlands Development, and nuisance abatement.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
January 14th, 2020

MUNICIPALIZATION OF THE ELECTRIC UTILITY – Commissioner Munsell requested the status of the City's possible municipalization of the electric utility, including a cost breakdown on the effort to date. Deputy City Manager Jay Byers indicated that the effort to municipalize ceased in November of 2019. Mr. Byers stated that to date, \$143,000 has been spent on the effort.

DOG FECES LETTER – Commissioner Fields inquired if other Commissioners received the letter from a concerned citizen regarding dog feces in her yard.

OATH OF OFFICE – Commissioner Fields suggested the Oath of Office be revised to include support of the rules and regulations of the City of Pittsburg.

ADJOURNMENT: On motion on O'Bryan, seconded by Fields, the Governing Body adjourned the meeting at 6:58 p.m. Motion carried.

Dawn McNay, Mayor

ATTEST:

Tammy Nagel, City Clerk



RECEIVED

NOV 15 2019

Pittsburg City Clerk

City of Pittsburg Sustainability Advisory Committee

APPLICATION FOR APPOINTMENT

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

Name: Sarah Chenoweth

Home Address: 605 N. Georgia

Occupation: Owner Pittsburg Recycles, LLC

Business Address: 804 N. Broadway

Home Telephone: 620-202-0261

Business Telephone: _____

E-mail: Sarah.Chenoweth@gmail.com

Are you a resident of Pittsburg? Yes

If yes, how long have you lived in Pittsburg: ~15 yrs.

Current occupation (within last 12 months)

Owner Pittsburg Recycles, LLC

Previous Committee/Commission Experience:

Pittsburg City Commission
Women Helping Women: A Fairy Godmothers' Fund
Wesley House

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

| | |
|----------------------------|-----------------|
| <u>M. A. Communication</u> | <u>PSU 2011</u> |
| <u>M. A. English</u> | <u>PSU 2009</u> |
| <u>B. A. English</u> | <u>PSU 2006</u> |

Professional and/or community service activities:

Mang... Women Helping Women, The Wesley House, The Lord's Diner,
SEK Humane Society, Eat Well Crawford County, Pittsburg Area Young Professionals
Chamber of Commerce, etc., etc.

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

I helped start this committee, & now I would like to continue that work
by serving on it. My business, current & future, are all related to sustainability.
I am committed to environmentalism, as well as creating sustainable solutions across
a wide array of City challenges.

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

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


Signature of Applicant

11/15/19
Date

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

Please return your completed application
by Noon on Wednesday, ~~June 26th~~, 2019, to:

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

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: January 22, 2020

SUBJECT: Agenda Item – January 28, 2020
Appointment to Airport Advisory Committee

The second terms of Ron Close, Jesse Hudson, and Michael Tribelhorn as members of the Airport Advisory Committee expired on December 31, 2019. Sadly, Ron Holman has recently passed away. There are now four vacancies, three airport users and one non-user.

By Ordinance, this Committee shall consist of seven members, five of whom shall be users of the airport and two of whom shall be non-users.

David Moore of Webb City, Missouri is an airport user who has expressed an interest in serving on the Committee. Mr. Moore's application is attached. The City is still looking for two airport users and one non-user to fill the remaining vacancies on the Committee.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 28, 2020. Action being requested is the appointment of David Moore to serve a first term on the Airport Advisory Committee effective immediately and set to expire on December 31, 2022.

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

Attachments: David Moore Application



RECEIVED

DEC 04 2019

Pittsburg City Clerk

Airport Advisory Board

APPLICATION FOR APPOINTMENT

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

Name: DAVID M Moore

Home Address: 1761 N. East Street Webb City, MO 64870

Mailing Address: _____

Occupation: Banking

Business Address: 801 S Broadway Pittsburg, KS 66762

Home Telephone: 417-438-4000

Business Telephone: 620-232-5744

E-mail: dmoore@labettebank.com

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

Current occupation (within last 12 months): Banker

Business interest in the last 12 months: Employed by Labette Bank

Previous Committee/Commission Experience: 1) Chairman Planning & Zoning - Webb City ~ 4 yrs
2) Joplin Family Y - Executive Committee (all positions) - 9 years 3) Webb City Youth Baseball
Board ~ 3 yrs.

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application. BSBA - Missouri Southern State University,
Graduate School of Banking Colorado; Began flying at Mizzou Aviation in
Joplin in 2004; currently a Certified Flight Instructor at Mizzou

Professional and/or community service activities: None at this time.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: I have the opportunity to use Pittsburg's airport frequently for both business and personal reasons. I believe this airport is vital to our area and would gladly offer any service I can to preserve the asset we enjoy.

