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BUILDING SERVICES TRUCK - Consider staff request to waive the City bid policy to purchase a 2021 Ford F-150 XL 2WD Reg Cab Truck from Mike Carpino Ford, of Pittsburg, in the amount of \$23,600.

Building Services Truck Memo 114

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PURCHASE OF 2020 CAPITAL VEHICLES/EQUIPMENT -

Consider staff request to waive the City bid policy to purchase 2020 Capital Vehicles/Equipment utilizing State contract pricing and to send out an RFP seeking quotes from financial institutions for the financing of these vehicles/equipment based on a 5-year lease/purchase.

2020 Capital Vehicles & Equipment Memo 116

EMERGENCY REPAIRS TO LINCOLN CENTER HVAC -

Consider staff request to waive the City bid policy to make emergency repairs to the HVAC system at Lincoln Center. Repairs to be made by CDL Electric, of Pittsburg, in the amount of \$42,804.00.

Lincoln Center HVAC Emergency Repairs memo. 117

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SPYGLASS SNAPSHOT AUDIT AGREEMENT - Consider staff recommendation to enter into an agreement with The SpyGlass Group, LLC, in which The SpyGlass Group, LLC, will analyze the City's primary telecommunications service accounts (Voice, Data, Internet, Cloud Services and Mobility/Cellular) to seek cost recovery, service elimination and cost reduction recommendations.

The SpyGlass Group Agreement 120

The SpyGlass Group Letter of Agency 121

ORDINANCE NO. S-1073 - Consider adopting Ordinance No.

S-1073, levying an additional City Retailers Sales Tax in the amount of one-half of one percent (0.50%) to be levied for a term of ten (10) years within the City of Pittsburg, effective April 1, 2021, or the next available date, with the revenue therefrom to pay for the maintenance and repair of City streets, and not to exceed one hundred thousand dollars (\$100,000.00) annually to pay for a sidewalk repair matching fund for property owners.

Ordinance No. S-1073 122

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 13, 2020
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Public Input
- c. Proclamation - World Polio Day - Received by Bryce Anderson
- d. Proclamation - PittNaz Day - Received by Kyle Rogers

CONSENT AGENDA:

- a. Approval of the September 22, 2020, City Commission Meeting minutes.
- b. Approval of staff recommendation to award the bid for the City of Pittsburg facilities sanitation service to Short's Trash Service, of Frontenac, Kansas, based on their low bid in the amount of \$905.00 per month for the contract period beginning January 1, 2021, and ending December 31, 2022.
- c. Approval of staff recommendation to award the bid for as-needed sanitation dumpster service to Short's Trash Service, of Frontenac, Kansas, based on their low bid in the amount of \$115.00 plus \$46 per ton, per pull for a 30 or 40-yard dumpster for the contract period beginning January 1, 2021, and ending December 31, 2022.
- d. Approval of staff recommendation to grant easements to Evergy Kansas South, Inc. for the relocation of electric lines along 4th Street and for the installation of new electric lines to serve a new substation along 520th Avenue with Evergy compensating the city in the total amount of \$9,900.00, and authorize the Mayor to sign the necessary documents on behalf of the City.
- e. Approval of staff recommendation to accept a grant in the amount of \$100,000 from the Kansas Housing Resources Corporation (KHRC) to administer the Tenant Based Rental Assistance (TBRA) program to provide security deposits for low-income households and authorize the Mayor to sign the appropriate documents on behalf of the City.
- f. Approval of staff recommendation to approve a Real Estate Sale Contract, Affidavit of Understanding and Indemnity and Hold Harmless Agreement due to Coronavirus Pandemic, and Indemnity and Undertaking Agreement, in relation to the City of Pittsburg's purchase of the property located at 525 South Broadway from the Community National Bank in the amount of \$92,000, and authorize the Mayor to sign the necessary documents on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 13, 2020
5:30 PM

- g. Approval of the Appropriation Ordinance for the period ending October 13, 2020, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

SPECIAL PRESENTATIONS:

- a. IMA, INC. HEALTH INSURANCE UPDATE - Christy Powell, Vice President of IMA, Inc. will provide an update on the health insurance plan utilized by employees of The City of Pittsburg. **Receive for file.**
- b. CONFERENCE CENTER UPDATE - Hunden Strategic Partners, the consultant engaged by the City of Pittsburg and Crawford County, will deliver their findings as to the market demand and feasibility of a new conference center (adjoined to a hotel) in Pittsburg. **Receive for file.**
- c. SPLASH PAD PROJECT - Kim Vogel, Director of Parks and Recreation, will present the updated conceptual design, budget, and timeline for the Schlanger Park Splash Pad project. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. E & J INVESTMENTS DEVELOPMENT - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to provide an additional \$36,779.98 from the Revolving Loan Fund (RLF) to be used toward the extension of utilities to serve the E & J Investments Development and prime the area for future growth. **Approve or disapprove the recommendation of the Economic Development Advisory Committee and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**
- b. TURNKEY DEVELOPERS, LLC - REIMBURSEMENT SCHEDULE MODIFICATION - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to modify the reimbursement schedule with Turnkey Developers, LLC, in which the timing of the second half of the reimbursement to Turnkey Developers, LLC, would change from the completion of Phase I to the construction of ten new homes. **Approve or disapprove the recommendation of the Economic Development Advisory Committee and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 13, 2020
5:30 PM

- c. ANNEXATION REQUEST - JAMES L. BARONE - Consider the request submitted by James L. Barone to have his property, located on South Rouse, annexed into the City of Pittsburg. **Approve or disapprove the request to annex and, if approved, authorize the preparation of the necessary Ordinance.**
- d. RURAL HOUSING INCENTIVE DISTRICT - Consider staff recommendation to establish a Rural Housing Incentive District (RHID) and adopt Resolution No. 1238 determining that the City is considering establishing a Rural Housing Incentive District. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to execute the appropriate documents on behalf of the City.**
- e. WATER TREATMENT PLANT FORKLIFT - Consider staff request to waive the City bid policy to purchase a used 2014 Moffett M55.4 4-Way Forklift from Equipment Remarketing, LLC, of Grabill, Indiana, in the amount of \$31,985 for use at the Water Treatment Plant, to declare the current forklift being utilized at the facility as surplus property and to authorize staff to dispose of the forklift through the online auctioning services of Purple Wave, Inc. **Approve or disapprove staff request and, if approved, authorize the issuance of the necessary purchase order.**
- f. MUNICIPAL H2O SERVICES AGREEMENT - Consider staff request to waive the City bid policy to enter into a contract with Municipal H2O in the amount of \$24,500 for assistance and consulting in preparation of the completion of items related to the America Water Infrastructure Act. **Approve or disapprove staff request and, if approved, authorize the Mayor to execute the appropriate documents on behalf of the City.**
- g. BUILDING SERVICES TRUCK - Consider staff request to waive the City bid policy to purchase a 2021 Ford F-150 XL 2WD Reg Cab Truck from Mike Carpino Ford, of Pittsburg, in the amount of \$23,600. **Approve or disapprove staff request and, if approved, authorize the issuance of the necessary purchase order.**
- h. PURCHASE OF 2020 CAPITAL VEHICLES/EQUIPMENT - Consider staff request to waive the City bid policy to purchase 2020 Capital Vehicles/Equipment utilizing State contract pricing and to send out an RFP seeking quotes from financial institutions for the financing of these vehicles/equipment based on a 5-year lease/purchase. **Approve or disapprove staff request.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, October 13, 2020
5:30 PM

- i. EMERGENCY REPAIRS TO LINCOLN CENTER HVAC - Consider staff request to waive the City bid policy to make emergency repairs to the HVAC system at Lincoln Center. Repairs to be made by CDL Electric, of Pittsburg, in the amount of \$42,804.00. **Approve or disapprove staff request.**

- j. SPYGLASS SNAPSHOT AUDIT AGREEMENT - Consider staff recommendation to enter into an agreement with The SpyGlass Group, LLC, in which The SpyGlass Group, LLC, will analyze the City's primary telecommunications service accounts (Voice, Data, Internet, Cloud Services and Mobility/Cellular) to seek cost recovery, service elimination and cost reduction recommendations. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary paperwork on behalf of the City.**

- k. ORDINANCE NO. S-1073 - Consider adopting Ordinance No. S-1073, levying an additional City Retailers Sales Tax in the amount of one-half of one percent (0.50%) to be levied for a term of ten (10) years within the City of Pittsburg, effective April 1, 2021, or the next available date, with the revenue therefrom to pay for the maintenance and repair of City streets, and not to exceed one hundred thousand dollars (\$100,000.00) annually to pay for a sidewalk repair matching fund for property owners. **Approve or disapprove Ordinance No. S-1073 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

Office of the Mayor

CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: Rotary is a global network of neighbors, friends, leaders, and problem-solvers who unite and take action to create lasting change in communities across the globe; and

Whereas: In 1985, Rotary launched PolioPlus, and in 1988 helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF, and the Bill & Melinda Gates Foundation, and Gavi, the Vaccine Alliance, to immunize the children of the world against polio. Polio cases have dropped by 99.9% since 1988, and the world stands on the threshold of eradicating the disease; and

Whereas: To date, Rotary has contributed more than \$2.1 billion and countless volunteer hours to protecting more than 2.5 billion children in 122 countries. Rotary is working to raise an additional \$50 million per year, which would be leveraged for maximum impact by an additional \$100 million annually from the Bill & Melinda Gates Foundation; and

Whereas: These efforts are providing much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents; and

Whereas: There are over 1.2 million Rotary members in more than 35,000 clubs throughout the world that sponsor service projects to address such critical issues as poverty, disease, hunger, illiteracy, and the environment in their local communities and abroad.

Now, Therefore, I, Dawn McNay, Mayor of the City of Pittsburg, Kansas, do hereby proclaim October 24th, 2020, as

WORLD POLIO DAY

in Pittsburg and encourage all citizens to join me and Rotary International in the fight for a polio-free world.

Dated this 13th day of October, 2020.

ATTEST:

CITY CLERK

MAYOR

Office of the Mayor

CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: The history of the Pittsburg Nazarene Church dates back to July 17th, 1920, when a tent revival was held on the corner of 4th and Tucker; and

Whereas: The Pittsburg Nazarene church was officially organized six weeks following the first tent revival and after 346 professions of faith were accomplished; and

Whereas: Nineteen pastors have stood at the pulpit of the church since 1920, each bringing with them a variety of backgrounds, abilities, and goals for the members of the congregation; and

Whereas: Since 2014, Kyle Rogers has led the Pittsburg Nazarene Church; and

Whereas: The Pittsburg Nazarene Church has expanded to include churches in Girard and Columbus, Kansas; and

Whereas: For the past 100 years, the mission of the Pittsburg Nazarene Church has been maintained by its devoted and dedicated congregation.

Now, Therefore, I, Dawn McNay, Mayor of the City of Pittsburg, Kansas, do hereby proclaim October 13th, 2020, as

PITTNAZ DAY

in Pittsburg and congratulate the church on 100 years of service to the community and wish the congregation continued success in the years to come.

Dated this 13th day of October, 2020.

ATTEST:

CITY CLERK

MAYOR

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
September 22nd, 2020

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, September 22nd, 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 – Mark Chambers, on behalf of the First United Methodist Church, provided an invocation.

PROCLAMATION – Mayor McNay proclaimed September 22nd, 2020, as Fire Chief Mike Simons Day in Pittsburg.

BIRTHDAY WISHES – Mayor McNay wished Commissioner Munsell a Happy Birthday.

APPROVAL OF MINUTES – On motion of Fields, seconded by O'Bryan, the Governing Body approved the September 8th, 2020, City Commission Meeting minutes as presented. Motion carried.

APPROPRIATION ORDINANCE – On motion of Fields, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending September 22nd, 2020, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Fields, McNay, Munsell and O'Bryan. Motion carried.

NON-AGENDA REPORTS & REQUESTS:

SALES TAX SPECIAL ELECTION – City Manager Daron Hall reminded citizens that the Sales Tax Special Election will be held on Tuesday, October 6th, 2020. Mr. Hall provided details on the process of obtaining an advanced ballot and information regarding advanced voting dates, times and locations.

STATE OF THE CITY – Mayor McNay announced that the State of the City Address will be delivered virtually on the City's Facebook page and on the City's YouTube channel at 10:30 a.m. on Thursday, September 24th, 2020.

ADJOURNMENT: On motion of O'Bryan, seconded by Munsell, the Governing Body adjourned the meeting at 5:41 p.m. Motion carried.

Dawn McNay, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Matt Bacon, Director of Public Utilities

DATE: October 7th, 2020

SUBJECT: Agenda Item – October 13th, 2020, City Commission Meeting
Disposition of Bids - Sanitation Service for City of Pittsburg facilities

On Tuesday, October 6th, 2020, bids were received for the 2021-2022 Sanitation Service Contract for City of Pittsburg facilities. Three bids were received. Short's Trash Service, of Frontenac, Kansas, submitted the low bid in the amount of \$905.00 per month. WCA held the 2019-2020 contract for a monthly amount of \$933.80. It is recommended that the bid be awarded to Short's Trash Service for the contract period beginning on January 1st, 2021, and expiring on December 31st, 2022.

Bids were also requested for the cost to empty 30 and 40-yard dumpsters on an as-needed basis. The low bid was submitted by Short's Trash Service, of Frontenac, Kansas, in the amount of \$115.00 plus \$46 per ton, per pull for a 30 or 40-yard dumpster. WCA held the 2019-2020 contract, with a price of \$125.00 per pull for a 30 or 40-yard dumpster. It is recommended that the bid to empty the dumpsters on an as-needed basis be awarded to Short's Trash Service, for the contract period beginning on January 1st, 2021, and expiring on December 31st, 2022.

Please place this item on the agenda for the October 13th, 2020, City Commission Meeting. Action requested is review of the recommendations and, if approved, award the bids as stipulated above.

If you have any questions, please call.

Attachment: Bid Tab Sheet



Bid Recapitulation Sheet **City of Pittsburg Facilities 2021-2022 Sanitation Service** **Tuesday, October 6th, 2020 – 2:00 p.m.** **City Hall Front Steps**

Name/Address of Bidder	Total Monthly Charges	Amount Per Pull – 30 Yard Dumpster	Amount Per Pull – 40 Yard Dumpster
Republic Services of Galena, KS 1715 East Front Street Galena, Kansas 66739	\$1,046.97	\$295.00	\$295.00
WCA 2700 West 7 th Street Joplin, Missouri 64801	\$1,190.00	\$150.00	\$150.00
Short's Trash Service 832 West McKay Frontenac, Kansas 66763	\$905.00	\$115.00 plus \$46 per ton	\$115.00 plus \$46 per ton
	WCA held the contract for 2019-2020 in the amount of \$933.80/month	WCA held the contract for 2019-2020 in the amount of \$125.00 per pull for both the 30 yard dumpster and the 40 yard dumpster	

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: CAMERON ALDEN
Director of Public Works

DATE: October 7, 2020

SUBJECT: Agenda Item – October 13, 2020
Easement for Evergy Kansas South, Inc.

Evergy Kansas South, Inc. (Evergy) is relocating electric lines in coordination with the KDOT bridge reconstruction on 4th Street over the KCS rail line as well as constructing new electric lines to a new substation south of 520th Ave and west of US 69. Evergy is asking for permanent easement along the north side of 4th Street of 6,191 square feet (0.142 acres) as shown in Exhibit A – 4th Street Overpass Permanent Easement.

To run electric lines to the new substation, Evergy is asking for easements from a parcel the City owns in the Southwest Industrial Park. Evergy is asking for a temporary easement of 29,984 square feet (0.69 acres) as shown in Exhibit A – 69.107 Hudson – South Pittsburg Temporary Easement. Also requested is a permanent easement as shown in Exhibit A – 69.107 Hudson – South Pittsburg Permanent Easement.

Evergy would pay \$6,200.00 for the permanent easement along 4th Street, \$1,900.00 for the permanent easement on the parcel in the SW Industrial Park, and \$1,800.00 for the temporary easement on the parcel in the SW Industrial Park. After reviewing the request, the staff had some changes to the proposed easement language which will be provided to the Commission at the Commission meeting. With the proposed changes in place, staff recommends its approval.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 13, 2020. Action being requested is the approval or disapproval of granting the requested easements to Evergy and to authorize the Mayor to sign documents to execute the easement on behalf of the City.

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

Attachment: Easement exhibits

Cc: Tammy Nagel, City Clerk
File

CRD-08

PERMANENT EASEMENT

EASEMENT DESCRIPTION

A PORTION OF LOTS 9-13 IN BLOCK 6, AND LOTS 10-15 IN BLOCK 7, AND A PORTION OF STILLWELL STREET, ALL IN PLAYTERS 2ND ADDITION, TO THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 30 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, CRAWFORD COUNTY, KANSAS; THENCE N88°39'10"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 SOUTH ZONE) ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 161.08 FEET; THENCE N01°20'50"W PERPENDICULAR TO SAID SOUTH LINE A DISTANCE OF 105.18 FEET TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY OF 4TH STREET PER KDOT PLANS 126-19 KA3103-01, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE S87°38'12"E A DISTANCE OF 482.97 FEET; THENCE S78°45'29"E A DISTANCE OF 55.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE BEING THE CENTERLINE OF THE ABANDONED ST. LOUIS AND SAN FRANCISCO RAILROAD AND HAVING A RADIUS OF 5729.62 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND CENTERLINE AN ARC DISTANCE OF 2.13 FEET TO SAID NORTH RIGHT OF WAY, CHORD TO SAID CURVE BEING 2.13 FEET ON A BEARING OF S32°50'51"W; THENCE S88°39'20"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 181.65 FEET; THENCE N02°33'22"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 15.01 FEET; THENCE S88°39'23"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 120.03 FEET; THENCE N81°55'51"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 61.12 FEET; THENCE S88°39'30"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 58.87 FEET; THENCE N81°19'27"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 116.02 FEET TO THE POINT OF BEGINNING.

ENCOMPASSING 6,191 SF OR 0.142 ACRES.



PREPARED BY: GREGORY E. MCDOWELL PS #1393
PEC PROJECT NO. 209030-021



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
104 SOUTH PINE PITTSBURG, KS 66762
620-235-0195 www.pec1.com

4TH STREET OVERPASS
PERMANENT EASEMENT

COUNTY

CRAWFORD

TRACT NO.

CRD-08

PROJ. NO. 20-054

DATE: MAY 12, 2020

LEGEND

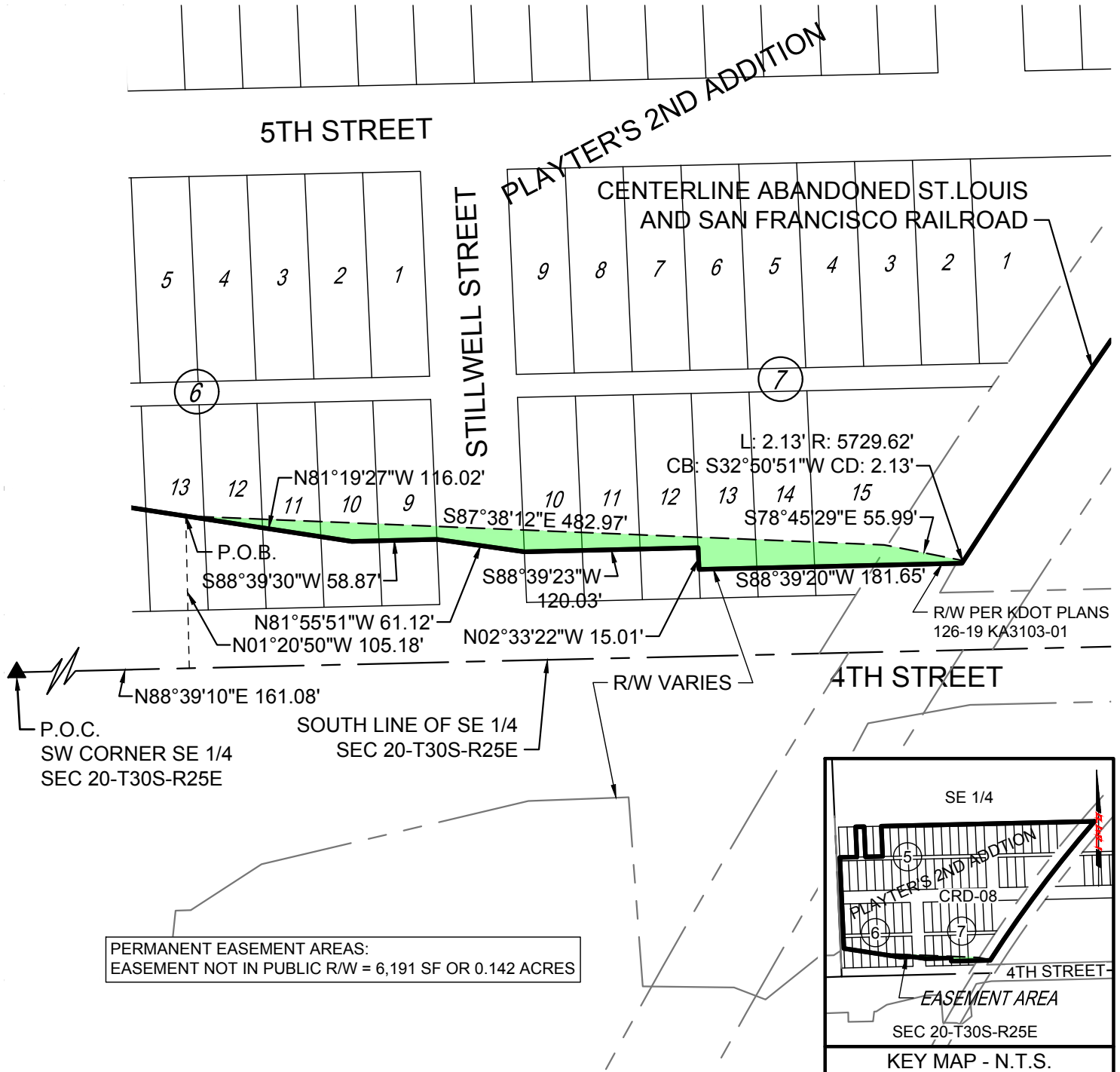
- SECTION LINE
- PROPERTY LINE
- ROAD R/W LINE
- EASEMENT LINE
- SECTION CORNER
- EASEMENT NOT IN PUBLIC R/W

EXHIBIT A

SHEET 2 OF 2

THIS SKETCH HAS BEEN PREPARED FOR EASEMENT EXHIBIT PURPOSES ONLY, AND DOES NOT CONSTITUTE A BOUNDARY SURVEY. DISTANCES AND BEARINGS ARE BASED ON KANSAS COORDINATE SYSTEM NAD 83(2011) SOUTH ZONE.

REV. 1



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
104 SOUTH PINE PITTSBURG, KS 66762
620-235-0195 www.pec1.com

4TH STREET OVERPASS PERMANENT EASEMENT

COUNTY
CRAWFORD

TRACT NO.
CRD-08

PROJ. NO. 20-054
DATE: May. 12, 2020

EXHIBIT A
SHEET 1 OF 2

PERMANENT EASEMENT

EASEMENT DESCRIPTION

A portion of the Southeast Quarter of Section 6, Township 31 South, Range 25 East of the Sixth Principal Meridian, Crawford County, Kansas, being described as follows:

Beginning at the southwest corner of said Southeast Quarter; Thence N02°17'25"W (Bearings Based on the Kansas Coordinate System 1983 South Zone) along the west line of said Southeast Quarter a distance of 68.93 feet; Thence S76°02'44"E a distance of 253.53 feet to the south line of said Southeast Quarter; Thence S88°10'44"W along said south line a distance of 243.41 feet to the Point of Beginning.

Encompassing 8,389 Sq. Ft. or 0.19 Acres more or less.



Prepared by: Gregory E. McDowell PS #1393
PEC Project No. 180030-051



PEC

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
104 SOUTH PINE PITTSBURG, KS 66762
620-235-0195 www.pec1.com

69.107 HUDSON - SOUTH PITTSBURG
PERMANENT EASEMENT



COUNTY
CRAWFORD

TRACT NO.
69.107-CR008

PROJ. NO. 18-003
DATE: Aug. 12, 2020

LEGEND

- SECTION LINE
- PROPERTY LINE
- ROAD R/W LINE
- EASEMENT LINE
- ▲ SECTION CORNER
- EASEMENT IN PUBLIC R/W
- EASEMENT NOT IN PUBLIC R/W

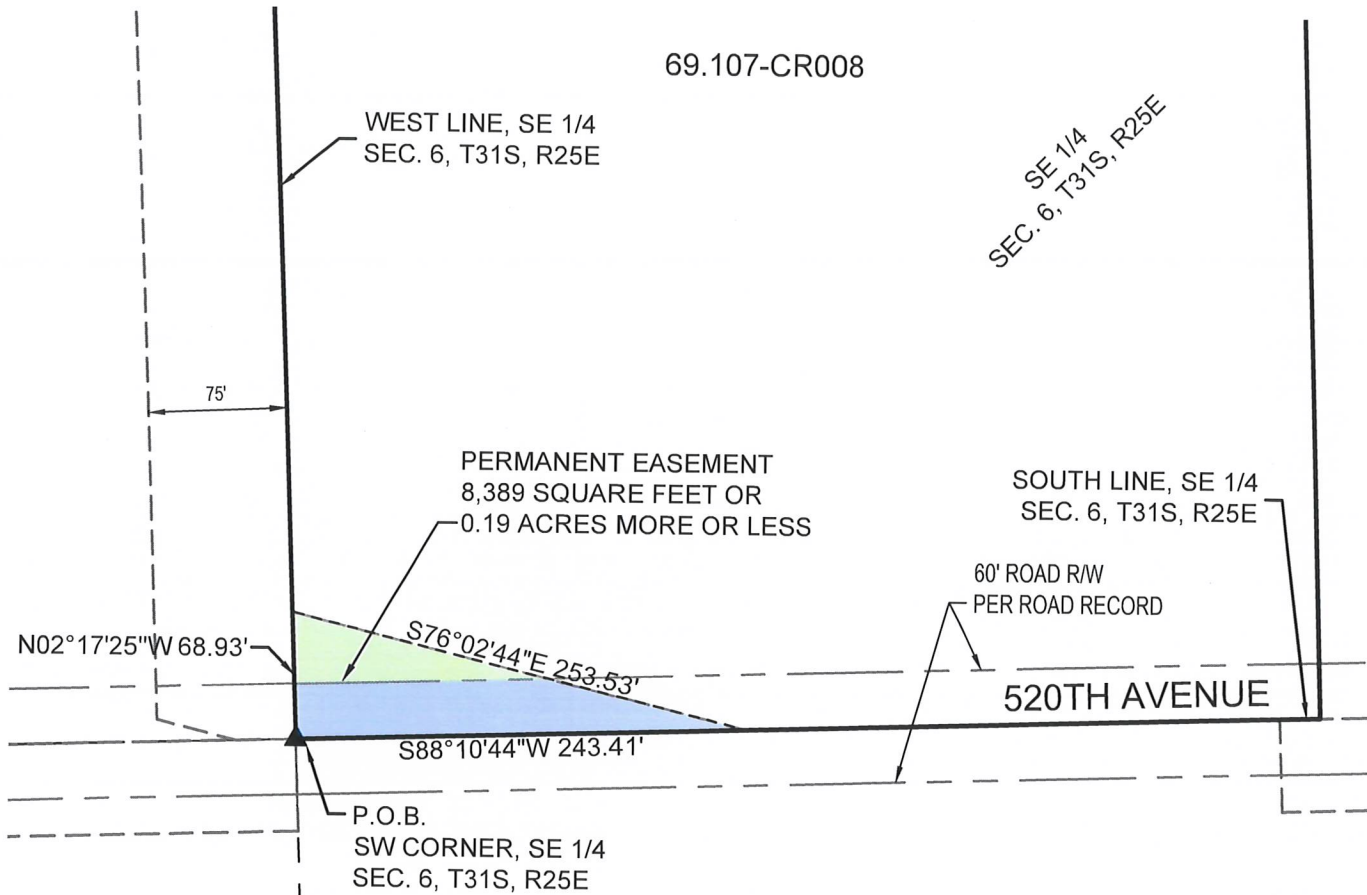
EXHIBIT A

SHEET 2 OF 2

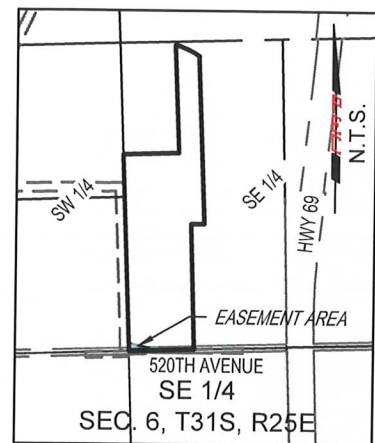
This Sketch has been prepared for Easement Exhibit purposes only, and does not constitute a Boundary Survey. Distances and Bearings are based on Kansas Coordinate System NAD 83(2011) South Zone.



69.107-CR008



PERMANENT EASEMENT:
 EASEMENT NOT IN PUBLIC R/W = 2,675 SQ. FT. OR 0.06 ACRES
 EASEMENT IN PUBLIC R/W = 5,714 SQ. FT. OR 0.13 ACRES
 TOTAL EASEMENT AREA = 8,389 SQ. FT. OR 0.19 ACRES MORE OR LESS



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
 104 SOUTH PINE PITTSBURG, KS 66762
 620-235-0195 www.pec1.com

69.107 HUDSON - SOUTH PITTSBURG
 PERMANENT EASEMENT



COUNTY
 CRAWFORD

TRACT NO.
 69.107-CR008

PROJ. NO. 18-003
 DATE: Aug. 12, 2020

EXHIBIT A

SHEET 1 OF 2

TEMPORARY EASEMENT

EASEMENT DESCRIPTION

A portion of the Southeast Quarter of Section 6, Township 31 South, Range 25 East of the Sixth Principal Meridian, Crawford County, Kansas, being described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Southeast Quarter; Thence N02°17'25"W (Bearings Based on the Kansas Coordinate System 1983 South Zone) along the west line of said Northwest Quarter of the Southeast Quarter a distance of 24.76 feet to the Point of Beginning; Thence continuing N02°17'25"W along said west line a distance of 100.00 feet; Thence N89°43'54"E a distance of 300.02 feet; Thence S02°17'25"E a distance of 100.00 feet; Thence S89°43'54"W a distance of 300.02 feet to the Point of Beginning.

Encompassing 29,984 Sq. Ft. or 0.69 Acres more or less.



Prepared by: Gregory E. McDowell PS #1393
PEC Project No. 180030-051



PEC

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
104 SOUTH PINE PITTSBURG, KS 66762
620-235-0195 www.pec1.com

69.107 HUDSON - SOUTH PITTSBURG
TEMPORARY EASEMENT



COUNTY

TRACT NO.

PROJ. NO. 18-003

CRAWFORD

69.107-CR008

DATE: Aug. 17, 2020

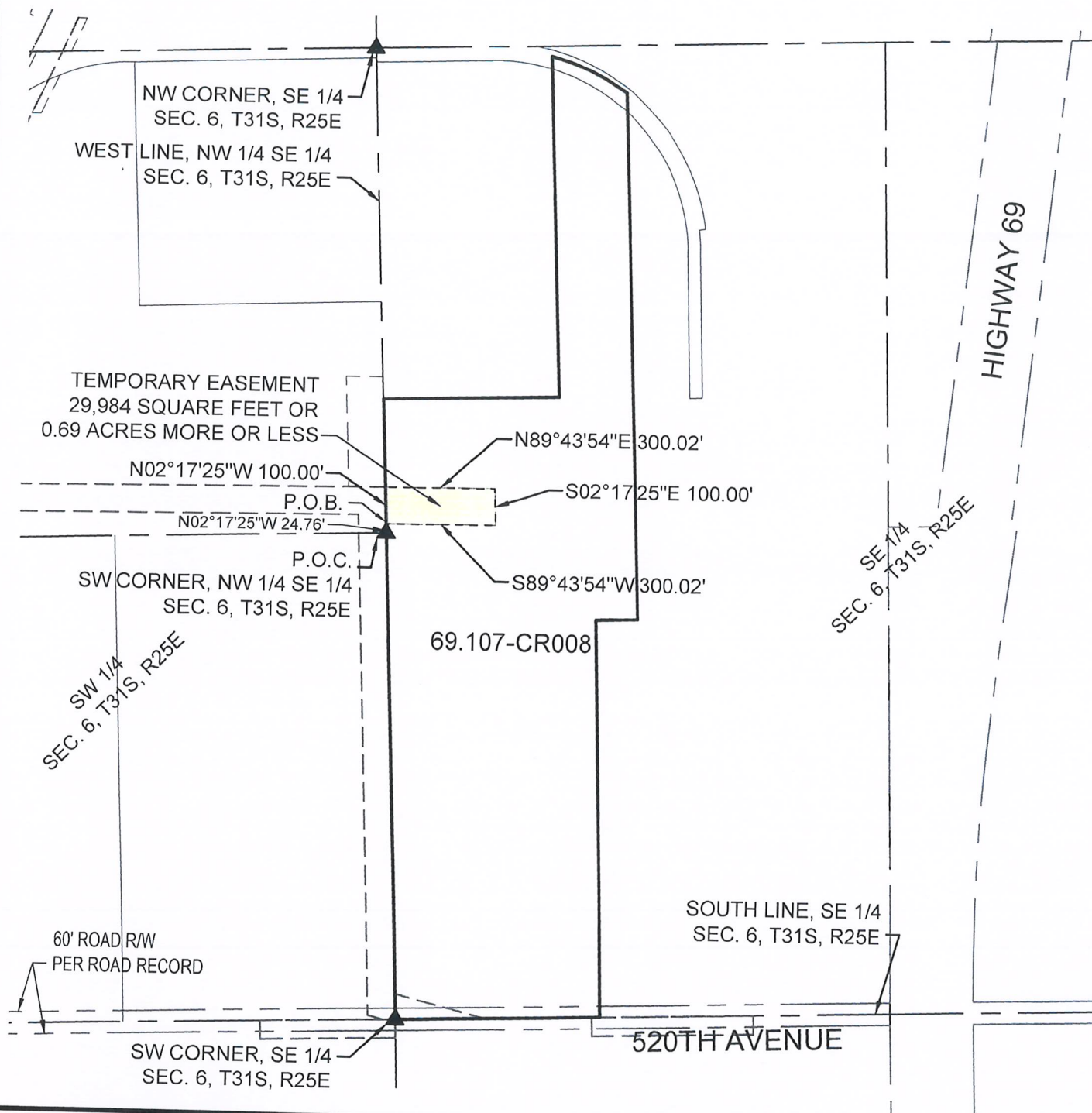
LEGEND

- SECTION LINE
- PROPERTY LINE
- ROAD R/W LINE
- EASEMENT LINE
- ▲ SECTION CORNER
- TEMPORARY EASEMENT

EXHIBIT A

SHEET 2 OF 2

This Sketch has been prepared for Easement Exhibit purposes only, and does not constitute a Boundary Survey. Distances and Bearings are based on Kansas Coordinate System NAD 83(2011) South Zone.



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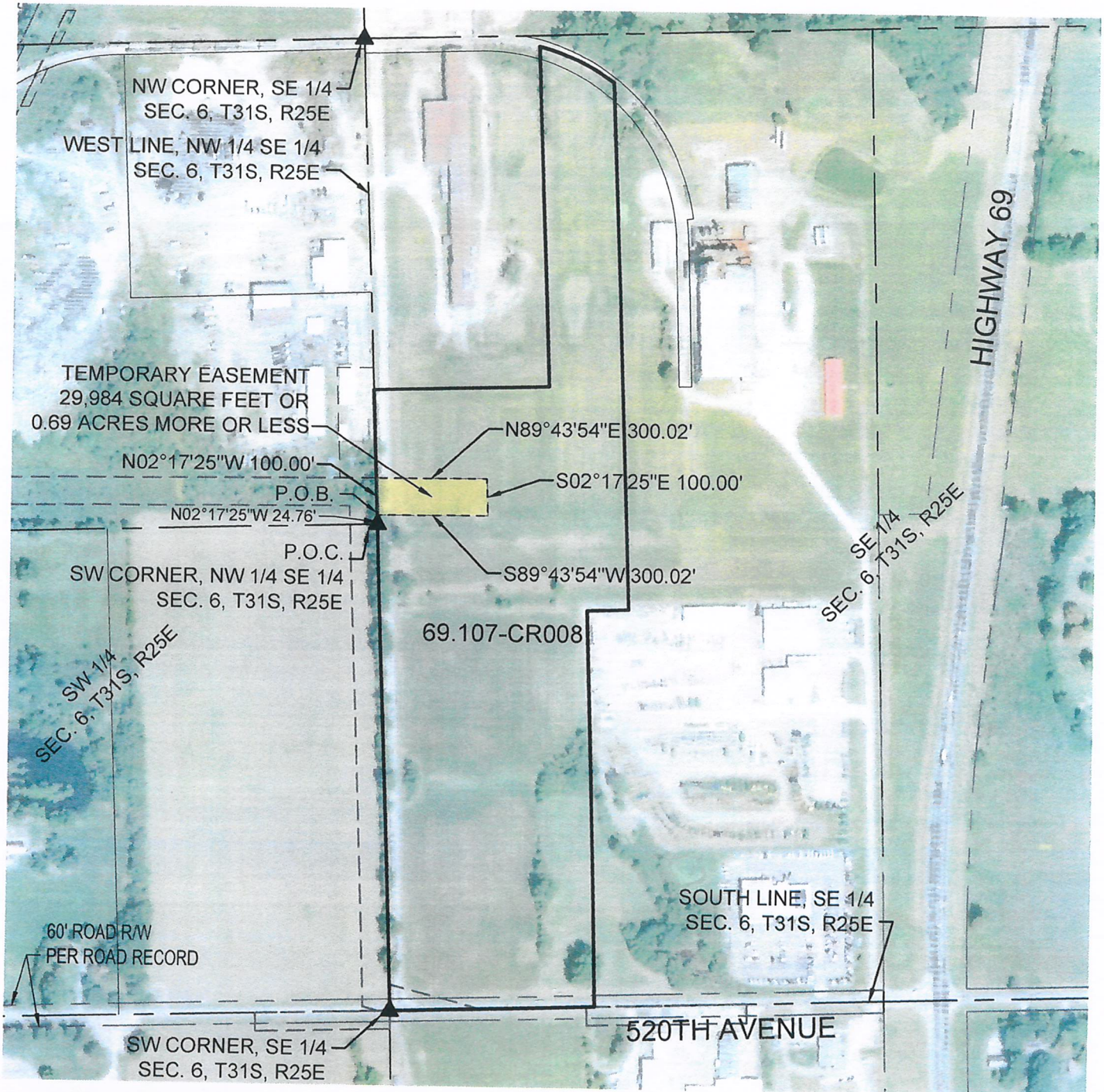
DATE: Aug. 17, 2020

LEGEND

- SECTION LINE
- PROPERTY LINE
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- - - EASEMENT LINE
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EXHIBIT A SHEET 2 OF 2

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COUNTY

CRAWFORD

TRACT NO.

69.107-CR008

PROJ. NO. 18-003

DATE: Aug. 17, 2020



**COMMUNITY DEVELOPMENT
PITTSBURG PUBLIC HOUSING**

216 N Broadway, Suite G
Pittsburg KS 66762

(620) 232-1210
www.pittks.org
FAX: (620) 232-1210

INTEROFFICE MEMORANDUM


To: Pittsburg City Commissioners
From: Megan Keener, Housing Manager
CC: Daron Hall, City Manager
Quentin Holmes, Director of Community Development and Housing
Date: October 13, 2020
Subject: Acceptance of the 2019 Tenant Based Rental Assistance Grant

The Kansas Housing Resources Corporation has awarded the City of Pittsburg \$100,000 in Tenant Based Rental Assistance funding for the program year 2019. The City of Pittsburg received the notice of award in November of 2019 but we were unable to use the funds until any previous grant was at least 50% expended. Staff is asking the Commission to accept the award, and authorize the Mayor to sign the necessary documents.

We will be using this funding to subsidize security deposits for low income households. Community Development and Housing staff estimate that this funding will provide an average security deposit payment of \$459 to assist 206 households, or roughly 480 individuals. This security deposit assistance has been very useful in the past, helping move people into housing from homelessness as well as helping to relocate people on fixed income into safer, more affordable housing.

Of those served, we estimate that 27% of the household served will be moving from homelessness to housed, 35% will be single parent households, 38% will be elderly or disabled. All participants will have an income less than 60% of our Area Median Income. Crawford County's AMI is \$31,948; participating households will have a total income of less than \$18,059.

Respectfully Submitted,


Megan Keener
Housing Manager

November 22, 2019

Jeremy Johnson, Mayor
Pittsburg
P.O. Box 688
Pittsburg, KS 66762

Re: 2019 TBRA Grants

Dear Mr. Johnson:

Kansas Housing Resources Corp. has completed application reviews for the 2019 Tenant Based Rental Assistance Program. Pittsburg has been awarded a grant in the amount of \$100,000. Your agency will also receive 7% above the award amount for fees to perform income certifications and HQS inspections.

We have changed our method of issuing the grant award documents. In order to condense the number of grants an agency has open, we are requiring only two open grants at a time. Additionally, when requesting your grant document for 2019, any previous grants should be at least 50% expended.

Please be aware that HOME funding is subject to Congressional appropriations, but funding has remained level the past few years. However, grantees need to make certain they do not over commit.

Please get in touch with Cynthia Howerton at chowerton@kshousingcorp.org or 785-217-2025 should you have any questions regarding these changes. Thank you for your valued partnership with KHRC in the Tenant Based Rental Assistance Program.

Sincerely,



Christine Reimler
Director, Community Solutions



December 9, 2019

Dawn McNay, Mayor
Pittsburg
P.O. Box 688
Pittsburg, KS 66762

Re: TBRA Grant M-19-SG-20-0160

Dear Ms. McNay:

Enclosed you will find the 2019 TBRA Grant award agreement between Pittsburg and Kansas Housing Resources Corporation.

The following grant award documents are enclosed:

- Grant Agreement
- Description of Activities
- Authorized Signature Designation Form
- Authorization form for electronic deposit, for updates only

Be sure to check the Activities Description page to ensure that all of your agency's TBRA Program activities are listed. Grantees may not conduct a TBRA funded activity unless it is indicated on the grantee's activity summary page. Rental assistance, security deposits and utility deposits must be clearly indicated.

Please sign both copies of the grant agreement and have both notarized. Return the two copies with all pages enclosed, along with the executed Authorized Signature Designation Form, as soon as possible. KHRC will sign and notarize both grant agreements and return an executed one to you.

Thank you for your valued partnership with KHRC in the Tenant Based Rental Assistance Program.

Sincerely,

Cynthia Howerton
TBRA Program Manager

HOME Investment Partnerships Program
State of Kansas
CFDA No. 14.239

Grant Agreement No. M-19-SG-20-0160

By and between the

Kansas Housing Resources Corporation (KHRC)

And

Pittsburg
DUNS No: 030662175

I. Grant Agreement

- A. This Grant Agreement, hereinafter called "Agreement" is between the **Kansas Housing Resources Corporation**, hereinafter called "**Corporation**" and **Pittsburg** hereinafter called the "Grantee." This Agreement consists of the body and the following attachment, which is incorporated herein: **Attachment A – Description of Activities**.
- B. Together, they embody the entire Agreement between the Corporation and Grantee with the respect to this grant program. All prior agreements, representations, statements, negotiations, and understandings with respect to this program are superseded hereby.

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title II of the *National Affordable Housing Act of 1990*, hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department has elected to administer the federal program of *HOME Investment Partnerships Program*, hereinafter called "HOME."
- B. The Corporation, in accordance with provisions of *K.S.A. 74-50001 et seq.*, hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's HOME Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the Attachment A and in compliance with the requirements of 24 CFR Part 92 and all State and Corporation Tenant Based Rental Assistance program requirements and policies.

IV. Period of Performance & Commitment

- A. The period of performance for all activities assisted by this Agreement shall commence upon grant execution, hereinafter called the "Commencement Date," and shall be complete on **November 1, 2022**, hereinafter called the "Completion Date," except those activities required for closeout.
- B. All **FFY 2018** funds must be committed to projects according to the HOME Rule by **November 1, 2021**, hereinafter called the "Commitment Date."