Area of representation (please circle one): Airport user Non-airport user

The Airport Advisory Committee meets at City Hall at Noon on the 1st Monday of February, May, August and November, or as called by the Chairperson or Director of Public Works. 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 Airport Advisory Committee will be made by the City Commission during this meeting.**

Signature of Applicant: 

Date: Dec 4, 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

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| C-CHECK | VOID CHECK | V | 1/10/2020 | | | 186169 | | |
| C-CHECK | VOID CHECK | V | 1/10/2020 | | | 186170 | | |
| C-CHECK | VOID CHECK | V | 1/10/2020 | | | 186172 | | |
| C-CHECK | VOID CHECK | V | 1/10/2020 | | | 186182 | | |
| C-CHECK | VOID CHECK | V | 1/10/2020 | | | 186183 | | |
| C-CHECK | VOID CHECK | V | 1/10/2020 | | | 186184 | | |
| C-CHECK | VOID CHECK | V | 1/10/2020 | | | 186201 | | |
| C-CHECK | VOID CHECK | V | 1/10/2020 | | | 186202 | | |
| C-CHECK | VOID CHECK | V | 1/10/2020 | | | 186203 | | |

| | | | | | | |
|---------------------|--|----|--------------|----------------|-----------|--------------|
| * * 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: | | 9 | VOID DEBITS | 0.00 | | |
| | | | VOID CREDITS | 0.00 | 0.00 | |
| TOTAL ERRORS: 0 | | | | | | |

| | | | | | | |
|----------------|-------|----|---------|----------------|-----------|--------------|
| | | NO | | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| VENDOR SET: 99 | BANK: | 9 | TOTALS: | 0.00 | 0.00 | 0.00 |
| BANK: | | 9 | TOTALS: | 0.00 | 0.00 | 0.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0224 | KDOR | D | 1/08/2020 | | | 000000 | | 5,796.26 |
| 0224 | KDOR | D | 1/21/2020 | | | 000000 | | 392.37 |
| 0321 | KP&F | D | 1/10/2020 | | | 000000 | | 46,985.94 |
| 0728 | ICMA | D | 1/10/2020 | | | 000000 | | 590.00 |
| 1050 | KPERS | D | 1/09/2020 | | | 000000 | | 39,452.78 |
| 1050 | KPERS | D | 1/10/2020 | | | 000000 | | 262.49 |
| 5904 | TASC | D | 1/09/2020 | | | 000000 | | 6,349.80 |
| 6415 | GREAT WEST TANDEM KPERS 457 | D | 1/10/2020 | | | 000000 | | 4,694.83 |
| 6952 | ADP INC | D | 1/17/2020 | | | 000000 | | 7,266.95 |
| 7290 | DELTA DENTAL OF KANSAS INC | D | 1/10/2020 | | | 000000 | | 1,304.60 |
| 7290 | DELTA DENTAL OF KANSAS INC | D | 1/17/2020 | | | 000000 | | 3,216.60 |
| 7877 | TRUSTMARK HEALTH BENEFITS INC | D | 1/09/2020 | | | 000000 | | 4,563.95 |
| 7877 | TRUSTMARK HEALTH BENEFITS INC | D | 1/16/2020 | | | 000000 | | 34,554.28 |
| 7452 | ARMA MEADOWS, LP | E | 1/13/2020 | | | 007020 | | 480.00 |
| 8197 | DIESEL LAPTOPS LLC | E | 1/13/2020 | | | 007021 | | 8,995.00 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 1/13/2020 | | | 007022 | | 414.63 |
| 0101 | BUG-A-WAY INC | E | 1/13/2020 | | | 007023 | | 160.00 |
| 0105 | PITTSBURG AUTOMOTIVE | E | 1/13/2020 | | | 007024 | | 258.42 |
| 0112 | MARRONES INC | E | 1/13/2020 | | | 007025 | | 68.98 |
| 0128 | ASCENSION VIA CHRISTI HOSPITAL | E | 1/13/2020 | | | 007026 | | 190.00 |
| 0133 | JIM RADELL CONSTRUCTION COMPAN | E | 1/13/2020 | | | 007027 | | 765.00 |
| 0135 | PITTSBURG AREA CHAMBER OF COMM | E | 1/13/2020 | | | 007028 | | 20.00 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 0142 | HECKERT CONSTRUCTION CO INC | E | 1/13/2020 | | | 007029 | | 745.00 |
| 0194 | KANSAS STATE TREASURER | E | 1/13/2020 | | | 007030 | | 5,197.00 |
| 0317 | KUNSHEK CHAT & COAL CO, INC. | E | 1/13/2020 | | | 007031 | | 5,809.32 |
| 0335 | CUSTOM AWARDS, LLC | E | 1/13/2020 | | | 007032 | | 53.87 |
| 0534 | TYLER TECHNOLOGIES INC | E | 1/13/2020 | | | 007033 | | 10,381.95 |
| 0746 | CDL ELECTRIC COMPANY INC | E | 1/13/2020 | | | 007034 | | 315.00 |
| 0844 | HY-FLO EQUIPMENT CO., INC. | E | 1/13/2020 | | | 007035 | | 35.58 |
| 0866 | AVFUEL CORPORATION | E | 1/13/2020 | | | 007036 | | 20,668.38 |
| 1199 | SCURLOCK INDUSTRIES OF NORTH M | E | 1/13/2020 | | | 007037 | | 75.00 |
| 1657 | CRAWFORD COUNTY HEALTH DEPT | E | 1/13/2020 | | | 007038 | | 2,050.00 |
| 2126 | BUILDING CONTROLS & SERVICE IN | E | 1/13/2020 | | | 007039 | | 248.70 |
| 2707 | THE LAWNSCAPE COMPANY, INC. | E | 1/13/2020 | | | 007040 | | 1,024.25 |
| 3248 | AIRGAS USA LLC | E | 1/13/2020 | | | 007041 | | 2,246.98 |
| 3802 | BRENNTAG MID-SOUTH INC | E | 1/13/2020 | | | 007042 | | 2,259.00 |
| 4307 | HENRY KRAFT, INC. | E | 1/13/2020 | | | 007043 | | 453.70 |
| 4618 | TRESA LYNNE MILLER | E | 1/13/2020 | | | 007044 | | 820.50 |
| 5275 | US LIME COMPANY-ST CLAIR | E | 1/13/2020 | | | 007045 | | 4,635.12 |
| 5482 | JUSTIN HART | E | 1/13/2020 | | | 007046 | | 60.00 |
| 5552 | NATIONAL SIGN CO INC | E | 1/13/2020 | | | 007047 | | 1,142.57 |
| 5657 | TELEDYNE INSTRUMENTS, INC | E | 1/13/2020 | | | 007048 | | 555.00 |
| 5883 | SPROULS CONSTRUCTION INC | E | 1/13/2020 | | | 007049 | | 103,728.50 |
| 6214 | PITT PLASTICS INC | E | 1/13/2020 | | | 007050 | | 418.60 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 6524 | ELLIOTT EQUIPMENT COMPANY | E | 1/13/2020 | | | 007051 | | 1,590.62 |
| 6851 | SCHULTE SUPPLY INC | E | 1/13/2020 | | | 007052 | | 170.00 |
| 6916 | STILWELL HERITAGE & EDUCATIONA | E | 1/13/2020 | | | 007053 | | 1,040.00 |
| 7283 | TRUSTMARK HEALTH BENEFITS INC | E | 1/13/2020 | | | 007054 | | 41,313.28 |
| 7739 | COMMUNITIES IN SCHOOLS OF MID | E | 1/13/2020 | | | 007055 | | 10,000.00 |
| 7839 | VISION SERVICE PLAN INSURANCE | E | 1/13/2020 | | | 007056 | | 1,802.28 |
| 7852 | TRIA HEALTH, LLC | E | 1/13/2020 | | | 007057 | | 1,626.14 |
| 8046 | CONVERGEONE, INC. | E | 1/17/2020 | | | 007058 | | 21,678.00 |
| 8202 | PETROLEUM TRADERS CORPORATION | E | 1/21/2020 | | | 007059 | | 16,983.84 |
| 0046 | ETTINGERS OFFICE SUPPLY | E | 1/21/2020 | | | 007060 | | 278.17 |
| 0055 | JOHN'S SPORT CENTER, INC. | E | 1/21/2020 | | | 007061 | | 120.00 |
| 0064 | MATADORE CO | E | 1/21/2020 | | | 007062 | | 53.75 |
| 0117 | GATEHOUSE MEDIA KANSAS HOLDING | E | 1/21/2020 | | | 007063 | | 241.04 |
| 0142 | HECKERT CONSTRUCTION CO INC | E | 1/21/2020 | | | 007064 | | 134,835.84 |
| 0194 | KANSAS STATE TREASURER | E | 1/21/2020 | | | 007065 | | 138.00 |
| 0202 | CLIFF HIX ENGINEERING INC | E | 1/21/2020 | | | 007066 | | 39.00 |
| 0335 | CUSTOM AWARDS, LLC | E | 1/21/2020 | | | 007067 | | 80.53 |
| 0516 | AMERICAN CONCRETE CO INC | E | 1/21/2020 | | | 007068 | | 3,566.09 |
| 0577 | KANSAS GAS SERVICE | E | 1/21/2020 | | | 007069 | | 1,929.56 |
| 0746 | CDL ELECTRIC COMPANY INC | E | 1/21/2020 | | | 007070 | | 67,596.28 |
| 0844 | HY-FLO EQUIPMENT CO., INC. | E | 1/21/2020 | | | 007071 | | 76.50 |
| 2186 | PRODUCERS COOPERATIVE ASSOCIAT | E | 1/21/2020 | | | 007072 | | 1,099.62 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 5014 | MID-AMERICA SANITATION INC. | E | 1/21/2020 | | | 007073 | | 3,400.00 |
| 7028 | MATTHEW L. FRYE | E | 1/21/2020 | | | 007074 | | 400.00 |
| 7239 | JERRY MILLER | E | 1/21/2020 | | | 007075 | | 400.00 |
| 7427 | OLSSON INC | E | 1/21/2020 | | | 007076 | | 11,650.20 |
| 7629 | EARLES ENGINEERING & INSPECTIO | E | 1/21/2020 | | | 007077 | | 18,724.01 |
| 8046 | CONVERGEONE, INC. | E | 1/21/2020 | | | 007078 | | 4,642.80 |
| 8187 | EXELON CORPORATION | E | 1/21/2020 | | | 007079 | | 3,083.85 |
| 8196 | CONNIE MCCUNE | E | 1/21/2020 | | | 007080 | | 571.15 |
| 8200 | PLUNKETT'S PEST CONTROL INC | E | 1/21/2020 | | | 007081 | | 430.00 |
| 6154 | 4 STATE MAINTENANCE SUPPLY INC | R | 1/10/2020 | | | 186167 | | 183.02 |
| 0523 | AT&T | R | 1/10/2020 | | | 186168 | | 7,582.72 |
| 7856 | BARDAVON HEALTH INNOVATIONS, L | R | 1/10/2020 | | | 186171 | | 1,150.00 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 1/10/2020 | | | 186173 | | 1,409.90 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 1/10/2020 | | | 186174 | | 29.40 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 1/10/2020 | | | 186175 | | 13.44 |
| 4263 | COX COMMUNICATIONS KANSAS LLC | R | 1/10/2020 | | | 186176 | | 96.14 |
| 7517 | CRAW-KAN TELEPHONE COOPERATIVE | R | 1/10/2020 | | | 186177 | | 1,119.94 |
| 0095 | CRAWFORD COUNTY TREASURER | R | 1/10/2020 | | | 186178 | | 6,921.00 |
| 0375 | WICHITA WATER CONDITIONING | R | 1/10/2020 | | | 186179 | | 6.50 |
| 1 | DR AUSTIN FRISBIE | R | 1/10/2020 | | | 186180 | | 240.00 |
| 1108 | EVERGY KANSAS CENTRAL INC | R | 1/10/2020 | | | 186181 | | 101,385.01 |
| 6358 | FIREX, INC. | R | 1/10/2020 | | | 186185 | | 532.60 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1 | GENERAL MACHINERY & SUPPLY | R | 1/10/2020 | | | 186186 | | 4.92 |
| 6833 | GREENBUSH | R | 1/10/2020 | | | 186187 | | 767.12 |
| 1 | HIGGINS, GARY R | R | 1/10/2020 | | | 186188 | | 500.00 |
| 6923 | HUGO'S INDUSTRIAL SUPPLY INC | R | 1/10/2020 | | | 186189 | | 106.95 |
| 7680 | IMA, INC. | R | 1/10/2020 | | | 186190 | | 9,375.00 |
| 0225 | KDOR | R | 1/10/2020 | | | 186191 | | 9,347.00 |
| 7938 | ROSANO DEL PILAR MENDEZ | R | 1/10/2020 | | | 186192 | | 25.00 |
| 7601 | MEYER LAW FIRM, LLC | R | 1/10/2020 | | | 186193 | | 135.00 |
| 1 | MID-AMERICA ORTHOPEDICS | R | 1/10/2020 | | | 186194 | | 109.00 |
| 0175 | REGISTER OF DEEDS | R | 1/10/2020 | | | 186195 | | 21.00 |
| 0175 | REGISTER OF DEEDS | R | 1/10/2020 | | | 186196 | | 20.00 |
| 0188 | SECRETARY OF STATE | R | 1/10/2020 | | | 186197 | | 694.68 |
| 7270 | SECURITY 1ST TITLE, LLC | R | 1/10/2020 | | | 186198 | | 75.00 |
| 7469 | RADCLIFF AGENCY, LLC | R | 1/10/2020 | | | 186199 | | 250.00 |
| 5589 | VERIZON WIRELESS SERVICES, LLC | R | 1/10/2020 | | | 186200 | | 10,043.30 |
| 2350 | WCA WASTE SYSTEMS INC | R | 1/10/2020 | | | 186204 | | 553.02 |
| 7856 | BARDAVON HEALTH INNOVATIONS, L | R | 1/17/2020 | | | 186252 | | 175.00 |
| 8016 | SARA S BEEZLEY KELLER | R | 1/17/2020 | | | 186253 | | 720.00 |
| 5283 | CLASS LTD | R | 1/17/2020 | | | 186254 | | 21.00 |
| 7657 | COPY PRODUCTS, INC. | R | 1/17/2020 | | | 186255 | | 300.16 |
| 8019 | CORNERSTONE REGIONAL SURVEYING | R | 1/17/2020 | | | 186256 | | 385.00 |
| 8090 | THOMAS CUPPETT | R | 1/17/2020 | | | 186257 | | 262.50 |