V. **Compensation**

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Corporation shall provide the Grantee a total of **\$100,000** in Federal HOME funds. In addition, up to 7% of the amount awarded for direct assistance may be requested for program delivery costs/administration. The Grantee will be reimbursed according to the schedule provided for eligible costs including inspections and re-inspections, income certifications and re-certifications. If the 7% administration is not drawn by the time the subsidy is fully expended, the remaining administration will not be reimbursed but may be converted to subsidy with KHRC approval. No other administrative fee will be provided.
- B. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$100,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the responsibility of the Grantee.
- C. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Corporation may terminate or amend this Agreement and will not be obligated to pay the Grantee from State Revenues.
- D. The Grantee shall not anticipate future funding from the Corporation beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Corporation to expend funds beyond the termination of this Agreement.

VI. **Indemnification**

The Grantee shall indemnify, defend, and hold harmless the Corporation and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement. Grantee's liability to indemnify the Corporation and its officers and employees shall include liability arising from lead-based paint regulations found in 24 CFR 35.

VII. **Obligations of Grantee**

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractor) under the direct supervision of the Grantee and in accordance with the terms of written contracts.
- B. The grantee shall adhere to the TBRA Administrative Plan submitted by the Grantee and approved by the Corporation. Any changes to the TBRA Administrative Plan must be submitted by the Grantee and approved by the Corporation prior to implementation.
- C. A certified HQS inspector shall perform all initial, annual, periodic and/or special unit inspections. Inspections shall be in accordance with guidelines provided in 24 CFR 982.401.
- D. The grantee shall adhere to lead based paint program requirements for all units. This requirement applies to tenants requesting security/utility deposits as well as to those applying for rental assistance coupons. During initial and periodic inspections, an inspector acting on the behalf of the designated party and trained in visual assessment for deteriorated paint surfaces in accordance with procedures established by HUD shall conduct a visual assessment of all painted surfaces in order to identify any deteriorated paint (24 CFR Part 35.1215 (a)(1). The visual assessment must take place as part of the initial and periodic inspections required by HUD. (24 CFR Part 35, Sec. 92.209(i). TBRA funding cannot be provided until the unit passes the lead based paint visual inspection.
- E. If assisted occupancy has commenced prior to an annual or periodic inspection, and the visual inspection reveals deteriorated lead-based paint, the owner shall stabilize each deteriorated paint surface in accordance with 24 CFR Part 35.1330(a) and (b). Such paint stabilization must be completed within 30 days of

notification to the owner of the results of the visual assessment. Depending upon the scope of the work undertaken to stabilize the paint, and if necessary, the owner at his/her expense, is responsible for relocating the tenants to a comparable, safe, and sanitary dwelling free of lead-based paint while the work is taking place. Paint stabilization is considered complete when clearance is achieved in accordance with 24 CFR Part 35.1340. The owner shall provide a notice to occupants in accordance with 24 CFR 35.125(b)(1) and (c) describing the results of the clearance examination.

- F. The grantee shall provide lead based paint disclosure information to all tenants and landlords. Optional blood level verification forms will be provided to tenants with children under age 6 who have selected units that were constructed prior to 1978. Addresses of tenants with children under age 6 living in pre-1978 structures will be provided to the Local Health Department quarterly. (Refer to the attached 24 CFR 35.1225)
- G. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of part or the entire program being assisted under this grant.
- H. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- I. The Grantee shall adhere to the uniform administrative requirements of 24 CFR 92.505.
- J. Pursuant to the requirements of Appendix II to 2 CFR Part 200, The Grantee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

VIII. Program Costs

- A. The Grantee, if not environmentally exempt, shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Corporation has issued the "Notice of Release of Funds."
- B. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this Agreement is not duly executed by the Grantee, the Corporation shall be under no obligation to pay the Grantee for any costs incurred or monies spent in conjunction with program activities, or to otherwise pay for any activities performed during such period.
- C. At any time during the period of performance under this Agreement, the Corporation may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Corporation shall disallow any items of expense not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.

IX. Drawdown of Grant Funds

- A. The Grantee shall be entitled to drawdown funds at the time the funds are actually needed for payment. Funds are to be drawn for immediate cash needs only, as required in U.S. Department of Treasury Circular 1075. The Grantee shall not issue TBRA to a beneficiary until such time as all project set-up information has been received and entered into the Integrated Disbursement Information System (IDIS).
- B. The Grantee shall establish procedures to ensure that any funds set forth in (A) above shall be expended within fifteen (15) days of receipt of the funds in the electronic depository account.

X. Depositories for Program Funds

- A. The Grantee must establish, or have established, an account in a local financial institution for the receipt, deposit, and disbursement of HOME Program funds.

- B. The local account shall also be used for the deposit and disbursement of repayments of HOME funds. TBRA and security deposit program repayments of HOME funds must be refunded to the Corporation for return to HUD. Program income must be disbursed prior to requesting HOME funds from the Corporation.

XI. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds used in the HOME Program, and follow the requirements of 24 CFR 85.20 and 2 CFR 200, respectively.
- B. Grantees shall certify to the Corporation, in writing, prior to making the first drawdown of funds that the system proposed for use shall meet the following standards:
1. Maintenance of separate accounting records and source documentation for the HOME Program;
 2. Provision for accurate, current, and complete disclosure of the financial status of the Program;
 3. Establishment of records of budgets and expenditures for each approved activity;
 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 5. Provision of financial status reports in the form specified by the Corporation.
 6. Compliance with the Corporation audit requirements (2 CFR 200); and,
 7. Consistency with generally accepted accounting principles or other basis of accounting as specified by the Kansas Department of Administration, if applicable, and 24 CFR 85.20.
- C. Grantees shall transfer to the Corporation any HOME funds on hand at the time of expiration of this Agreement, and any accounts receivable attributable to the use of HOME funds, as required in 24 CFR 92.503.

XII. Program Income

The Grantee shall retain any repayment, interest, and any other return on the investment of HOME funds to be used for additional eligible activities under this Agreement.

XIII. Recordkeeping

The Grantee shall establish and maintain sufficient records for five years to enable the Corporation to determine whether the Grantee has met the requirements of the HOME Program. The Grantee shall follow the guidelines in 24 CFR 92.508.

XIV. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the HOME Program, including those of the contractors and subcontractors, to assure that all program requirements are being met. The Grantee shall establish and maintain a standard procedure for internal monitoring.
- B. The Grantee shall submit quarterly progress reports to the Corporation. The reporting periods consist of **October/November/December, January/February/March, April/May/June, and July/August/September**. *Quarterly Progress Reports* are to be submitted to the Corporation on or before ten (10) days after the end of each quarter (**April 10, July 10, October 10, and January 10**). A *Quarterly Progress Report* shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. A *Grant Completion Report* is required of the Grantee within 60 days of the final payment request.

- C. From time to time, as requested in writing by the Corporation, the Grantee shall submit such data and other information as the Corporation may require.
- D. Failure to report as required or respond to requests for data or information in a timely manner shall be grounds for suspension or termination of the Grant at the discretion of the Corporation.

XV. **Procurement Procedures**

- A. The Grantee shall use established procurement procedures, which reflect applicable State and local law and regulations, and the Corporation's Procedures for the establishment of procurement systems (24 CFR 84.40-84.48).
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.
- C. The Grantee shall abide by the requirements of 24 CFR 24.200 and 2 CFR 200 Appendix II (H) concerning debarment and suspension on procurement procedures.

XVI. **Program Closeout**

- A. Program Closeout is the process by which the Corporation determines that all applicable actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Corporation monitoring visits must be cleared prior to closeout.
- B. Program closeout will occur when all grantee projects are closed, when the *Grant Completion Report* is received within 60 days of the final drawdown, when audits for the appropriate time periods have been conducted, and when the audit reports have been submitted and accepted by the Corporation.

XVII. **Termination for Convenience**

- A. The Corporation or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
- C. If a project is terminated before its completion, an amount equal to the HOME funds disbursed for the project must be paid by the HOME recipient to its HOME Investment Trust Fund. Such Funds are due to the Corporation within 30 days of the date of project cancellation. Such funds shall be returned to HUD by the Corporation in compliance with HUD Notice CPD 92-18, issued June 9, 1992.

XVIII. **Suspension or Termination-for Cause**

- A. The Corporation may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee, withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Corporation to terminate the grant.
- B. The Corporation, after reasonable notice following procedures pursuant to Section XVIII (A) of this Agreement, may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The

Corporation shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date.

XIX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the organization/grant. All audits must be performed by an independent auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) shall be conducted in accordance with the requirements set forth in 2 CFR 200.
 - 1. If the Grantee expends \$750,000 or more of federal awards during the local fiscal year, a single audit is required in accordance with 2 CFR 200.501.
 - 2. If the Grantee expends more than \$25,000 but less than \$750,000 of federal awards during the local fiscal year, the grantee has the option of a single audit, or a program-specific audit conducted on a fiscal year basis, as required in 24 CFR Part 84.26 and 85.26. The program-specific audit must include a schedule of expenditures of federal awards.
- C. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than nine months after the end of the audit period unless agreed to by the Corporation.
- D. If any expenditures are disallowed as a result of an audit, the obligation for reimbursement to the U.S. Treasury shall rest with the Grantee.

XX. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Corporation's Procedures and in accordance with 24 CFR 85.42 and 24 CFR 92.508.
- B. Authorized representatives of the Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and receipt of assistance under the HOME Program as may be necessary to make audits, examinations, excerpts, and transcripts.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXI. Conflict of Interest

- A. In the procurement of supplies, equipment, construction, and services by Grantees and subgrantees, the conflict of interest provisions at 2 CFR 200.112, and 24 CFR 85.36, respectively, shall apply. In all cases not governed by the provisions of said circular and regulation, the provisions of subsection (B) and 24 CFR 92.356 (b) shall apply.
- B. No member of the Governing Body, officers or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Corporation.

- E. The Grantee will disclose any consultants and interested parties and certify that current KHRC employees, for a period up to two years after their employment ends, won't financially gain from the funding received through KHRC.

XXII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by the reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provision to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties. Grantee will conduct and administer the grant in conformity with 24 CFR 92.350.

XXIII. Lobbying

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No appropriated federal funds have been paid, or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Disclosure Form to Report Lobbying* (Standard Form-LLL), in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

XXIV. Waiver of Enforcement

No waiver by the Corporation of the right to enforce any provision of this Agreement shall be deemed a waiver of the right to enforce each and all the provisions hereof.

XXV. Revisions and Amendments and Approvals

- A. Any changes to this Agreement shall constitute an amendment.
- B. The Grantee shall notify the Corporation if, through the use of other funds, there is an intention to expand, enhance, or add to the scope of the program, covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas, or activities of this program. The Corporation reserves the right to require an amendment to this Agreement if such is deemed necessary.
- C. Amendments of the terms of this Agreement shall not become effective unless reduced to writing, numbered, and signed by the Corporation and the duly authorized representative of the Grantee.

XXVI. Contractual Provisions Attachment

The provisions found in Contractual Provisions Attachment, which is attached hereto.

Dated by the Corporation this _____ day of _____, 20____

KANSAS HOUSING RESOURCES CORPORATION

By: _____
Ryan Vincent
Executive Director
Kansas Housing Resources Corporation

Notary Public:
State of Kansas)
) ss.
County of Shawnee)

Subscribed and sworn to before me on this _____ day of _____, 20____

Notary Public

GRANTEE

Pittsburg

By: _____
Signature of Authorizing Official

Dawn McNay, Mayor

Printed Name and Title of Authorizing Official for Grantee

Notary Public:
State of Kansas)
) ss.
County of _____)

Subscribed and sworn to before me on this _____ day of _____, 20____

Notary Public

Attachment A-Description of Activities

Agency: Pittsburgh

Project Description:

City of Pittsburgh will provide security deposits for eligible families in the City of Pittsburgh. Utility deposits will not be provided. The majority of tenants served will fall at or below 60% of the median income. Approximately 206 households will receive security deposit subsidies. Properties will meet HUD's Section 8 Housing Quality Standards. The City of Pittsburgh will comply with lead base paint requirements (24 CFR Part 35) for pre-1978 built structures.

Area to be served:

City of Pittsburgh

Total Grant Amount:

\$100,000

Kansas Housing Resources Corporation

Home Investment Partnerships Program Authorized Signature Designation Form

Pittsburg
Organization Name

P.O. Box 688, Pittsburg, KS 66762
Address

M-19-SG-20-0160
Grant Number

48-6041003
Agency Tax ID Number

October 13, 2020
Date

Authorizing Official Signature
Mayor, City of Pittsburg

dawn.mcnay@pittks.org
e-mail Address

Title

The following person(s) are approved to sign any request or reports submitted to the KHRC relative to the HOME TBRA Program.

1. Quentin Holmes
Print Name

[Signature]
Signature

Director, Community Development & Housing
Title

quentin.holmes@pittks.org
e-mail address

2. Larissa Bowman
Print Name

[Signature]
Signature

Deputy Finance Director
Title

larissa.bowman@pittks.org
e-mail address

3. Megan Keener
Print Name

[Signature]
Signature

Housing Manager
Title

megan.keener@pittks.org
e-mail address

REAL ESTATE SALE CONTRACT

THIS CONTRACT, Made and entered into this date September 22, 2020, by and between

Community National Bank & Trust (hereinafter referred to as the seller),
Please Print Names

AND

The City of Pittsburg, KS (hereinafter referred to as the buyer)
Please Print Names

1st. Witnesseth: That for and in consideration of \$ 92,000.00 seller has sold and agrees to convey as herein provided the following described real estate, together with all improvements thereon, in the County of Crawford, and the State of Kansas

Including address of said property:

525 South Broadway, Pittsburg, KS 66762

Legal Description:

LOTS NUMBERED TWENTY TWO (22), TWENTY THREE (23), TWENTY FOUR (24), AND TWENTY FIVE (25), IN "FIRST SANTA FE ADDITION" TO THE CITY OF PITTSBURG, KANSAS, CRAWFORD COUNTY, ACCORDING TO THE RECORDED PLAT THEREOF.

2nd. Payments are to be made as follows: \$ -0- in the form of Earnest Money at the signing of this contract. (Made Payable: To CRAWFORD COUNTY ABSTRACT INC.)

Buyer and Seller understand that applicable Kansas real estate laws prohibit the Escrow Agent from distributing the Earnest Money deposit, without consent of all parties to this contract. If a dispute arises over disposition of funds or documents deposited with the Escrow Agent, Seller and Buyer agree that any attorney's fees, Court costs and/or other legal expenses incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the earnest money or other funds deposited with the Escrow Agent.

3rd. The Seller agrees to execute a **Warranty Deed** to the above mentioned premises free and clear of all encumbrances whatsoever except, subject to the restriction and easements as set forth in the dedication of the plat of said addition and to special improvement taxes, of record, if any. Taxes for the year 2019 and all prior years shall be paid by Seller. Taxes for 2020 will be prorated as to the date of Closing.

4th. The Seller agrees to provide title insurance, at Sellers expense, showing merchantable title and certified to date by a bonded agent. Any objections to the title shall be specified in writing and the Seller shall have reasonable time to correct at his own expense, any defects as specified in writing by said Buyer.

5th. It is also further agreed that the seller shall maintain Fire and E.C. insurance in an amount of not less than \$ 92,000.00 until transfer of title is completed. If before the delivery of the deed the house or other major improvements situated on said property are destroyed or substantially damaged by fire, windstorm, lightning or other casualty, without fault of Buyer, the Buyer shall in such event have the option of enforcing this contract by accepting insurance settlement not to exceed amount of purchase price for such damage, or of canceling this contract by written notice to the Seller within ten (10) days after such casualty.

6th. It is further agreed that the deed and contract shall be promptly executed and held by the escrow agent, and that possession of the premises shall be delivered to the buyer or his agent on or before at Closing. The entire transaction shall be closed on or before October 30, 2020.

7th. This contract and deed shall be deposited with the Crawford County Abstract Company, Inc. and are not to be delivered to either party until the covenants and agreements herein are fully complied with by both parties at which time said escrow agent is hereby authorized to deliver deed to Buyer.

8th. Time is in the Essence of the Agreement. The Seller and Buyer further agree as follows:

Property is being sold/purchased in its current condition: Inspections are up to the Buyer to Perform and pay for. Inspections should be completed By September 30, 2020, Buyer and Seller Agree that the closing of the transaction shall constitute satisfaction or waiver of all inspections.


If this contract is canceled, the N/A will pay a **\$200.00** cancellation fee for the title insurance.

Buyer Agrees to pay for: Closing Fee and any Bank related fees, if any, and the Cost of Contract

Seller Agrees to pay for: Deed, Owners Title Policy.

IN WITNESS WHEREOF, said parties hereunto subscribe their names. Executed in duplicate.

Seller:


Community National Bank & Trust
Tony R. Stonerock, President

Phone Number: 620-724-4446

Buyer:

The City of Pittsburg
Dawn McNay, Mayor

Phone Number: 620-231-4100

Additional Terms to the Contract:

PROPERTY IS BEING SOLD "AS IS"

**AFFIDAVIT OF UNDERSTANDING AND INDEMNITY AND HOLD HARMLESS AGREEMENT DUE TO
CORONAVIRUS PANDEMIC**

Property: _____

Date of Closing: _____

Seller(s): _____

Buyer(s): _____

File No(s): _____

Commitment: _____

In response to the outbreak of the Coronavirus and the declared state of emergency at the national, state and local level, Courts and governmental offices, have been closed or have had access significantly limited. As a result, the processing and recording of deeds and other title documents in some jurisdictions as been, and will be, impacted. Fidelity National Financial will continue to insure title for purchasers and lenders for transactions up to \$_____ but not to include construction loans, through the ultimate recording date of the deed, deed of trust or other insured title document, neither Fidelity National Financial nor its title agents can provide any estimate as to the date of recordation of such title documents in the land records.

NOW THEREFORE, as a result of the aforementioned closures and access restrictions and as an inducement to Realty, Inc. (hereafter "Title Agent") to conduct settlement and to Fidelity National Financial to issue policy or policies of title insurance, the undersigned agree as follows:

Seller (s) certify:

- (a) There are no unrecorded and/or outstanding leases, contracts, options, agreements, trusts or other inchoate rights, interests affecting the Property which have not been disclosed to Fidelity National Financial or its agent in writing.
- (b) All labor and materials used in construction or improvements, repairs or modifications to the Property have been paid for and there are now no unpaid bills for labor or material against the improvements or Property. The Sellers have received no notice of any mechanic liens claim.
- (c) There are no unrecorded liens or encumbrances affecting the Property, which are not being paid or adjusted as part of the current transaction.
- (d) Sellers have received no written notice of a proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body. Sellers have no knowledge or notice that work has been or will be performed by any governmental body including but not limited to the installation of water or sewer lines or other utilities or for improvements such as paving or repaving of street or alleys or the installation of curbs and sidewalks.

- (e) Sellers agree to neither allow, nor take any action, following settlement that may result in a lien, encumbrance or other objectionable matter of title being placed against the Property. In the event any lien, encumbrance or objectionable matter of title arises or occurs between the date of settlement and the date of the recording of the deed or other title document, Sellers agree to immediately take action to clear and discharge the same and further agree to hold harmless and indemnify Title Agent and Fidelity National Financial against all expenses, costs and attorney's fees which may arise out of Sellers failure to so remove bond, otherwise dispose of any such liens, encumbrances or objectionable matters of title to the satisfaction of Fidelity National Financial.

Buyer(s) understand and agree:

- (a) Neither Title Agent nor Fidelity National Financial can provide an estimate as to the date or recordation of the deed or other title documents in the Land Records.
- (b) Among other things Buyers may not be able to refinance or sell the Property, obtain building permits, or demonstrate recorded ownership of and legal title to, the Property until the date that the deed or title document is recorded in the Land Records.

The undersigned solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this Affidavit are true and that this Affidavit is executed in the order to induce the Title Agent to make and complete the settlement on the Property and to induce Fidelity National Financial to issue its policy or policies of title insurance, insuring title to the Property.

Sellers:

Signature

Print

Buyers:

Signature

Print

SUBSCRIBED, SWORN TO, and acknowledged before me this _____ day of _____, 2020.

NOTARY PUBLIC

MY Commission Expires:

AGENT: _____

TITLE NO. _____

PROPERTY ADDRESS: _____

INDEMNITY & UNDERTAKING AGREEMENT (GAP)

WHEREAS, Fidelity National Title Insurance Company ("Issuing Company" or "Company") is about to issue its title insurance policy or policies or commitments therefor in respect to the land described in Commitment/Policy No. _____ in favor of _____, its successors and/or assigns, all hereinafter referred to as the "Title Insurance Policy";

AND WHEREAS, the Company has raised as title exceptions on the Title Insurance Commitment certain defects or other matters, hereinafter referred to as the "Exception", more particularly described as follows:

Defects, liens, encumbrances, adverse claims or other matters created, first appearing in the public records or attaching subsequent to the Effective Date of the above-referenced Title Insurance Commitment but prior to recording the deed, mortgage or other instruments under which the Proposed Insured acquires the estate or interest covered by the Title Insurance Commitment.

AND WHEREAS, the Company has been asked to issue the Title Insurance Policy either without mention of the Exception or insuring against loss or damage by reason thereof;

AND WHEREAS, the Company may issue, either concurrently herewith or hereafter in the ordinary course of business, another policy or policies, in the form or forms now or then commonly used by the Company, or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies or commitments, insuring title to said land or to some parts thereof or interest therein, either without mention of the Exception or insuring against loss or damage by reason thereof, all of the foregoing being hereinafter referred to as the Future Policies or Commitments;

NOW THEREFORE, in consideration of the issuance of the Title Insurance Policy and the payment of \$1.00 to the undersigned by the Company, the sufficiency and receipt of which is hereby acknowledged, the undersigned, hereby covenants and agrees with the Company:

1. to forever fully protect, defend and save the Company harmless from and against the Exception, in and from any and all actual loss, costs, damages, attorneys' fees and expenses of every kind and nature which it may suffer, expend or incur, or by reason, or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the Exception only, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may at any time be claimed to exist under, or by reason, or in consequence, or growing out of the Exception;
2. to provide for the defense, at its own expense, on behalf and for the protection of the Company and the parties insured or who may become insured, against loss or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based solely on the Exception which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the land described in the Title Insurance Policy or any part thereof, or interest therein;

INDEMNITY & UNDERTAKING

(GAP)

(Page 2 of 2)


3. to pay, discharge, satisfy or remove the Exception and, when the Exception appears as a matter of public record, to clear the record by the recording or filing of releases, assignments, deeds or other appropriate instruments, or by the procurement of a final court order or judgment entered by a court of competent jurisdiction quieting the title of the Insured, or declaring the Exception to be null and void and of no force and effect, on or before 30 DAYS AFTER RECEIPT OF DEMAND FROM THE COMPANY, and
4. that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

The undersigned agrees that this Agreement is not intended to give any benefits, rights, privileges, actions or remedies to any person or party, other than the Company, the undersigned, and the Insured, as a third party beneficiary or otherwise under any theory of law.