| VENDOR I.D. | NAME | STATUS | CHECK DATE | INVOICE AMOUNT | DISCOUNT | CHECK NO | CHECK STATUS | CHECK AMOUNT |
|-------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 4636 | EVERGY KANSAS CENTRAL INC. (HA | R | 1/17/2020 | | | 186258 | | 300.00 |
| 0314 | KACM | R | 1/17/2020 | | | 186259 | | 300.00 |
| 7414 | KANSAS GAS SERVICE (ESG) | R | 1/17/2020 | | | 186260 | | 60.00 |
| 0226 | KDOR LIQUOR TAX | R | 1/17/2020 | | | 186261 | | 47.14 |
| 7938 | ROSANO DEL PILAR MENDEZ | R | 1/17/2020 | | | 186262 | | 25.00 |
| 1 | NEWBY, KYLE | R | 1/17/2020 | | | 186263 | | 214.20 |
| 8146 | WASTE CORPORATION OF KANSAS, L | R | 1/17/2020 | | | 186264 | | 300.00 |
| 0175 | REGISTER OF DEEDS | R | 1/17/2020 | | | 186265 | | 20.00 |
| 0188 | SECRETARY OF STATE | R | 1/17/2020 | | | 186266 | | 25.00 |
| 1795 | SOUTHEAST KANSAS, INC | R | 1/17/2020 | | | 186267 | | 650.00 |

| | | | | |
|---------------------|---------------|----------------|-----------|--------------|
| * * T O T A L S * * | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| REGULAR CHECKS: | 45 | 156,501.66 | 0.00 | 156,501.66 |
| HAND CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 13 | 155,430.85 | 0.00 | 155,430.85 |
| EFT: | 62 | 523,836.60 | 0.00 | 523,836.60 |
| NON CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 0 VOID DEBITS | 0.00 | | |
| | VOID CREDITS | 0.00 | 0.00 | |