The undersigned hereby agrees that in lieu of an original written signature the facsimile or the electronically transmitted signature on this document will constitute a valid original signature to this document and can be relied upon for enforcement purposes.

IN WITNESS WHEREOF, the parties have executed this agreement this 22nd day of September, 2020.

Seller:



Buyer:

VENDOR SET: 99 City of Pittsburg, KS

BANK: * ALL BANKS

DATE RANGE: 9/16/2020 THRU 10/06/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	9/25/2020			187694		
C-CHECK	VOID CHECK	V	9/25/2020			187695		
C-CHECK	VOID CHECK	V	9/25/2020			187696		
C-CHECK	VOID CHECK	V	9/25/2020			187697		
C-CHECK	VOID CHECK	V	9/25/2020			187698		
C-CHECK	VOID CHECK	V	9/25/2020			187699		
C-CHECK	VOID CHECK	V	9/25/2020			187700		

* * T O T A L S * *

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0.00	0.00	0.00
HAND CHECKS:	0.00	0.00	0.00
DRAFTS:	0.00	0.00	0.00
EFT:	0.00	0.00	0.00
NON CHECKS:	0.00	0.00	0.00
VOID CHECKS:	7 VOID DEBITS 0.00		
	VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		7	0.00	0.00	0.00
BANK:	TOTALS:	7	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/16/2020 THRU 10/06/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	10/05/2020			000000		1,538.20
0224	KDOR	D	10/06/2020			000000		9,109.96
0321	KP&F	D	9/18/2020			000000		43,754.38
0321	KP&F	D	10/02/2020			000000		44,124.07
0728	ICMA	D	9/18/2020			000000		550.00
0728	ICMA	D	10/02/2020			000000		550.00
1050	KPERS	D	9/18/2020			000000		40,494.73
1050	KPERS	D	10/02/2020			000000		38,949.13
3079	COMMERCE BANK	D	9/25/2020			000000		31,823.16
4520	ETS CORPORATION	D	10/02/2020			000000		10,792.89
5904	TASC	D	9/18/2020			000000		6,634.13
5904	TASC	D	10/02/2020			000000		6,692.71
6415	GREAT WEST TANDEM KPERS 457	D	9/18/2020			000000		4,686.50
6415	GREAT WEST TANDEM KPERS 457	D	10/02/2020			000000		4,686.50
6952	ADP INC	D	9/18/2020			000000		6,250.50
7290	DELTA DENTAL OF KANSAS INC	D	9/18/2020			000000		1,660.60
7290	DELTA DENTAL OF KANSAS INC	D	9/25/2020			000000		1,256.60
7290	DELTA DENTAL OF KANSAS INC	D	10/02/2020			000000		1,604.15
7877	TRUSTMARK HEALTH BENEFITS INC	D	9/17/2020			000000		42,879.44
7877	TRUSTMARK HEALTH BENEFITS INC	D	9/24/2020			000000		37,395.36
7877	TRUSTMARK HEALTH BENEFITS INC	D	10/01/2020			000000		18,169.33
8051	AFLAC GROUP INSURANCE	D	9/22/2020			000000		2,766.92

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8205	MRI SOFTWARE LLC	E	9/21/2020			009335		435.00
0046	ETTINGERS OFFICE SUPPLY	E	9/21/2020			009336		123.02
0055	JOHN'S SPORT CENTER, INC.	E	9/21/2020			009337		299.99
0105	PITTSBURG AUTOMOTIVE	E	9/21/2020			009338		266.41
0112	MARRONES INC	E	9/21/2020			009339		34.35
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	9/21/2020			009340		2,712.39
0133	JIM RADELL CONSTRUCTION COMPAN	E	9/21/2020			009341		22,000.00
0142	HECKERT CONSTRUCTION CO INC	E	9/21/2020			009342		8,391.18
0294	COPY PRODUCTS, INC.	E	9/21/2020			009343		137.08
0335	CUSTOM AWARDS, LLC	E	9/21/2020			009344		79.57
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	9/21/2020			009345		1,175.00
0577	KANSAS GAS SERVICE	E	9/21/2020			009346		523.41
0746	CDL ELECTRIC COMPANY INC	E	9/21/2020			009347		4,559.15
2005	GALLS PARENT HOLDINGS, LLC	E	9/21/2020			009348		184.39
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	9/21/2020			009349		211.99
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	9/21/2020			009350		133.33
2707	THE LAWNSCAPE COMPANY, INC.	E	9/21/2020			009351		895.00
2825	STATE OF KANSAS	E	9/21/2020			009352		461.67
3668	MID AMERICA PROPERTIES OF PITT	E	9/21/2020			009353		1,550.00
4054	MICHAEL A SMITH	E	9/21/2020			009354		1,478.67
4452	RYAN INSURANCE, LLC	E	9/21/2020			009355		1,161.00
5482	JUSTIN HART	E	9/21/2020			009356		60.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5855	STERICYCLE, INC.	E	9/21/2020			009357		96.48
6298	L. KEVAN SCHUPBACH	E	9/21/2020			009358		1,700.00
7038	SIGNET COFFEE ROASTERS	E	9/21/2020			009359		86.25
7239	JERRY MILLER	E	9/21/2020			009360		400.00
7284	TRANSYSTEMS CORPORATION	E	9/21/2020			009361		30,100.00
7959	ALL ABOARD FOUNDATION	E	9/21/2020			009362		2,522.33
8187	EXELON CORPORATION	E	9/21/2020			009363		298.31
8246	BETHANY ANN BROOKS	E	9/21/2020			009364		471.00
8276	CASEY BAKER	E	9/21/2020			009365		720.00
6528	GALE GROUP/CENGAGE	E	9/28/2020			009366		207.92
8202	PETROLEUM TRADERS CORPORATION	E	9/28/2020			009367		12,550.72
8236	NORTHGATE ASSOCIATES LLC	E	9/28/2020			009368		4,436.40
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	9/28/2020			009369		357.00
0046	ETTINGERS OFFICE SUPPLY	E	9/28/2020			009370		210.01
0055	JOHN'S SPORT CENTER, INC.	E	9/28/2020			009371		145.00
0105	PITTSBURG AUTOMOTIVE	E	9/28/2020			009372		723.95
0112	MARRONES INC	E	9/28/2020			009373		202.26
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	9/28/2020			009374		133.84
0133	JIM RADELL CONSTRUCTION COMPAN	E	9/28/2020			009375		5,333.10
0135	PITTSBURG AREA CHAMBER OF COMM	E	9/28/2020			009376		4,250.00
0142	HECKERT CONSTRUCTION CO INC	E	9/28/2020			009377		66,381.80
0181	INGRAM LIBRARY SERVICES	E	9/28/2020			009378		24.56

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/16/2020 THRU 10/06/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0294	COPY PRODUCTS, INC.	E	9/28/2020			009379		1,390.25
0345	THE VICTOR L PHILLIPS CO	E	9/28/2020			009380		785.95
0438	PAUL KEYS	E	9/28/2020			009381		661.00
0577	KANSAS GAS SERVICE	E	9/28/2020			009382		1,178.72
0597	CORNEJO & SONS LLC	E	9/28/2020			009383		1,129.47
0746	CDL ELECTRIC COMPANY INC	E	9/28/2020			009384		594.49
0866	AVFUEL CORPORATION	E	9/28/2020			009385		35,669.69
1075	COASTAL ENERGY CORP	E	9/28/2020			009386		1,657.60
1299	STRUKELE ELECTRIC INC	E	9/28/2020			009387		465.00
1478	KANSASLAND TIRE #1828	E	9/28/2020			009388		1,230.57
1792	B&L WATERWORKS SUPPLY, LLC	E	9/28/2020			009389		3,077.63
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	9/28/2020			009390		254.91
4085	GILMORE & BELL	E	9/28/2020			009391		5,893.55
5770	KANSAS CITY FREIGHTLINER SALES	E	9/28/2020			009392		644.30
6175	HENRY C MENGHINI	E	9/28/2020			009393		1,500.00
6524	ELLIOTT EQUIPMENT COMPANY	E	9/28/2020			009394		913.26
6595	AMAZON.COM, INC	E	9/28/2020			009395		15,492.77
6851	SCHULTE SUPPLY INC	E	9/28/2020			009396		79.95
6916	STILWELL HERITAGE & EDUCATIONA	E	9/28/2020			009397		35.00
7028	MATTHEW L. FRYE	E	9/28/2020			009398		400.00
7377	US AWARDS INC	E	9/28/2020			009399		900.00
7943	PITT STEEL LLC	E	9/28/2020			009400		560.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8080	SUNNYVALE INVESTMENT PROPERTIE	E	9/28/2020			009401		788.33
8211	UMB BANK N.A.	E	9/28/2020			009402		62,496.24
5644	FRED SPIGARELLI, P.A.	E	10/05/2020			009508		1,000.00
8241	CLARENCE L. GARMAN	E	10/05/2020			009509		40.00
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	10/05/2020			009510		30.00
0044	CRESTWOOD COUNTRY CLUB	E	10/05/2020			009511		367.37
0046	ETTINGERS OFFICE SUPPLY	E	10/05/2020			009512		73.98
0054	JOPLIN SUPPLY COMPANY	E	10/05/2020			009513		454.93
0055	JOHN'S SPORT CENTER, INC.	E	10/05/2020			009514		150.00
0105	PITTSBURG AUTOMOTIVE	E	10/05/2020			009515		410.66
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	10/05/2020			009516		172.50
0133	JIM RADELL CONSTRUCTION COMPAN	E	10/05/2020			009517		1,450.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	10/05/2020			009518		21,400.00
0142	HECKERT CONSTRUCTION CO INC	E	10/05/2020			009519		10,585.52
0276	JOE SMITH COMPANY, INC.	E	10/05/2020			009520		267.57
0312	HACH COMPANY, INC	E	10/05/2020			009521		342.15
0317	KUNSHEK CHAT & COAL CO, INC.	E	10/05/2020			009522		12.50
0335	CUSTOM AWARDS, LLC	E	10/05/2020			009523		99.42
0345	THE VICTOR L PHILLIPS CO	E	10/05/2020			009524		498.96
0438	PAUL KEYS	E	10/05/2020			009525		81.75
1478	KANSASLAND TIRE #1828	E	10/05/2020			009526		148.00
1792	B&L WATERWORKS SUPPLY, LLC	E	10/05/2020			009527		3,846.35

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/16/2020 THRU 10/06/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	10/05/2020			009528		2,612.83
2433	GATEHOUSE MEDIA KANSAS HOLDING	E	10/05/2020			009529		164.57
2960	PACE ANALYTICAL SERVICES LLC	E	10/05/2020			009530		1,940.00
3668	MID AMERICA PROPERTIES OF PITT	E	10/05/2020			009531		38.00
4621	JCI INDUSTRIES INC	E	10/05/2020			009532		1,096.30
5014	MID-AMERICA SANITATION INC.	E	10/05/2020			009533		60.00
5049	CRH COFFEE INC	E	10/05/2020			009534		42.90
5420	AQUIONICS INC	E	10/05/2020			009535		1,053.70
5506	MICHAEL E BROWN	E	10/05/2020			009536		70.00
5648	JASON WISKE	E	10/05/2020			009537		1,000.00
6524	ELLIOTT EQUIPMENT COMPANY	E	10/05/2020			009538		2,057.25
6577	GREENSPRO INC	E	10/05/2020			009539		600.00
6916	STILWELL HERITAGE & EDUCATIONA	E	10/05/2020			009540		558.00
7162	TIMOTHY JOSEPH ANDERSON	E	10/05/2020			009541		52.00
7283	TRUSTMARK HEALTH BENEFITS INC	E	10/05/2020			009542		37,802.58
7407	LIMELIGHT MARKETING LLC	E	10/05/2020			009543		500.00
7427	OLSSON INC	E	10/05/2020			009544		462.00
7559	MEGAN LYNN MUNGER	E	10/05/2020			009545		165.00
7620	POMP'S TIRE SERVICE INC	E	10/05/2020			009546		878.48
7654	A & R RENTALS, LLC	E	10/05/2020			009547		15.00
7667	BRENT'S ELECTRIC, LLC	E	10/05/2020			009548		2,023.43
7733	TROY GRAHAM	E	10/05/2020			009549		125.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/16/2020 THRU 10/06/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7735	ELIZABETH KING	E	10/05/2020			009550		288.00
7744	DARREN L SWARTZ	E	10/05/2020			009551		180.00
7749	CHARLIE PHILLIPS	E	10/05/2020			009552		113.00
7751	MATTHEW DEMOSS	E	10/05/2020			009553		237.00
7959	ALL ABOARD FOUNDATION	E	10/05/2020			009554		2,522.33
8147	CHEM-AQUA, INC.	E	10/05/2020			009555		395.00
8200	PLUNKETT'S PEST CONTROL INC	E	10/05/2020			009556		1,074.00
8246	BETHANY ANN BROOKS	E	10/05/2020			009557		488.00
8281	SOUTHERN B EVENTS LLC	E	10/05/2020			009558		340.00
8309	MISSISSIPPI LIME COMPANY	E	10/05/2020			009559		13,170.07
6175	HENRY C MENGHINI	E	10/05/2020			009560		1,505.50
6154	4 STATE MAINTENANCE SUPPLY INC	R	9/18/2020			187641		60.92
7856	BARDAVON HEALTH INNOVATIONS, L	R	9/18/2020			187642		300.00
1616	CITY OF PITTSBURG	R	9/18/2020			187643		100.00
4263	COX COMMUNICATIONS KANSAS LLC	R	9/18/2020			187644		28.89
5857	CREATIVE PRODUCT SOURCING INC	R	9/18/2020			187645		672.48
8165	VANESSA DE LUNA	R	9/18/2020			187646		25.00
8300	EMPIRE SCBA & SUPPLIES, INC.	R	9/18/2020			187647		490.00
1108	EVERGY KANSAS CENTRAL INC	R	9/18/2020			187648		2,441.03
6358	FIREX, INC.	R	9/18/2020			187649		57.50
5941	K-STATE RESEARCH & EXTENSION	R	9/18/2020			187650		305.00
2877	KDHE - BUREAU OF WATER	R	9/18/2020			187651		20.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/16/2020 THRU 10/06/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2877	KDHE - BUREAU OF WATER	R	9/18/2020			187652		20.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	9/18/2020			187653		381.92
8208	MICHAEL JOHNSON	R	9/18/2020			187654		80.00
7480	RODGER PETRAIT	R	9/18/2020			187655		140.00
7030	PRAETORIAN GROUP, INC	R	9/18/2020			187656		3,068.00
7167	QUADIENT LEASING USA INC	R	9/18/2020			187657		345.93
8103	ANDY ROBERTS	R	9/18/2020			187658		9.00
8089	JORAN STOUT-MITCHELL	R	9/18/2020			187659		120.00
7808	TYLER BUSINESS FORMS	R	9/18/2020			187660		362.04
7442	UNIFIED SCHOOL DISTRICT #250-C	R	9/18/2020			187661		200.00
2350	WCA WASTE SYSTEMS INC	R	9/18/2020			187662		450.39
6832	WICHITA STATE UNIVERSITY	R	9/18/2020			187663		475.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	9/25/2020			187665		132.42
5561	AT&T MOBILITY	R	9/25/2020			187666		131.20
8278	GERSON BOCANEGRA	R	9/25/2020			187667		25.00
8305	DENNIS D. BROOKS	R	9/25/2020			187668		1,235.00
6545	CENTER POINT INC	R	9/25/2020			187669		74.01
8264	ERNEST V. CHARLES	R	9/25/2020			187670		120.00
8296	ANDREW CHERRY	R	9/25/2020			187671		80.00
8229	CHRISTIAN SHARP	R	9/25/2020			187672		160.00
5283	CLASS LTD	R	9/25/2020			187673		60.00
6865	MICHAEL S COLE	R	9/25/2020			187674		120.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8019	CORNERSTONE REGIONAL SURVEYING	R	9/25/2020			187675		900.00
1	DAVIED, PAULINE	R	9/25/2020			187676		70.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	9/25/2020			187677		224.17
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	9/25/2020			187678		41.76
7414	KANSAS GAS SERVICE (ESG)	R	9/25/2020			187679		478.41
7601	MEYER LAW FIRM, LLC	R	9/25/2020			187680		108.00
6942	MULBERRY LIMESTONE QUARRY	R	9/25/2020			187681		688.77
7392	ASSURECO RISK MANAGEMENT & REG	R	9/25/2020			187682		350.00
8285	RICKY PRIGG	R	9/25/2020			187683		140.00
6948	RANGE SERVANT AMERICA, INC	R	9/25/2020			187684		235.38
0175	REGISTER OF DEEDS	R	9/25/2020			187685		21.00
0175	REGISTER OF DEEDS	R	9/25/2020			187686		21.00
0175	REGISTER OF DEEDS	R	9/25/2020			187687		21.00
8304	CONNOR SCHLEGEL	R	9/25/2020			187688		140.00
7270	SECURITY 1ST TITLE, LLC	R	9/25/2020			187689		765.00
7892	KIRSTEN STEINLE	R	9/25/2020			187690		105.00
8289	TREY TINDELL	R	9/25/2020			187691		160.00
8303	ALEXANDRA VANZANT	R	9/25/2020			187692		105.00
5589	CELLCO PARTNERSHIP	R	9/25/2020			187693		20,490.49
8262	DEVIN WALSH	R	9/25/2020			187701		128.00
6832	WICHITA STATE UNIVERSITY	R	9/25/2020			187702		190.00
8264	ERNEST V. CHARLES	R	9/25/2020			187703		60.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 9/16/2020 THRU 10/06/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8208	MICHAEL JOHNSON	R	9/25/2020			187704		80.00
7480	RODGER PETRAIT	R	9/25/2020			187705		80.00
8089	JORAN STOUT-MITCHELL	R	9/25/2020			187706		120.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	10/02/2020			187717		300.42
8124	BATTERY OUTFITTERS INC	R	10/02/2020			187718		80.62
8278	GERSON BOCANEGRA	R	10/02/2020			187719		25.00
0146	CHAPMAN'S LOCKSMITHING	R	10/02/2020			187720		103.50
8264	ERNEST V. CHARLES	R	10/02/2020			187721		190.00
8229	CHRISTIAN SHARP	R	10/02/2020			187722		20.00
1616	CITY OF PITTSBURG	R	10/02/2020			187723		100.00
6865	MICHAEL S COLE	R	10/02/2020			187724		70.00
0500	S SCOTT CRAIN	R	10/02/2020			187725		610.00
8306	ENCOMPASS RESOLUTION LLC	R	10/02/2020			187726		16,110.84
1108	EVERGY KANSAS CENTRAL INC	R	10/02/2020			187727		111.88
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	10/02/2020			187728		771.18
0033	LOU'S GLOVES	R	10/02/2020			187729		274.00
8288	CHRISANA MAURER	R	10/02/2020			187730		70.00
7904	MICHELLE MCCLURE	R	10/02/2020			187731		96.00
7697	MARTIN MEDINA	R	10/02/2020			187732		605.00
8208	MICHAEL JOHNSON	R	10/02/2020			187733		80.00
8257	PETER DAVID WEIKEL	R	10/02/2020			187734		147.00
8252	PERRY SUMMY	R	10/02/2020			187735		52.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8206	LINDE INC	R	10/02/2020			187736		2,380.00
8285	RICKY PRIGG	R	10/02/2020			187737		80.00
0175	REGISTER OF DEEDS	R	10/02/2020			187738		21.00
8103	ANDY ROBERTS	R	10/02/2020			187739		118.00
8308	BRENDAN SCHMIDT	R	10/02/2020			187740		35.00
7270	SECURITY 1ST TITLE, LLC	R	10/02/2020			187741		425.00
8307	JERRY SPRY	R	10/02/2020			187742		80.00
8201	ROGER CLEVELAND GOLF COMPANY I	R	10/02/2020			187743		176.13
6730	DJB INVESTMENTS, LLC	R	10/02/2020			187744		2,287.50
8089	JORAN STOUT-MITCHELL	R	10/02/2020			187745		204.00
8289	TREY TINDELL	R	10/02/2020			187746		60.00
7881	LOGAN VANBECELAERE	R	10/02/2020			187747		80.00
5589	CELLCO PARTNERSHIP	R	10/02/2020			187748		232.28
1	WATSON, CHRISTINA	R	10/02/2020			187749		125.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	91	64,135.06	0.00	64,135.06
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	22	356,369.26	0.00	356,369.26
EFT:	121	431,083.81	0.00	431,083.81
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:	234	851,588.13	0.00	851,588.13
BANK: 80144 TOTALS:	234	851,588.13	0.00	851,588.13
REPORT TOTALS:	234	851,588.13	0.00	851,588.13

Passed and approved this 13th day of October, 2020.

Dawn McNay, Mayor

ATTEST:

Tammy Nagel, City Clerk







Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: October 7, 2020

SUBJECT: October 13, 2020 Agenda Item
E & J Investments (Renu Medical & Spa) development

On January 15, 2020, the Pittsburgh City Commission approved utilizing up to \$20,000 in Revolving Loan Fund (RLF) monies to extend utilities to the site of the new, \$1.2 million Renu Medical & Spa facility owned by E & J Investments (Dr. Jacqueline Youtsos). As work on the development progressed, the City amended its original plan/route for utility extension to avoid closure of Centennial Drive and to facilitate future commercial growth of the area north of the new Renu facility. This resulted in \$36,779.98 in additional costs, but resulted in minimal disruption to the surrounding homes and businesses, while priming the area for future growth.