TOTAL ERRORS: 0

| | | | | |
|------------------------------------|-----|----------------|-----------|--------------|
| | NO | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| VENDOR SET: 99 BANK: 80144 TOTALS: | 120 | 835,769.11 | 0.00 | 835,769.11 |
| BANK: 80144 TOTALS: | 120 | 835,769.11 | 0.00 | 835,769.11 |
| REPORT TOTALS: | 120 | 835,769.11 | 0.00 | 835,769.11 |

Passed and approved this 28th 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 22, 2020

SUBJECT: January 28, 2020 Agenda Item
Eric Bradshaw & Jacqueline Youtsos annexation request

Eric Bradshaw and Jacqueline Youtsos have applied to have their property on East 530th Avenue annexed into the City of Pittsburgh contingent on the attached incentive package. This property will be the site of a new facility for Renu Medical & Spa, a \$1.2 million project.

Please place this request on the agenda for the City Commission meeting scheduled for Tuesday, January 28, 2020. Action being requested is approval or denial of the Eric Bradshaw and Jacqueline Youtsos annexation request and, if approved, authorize the Mayor to sign the appropriate documents.

Eric Bradshaw and Jacqueline M Youtsos, MD

E & J Investments LLC

970 S 240th St

Pittsburg, KS 66762

City of Pittsburg

201 W 4th St

Pittsburg, KS 66762

City of Pittsburg,

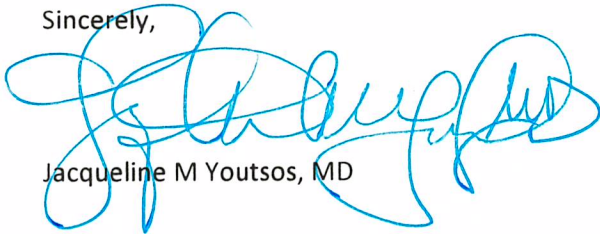
I would like the city to consider my request for Annexation the following parcel into city limits, contingent on the approval of the attached economic development incentive package. Commonly know as 9xx E 530th Ave Pittsburg, Kansas. Legal description as follows:

The West Eight Hundred Twenty Five (825) feet of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section Thirty three (33), Township Thirty (30) South, Range Twenty Five (25) East of the Sixth Principle Meridian, Crawford County, Kansas, according to the United States Government Survey thereof.

EXCEPT that part thereof bounded and describes as follows:

Commencing at the Southwest corner of the Southeast Quarter (SE ¼) of said Section 33; thence on an assumed bearing of North 03 degrees 19 minutes 07 seconds West along the West line of said Southeast Quarter (SE ¼) a distance of 10.061 meters (33.01 feet) to the point of beginning; thence North 87 degrees 58 minutes 06 seconds East a distance of 207.550 meters (680.94 feet); thence North 02 degrees 01 minutes 54 seconds West of distance of 2.134 meters (7.00 feet); thence South 87 degrees 58 minutes 06 seconds West a distance 207.598 meters (681.09 feet); thence South 03 degrees 19 minutes 07 seconds East of distance of 2.134 meters (7.00 feet), More or less, to the point of beginning.

Sincerely,



Jacqueline M Youtsos, MD



Incentive Package for E & J Investments

All City incentives are based on the assumption of the property being annexed into the Pittsburgh city limits.

- On November 26, 2019, the Pittsburgh city commission approved the allocation of \$100,000 in non-repayable funds to E & J Investments for the construction of a new medical facility on East 530th Street, contingent on the total value of the project exceeding \$1 million.
- On January 14, 2020, the Pittsburgh city commission approved an additional \$20,000 to cover the cost of extending city utilities to the site of the new medical facility listed above. This was contingent on the total value of the project exceeding \$1.2 million, an estimate confirmed by the E & J contractor during our December 10, 2019, meeting.
- Upon application from E & J Investments, the City of Pittsburgh will facilitate a request for an economic development property tax exemption. Based on the City's schedule of tax abatement, a \$1.2 million project would qualify you for six years of abatement after we establish the pre-investment base.
- The City will waive its permitting fees for the new medical facility.
- E & J Investments would be eligible to utilize the City's 50/50 matching program to assist with sidewalk and driveway improvements.

(Summary Published in the Morning Sun on _____, 20____)

ORDINANCE NO. G-1308

AN ORDINANCE amending Section 2-332 of the Pittsburg City Code to increase the number of members of the Human Relations Commission from seven members to nine members.

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

Section 1. Section 2-332 of the Pittsburg City Code is hereby amended to read as follows:

Sec. 2-332. Human Relations Commission.

- (a) *Creation; composition; terms.* There is hereby created a Human Relations Commission (HRC) for the City. It shall consist of nine members, serving without compensation. Such members shall be drawn from diverse segments of the public and to be selected for their wisdom, ability and broad perspective and not for the purpose of representing any specific group. The members of the current HRC shall continue to serve for the term for which they were appointed. Upon the expiration of the term of any member, the Governing Body shall reappoint that member or some other qualified individual to a three-year term; provided, however, that no member shall serve more than two consecutive terms. Any member may be removed by the Governing Body for failure to attend three consecutive regular meetings of such HRC.
- (b) *Officers; committees; how chosen.* The HRC at each annual meeting shall elect from its membership a chairperson, vice-chairperson and a second vice-chairperson. The chairperson, vice-chairperson and second vice-chairperson shall have and perform such duties as are commonly associated with their respective titles. The officers of the HRC shall be and constitute the executive committee thereof which shall exercise such powers between its regular meetings as may be authorized by the HRC. The HRC shall be further authorized to appoint and fix the membership of standing and temporary committees as it may find expedient for the performance of its duties.
- (c) *Meetings; regular and special.* The Human Relations Commission shall meet at least quarterly at such time and place as shall be fixed by the HRC by its standing rules. Special meetings shall be called by the chairperson, first or second vice-chairperson, or upon request of a majority of the members of the HRC. Such calls for special meetings shall state the purposes for such special meetings, and notice shall be given at least 24 hours before the time of the meeting so called. The calls shall be read and entered into the minutes of such special meeting, and no business shall be transacted except that stated in the call for such special meeting. The HRC shall prepare its own agenda for all meetings and establish its own rules of order and publish the same in its bylaws.
- (d) *Function.* The functions of the HRC shall be:

- (1) To foster, through education and persuasion, mutual understanding and respect among all persons in the City, regardless of race, color, age, sex, religion, disability, ancestry, national origin, gender identity, sexual orientation, or in housing by reason of familial status.
 - (2) To encourage equality of treatment for and prevent discrimination against any person on account of race, color, age, sex, religion, disability, ancestry, national origin, gender identity, sexual orientation, or in housing by reason of familial status.
 - (3) To investigate and attempt to conciliate complaints filed by individuals alleging that he or she has been discriminated against due to race, color, age, sex, religion, disability, ancestry, national origin, gender identity, sexual orientation, or in housing by reason of familial status.
 - (4) To cooperate with governmental and nongovernmental agencies and organizations having like or kindred function.
 - (5) To make such investigations and studies in the field of human relations as in its judgement will aid in effectuating its general purposes.
- (e) *Powers and duties.* The powers and duties of the HRC shall be:
- (1) To work together with federal, state and City agencies in developing courses of instruction, for presentation to various groups and organizations and in public and private schools, public libraries, and other suitable places, on techniques for achieving harmonious intergroup relations within the City.
 - (2) To enlist the cooperation of racial, religious, and ethnic groups, community organizations, labor organizations, fraternal and benevolent associations and other groups in the City, in programs and campaigns devoted to eliminating group prejudice, intolerance, bigotry, and discrimination.
 - (3) To study and make recommendations concerning the problems of prejudice, intolerance, bigotry, and discrimination, and the disorder occasioned thereby, in all or any fields of human relationships.
 - (4) To receive and investigate complaints and to initiate its own investigation of:
 - a. Prejudice, intolerance, bigotry, and discrimination due to race, color, age, sex, religion, disability, ancestry, national origin, gender identity, sexual orientation, or in housing by reason of familial status.
 - b. Discrimination against any person, group of persons, organizations or corporations, whether practiced by private persons, associations or corporations and if it is found that such discrimination is within the jurisdiction of the state human rights commission, it may be referred to such commission.
 - (5) To hold hearings in executive session. No person, including witnesses, shall be allowed to have an attorney present at the hearing. If, at the conclusion of the

hearing, the HRC determines a complaint to have merit, it will attempt to hold a conference with the parties and conciliate the dispute. If the parties do not reach a conciliation agreement, the HRC will attempt to inform the parties that they may have the right to file a written complaint with the state human rights commission, the Equal Employment Opportunity Commission, or some other federal agency having authority over the subject matter of the dispute. All findings, recommendations, and terms of conciliation which refer to identifiable individuals, organizations or corporations, shall be kept confidential and not published without the express written consent of all parties to the dispute. If, during the course of its investigation, the HRC determines there has been a violation of an existing ordinance, it shall recommend that the City Manager refer the matter to the municipal court prosecutor or the City Attorney for appropriate legal action. If the HRC determines that a significant amount of discrimination exists and either that there is no City ordinance prohibiting such conduct or that the remedies for such discrimination available through agencies of the state or the federal government are inadequate, it may recommend that the Governing Body adopt an ordinance prohibiting such discrimination.

(6) To issue publications and research designed to promote good will and to minimize or eliminate prejudice, intolerance, bigotry, discrimination, and the disorder occasioned thereby.

(7) To submit an annual report to the Governing Body.

(f) *Staff.* The Governing Body may appoint an executive secretary and other necessary staff and provide compensation for such services as may be authorized in the annual City budget.