The Economic Development Advisory Committee (EDAC) discussed this at its October 7, 2020, meeting and felt the additional amount was an appropriate use of RLF monies as it supported new business development. The EDAC then formally recommended providing an additional \$36,779.98 in RLF assistance to support this project.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 13, 2020. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: October 7, 2020

SUBJECT: October 13, 2020 Agenda Item
Turnkey Development reimbursement schedule

On July 14, 2020, the Pittsburgh City Commission approved an incentive package to support the \$5.2 million Creekside East housing development. The City's incentive package is valued at \$356,000 and is to be used to construct the roadway into the development.

The original agreement called for Turnkey Developers, LLC, to fund the upfront cost, then to be reimbursed for half upon completion of the infrastructure improvements, with the second half being reimbursed upon completion of phase I. Turnkey Developers, at the request of their lending partner, has requested a slight change in the reimbursement schedule. Turnkey will still cover the initial cost of the road construction and would receive the first half reimbursement upon completion of the road, but has requested to receive their second half reimbursement after 10 new homes are built.

The Economic Development Advisory Committee (EDAC) considered this request at its October 7, 2020, meeting and felt that the Turnkey request was appropriate, given that the construction of 10 new homes would show significant progress. The EDAC then voted to recommend amending the reimbursement schedule.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 13, 2020. Action being requested is approval or denial of the EDAC recommendation to amend the reimbursement schedule and, if approved, authorize the Mayor to sign the appropriate documents.

September 22, 2020

Mr. Darren Hall
City Manager
Pittsburg, Kansas 66762

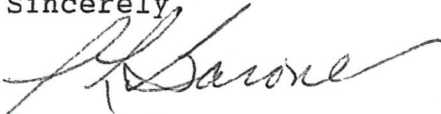
Dear Mr. Hall,

I hereby request the City of Pittsburg annex approximately nine (9) acres that we own on South Rouse. The Legal is attached.

The Land is situated on the east side of Rouse and south of Pennicle Point Subdivision.

Thank you for your consideration of this matter. Call me if you have questions: 620-235-9704.

Sincerely,

A handwritten signature in cursive script, appearing to read "J. Barone", written in dark ink.

James L. Barone
Barone Ventures, LLC
611 West Leighton Street
Frontenac, Kansas 66763

American Land Title Association

ALTA Settlement Statement - Borrower/Buyer
Adopted 05-01-2015

File No./Escrow No.: 2353438

Print Date & Time: 03/26/20 2:39 PM

Officer/Escrow Officer: Shannon
Brutchin

Settlement Location:

Security 1st Title, LLC

902 South Broadway

Pittsburg, KS 66762

Security 1st Title, LLC-

ALTA Universal ID: 1147380

902 South Broadway

Pittsburg, KS 66762

Loan Type:

☐ Conventional ☐ FHA ☐ VA

☐ _____



Security 1st Title

Property Address:

04-31-25, Acres 8.4, N1/2, NW1/4, SW1/4, Less N. 372.1' of the 6th PM, Crawford
County, KS
O S. Rouse
Pittsburg, KS 66762

Borrower:

Barone Ventures, L.L.C., a Kansas limited liability company

Seller:

Hilma M. Hoffman Estate

Lender:

Loan Number:

Settlement Date:

03/27/2020

Disbursement Date:

03/27/2020

Additional dates per state
requirements:

None

THE CITY OF PITTSBURG, KANSAS
RESOLUTION NO. 1238

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY

WHEREAS, K.S.A. 12-5241 et seq. (the "Act") authorizes any city incorporated in accordance with the laws of the state of Kansas (the "State") with a population of less than 40,000 located in a county with a population of less than 60,000 to designate rural housing incentive districts; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary Commerce of the State (the "Secretary") requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS if the Secretary agrees with such finding, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the City of Pittsburg, Kansas (the "City") has an estimated population of approximately 20,394, is located in Crawford County, which has an estimated population of 39,290, and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated July 18, 2014, as well as updates dated October, 2015, and June 2018 all of which are on file in the office of the City Clerk; and

WHEREAS, based on the Housing Needs Analysis, the Governing Body of the City proposes to commence proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act.

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

Section 1. The Governing Body hereby adopts and incorporates by this reference as part of this Resolution the Housing Needs Analysis and its updates, copies of which is on file in the office of the City Clerk, and based on a review of said Housing Needs Analysis and updates makes the following findings and determinations.

Section 2. The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers; and

Section 3. The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in such city; and

Section 4. The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City; and

Section 5. The Governing Body finds and determines that the future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Section 6. Based on the findings and determinations contained in Sections 2 through 5 of this Resolution, the Governing Body proposes to establish a Rural Housing Incentive District pursuant to the Act, within boundaries of the real estate legally described in Exhibit A-1 through A-14 attached hereto (the "District").

Section 7. The City Clerk is hereby directed to publish this Resolution one time in the official City newspaper, and to send a certified copy of this Resolution to the Secretary of Commerce for the state of Kansas for the Secretary's review and approval.

Section 8. This Resolution shall take effect after its adoption and publication once in the official City newspaper.

APPROVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, THIS 13th DAY OF OCTOBER, 2020.

APPROVED: _____
MAYOR

ATTEST: _____

THE CITY OF PITTSBURG, KANSAS

Legal Descriptions for A1-A14 RHID

A1

PINNACLE POINT LOTS 20-35

A2

PINNACLE POINT LOTS 39-53

A3

S33, T30, R25, Acres 27.7, SW $\frac{1}{4}$ SE $\frac{1}{4}$ AND PT SE $\frac{1}{4}$ SE $\frac{1}{4}$, LYG W CRK, LESS W825' SW $\frac{1}{4}$ SE $\frac{1}{4}$ LESS ROW

A4

S33, T30, R25, ACRES 23.6, W825' SW $\frac{1}{4}$ SE $\frac{1}{4}$, LESS ROW

A5

S21, T30, R25, ACRES 27.9, NW $\frac{1}{4}$ NE $\frac{1}{4}$, LESS WILLIAMS ADD, LESS W 542.97' OF N 868.64', LESS ROW.

A6

S21, T30, R25, ACRES 10.6, BEG 532.52' W AND 30' S NE COR NE $\frac{1}{4}$, TH S 824, W 161.66, S 5, W 375, N 829(S), E 536.66, TO POB.

A7

S28, T30, R25, ACRES 10.6, W 417.3' OF S 121.08' SW $\frac{1}{4}$ NE $\frac{1}{4}$ AND W 417.3' OF N 973' NW $\frac{1}{4}$ SE $\frac{1}{4}$.

A8

S28, T30, R25, ACRES 26, BEG 868.7'(S) S AND 50' W NE COR SE $\frac{1}{4}$, TH SLY 180(S), SWLY ON CURVE 100(S), SWLY 540(S), NWLY 391.92, NLY 453, NWLY N 954(S), E 675(S), S 660(S), E 451(S), S 208.7(S), E 158, TO POB

A9

S05, T31, R25, ACRES 22.5, E1/2 NW1/4 SE1/4 & BEG NW COR NE1/4 SE1/4, TH E 223.49' (S), S 1317' (S), W 207.62' (S), N 1316.48' (S) TO POB, LESS BEG 32 4.53' W SE COR NW1/4 SE1/4, TH N 278.51', W 156.41', S 278.51', E 156.41' TO POB

A10

S04, T31, R25, ACRES 29.7, BEG 1229.53' E & 40' S NW COR NW1/4, TH NELY 19.82, E 903.49, SELY ALG W ROW KCS RR 1465(S), W 1060(S), N 498.92, NWLY 279. 93, SWLY 170.65, W 231.84, N 745(S), TO POB.

A11

KELLY ESTATES, ACRES 6.4, LT 3, LESS BEG SW COR LT 3, TH N 391.54, E 273.45, SELY 393.22, W 303.33, TO POB.

A12

KELLY ESTATES, ACRES 6.1, LT 1, LESS BEG NW COR LT 1, TH S 224.91, E 55.8, NWLY 236, W LY ALONG CURVE 30.77, TO POB.

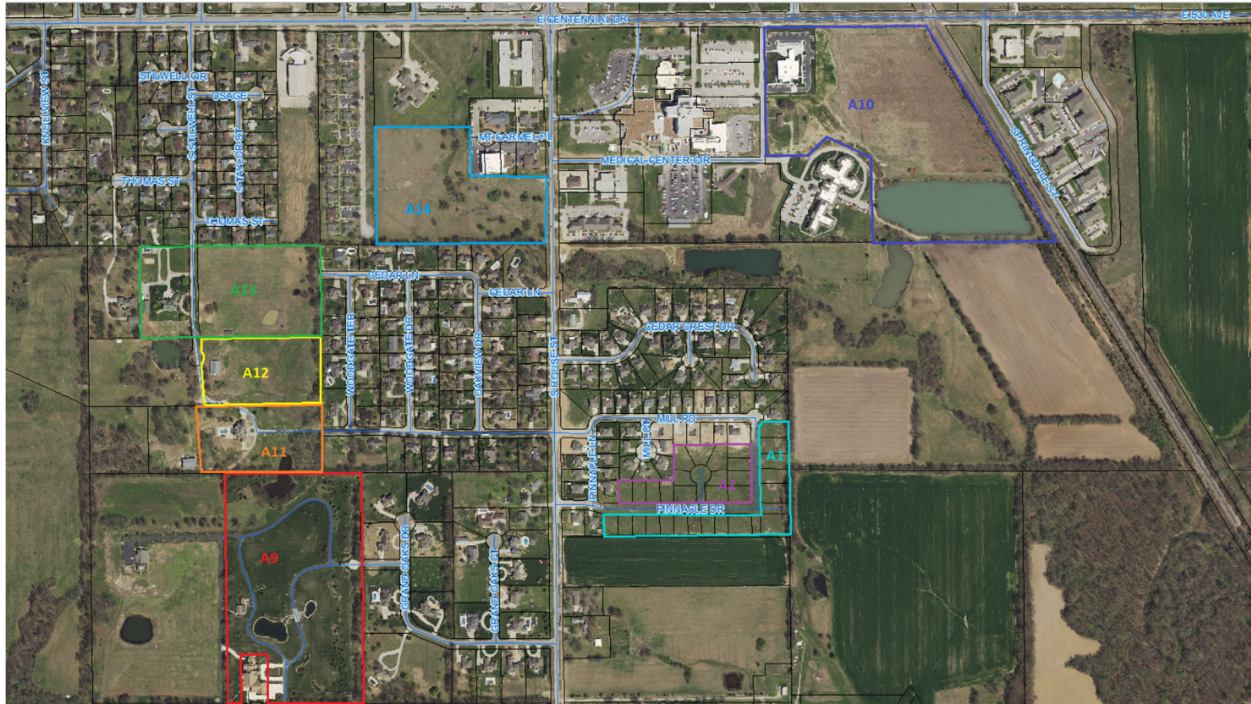
A13

S05 , T31 , R25 , ACRES 12.1 , N 533' SW1/4 NE1/4, LESS W 300', LESS ROW.

A14

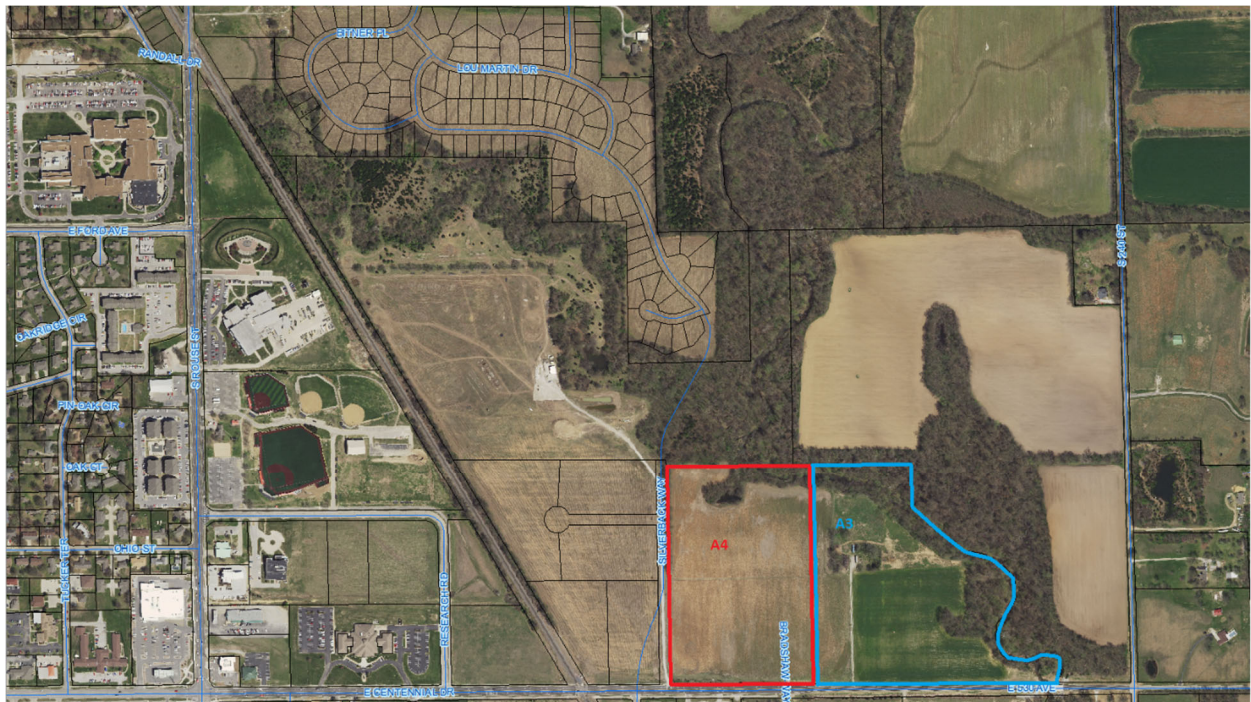
MEDICALODGES ADDITION, Lot 3, ACRES 12.3, LESS ROW

Map 1: A1,A2,A9, A10, A11, A12, A13, A14



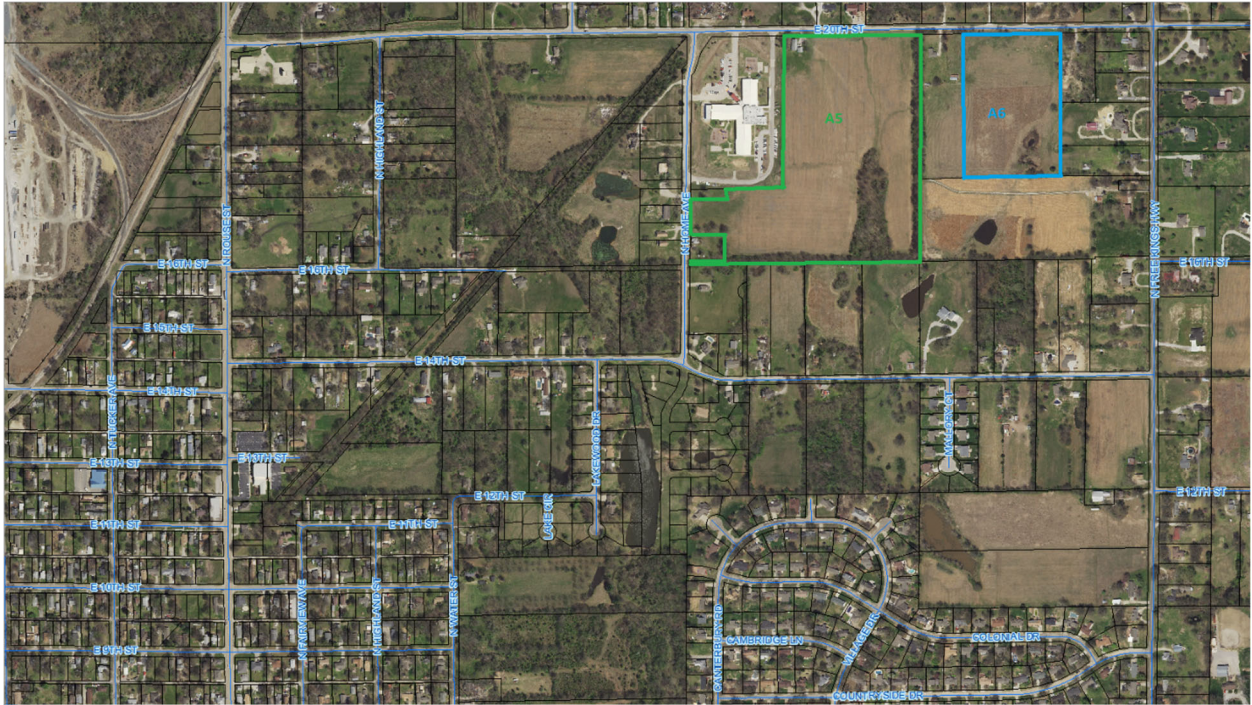
Area located southeast Pittsburg near Ascension Via Christi

Map 2: A3, A4



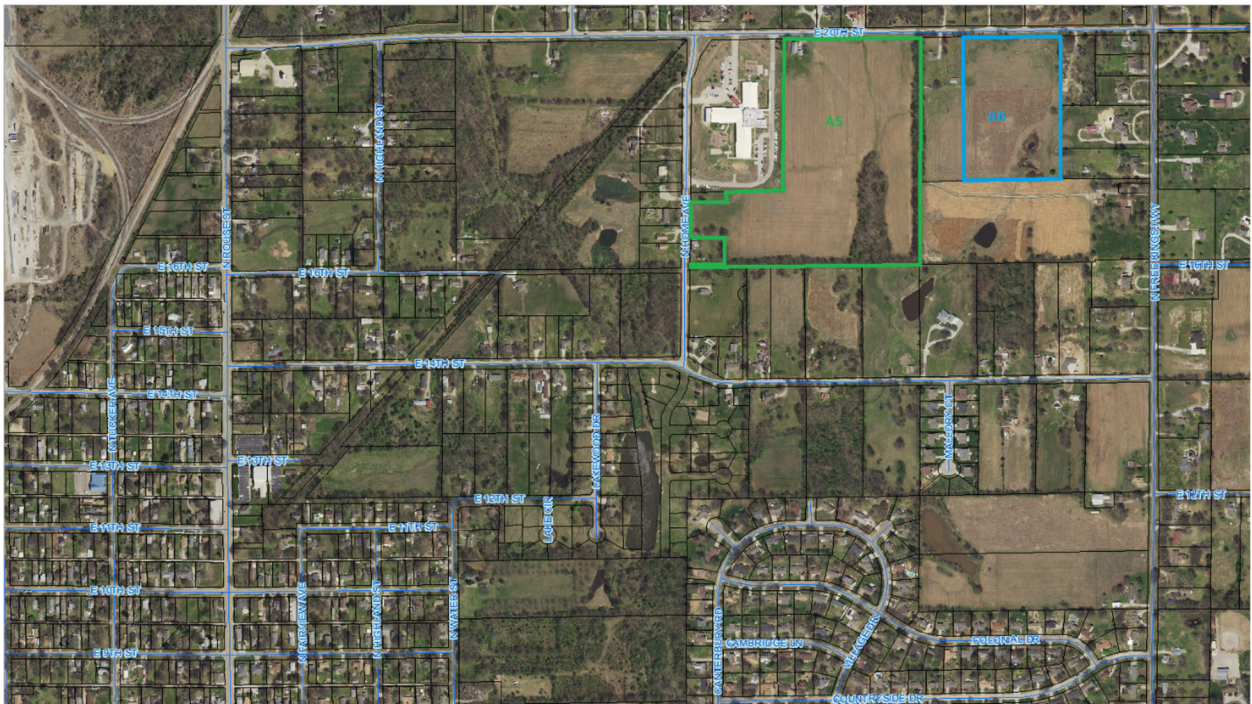
Area located southeast Pittsburg off of East Centennial Dr near Silverback Landing Subdivision

Map 3: A7, A8



Area East Pittsburg just south of Pittsburg High School

Map 4: A5, A6



Area North East Pittsburg near Meadowlark Elementary



2018 Update: Housing Needs Analysis Update

Background

Located in the southeast corner of Kansas, Pittsburg is the largest micropolitan community in the region, experiencing growth at a rate faster than any of its surrounding communities. Our population of just over 20,000 enjoy the cultural and athletic activities of our growing community, which houses Pittsburg State University. A regent institution that draws approximately 7,000 students per year.

Due to the unprecedented growth of the Pittsburg community, City leaders recognized the need for additional housing. During 2014, the City of Pittsburg contracted with Novogradac & Company to conduct a study of the housing market for our area. The study resulted in a list of final recommendations, which have driven the goals of the City's Community Development and Housing Department.

This document will serve as an update to the 2014 Novogradac report and will be considered an addendum.

Completed by
Director of Community Development and Housing
Assistant Planner
June, 2018

Significant Changes

Pittsburg, Kansas is the only community in the region that is growing. This growth is driven by many factors, including its location at a crossroads of two US Highways, large metropolitan areas within two hours driving distance, a University, and excellent and accessible medical and social services. The following elements are contributing to this growth, and in turn, to the shortage of quality, affordable housing options.

Regional Medical Hub

- Davita Dialysis opened the doors to their new location in September of 2016 near Rouse and Centennial, across the street from Via Christi. Since, the group has provided exceptional dialysis treatment options for residents of Pittsburg and the surrounding areas.
- Physi-Kuhl Therapy is slated to open in the fall of 2018, Alex Kuhlman will open a smaller clinic on Broadway near 8th street. This new option for physical therapy will provide high quality, individual care while offering a slightly different atmosphere.

Entertainment and Sporting Venues

- Kansas Crossing Casino opened in March of 2017 and continues to bring new entertainment to the Pittsburg area. With 1% of their profits going to the City of Pittsburg, Crawford County, and Cherokee County, it is estimated that the Casino has contributed \$8.5 million¹. In addition, the Casino has partnered with three local agencies to donate over \$4.5 million over 10 years² to the Career and Technical Education Center, Pittsburg State University, and the Crawford County Convention and Visitors Bureau.