Section 2. This Ordinance shall take effect upon its passage and publication of its

summary in the official city newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY ON THIS ____ DAY OF

_____, 20____.

Mayor - Dawn McNay

ATTEST:

Tammy Nagel - City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: January 21, 2020

SUBJECT: Memo Agenda Item – January 28, 2020
KDOT Cost Share Agreement for East Quincy
Project No. 19 KA-5593-01
Agreement No. 13-20

The City of Pittsburg was awarded a grant from the Kansas Department of Transportation (KDOT) for East Quincy Street from Joplin Street to Rouse Street to reconstruct a 3-lane roadway with curb and gutter, an enclosed storm sewer, and sidewalks on each side. The City will be responsible for the design and construction engineering, relocating water utility lines and any Right of Way acquisition. KDOT would pay for sixty-seven percent (67%) of the actual cost of construction, but not to exceed \$3,540,000. The City's cost share will come from future note and/or bond financing.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 28, 2020. Action necessary will be the approval or disapproval of entering into the agreement with KDOT for the reconstruction of East Quincy and authorize the Mayor to sign the agreement on behalf of the City of Pittsburg.

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

Attachment: Proposed KDOT Agreement

Cc: Tammy Nagel, City Clerk
Project File
Memo File

PROJECT NO. 19 KA-5593-01
COST SHARE PROGRAM
ROAD RECONSTRUCTION
CITY OF PITTSBURG, KANSAS

A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Pittsburg, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The Legislature authorized the Secretary to provide funding for a cost sharing program to assist local units of government in the construction of transportation projects throughout the state.
- B. The City applied for and the Secretary has selected a road reconstruction project to participate in the cost share program, as further described in this Agreement.
- C. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction of roads in the state of Kansas.
- D. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“City”** means the City of Pittsburg, Kansas, with its place of business at 201 W. 4th Street, Pittsburg, KS 66762.
- 3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

5. **“Construction Engineering”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
12. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
14. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, reasonably determines are not Participating Costs.
15. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.

16. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
17. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
18. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **reconstruction, including the construction of a three-lane roadway with curb and gutter, enclosed storm water sewer, and sidewalks, on East Quincy Street from South Joplin Street east to North Rouse Street in Pittsburg, Kansas**, and is the subject of this Agreement.
19. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
20. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
21. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
22. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
23. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** Upon a request from the City, the Secretary will provide technical information to help the City acquire Right of Way in accordance with the laws of the state of Kansas.
2. **Payment of Costs.** The Secretary agrees to be responsible for sixty-seven percent (67%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), but not to exceed \$3,540,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) that exceed \$5,283,582.00 for the Project. The Secretary shall not be responsible for the total actual costs

of Preliminary Engineering, Construction Engineering, Right of Way, and Utility adjustments for the Project.

3. **Reimbursement Payments.** The Secretary agrees to make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, employed by the City that the Project is being constructed within substantial compliance of the Design Plans.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid for this Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

4. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the City's currently approved procedures, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

5. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

6. **Conformity with State, Local, and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state, local, and federal design criteria appropriate for the Project.

7. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

8. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or

studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

9. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

10. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the City’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any

person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

11. **Performance Bond.** The City further agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

12. **Plan Retention.** The City will maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The City further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The City shall provide access to or copies of all the above-mentioned documents to the Secretary.

13. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, subcontractors or its consultants. The City shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

14. **Indemnification by Contractors.** The City agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

15. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

16. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by the City. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Highway Use Permit. If the Project necessitates the City to work on Right of Way that is owned by the Secretary, the City will submit a Highway Use Permit (KDOT Form 304) to the local KDOT District Office for review and approval. A copy of the Highway Use Permit may be found at https://www.ksdot.org/Assets/wwwksdotorg/dot_304_hwy_permit.pdf.

(d) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

(e) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(f) Trails and Sidewalks on KDOT Right of Way. *Intentionally deleted.*

17. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

18. **Future Encroachments.** Except as provided by state, local, and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

19. **Utilities.** The City agrees to the following with regard to Utilities:

(a) Utility Relocation. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the City's standard procedures.

(b) Status of Utilities. The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and

designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

20. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

21. Inspections. The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the City's approved procedures. Any subsequent changes to the Project Procedures Manuals by the City during the construction engineering inspection of the Project will require prior approval of the changes by the Secretary.

(a) By City personnel. City personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the City to inspect the Project, in which case the City shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) By a Consultant. If the City does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the FHWA and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) Protective Clothing. The City will require at a minimum all City personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

22. Corrective Work. Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the City, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions or deviations from the final Design Plans.

23. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

(c) **Parking Control.** The City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

24. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

25. **Maintenance.** When the Project is completed and final acceptance is issued, the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

26. **Financial Obligation.** The City will be responsible for thirty-three percent (33%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), up to \$5,283,582.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) that exceed \$5,283,582.00 for the Project. Further, the City agrees to be responsible

for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

27. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

28. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

29. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

SPECIAL COST SHARING PROGRAM REQUIREMENTS:

1. **Letting Deadline.** The City agrees that it shall Let the Project within six months of December 2021. The City may make a written request to the Secretary to the extend the deadline to the Let the Project. The Secretary, in her sole discretion, may either grant or deny the City's request for an extension. If the City does not Let the Project within six months of December 2021, the Secretary may cancel this Agreement.

2. **Recapture of State Investment.** The Parties agree to the following terms regarding the recapture of the Secretary's share:

(a) **Recapture Period.** The Parties agree the recapture period of the Project is ten years, commencing on the date the Secretary or the City gives notice of final acceptance of the Project.

(b) **Insurance.** If the Project includes improvements to a building, the City will purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the federal funds expended on the Project.

(c) **Change in Public Use.** After the Project is completed and during the entire recapture period, any change in the public use of the real property for the Project will require written approval from the Secretary.

(d) **Recapture Formula.** If the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary, the City shall pay back to the Secretary a percentage of the Secretary's share as follows:

- | | |
|--|-------------------------------|
| 1) Violates in 1 st year of 10-year period: | 100% of the Secretary's Share |
| 2) Violates in 2 nd year of 10-year period: | 90% of the Secretary's Share |
| 3) Violates in 3 rd year of 10-year period: | 80% of the Secretary's Share |
| 4) Violates in 4 th year of 10-year period: | 70% of the Secretary's Share |
| 5) Violates in 5 th year of 10-year period: | 60% of the Secretary's Share |
| 6) Violates in 6 th year of 10-year period: | 50% of the Secretary's Share |
| 7) Violates in 7 th year of 10-year period: | 40% of the Secretary's Share |
| 8) Violates in 8 th year of 10-year period: | 30% of the Secretary's Share |
| 9) Violates in 9 th year of 10-year period: | 20% of the Secretary's Share |
| 10) Violates in 10 th year of 10-year period: | 10% of the Secretary's Share |

Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.
2. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
3. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part hereof.
4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST: THE CITY OF PITTSBURG, KANSAS

CITY CLERK (Date) MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Lindsey Douglas (Date)
Deputy Secretary and
Director of Division of Fiscal
and Asset Management

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, it’s assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: January 22, 2020

SUBJECT: Agenda Item – January 28, 2020
Equipment Leasing – Bobcat Compact Excavator

The City of Pittsburg recently placed an advertisement in the newspaper and sent out RFQ's to seek quotes from financial institutions for the financing of a Bobcat Compact Excavator with attachments for the Pittsburg Stormwater Division of the Public Utilities Department. The specifics of the purchase are as follows:

- Total Contract Price of \$64,884.98 (see attached Product Quotation).
 - E63 T4 Bobcat Compact Excavator (M5563) - \$59,998.40
 - Attachments:
 - Case Drain Kit, E63 (7252156) - \$374.82
 - Secondary Auxiliary Hydraulics Kit (7244735) - \$1,758.50
 - 24" MX5 XCHG TEETH (7333374) - \$1,007.76
 - Freight Charges - \$1,058.00
 - Dealer Assembly Charges - \$687.50
- Quotes shall include these lease options:
 - 5-year lease / purchase
 - 5 annual payments, first at delivery of equipment
- Quotes shall include the annual payment amount, payment schedule, and interest rate.
- Quotes shall include the bidders lease purchase agreement which will be subject to the provisions of KSA 10-1116b and KSA 10-1116c and the City of Pittsburg's purchasing policy.
- All quotes shall be viable for a minimum of 30-days from submission.

RFP's are to be submitted by 2 pm, January 28th, 2020.

MEMO TO: DARON HALL
JANUARY 22, 2020
PAGE TWO

Staff plans to evaluate the quotes received and to present a verbal recommendation to the Governing Body at their January 28th meeting. Action necessary will be approval or disapproval to purchase the equipment and to enter into a five-year lease/purchase agreement with the financial institution providing the best interest rate and annual payments and, if approved, authorize the Mayor to sign the necessary lease/purchase agreement once prepared.

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

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: January 22, 2020

SUBJECT: Agenda Item – January 28, 2020
Equipment Leasing – Bobcat Skid-Steer Loader

The City of Pittsburg recently placed an advertisement in the newspaper and sent out RFQ's to seek quotes from financial institutions for the financing of a Bobcat Skid-Steer Loader with performance and comfort packages and attachments for the Pittsburg Street Division of the Public Utilities Department. The specifics of the purchase are as follows:

- Total Contract Price of \$54,650.10 (see attached Product Quotation).
 - S770 T4 Bobcat Skid-Steer (M0283) - \$39,825.06
 - 60-Month Protection Plus (3000 Hours)(9986173) - \$4,100.00
 - Factory Installed P69 Performance Package (M0283-P06-P-69) - \$4,612.74
 - C37 Comfort Package (M0283-P07-C37) - \$4,247.10
 - Attachments:
 - Selectable Joystick Controls (M0283-R01-C04) - \$623.70
 - Telematics US (M0283-R51-C02) - \$0.00
 - 80" Heavy Duty Bucket (7272681) - \$931.00
 - Bolt-On Cutting Edge, 80" (6718008) - \$248.00
 - Dealer Assembly Charges - \$62.50
- Quotes shall include these lease options:
 - 5-year lease / purchase
 - 5 annual payments, first at delivery of equipment
- Quotes shall include the annual payment amount, payment schedule, and interest rate.
- Quotes shall include the bidders lease purchase agreement which will be subject to the provisions of KSA 10-1116b and KSA 10-1116c and the City of Pittsburg's purchasing policy.
- All quotes shall be viable for a minimum of 30-days from submission.

RFP's are to be submitted by 2 pm, January 28th, 2020.

MEMO TO: DARON HALL
JANUARY 22, 2020
PAGE TWO

Staff plans to evaluate the quotes received and to present a verbal recommendation to the Governing Body at their January 28th meeting. Action necessary will be approval or disapproval to purchase the equipment and to enter into a five-year lease/purchase agreement with the financial institution providing the best interest rate and annual payments and, if approved, authorize the Mayor to sign the necessary lease/purchase agreement once prepared.

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