Progress on Housing Incentive Programs

The 2014 Housing Needs Analysis resulted in ten recommendations. Below, prudent recommendations will be listed and followed by a description of the activities that have

¹ Kansas Crossing Casino

² Kansas Crossing Casino

occurred for each. In addition to the recommendations, City officials have also implemented the following:

Rural Housing Incentive District

One of the barriers to the development of new housing is the cost of infrastructure; historically, the City has split the cost of such infrastructure with developers.

However, through Kansas Statute, our community is eligible to establish a Rural Housing Incentive District (RHID). Created in 1998, the RHID Act is a program designed to aid developers to build housing in rural communities. The RHID will capture 100% of the incremental increase in real property taxes (less the mills taken out for the school district) and reimburse those funds to the developer over a 15-year period.

Permitted uses for RHID reimbursement include the following:

- Certain land acquisition costs;
- Payment of relocation assistance;
- Site preparation;
- Sanitary and storm sewers and lift stations;
- Drainage conduits, channels, and levees;
- Street grading, paving, curbs, and gutters;
- Street lighting;
- Underground public and limited private utilities;
- Sidewalks; and
- Water mains and extensions.

Neighborhood Revitalization Plan Revision

The State of Kansas allows municipalities to establish an area designated as a Neighborhood Revitalization Area, under K.S.A 12-17,114. The City took advantage of this opportunity in 2005 and revised it in 2008. During 2016, the NRP was revised again, for the following reasons:

- All of the municipalities improvements contained in the 2008 Plan had been completed.
- Significant development opportunities including Block 22, the Mid-City Renaissance, and the expansion of the Kelce School of Business at Pittsburg State University were and still are on the horizon.
- National Best Practices for similar revitalization programs indicate that a smaller footprint for the Plan Area results in a more concentrated and apparent revitalization.

Progress on Recommendations

Create additional moderate to higher income housing near PSU and Via Christi Medical Center.

In the past three years, the implementation and utilization of the RHID has been instrumental in the development of affordable housing in Pittsburg. More notably, in the attraction of Silverback Landing; a moderate to higher-end housing development that is located just north of Via Christi and just east of PSU. This development will be completed in three phases and bring over 120 new homes to Pittsburg in coming years ranging in price from \$180,000-\$310,000.

Enhance housing and amenities in the Downtown Overlay District.

Two primary projects have come to life in the past couple of years that will draw in over a hundred new residents to the Downtown Area. Block 22 is a redevelopment project of four buildings at the center of the Downtown Overlay District. It is an \$18 million project that will result in housing for nearly 100 Pittsburg State University students. In addition, it will bring and house four new businesses along with several other established brands to their new commercial spaces, as well as the Pittsburg State University's Office of Strategic Initiatives, which includes the small business development center. Its completion is set for August of 2018 for residential and October of 2018 for commercial spaces. Another residential project in the Downtown Area is Leland Lofts, a redevelopment of two buildings located on the northeast corner of 6th and Broadway. Its multi-layered financing utilizes the Moderate Income Housing Grant through the Kansas Housing Resources Corporation, which is matched by the City's Economic Development funds and the private owners personal funding. This project will render seven moderate income rental units, three retail spaces, and install sprinkled fire suppression in two historic structures.

Expand the supply of moderate income housing.

Over the past two years, construction on a two-story downtown structure has been in progress to create seven moderate income rental units. This project is being completed with the assistance of the Moderate Income Housing Grant through the Kansas Housing Resource Center and is set to be completed in December of 2018.

Create a Land Bank run by a city-related entity.

In 2015, The Land Bank was created and is governed by seven community members. Presently, The Land Bank is governed by members that represent a wide variety of occupational fields in our community. The Land Bank operates an inventory of over 40 parcels within city limits.

Establish neighborhood associations and planned neighborhoods.

At this time, Pittsburg has two planned neighborhood developments underway; each catering to different economic categories. Silverback Landing is a development that will provide and enforce its own set of pre-determined covenants through a Home Owners Association. Pittsburg Highlands is a development that utilizes Low Income Tax Credits to create housing options that incentivize home ownership through a rent to own financing plan.

Expand housing for seniors with emphasis on affordable housing options.

Creekside Estates is a proposed higher-end housing development that will cater to those 55 and up who seek low maintenance independent living. This development will utilize the RHID to help recapture infrastructure costs throughout development.

Educate low to moderate income households on how they can purchase homes and encourage the use of first-time home buyer incentive programs.

The Pittsburgh Highlands development offers a unique financing option for renters that allows long-time renters the option of purchasing the home for a substantially lower price than market value. This rent-to-own financing program will allow for low to moderate income persons and families to consider home ownership in a more affordable way.



DEPARTMENT OF PUBLIC UTILITIES

1506 North Walnut • Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: October 7, 2020

SUBJECT: Agenda Item – October 13, 2020
Water Treatment Plant - Forklift

Staff is requesting Governing Body approval to waive the City bid policy to purchase a used 2014 Moffett M55.4 4-Way Forklift from Equipment Remarketing, LLC, of Grabill, Indiana, in the amount of \$31,985.00. This equipment will be utilized at the Water Treatment Plant and will be purchased utilizing funds in the Utility Operating Budget.

The forklift will replace the current forklift being utilized at the facility. In this regard, staff would also like to request Governing Body approval to declare the following equipment as surplus property and to authorize staff to dispose of it through the online auctioning services of Purple Wave, Inc.:

EQUIPMENT ID	DESCRIPTION	SERIAL NO.	REASON FOR DISPOSAL
331-001	1986 Manitou Forklift	65189KD	Worn out (34 yrs. Old)

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 13, 2020. Action necessary will be approval or disapproval of staff's request and, if approved, authorize the issuance of the necessary purchase order.

Attachment: Product Information

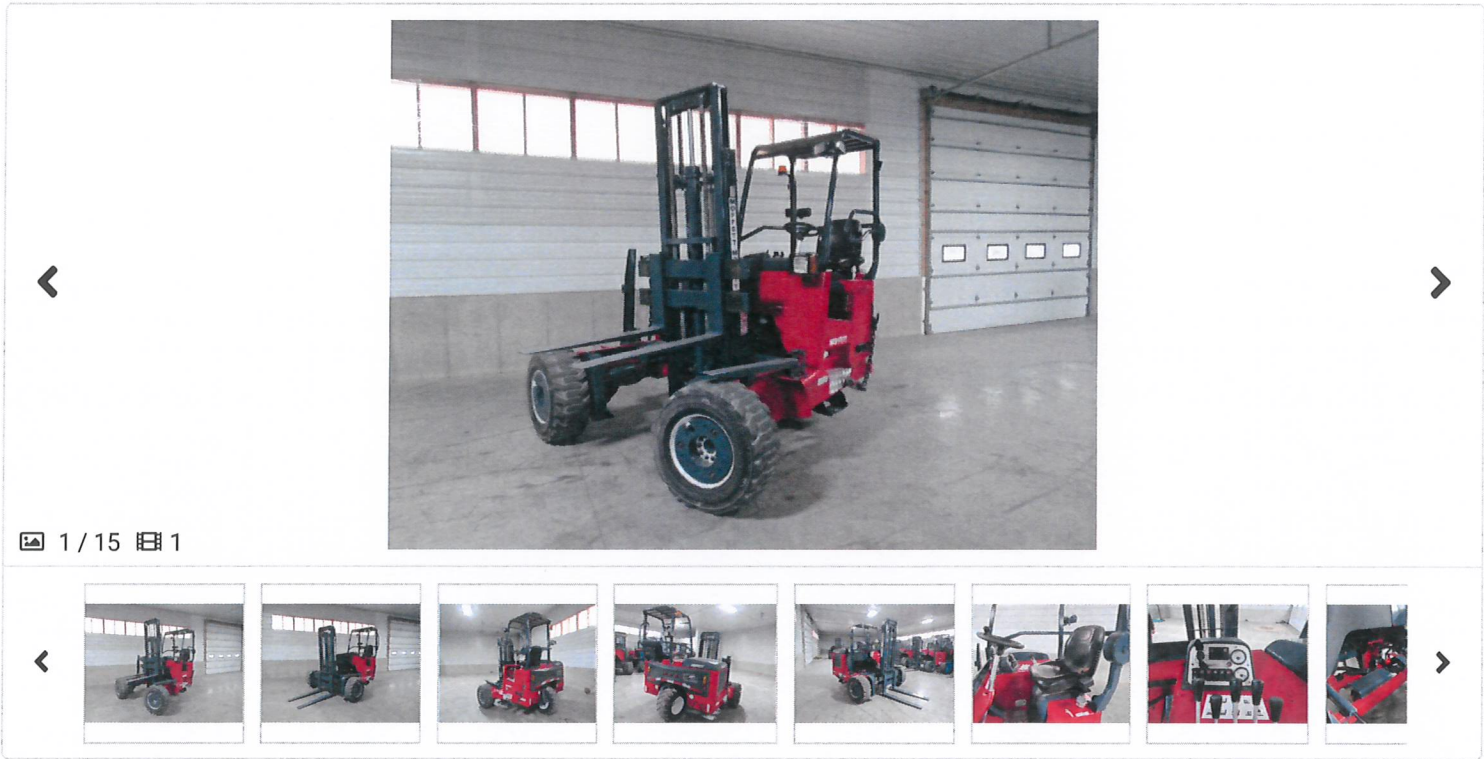


(/)

SHOW MENU

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- MAP & HOURS (/MAP-HOURS/) CONTACT US (/CONTACT/)

« Return to Search Results (https://99lifts.com/)



Specifications

General

Stock Number	M380498
Condition	Used

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✓ OK

General

Manufacturer	Moffett
Category	Forklifts / Lift Trucks
Subcategory	Piggyback Truck Mounted Forklifts
Model	M55.4 4 Way
Duty	LIFTING
Power Steering	Yes

Engine Drivetrain

Engine Type	Vertical 4-cycle Liquid Cooled Diesel
Engine Make	Kubota
Engine Model	4 CYL Diesel
Horsepower	48.1
Displacement	2.2 L
Cylinders	4
Cooling	Liquid
Drive Control	Hydrastatic
Fuel Type	Diesel

Battery

Battery Voltage	12 Volt
-----------------	---------

Operational

Capacity	5500 pounds
Forks	Standard
Mast	Two Stage
Max Lift Height	10 Ft'
Wheels	Steel
Tires	New Steer Tire and Approx. 70% Tread remaining on Front Tires
Safety Features	Roll Cage
Max Lift Weight	5500 lbs.

2014 MOFFETT M55.4 4 WAY

OPERATIONAL GUARANTY AND 1 MONTH ENGINE WARRANTY

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✓ OK

Stock Number M380498
Serial M380498
Hours 1356

★ 4-Way

📞 (888) 708-3980

(tel:(888) 708-3980) (tel:(888) 708-3980)

✉ Request a Quote

📅 Schedule a Visit

\$ Get Financing

🔄 Value Your Trade

🖨 Print Brochure

Description

2014 Moffett M55.4 4-Way Truck Mounted Moffett Mounty with 10' Mast For Sale

2014 MOFFETT MOUNTY 4-Way M55.4 4Way, steam cleaned, pressure/leak tested, new paint, fresh full service, 10' Mast. Truck Mounted Forklift for sale, 2014 MOFFETT M55.4 4-Way Truck Mounted Piggy-back Forklift, 2014 Moffett M55.4 4-Way Forklift available for sale. Friends listed here is a nice M55.4 4-Way Moffett Mounty all terrain Forklift that's in essentially near new condition; inspected & fully serviced. This forklift has also been pressure and leak checked. All detectable mechanical defects have been repaired, it also has gotten a full fresh service to give you a nice and ready to work unit.

2014 Moffett Mounty M55.4 Trucks Mounted Forklift For S...



This Moffett Mounty M55.4 4-Way is a a rust-free machine that is ready to go. A MOFFETT M55.4 4-Way in this condition having a Kubota diesel is difficult to get. This M55.4 4-Way MOFFETT MOUNTY Piggyback Forklift is ready to be fastened to your straight truck, semi truck or trailer. There's various other types of piggy-back lifts for example Tailgator, Princeton, Palfinger, Navigator in addition to Donkey just to mention several. Nevertheless the M55.4 4-Way MOFFETT is an

truck, semi truck or trailer needs from our large inventory. We are your one stop shop for used truck mounted forklifts; plus, the trucks and trailers that carry them. Check out 4-Way operation:



Call us at 1-888-708-3980

14007 Bull Rapids Rd
Grabill, IN 46741 (/map-hours/)

 **888-708-3980**



(/)



BBB Rating: A+

BBB Rating: A+

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Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: October 5, 2020

SUBJECT: Agenda Item – October 13, 2020
Municipal H2O Services Agreement

Staff is requesting Governing Body approval to waive the City bid policy to enter into a contract with Municipal H2O in the amount of \$24,500 for assistance and consulting in preparation of the completion of items related to the America Water Infrastructure Act. Currently, Municipal H2O manages the EPA Risk Management Program (RMP) for the City.

In review of this item, staff is requesting that the City be allowed to continue with this firm and to incorporate previously performed work additionally into the new requirements. This work includes completion of the risk and resilience assessment and development of an emergency response plan. The City did receive an additional quote from an outside engineering firm with a price of \$75,000 (see attached email).

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 13, 2020. Action necessary will be approval or disapproval of staff's request and, if approved, authorize the Mayor to execute the appropriate documents on behalf of the City.

cc: Municipal H2O Proposal
Municipal H2O State of Qualifications
AWIA Services Agreement
AWIA Project Timing
AWIA Project Kick Start
Utility Guidance for Compliance – WTP Operator
Burns & McDonnell Proposal



650 South Shackleford Road, Suite 325

Little Rock, Arkansas 72211

www.MunicipalH2O.com

Phone: 800-897-9425 FAX: 501-537-7778

May 21, 2020

Matt Bacon
Director of Public Utilities
City of Pittsburg
1506 N. Walnut
Pittsburg, KS 66762

Re: America's Water Infrastructure Act Compliance Service – MunicipalH2O Proposal

Dear Matt,

Thank you for your interest in MunicipalH2O's America's Water Infrastructure Act (AWIA) Compliance Service and for allowing us an opportunity to submit this proposal for your consideration.

America's Water Infrastructure Act (AWIA) - Background

Passed by Congress in 2018, America's Water Infrastructure Act (AWIA) requires water treatment facilities serving more than 3,300 people to develop a Risk and Resilience Assessments that considers the risks to the water system from malevolent acts and natural hazards. The law also requires an Emergency Response Plan (ERP) for the water system to be developed based on the results of the Risk and Resilience Assessment.

According to EPA's Safe Drinking Water Information System (SDWIS), the City of Pittsburg water system serves a population of 20,178 which requires the Risk and Resilience Assessment to be completed and certified before June 30, 2021. AWIA regulations require the Emergency Response Plan to be completed within six months after submission and certification of the Risk and Resilience Assessment.

AWIA Compliance Service – The MunicipalH2O AWIA Compliance Service consists of the following processes and activities:

Complete Risk and Resilience Assessment

To assist the City of Pittsburg in meeting the requirements of AWIA, MunicipalH2O will perform the following activities and services to develop a documented Risk and Resilience Assessment:

1. Identify assets of the Pittsburg water system that could be impacted by malevolent acts and/or natural hazards.
 - AWIA-identified assets categories will include:
 - Physical barriers
 - Source water

- Pipes and constructed conveyances, water collection and intake
- Pretreatment and treatment
- Storage and distribution facilities
- Electronic, computer or other automated systems
- Capital and operation needs for risk and resilience management of the system
- Malevolent Acts asset categories will include:
 - Monitoring practices
 - Financial infrastructure
 - Use, storage, or handling of chemicals
 - Operation and maintenance of the system
- 2. Using tools provided by EPA, assess the risk and resilience of critical assets of the Pittsburgh water system in terms of the following:
 - Threat - natural or manmade occurrence, individual, entity, or action that has the potential to harm life, information, operations, the environment, and/or property
 - Vulnerability - physical feature or operational attribute that renders an entity open to exploitation or susceptible to a given hazard
 - Consequence - effect of an event, incident, or occurrence
- 3. Identify the highest risks to mission-critical operations for the Pittsburgh water system
 - Assessment/identification of measures for reducing risks and/or increasing resilience of the water system
- 4. Assist the City of Pittsburgh in electronic submission of certification statements to EPA to confirm completion of the Risk and Resilience Assessment

Development of an Emergency Response Plan (ERP)

Provide assistance in updating/developing an Emergency Response Plan for the Pittsburgh water system based on results of the Risk and Resilience Assessment

1. Review existing Emergency Response Plan for the Pittsburgh water system to determine updates that may be required to meet AWIA rules or develop an Emergency Response Plan as may be required.
2. The Emergency Response Plan will address the following:
 - Details and Overview of the Pittsburgh water system
 - Utility Overview
 - Personnel Information
 - Primary Utility Components
 - Industry Chemical Handling and Storage Facilities
 - Safety Response Resources
 - Key Local Services
 - Resilience Strategies - Identification of strategies, resources and emergency response roles that provide for the resilience of the Pittsburgh water system in the event of a malevolent attack or natural disaster. This section will provide tables and checklists related to:
 - Water Utility Personnel Roles and Responsibilities
 - External Response Partner Roles to assist in coordination efforts
 - Basic Communication Strategies and Responsibilities
 - Emergency Plans and Procedures - Identification of plans and procedures that can be utilized to help ensure the ability to deliver safe drinking water
 - Access
 - Physical Security
 - Cybersecurity
 - Power Loss

- Alternate Drinking Water Supplies
 - Sampling and Analysis
 - Contact Lists
 - Utility Family and Personal Well Being
 - Mitigation Actions – Development of a list of actions, procedures and equipment that can be used to lessen the impact of a malevolent act or natural hazard
 - Alternative Source Water Options
 - Interconnected Utilities
 - Specific Mitigation Actions based on threat
 - Detection Strategies - Identification of strategies that can be utilized to aid in the detection of malevolent acts or natural disaster that may threaten the security of the water system
3. Assist the City of Pittsburg in electronic submission of certification statements to EPA to confirm completion of the Emergency Response Plan

Pricing and Payment Schedule

The One-Time Project Fee for completion of the AWIA Compliance Service for the City of Pittsburg would be \$24,500 with payment due as follows:

\$4,900	20% Due Upon Signing of the Agreement
\$9,800	40% Due Upon Completion of the Risk and Resilience Plan
\$9,800	40% Due Upon Completion of the Emergency Response Plan
\$24,500	One-Time Project Total

Price quoted is good for a minimum of 90 days.

We will work closely with City of Pittsburg personnel to ensure the Risk and Resilience Assessment is certified to EPA prior to the June 30, 2021 deadline and that the Emergency Response Plan is completed and certified within six months after certification of the Risk and Resilience Assessment.

Please call or email with any immediate questions. Thank you for considering MunicipalH2O.

Sincerely,

Steve

Steve Glenn
VP Business Operations
MunicipalH2O

Statement of Qualifications



650 S. Shackleford Road, Suite 325
Little Rock, AR 72211

Introduction

This Statement of Qualifications provides information about MunicipalH2O and our experience and capabilities in providing professional services related to EPA Risk Management Program (RMP) development and compliance, America's Water Infrastructure Act (AWIA) compliance and other professional services for municipal and privately-owned water and wastewater treatment facilities.

MunicipalH2O provides EPA Risk Management Program (RMP) compliance services and America's Water and Infrastructure Act (AWIA) compliance services for water and wastewater facilities throughout the U. S. We provide a complete solution for all EPA/State Risk Management Program requirements, including prevention programs, hazard assessments, compliance audits and registrations/updates, RMP training. We are responsible for the development of RMP documents and continued RMP compliance for more than 400 water and wastewater facilities in thirty-six states and have completed more RMP registrations with EPA than anyone in the country. We also provide assistance to water operations in meeting the Risk and Resilience Assessment and Emergency Response Plan requirements of AWIA regulations. Since our beginning more than fifteen years ago, we have focused our expertise on water and wastewater systems and have become established as the leader in the field of regulatory compliance for water and wastewater operations.

All of our RMP Compliance Services Program clients receive:

- A guarantee to pay any EPA fine resulting from a compliance violation caused by an error or omission by MunicipalH2O during the term of our service.
- Access to numerous safety videos and chemical specific guidance documents related to safe handling of RMP chemicals for use in training.
- Online tools and 90-day advance notification emails to remind them of required RMP activity deadlines and assistance in completing work prior to the deadline.
- Monthly Compliance Alert emails to keep them up-to-date on RMP compliance information and issues to help maintain their RMP program and ensure compliance with EPA regulations.
- A comprehensive review of all RMP documents for the facility prior to an EPA inspection to ensure RMP program elements are in order and up-to-date and guidance on how to be better prepared on the day of the inspection.
- An annual Compliance Review for each facility in the Program.
- No charge for updates to RMP documents and EPA registration changes if there are any process changes at the facility or any RMP regulation changes requiring RMP document updates.
- Ensured continuity of RMP compliance in the event of loss of key RMP personnel due to retirement or job change. MunicipalH2O works with new personnel to make certain they understand RMP rules and are aware of local RMP activities required to remain in continuous compliance.
- All RMP compliance documents for each facility are maintained in MunicipalH2O's online data system making them easy to retrieve from any internet connection.
- RMP documents are stored in an off-site data storage facility and are backed-up several times a day for disaster recovery purposes.
- Year-round availability of professional RMP consulting services.

Background

MunicipalH2O specializes in providing regulatory compliance services and other consulting services to water and wastewater professionals. By focusing our expertise to meet the growing compliance needs of system operators, we are able to cost effectively design and deliver client specific solutions to simplify regulatory compliance processes.

Our mission is to provide professionally-delivered consulting and services to help water and wastewater treatment facility operators meet their unique federal and state regulatory compliance requirements and general safety needs in a cost-effective and reliable manner. To accomplish this mission MunicipalH2O specializes in maintaining up-to-date knowledge of federal and state regulatory requirements and in the development and delivery of online tools to facilitate compliance requirements. We make complex and confusing compliance requirements easy to understand and efficient to satisfy on an ongoing basis.

Summary of Services

MunicipalH2O offers specialized Risk Management Plan (RMP) compliance and consulting services to municipal and privately-owned water and wastewater operations in the following broad service areas:

- Risk Management Plan (RMP) Development and Compliance
- Risk and Resilience Assessments and Emergency Response Plans
- RMP Compliance Consulting
- RMP Compliance Training

Risk Management Program Development and Compliance

On June 21, 1999, the Risk Management Program Rule became effective and owners and operators of facilities that use certain listed hazardous substances were required to prepare a Risk Management Program and submit a Risk Management Plan to the EPA. The Risk Management Program Rule also requires these facilities to continuously maintain and update specific elements of the program according to a prescribed schedule. Following is a brief summary of these requirements:

Requirement Description	Required Completion Date
Original RMP Submittal	No later than June 21, 1999
RMP Registration Update	Every Five Years
Hazard Review/Process Hazard Analysis	Every Five Years
Hazard Assessment	Every Five Years
RMP Compliance Audit	Every Three Years
Operating Procedures Training	Every Three Years
Operating Procedures Certification (RMP Program Level 3 Facilities)	Every Year
Hoist Certification	Every Year
Emergency Response Coordination Activities	Every Year

The MunicipalH2O staff has extensive experience in preparing, auditing and updating Risk Management Programs and Plans. Our objective is to provide a product to our clients that is compliant with regulatory requirements, is easily understood, cost effective and provides tools that assist the client in maintaining their program to ensure continuous compliance.

Because EPA Risk Management Plan (RMP) requirements are ongoing and involve a variety of components and deadlines, MunicipalH2O has leveraged its practical field experience to automate many elements of the compliance process.

Risk Management Program Development and Compliance

Relevant Company and Staff Experience

Project Description	Partial List of Clients
EPA Risk Management Program (RMP) Compliance Services and RMP Plan Preparation	<ul style="list-style-type: none"> • Dallas Water Utilities, Dallas, TX • Arlington Water Utilities, Arlington, TX • City of Grapevine, Grapevine, TX • Brownsville Public Utilities Board, Brownsville, TX • Agua Special Utility District, Mission, TX • Brazos River Authority, Waco, TX • Guadalupe Blanco River Authority, Port Lavaca, TX • San Jacinto River Authority, The Woodlands, TX • Knoxville Utilities Board, Knoxville, TN • West Wilson Utility District, Mt, Juliet, TN • Evansville Water & Sewer Utility, Evansville, IN • City of South Bend, South Bend, IN • Vincennes Water Utilities, Vincennes, IN • City of Cumberland, Cumberland, MD • City of Battle Creek, Battle Creek, MI • City of Jackson, Jackson, MI • City of Hickory, Hickory, NC • City of Wilson, Wilson, NC • Greenville Water, Greenville, SC • City of Cayce, Cayce, SC • City of Inman, Inman, SC • City of Emporia, Emporia, KS • City of Liberal, Liberal, KS • City of Monmouth, Monmouth, OR • City of Gallup, Gallup, NM • C-N-W Regional Wastewater Authority, Coeburn, VA • Frederick Water, Stephens City, VA • Henry County Public Service Authority, Martinsville, VA • City of Cedar City, Cedar City, UT • City of Flagstaff, Flagstaff, AZ • City of Elizabethtown, KY • Corbin Utilities Commission, Corbin, KY • Berea Municipal Utilities, Berea, KY • Brunswick-Glynn County Joint Water & Sewer Commission, Brunswick, GA • Macon Water Authority, Macon, GA • Columbus Water Works, Columbus, GA • Jefferson County Commission, Birmingham, AL • Birmingham Water Works Board, Birmingham, AL • Montgomery Water Works, Montgomery, AL • Edmond Water Utilities, Edmond, OK • Tahlequah Public Works, Tahlequah, OK • City of Muskogee, Muskogee, OK

	<ul style="list-style-type: none"> • City of Gillette, Gillette, WY • Canon City Water, Canon City, CO • Denver Water, Denver, CO • City of Elgin, IL • City of Decatur, IL • Municipal Authority of Westmoreland County, PA • North Fayette County Municipal Authority, Dunbar, PA • Morrisville Municipal Authority, Morrisville, PA • Bluefield Sanitary Board, Bluefield, WV • City of Mankato, Mankato, MN • City of Eagan, MN • City of Inver Grove Heights, MN • Nebraska City Utilities, Nebraska City, NE • Mahoning Valley Sanitary District, OH • Village of Byesville, Byesville, OH • City of Toledo, Toledo, OH • City of Deerfield Beach, Deerfield Beach, FL • Florida Keys Aqueduct Authority, Key West, FL • City of Fort Lauderdale, Fort Lauderdale, FL • City of Orlando, Orlando, FL • Broward County Water and Wastewater, Pompano Beach, FL • Fort Smith Water Utilities, Fort Smith, AR • Little Rock Wastewater, Little Rock, AR • City Corporation, Russellville, AR • Baton Rouge Water Company, Baton Rouge, LA • City of Bossier City, Bossier City, LA • City of Monett, Monett, MO • City of Independence, Independence, MO
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America's Water Infrastructure Act (AWIA)

As a result of the events of September 11, 2001, Congress passed into law the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL 107-188). This law required public and private water utilities serving a population of 3,300 and greater to evaluate the security of their facilities against malevolent acts by completing a Vulnerability Assessment.

The next phase of water infrastructure security began in October 2018 when the U.S. Congress passed the America's Water Infrastructure Act (AWIA) which requires each community water system serving more than 3,300 people to develop Risk and Resilience Assessments that considers the risks to the water system from malevolent acts and natural hazards. The law also requires an Emergency Response Plan (ERP) for the water system to be developed, or the existing ERP for the water system be updated, based on the results of the completed Risk and Resilience Assessment.

Each community water system must submit a certification to EPA that the system conducted the Risk and Resilience Assessment and completed an Emergency Response Plan based on the results of the assessment. The deadlines for submitting the Risk and Resilience Assessment for certification are based on the population serviced by the water system and are as follows:

- March 31, 2020 if serving $\geq 100,000$ people
- December 31, 2020 if serving 50,000 to 99,999 people
- June 30, 2021 if serving 3,301 to 49,999 people

An Emergency Response Plan addressing the findings of the completed Risk and Resilience Assessment must be completed within six months after submission and certification of the Risk and Resilience Assessment.

After passage of the Bioterrorism Act in 2002, MunicipalH2O completed Vulnerability Assessments for water utilities using VSAT software and other guidance tools available for completing Vulnerability Assessments. With passage America's Water Infrastructure Act (AWIA) several MunicipalH2O staff members have completed the American Water Works Association Risk and Resilience Certification Program. We utilize the AWIA guidance documents and tools provided by EPA as well as supporting documentation provided by the AWWA as the basis of our approach for completing Risk and Resilience Assessments for water utilities. The result of our process and project approach allows us to complete a Risk and Resilience Assessment and Emergency Response Plan that meets all requirements of AWIA regulations in a cost-effective manner.

Relevant Company and Staff Experience

Projects	Name and Location of Facility
AWIA -Risk and Resilience Assessments AWIA -Emergency Response Plans	<ul style="list-style-type: none">• City of Ennis, TX• City of Sherman, TX• City of Lufkin, TX• City of El Campo, TX• City of Paris, TX• City of Brenham, TX• City of Waxahachie, TX• City of Navasota, TX• City of Center, TX• West Wilson Utility District, Mt. Juliet, TN• City of Bogalusa, LA• City of Bossier City, LA

	<ul style="list-style-type: none"> • City of Gardner, KS • Project 7 Water Authority, Montrose, CO • City of Lorain, OH • City of Midwest City, OK • Frederick Water, Stephens City, VA • Henry County Public Services Authority, Martinsville, VA • Corbin Utilities Commission, Corbin, KY • London Utilities Commission, London, KY • City of El Dorado, AR
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Emergency Response Plan Development Emergency Response Plan Review Vulnerability Assessments Emergency Response Coordination	<ul style="list-style-type: none"> • Beaver Water District, Lowell AR • Central Arkansas Water, Little Rock, AR • Benton Water Utilities, Benton, AR • Searcy Water Utilities, Searcy, AR • Magnolia Wastewater Utilities, Magnolia, AR • City of Aurora, Aurora, CO
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Compliance Consulting

With the growing demand for clean water and environmentally friendly operation, many water and wastewater operators have a difficult time keeping up with constantly changing regulation and compliance requirements. In many states, regulatory agencies are stepping up their regulatory compliance oversight to protect the public and ensure the safety and soundness of water and wastewater systems. This increased regulatory oversight also increases the likelihood of an audit and the possibility of fines should the audit reveal areas of non-compliance.

With years of experience providing regulatory compliance services to water and wastewater professionals across the U.S., MunicipalH2O's Compliance Consulting Services help our clients more effectively meet growing regulatory requirements that otherwise often divert resources and attention from what should be their key focus: providing clean water for their customers.

We work closely with each client to identify the compliance issues specific to their water and/or wastewater facility and design turn-key, cost-effective solutions to remediate existing issues and ensure continuous compliance. MunicipalH2O provides regulatory compliance consulting in the areas of:

- Risk Management Program (RMP) Compliance
- RMP Compliance Audits
- General Duty Clause Compliance
- Hazard Assessments
- Process Hazard Analysis
- Prevention Programs
- Risk and Resilience Assessments
- Emergency Response Plans
- Facility Safety
- Security Policies and Procedures
- Vulnerability Assessments
- Incident Investigation
- Delisting of RMP Facilities

Relevant Company and Staff Experience

Project Description	Name and Location of Facility
Risk Management Program Compliance Audits and Update of RMP Documents	<ul style="list-style-type: none">• DeKalb County Department of Watershed Management, GA• City of Moore Haven, Moore Haven, FL• City of Dubois, DuBois, PA• New Braunfels Utilities, New Braunfels, TX• City of Baltimore, MD• City of Camden, SC• Water District No. 1 of Johnson County, Lenexa, KS• City of Mankato, Mankato, MN• Jefferson County Commission, Birmingham, AL• City of Lynnwood, Lynwood, WA• City of Cortland, NY• City of North Bend, OR• City of Midlothian, Midlothian, TX• Coastal Water Authority, Houston, TX• City of Tallahassee, FL, Tallahassee, FL• Beaver Water District, Lowell AR• Jonesboro City Water Light, Jonesboro, AR
Hazard Reviews	<ul style="list-style-type: none">• City of Kerrville, Kerrville, TX• City of Marshall, Marshall, TX• City of Apple Valley, MN

RMP Five-Year Registration Updates	<ul style="list-style-type: none"> • City of Paris, KY • City of Muncie, IN • City of Brownwood, TX • City of Wichita, KS • Municipal Utilities District, Nebraska City, NE • City of Groves, Groves, TX • Greeneville Water Commission, Greeneville, TN • West Wilson Utility District, Mt, Juliet, TN • City of Vidalia, Vidalia, LA • South Adams County Water & Sanitation, Commerce City, CO • City of Lebanon, Lebanon, TN • Marshall Utilities, Marshall, TX • West Travis County Public Utility Agency, Bee Cave, TX • City of Independence, Independence, KS
RMP Compliance Audits	<ul style="list-style-type: none"> • City of Gardner, KS • Genesee County Division of Water and Waste Services, MI • City of Evanston, IL • City of Midland, MI • City of Marshall, TX • Coastal Water Authority, Pasadena, TX • Eastside Utility District, Chattanooga, TN • City of Cortland, NY • Williamsport Municipal Water Authority/Williamsport Sanitary Authority, Williamsport, PA • City of Duluth, MN • Beaver Water District, Lowell, AR • Denver Water, Denver, CO • South Adams County WSD, Commerce City, CO
RMP Compliance Training	<ul style="list-style-type: none"> • Department of Environmental Protection, New York City, NY • Severn Trent • City of Amarillo, TX • North Texas Municipal Water District, Wylie, TX • Fort Lauderdale, FL
General Duty Clause Compliance	<ul style="list-style-type: none"> • North Little Rock Waste Water, North Little Rock, AR • Baton Rouge Water Company, Baton Rouge, LA • Dade County Water & Sewer Authority, Trenton, GA
Delisting of RMP Facilities	<ul style="list-style-type: none"> • Morristown Utility Commission, Morristown, TN • Benton Water Utilities, Benton, AR • Zapata County Waterworks, Zapata, TX

Our Headquarters



One Financial Centre
650 S. Shackleford Road, Suite 325
Little Rock, AR 72211
Phone: (800) 897-9425 • Fax: (501) 537-7778
E-mail: service@municipalh2o.com
www.municipalh2o.com

PROJECT SERVICES AGREEMENT

This AGREEMENT is entered into by the City of Pittsburg, located in Pittsburg, Kansas, here-in-after called "CITY" and AssureCo Risk Management and Regulatory Compliance LLC (d/b/a/ MunicipalH2O); here-in-after called "MHC". In consideration of the terms and conditions herein, the parties agree as follows:

1. SERVICES TO BE PROVIDED BY MHC. In accordance with the terms of this AGREEMENT, CITY agrees to contract with MHC to perform Project services ("Services") related to CITY compliance with America's Water Infrastructure Act requirements as specified in Exhibit A. MHC shall provide services to CITY as an independent contractor, not as an employee of CITY. All services required hereunder will be performed by MHC or under its supervision.

2. COMPENSATION. CITY agrees to pay MHC a total One-Time Project Fee of **\$24,500** with payments scheduled as follows:

- 20% upon Signing of AGREEMENT
- 40% upon Completion of the Risk and Resilience Assessment Plan
- 40% upon Completion of the Emergency Response Plan

Payments are due within thirty (30) days of CITY's receipt of invoice. If services beyond the project services described in Exhibit A are required by CITY, the time and cost required to perform such services shall be agreed upon by CITY and MHC prior to the initiation of such work. The parties agree that the project services specified in Exhibit A can normally be performed by telephone and through online services and tools provided by MHC. If any of the project services require a site visit and if CITY approves the site visit in advance, CITY agrees to reimburse MHC for travel expenses to include mileage expense calculated using current IRS rates (or airfare and rental car if less expensive) and lodging and meals if required to complete the work. All fees shall be deemed fully earned and non-refundable upon delivery to CITY of the Report described in Exhibit A.

3. COOPERATION. CITY agrees to provide such cooperation and support as reasonably necessary, as specified in Exhibit B, to allow MHC to timely and efficiently complete the required services.

4. CONFIDENTIALITY. Each party to this AGREEMENT agree that neither it nor its employees, agents and assigns shall disclose any information pertaining to the business affairs, finances,

methods of operation, computer programs or any personal information of the other party, whether written, oral, or otherwise, except where required by law or upon express consent of the other party.

5. WARRANTY, DISCLAIMERS, WAIVER AND LIMITATION OF LIABILITY. MHC warrants that it will use commercially reasonable efforts to provide the Services. THE WARRANTY STATED ABOVE IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY MHC AND IS EXPRESSLY MADE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS PARAGRAPH. MHC DOES NOT MAKE, AND CITY HEREBY EXPRESSLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, CITY WAIVES ANY CLAIM FOR NEGLIGENCE IN THE PERFORMANCE OR DELIVERY OF THE SERVICES. EXCEPT FOR LIABILITY ARISING UNDER PARAGRAPH 4, IN NO EVENT SHALL (I) MHC BE LIABLE FOR LOST PROFITS OR REVENUE, COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY SPECIAL, CONSEQUENTIAL, RELIANCE, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, OR (II) SHALL MHC'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PAYMENTS MADE BY CITY TO MHC PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING IMPOSITION OF SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER MHC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

5. NOTICES. Any notices required pursuant to this AGREEMENT shall be mailed by first class or certified mail to the parties at the following addresses:

AssureCo Risk Management and Regulatory Compliance LLC (MHC):

ARMARC/MunicipalH2O
Attention: MHC Business Operations
650 South Shackleford Rd, Suite 325
Little Rock, AR 72211

City of Pittsburg (CITY):

City of Pittsburg
Attention: Director of Public Utilities
1506 N. Walnut
Pittsburg, KS 66762

6. MISCELLANEOUS. Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CITY and MHC, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CITY and MHC and not for the benefit of any other party. If any provision of this AGREEMENT is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this AGREEMENT and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this AGREEMENT to replace such stricken provision with a valid and enforceable provision with comes as close as legally possible to expressing the intention of the stricken provision. This AGREEMENT is governed by the laws of the State of Arkansas and any legal action brought shall be brought in Pulaski County, Arkansas.

This AGREEMENT, together with Exhibit A and Exhibit B attached hereto, constitutes the entire AGREEMENT between CITY and MHC and supersedes all prior written or oral understandings. This AGREEMENT is executed in two counterparts, each of which as well as a copy thereof shall be deemed to be an original and all of which together shall comprise but one and the same instrument.

IN TESTIMONY HEREOF, the duly authorized representatives of the parties have executed this AGREEMENT as shown below:

City of Pittsburgh (CITY):

_____	_____
Print Name	Date

Signature	

Title	

AssureCo Risk Management and Regulatory Compliance LLC (MHC)

_____	_____
Print Name	Date

Signature	

Title	

EXHIBIT A

Scope of Services

In accordance with the terms of the AGREEMENT, MHC will provide the following project services:

Complete Risk and Resilience Assessment

1. Identify assets of the CITY Water System that could be impacted by malevolent acts and/or natural hazards.
 - AWIA-identified assets categories will include:
 - Physical barriers
 - Source water
 - Pipes and constructed conveyances, water collection and intake
 - Pretreatment and treatment
 - Storage and distribution facilities
 - Electronic, computer or other automated systems
 - Capital and operation needs for risk and resilience management of the system
 - Malevolent Acts asset categories will include:
 - Monitoring practices
 - Financial infrastructure
 - Use, storage, or handling of chemicals
 - Operation and maintenance of the system
2. Using tools provided by EPA, assess the risk and resilience of critical assets of the CITY Water System in terms of the following:
 - Threat - natural or manmade occurrence, individual, entity, or action that has the potential to harm life, information, operations, the environment, and/or property
 - Vulnerability - physical feature or operational attribute that renders an entity open to exploitation or susceptible to a given hazard
 - Consequence - effect of an event, incident, or occurrence
3. Identify the highest risks to mission-critical operations for the CITY
 - Assessment/identification of measures for reducing risks and/or increasing resilience of the water system
4. Assist the CITY in electronic submission of certification statements to EPA to confirm completion of the Risk and Resilience Assessment Plan

Development of an Emergency Response Plan (ERP)

Provide assistance in updating/developing an Emergency Response Plan for the CITY Water System based on results of the Risk and Resilience Assessment

1. Review existing Emergency Response Plan for the CITY to determine updates that may be required to meet AWIA rules or develop an Emergency Response Plan as may be required.
2. The Emergency Response Plan will address the following:
 - Details and Overview of the CITY Water System
 - Utility Overview
 - Personnel Information
 - Primary Utility Components
 - Industry Chemical Handling and Storage Facilities

- Safety Response Resources
 - Key Local Services
 - Resilience Strategies - Identification of strategies, resources and emergency response roles that provide for the resilience of the CITY Water System in the event of a malevolent attack or natural disaster. This section will provide tables and checklists related to:
 - Water Utility Personnel Roles and Responsibilities
 - External Response Partner Roles to assist in coordination efforts
 - Basic Communication Strategies and Responsibilities
 - Emergency Plans and Procedures - Identification of plans and procedures that can be utilized to help ensure the ability to deliver safe drinking water
 - Access
 - Physical Security
 - Cybersecurity
 - Power Loss
 - Emergency Alternate Drinking Water Supplies
 - Sampling and Analysis
 - Contact Lists
 - Utility Family and Personal Well Being
 - Mitigation Actions – Development of a list of actions, procedures and equipment that can be used to lessen the impact of a malevolent act or natural hazard
 - Alternative Source Water Options
 - Interconnected Utilities
 - Specific Mitigation Actions based on threat
 - Detection Strategies - Identification of strategies that can be utilized to aid in the detection of malevolent acts or natural disaster that may threaten the security of the water system
3. Assist the CITY in electronic submission of certification statements to EPA to confirm completion of the Emergency Response Plan that incorporates the findings of the Risk and Resiliency Assessment

Report

Upon completion of the work described above, MHC will deliver to CITY one or more reports (the “Report”) setting forth its findings and/or recommendations.

EXHIBIT B
CITY RESPONSIBILITIES

In accordance with the terms of Section 3 of the AGREEMENT, CITY understands and agrees to consistently and promptly perform the following requirements:

1. Provide such cooperation and support as reasonably necessary to allow MHC to timely and efficiently complete the required project services.
2. Designate a primary contact that will be responsible for ensuring information requested by MHC is provided in a timely and accurate manner.
3. In response to MHC's email and/or telephone request, provide MHC with timely and accurate information regarding all assets identified as part of the Risk and Resilience Assessment.
4. Identify and coordinate meetings between MHC and CITY personnel that are most familiar with each identified asset that will allow MHC to obtain accurate information needed to compile the Risk and Resilience Assessment Report and Emergency Response Plan.
5. Promptly reply to any MHC voice mail or email related to a request for information related to the "AWIA Project."
6. MHC is not obligated to continue the work and may stop work if requests for information required to complete the project are not provided on a timely basis.

AMERICA'S WATER INFRASTRUCTURE ACT (AWIA) COMPLIANCE SERVICE

Activity 1: DEVELOPMENT OF RISK AND RESILIENCE ASSESSMENT (RRA)

MunicipalH2O RESPONSIBILITIES

MunicipalH2O will develop a documented Risk and Resilience Assessment addressing risks to and resilience of the Pittsburgh Water System from malevolent acts and natural hazards. Activities and services will include:

- Identification of the assets of the water system that could be affected by a natural disaster or malevolent act
- Review of the water system related to:
 - monitoring practices of the water utility
 - use, storage, or handling of various chemicals
 - operation and maintenance of the system
 - financial infrastructure of the system
- Assessment of the risk and resilience of each of the critical water utility assets based on different types of threats, system vulnerability and consequence of the threat
- Identification of the highest risks to mission-critical operations for the water system
- Assessment/identification of measures for reducing risks and/or increasing resilience
- Evaluation of capital and operational needs for risk and resilience management for the water system
- Assist the City of Pittsburgh in electronic submission of certification statements to EPA to confirm completion of the Risk and Resilience Assessment

Total project time from start-to-finish for completion of a Risk and Resilience Assessment is 1-3 months depending on the size of the water system.

CITY OF PITTSBURG RESPONSIBILITIES

Client Responsibilities	Typical Time	Comments
Participate in Project Kickoff Meeting	1 day	This is a project planning meeting that lasts less than 2 hours. Depending on the client there may be 2-6 city representatives in this meeting
Data Gathering – Phase 1	2-3 weeks	Completing the RRA requires a lot of data that only the city can provide. We provide a list of data needed to the city. Receiving the information needed for the project typically takes 2-3 weeks. (City personnel providing the data are not working 8 hours a day for 2-3 weeks requested for the project.)
Data Gathering – Phase 2	2-3 days	After MHC has a chance to review and begin using the data provided in Phase 1; there is usually a need for additional specific data
Review Initial Draft of the Risk and Resilience Assessment (RRA)	2-5 days	The initial draft of the RRA is provided to our primary city contact for review. There are typically a number of city representatives that are interested in reviewing and commenting on the draft

Review RRA Changes Resulting from the initial draft review	2-5 days	Once MHC receives comments and suggestions from draft of the initial review, the RRA is updated and offered to the city for another review
Participate in Close-Out Meeting	1 day	A RRA close out meeting is conducted to review the RRA and respond to questions. Numerous city representatives may be in attendance at this meeting.

Activity 2: DEVELOPMENT OF EMERGENCY RESPONSE PLAN (ERP)

MunicipalH2O RESPONSIBILITIES

Based on the findings and results of the Risk and Resilience Assessment, MunicipalH2O will provide a documented Emergency Response Plan for the Pittsburgh Water System documenting resources and plans in place to provide for the resiliency of the water system. Activities and services will include:

- Review existing Emergency Response Plan for the Pittsburgh Water System to determine updates that may be required to meet AWIA rules or develop an Emergency Response Plan as may be required.
- The Emergency Response Plan will address the following:
 - An Overview and Details of the water system
 - Resilience Strategies – Identification of strategies, resources and emergency response roles that provide for the resilience of the water system in the event of a malevolent attack or natural disaster
 - Emergency Plans and Procedures – Identification of plans and procedures that can be utilized to help ensure the ability to deliver safe drinking water
 - Mitigation Actions – A list of actions, procedures and equipment that can be used to lessen the impact of a malevolent act or natural hazard
 - Detection Strategies – Identification of strategies that can be utilized to aid in the detection of malevolent acts or natural disaster that threaten the security of the water system
- Assist the City of Pittsburgh in electronic submission of certification statements to EPA to confirm completion of the Emergency Response Plan that incorporates the findings of the Risk and Resiliency Plan

Total project time from start-to-finish for completion of an Emergency Response Plan is 2-6 months depending on the size of the water system.

CITY OF PITTSBURG RESPONSIBILITIES

Client Responsibilities	Typical Time	Comments
Participate in Emergency Response Plan (ERP) Project Meeting	1 day	This is a project planning meeting that lasts less than 2 hours. Depending on the client there may be 2-6 city representatives in this meeting
Data Gathering – Phase 1	3-5 weeks	Completing the ERP, requires a lot of data that only the city can provide. We provide a list of data needed to the city. Receiving the information needed for the project typically takes 2-3 weeks. (City personnel providing the data are not working 8 hours a day for 2-3 weeks requested for the project.)
Data Gathering – Phase 2	3-5 days	After MHC has a chance to review and begin using the data provided in Phase 1; there is usually a need for additional specific data
Review Initial Draft of the Emergency Response Plan (ERP)	5-7 days	The initial draft of the ERP is provided to our primary city contact for review. There are typically a number of city representatives that are interested in reviewing and commenting on the draft

Review ERP Changes Resulting from the initial draft review	2-5 days	Once MHC receives comments and suggestions from draft of the initial review, the ERP is updated and offered to the city for another review
Participate in Close-Out Meeting	1 day	An ERP close out meeting is conducted to review the ERP and respond to questions. Numerous city representatives may be in attendance at this meeting.

In-House Completion Considerations:

EPA provides a number of tools that are available to provide assistance in completing the Risk and Resilience Assessment and Emergency Response Plan requirements of AWIA. These tools include:

- Baseline Information on Malevolent Acts for Community Water Systems
- Water Health and Economic Analysis Tool (WHEAT)
- Vulnerability Self-Assessment Tool
- AWWA J100 Standard
- Training Time to learn how to use these tools
- Research Time in pulling together information needed

When we began using these tools, we discovered the use of these tools was not intuitive. It takes considerable time and effort to effectively learn how to use the tools and to develop the list of data needs required for input. With numerous AWIA projects completed and/or underway, MunicipH2O has adapted the EPA tools to make them easier to use. We have created our own templates for using the EPA provided tools that has streamlined AWIA projects for us and for our clients.

An AWIA project addresses risk and resilience of the entire city water system (intake piping, source water, water collection and intake, storage and distribution facilities, electronic, computer and other automated systems, monitoring practices, financial infrastructure, use, storage and handling of chemicals, operation and maintenance issues.) Water systems that complete an AWIA project with in-house resources must have dedicated personnel in place that can spend the time needed to learn how to understand and use the tools provided by EPA and communicate with numerous city departments about what information is needed. Effective completion of an AWIA project does not lend itself to a part-time effort.

AWIA Project Information

Thank you for allowing MunicipalH2O to provide assistance in meeting requirements of America's Water Infrastructure Act (AWIA). The MunicipalH2O Project Manager for this project will be contacting you to schedule a kickoff meeting to get started on this project.

Following is a list of the types of information we will need to prepare your Risk and Resilience Assessment. Some of our clients have asked if there is anything to move the project forward prior to the kickoff meeting. If your schedule allows, you might consider beginning to gather this information. However, since we will be working on answering these questions and gathering these documents throughout the project it's not necessary to have this information before the kickoff meeting.

Questions/Information

1. Average Daily Water Service (MGD) for the facility
2. Average Rate/Cost (\$/1000 Gallons)
3. **Emergency Response Plan (ERP)**

An ERP provides a tactical level plan for immediate response to incidents of all types. What is the status of your water system's ERP?

- a. No ERP or ERP Status Unknown
- b. An ERP Has Been Developed
- c. Staff has been trained on ERP
- d. Resources Typed assets/teams defined inventoried
- e. Functional exercises on ERP have been conducted

4. **National Incident Management System (NIMS) Compliance**

NIMS establishes a common framework for defining roles and responsibilities to enhance incident response. NIMS applies the Incident Command System (ICS) to provide the support structure for response activities. Has NIMS training been provided at your facility?

- a. No ICS/NMIS Training Completed or NIMS Compliance Unknown
- b. ICS 100/200 provided to key staff
- c. ICS 700/800 provided to key staff
- d. ICS 200/300 provided to key staff
- e. Utility Certified as NIMS Compliant

5. **Mutual Aid and Assistance (MAA)**

MAA agreements between other utilities and jurisdictions help to provide rapid response to incidents. Participation in such agreements is traditionally at no cost and does not obligate signatories to respond. An example is the Water/Wastewater Agency Response Network (WARN). Does your water system have an MAA Agreement in place?

- a. No agreements or MMA status Unknown
- b. Intra-Municipal
- c. Local-Local
- d. Intra-State
- e. Inter-State

6. Emergency Power for Critical Operations (EPCO)

EPCO is a minimum benchmark of 72 hours for backup-power for critical operations and assets. What is the EPCO for your Water system?

- a. No Backup Power
- b. Up to 24 Hours
- c. Up to 48 Hours
- d. Up to 72 Hours
- e. Greater than 72 Hours

7. Minimum Daily Demand Storage

MDDT is the ability to meet minimum daily demand or treatment when the production or treatment plant is non-functional. For example, a drinking water utility typically has some level of in-system storage that can provide minimum daily flows for a time even though a treatment plant may be non-functional. What is the MDDT for your facility?

- a. No ability or ability unknown
- b. Up to 24 Hours
- c. Up to 48 Hours
- d. Up to 72 Hours
- e. Greater than 72 Hours

8. Critical Parts and Equipment (CPC)

CPE is the lead time for repair, replacement, or recovery of operationally critical parts or equipment. Critical parts are defined as components of the system that upon failure may have the potential to impair the ability to produce, distribute, or treat drinking water or wastewater, including both physical and cyber/process control systems. What is the CPC for your facility?

- a. Greater than 3 weeks
- b. Less than 3 weeks
- c. Less than 1 weeks
- d. Less than 3 days
- e. Less than 1 day

9. Critical Staff Resilience (CRS)

CSR is the percentage of response-capable staff who are cross-trained in critical operations and maintenance positions and available as staff backup. This indicator is primarily related to pandemic flu planning. What level of cross training has occurred with your water systems' staff?

- a. Less than 10%
- b. Between and 10-25%
- c. Greater than 25%
- d. Greater than 50%
- e. Greater than 75%

10. Business Continuity Plan (BCP)

A BCP provides an overall indicator of a utility's commitment to integrating risk management principles into the management culture that supports their operations. These plans address the

potential financial effects of a crisis, as well as the utility's flexibility to adapt human resource policies to meet the changing needs of employees. Do you have a Business Continuity Plan in place?

- a. No BPC or BPC Unknown
- b. Under Development
- c. BPC Completed
- d. BPC Implemented
- e. Annual commitment of resources to BPC and BPC exercised

11. Utility Bond Rating (UBR)

UBRs are assigned by Moody's and indicate a utility's ability and willingness to satisfy financial obligations. The rating includes five primary factors related to municipal finance which include market position, financial position, debt levels, governance, and covenants. Some utilities may not have a bond rating since they do not seek additional investment capital from the market. If applicable, what is your utility's bond rating?

- a. Caa, less than or equal to, or unknown
- b. B-Ba
- c. Baa-A
- d. AA
- e. AAA

12. Government Accounting Standards Board (GASB) Assessment

A GASB Assessment determines how much infrastructure has been evaluated to provide an indication of the utility's overall commitment to proper asset management. The assessment coverage is calculated as: $100 \times \text{total number of critical assets categorized into condition categories} \div \text{total number of critical assets as determined in the asset characterization step of the J100 standard}$. Has a GASB Assessment been calculated for your utility system?

- a. Less than 20%
- b. Less than 40%
- c. Less than 60%
- d. Less than 80%
- e. Greater than 80%

Documents

Following is a list of the types of information needed to complete the Risk and Resilience Assessment.

Asset Management System Reports	List of Critical Customers
Vulnerability Assessment	List of Suppliers
Organizational Chart	List of Partnerships
Emergency Response Plans	Incident Investigations
Emergency Action Plans	OSHA 300 Logs
Crisis Communication Plans	NICS Documents
Hazard Specific Plans	List of Critical Customers
Disaster Recovery Plans	List of Suppliers
Hazard Mitigation Plans	List of Partnerships
Facility Specific Plans	Incident Investigations
Contaminated Water Response Plans	OSHA 300 Logs
Business Continuity Plans	NICS Documents
Long Term Budget Plans	High Level CAD Drawings
Short Term Budget Plans	Incident Command Documents
Risk Management Plans	Recent Threats
IT Procedures	List of Recent Major Weather Events
Internal Contact Information	Mission, Vision, and Values Statements Maps
External Contact Information	High level PNID's
Maps	High Level CAD Drawings
High Level PNID's	

Utility Personnel

To gather the information needed to complete the Risk and Resilience Assessment it is likely we will need to speak with a number of utility personnel from different work areas to get the information and details needed for the AWIA project. Who at your facility would be the most knowledgeable person in each of the following areas:

	Name/Title	Phone #	Email Address
Primary Utility AWIA Contact			
Water Production			
Water Storage & Distribution			
Use, Storage & Handling of Various Chemicals			
Systems Operations and Maintenance			
Water Collection and Intake			
Pretreatment & Treatment			
IT Assets			
Financial Infrastructure Assets			

Utility Guidance for Compliance With America's Water Infrastructure Act

Emergency response plan deadlines are nearing for compliance with America's Water Infrastructure Act. Here's how to get on track.

By Sarah Deslauriers and George Whitten

July 15, 2020



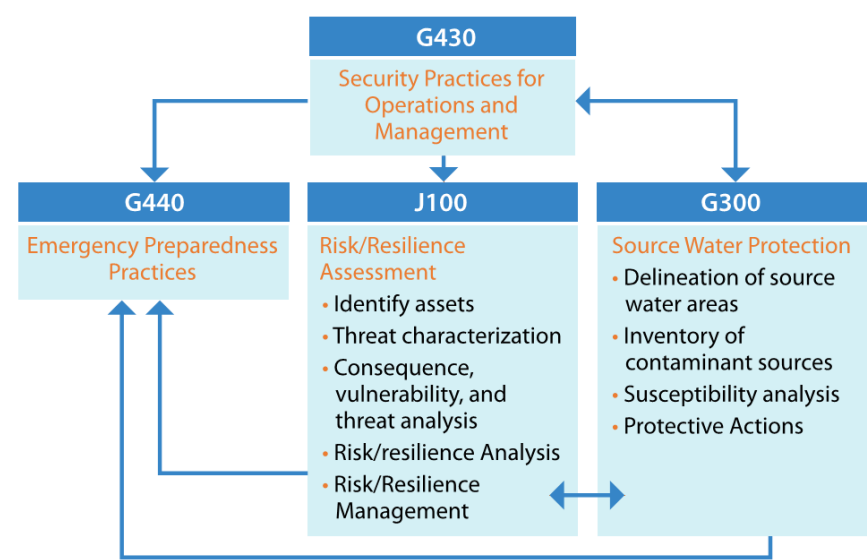
We can all agree water is critical to public health, safety and welfare. The recent passage of the America's Water Infrastructure Act (AWIA) in October 2018 underscores the importance of protecting our nation's water supplies and requires we take action now.

The concept of completing a formal vulnerability assessment (VA) and emergency response plan (ERP) for a community's water system dates back to the Bioterrorism Act of 2002. Early VAs and ERPs were typically developed using a terrorism threat basis, while more likely threats were often not considered, and

resiliency was ignored entirely. Best practices were dependent on which “expert” was developing them, generally without consideration for the business or operational needs of the water utility. Ultimately, few utilities implemented the recommendations of their original VAs and the documents quickly became obsolete.

The events of the last decade have demonstrated the need for a more holistic, all-hazards approach — one that doesn’t just focus on a terrorism threat basis, but incorporates a variety of other potential malevolent and natural hazard based threats to our water infrastructure.

Prior to the signing of AWIA 2018, the American Water Works Association (AWWA) understood the need for a more comprehensive approach to water system resilience and published a series of standards, including J100, G300, and G430, which provide guidance on addressing potential risks to water systems assets and operations. Unfortunately, very few utilities updated their VAs and ERPs to reflect these updated guidance documents. The figure below provides a snapshot of interdependencies of the resilience related standards published by AWWA:



With adoption of the AWIA, the EPA is establishing the need for a new holistic, all-hazards approach to water system resilience. The Act requires communities serving more than 3,300 customers to complete a comprehensive risk and resilience assessment (RRA), followed by updates to their ERP. The RRAs and ERP updates must consider and address physical security, operational procedures, water system configuration, cybersecurity, natural hazards and other relevant factors that contribute to the overall reliability and resiliency of a water system.

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If qualifying utilities do not complete the RRA and ERP by the designated dates (shown in Table 1) they will incur a fine of up to \$25,000 a day, enforceable by the EPA under Section 1414 of the Safe Drinking Water Act (SDWA). To avoid this penalty, a utility must complete the required efforts and submit a certified letter to EPA acknowledging completion of their RRA and ERP by the deadlines shown below.

Utility Size	Risk & Resilience Assessment	Emergency Response Plan
>100k	March 31, 2020	September 30, 2020
50k-100k	December 31, 2020	June 30, 2021
3,300-50k	June 30, 2021	December 30, 2021

While there are several approaches to achieving AWIA compliance, per AWIA Section 2013(a), the final RRA must address, at a minimum:

- Malevolent acts and natural hazards;

- Resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer or other automated systems;
- Monitoring practices;
- Financial infrastructure;
- System dependencies;
- Use, storage or handling of various chemicals; and
- Operation and maintenance.

After completing the RRA and submitting a certified letter to EPA (no later than the compliance deadline), the water utility must complete updates to its ERP, based on the threats identified in the RRA, within six months. Per AWIA Section 2013(b) the ERP updates must address, at a minimum:

- Strategies and resources to improve the resilience of the system;
- Plans, procedures and tools that can be implemented in the event of a malevolent act or natural hazard;
- Actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard; and
- Strategies that can aid in the detection of malevolent acts or natural hazards to the water system.

While the 2018 AWIA legislation doesn't specifically address several important considerations, such as follow-on implementation, wastewater systems assets and ERP testing and validation, the above requirements provide a solid foundation for creating more resilient water systems



DEPARTMENT OF PUBLIC UTILITIES

1506 North Walnut • Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: October 7, 2020

SUBJECT: Agenda Item – October 13, 2020
Building Services – 2021 Ford F-150 XL 2WD Reg Cab Truck

Staff is requesting Governing Body approval to waive the City bid policy to purchase a 2021 Ford F-150 XL 2WD Reg Cab Truck from Mike Carpino Ford, of Pittsburg, in the amount of \$23,600. This pricing is actually less than if purchased through the National Lease Purchasing Contract with Sourcewell. This vehicle will be utilized by the Building Services Division and will be purchased utilizing STCO funds.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 13, 2020. Action necessary will be approval or disapproval of staff's request and, if approved, authorize the issuance of the necessary purchase order.

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

Attachment: Product Information

CNGP530

VEHICLE ORDER CONFIRMATION

09/22/20 16:46:07

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Dealer: F5347

2021 F-150

Page: 1 of 1

Order No: 1212 Priority: L4 Ord FIN: QA218 Order Type: 5B Price Level: 12
 Ord PEP: 101A Cust/Flt Name: CITY PITTSBUR PO Number:

	RETAIL		RETAIL
F1C F150 4X2 R/C	\$28940	6010# GVWR	
122.5" WBASE		FLEET SPCL ADJ	NC
YZ OXFORD WHITE		425 50 STATE EMISS	NC
A VINYL 40/20/40	NC	50M INT WORK SURFACE	165
S MED DARK SLATE		57Q REAR DEFROSTER	220
101A EQUIP GRP	2080	794 PRICE CONCESSN	
.XL SERIES			
.POWER EQUIP GRP		TOTAL BASE AND OPTIONS	33550
.CRUISE CONTROL		XL HIGH DISCOUNT	(750)
.REV SENSING SYS		TOTAL	32800
.17"SILVER STEEL		*THIS IS NOT AN INVOICE*	
99B 3.3L V6 PFDI		*TOTAL PRICE EXCLUDES COMP PR	
44G ELEC 10-SPDAUTO			
.245/70R-17 A/S		* MORE ORDER INFO NEXT PAGE *	
X19 3.55 REG AXLE	NC	F8=Next	

9/22/2020

IMS2 screen capture

CNGP530

VEHICLE ORDER CONFIRMATION

09/22/20 16:46:11

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Dealer: F5347

2021 F-150

Page: 2 of 2

Order No: 1212 Priority: L4 Ord FIN: QA218 Order Type: 5B Price Level: 12
 Ord PEP: 101A Cust/Flt Name: CITY PITTSBUR PO Number:

	RETAIL		RETAIL
REMARKS TRAILER			
924 PRIVACY GLASS	100		
96P DROP-IN LINER	350		
FLEX FUEL			
SP DLR ACCT ADJ			
SP FLT ACCT CR			
FUEL CHARGE			
B4A NET INV FLT OPT	NC		
DEST AND DELIV	1695		

23600

TOTAL BASE AND OPTIONS 33550
 XL HIGH DISCOUNT (750)
 TOTAL 32800

THIS IS NOT AN INVOICE

*TOTAL PRICE EXCLUDES COMP PR

F7=Prev

F3/F12=Veh Ord Menu

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

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DEPARTMENT OF PUBLIC UTILITIES

1506 North Walnut • Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: October 5, 2020

SUBJECT: Agenda Item – October 13, 2020
Purchase of 2020 Capital Vehicles/Equipment

Staff is requesting Governing Body approval to waive the City bid policy to purchase 2020 Capital Vehicles/Equipment utilizing State contract pricing. This request is being made so that these prices can be locked in with the vendors. Below are the vehicles/Equipment to be purchased:

DESCRIPTION	COST	FUNDING
2020 Single Axle Dump Truck	\$84,853.00	Utility Operating
2021 Tandem Axle Dump Truck	\$110,738.00	Utility Operating

If approved, staff is also requesting authorization to send out an RFP seeking quotes from financial institutions for the financing of these vehicles/equipment based on a 5-year lease/purchase. Staff anticipates receiving RFP's on November 10th and to present a recommendation for award to the City Commission at their November 24th meeting.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 13, 2020. Action necessary will be approval or disapproval of staff's request.

If you have any questions, please free to contact me.



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Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: October 5, 2020

SUBJECT: Agenda Item – October 13, 2020
Emergency Repair of Lincoln Center HVAC System

Staff is requesting Governing Body approval to waive the City bid policy to make emergency repairs to the HVAC system at Lincoln Center. This work includes the demo of the two existing 12.5 ton HVAC units, air handlers, duct heaters and controls and to replace them with new units. Quotes were received from two vendors (see attached). The low bid was received from CDL Electric in the amount of \$42,804.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, October 13, 2020. Action necessary will be approval or disapproval of staff's request to waive the City bid policy and to authorize CDL Electric to perform the work. These repairs will be funded through STCO funds.

If you have any questions, please free to contact me.

Attachments: CDL Electric Quote
Satterlee Plumbing, Heating & Air Conditioning Quote



one company many solutions

1308 N. WALNUT, PITTSBURG, KS. 66762 Phone (620) 704-2390 E-Mail:

JOHN.LADERER@cdl-electric.com

Corporate Offices : 1308 N. Walnut Pittsburg, Ks. 66762

Phone (620)231-1830 Fax (620) 231-6421

PROPOSAL SUBMITTED TO CITY OF PITTSBURG	PHONE KENT 620-249-1562	DATE 9/24/2020
STREET 710 W. 9 th	JOB NAME AND LOCATION LINCOLN CENTER	
CITY, STATE AND ZIP CODE PITTSBURG, KS. 66762	JOB NUMBER	

HVAC BID: DEMO THE EXISTING TWO 12.5 TON CONDENSING UNITS, AIR HANDLERS, DUCT HEATERS AND CONTROLS. INSTALL TWO 12.5 TON 2 STAGE LENNOX CONDENSING UNITS, TWO 12.5 TON 2 STAGE AIR HANDLERS, TWO 300,000 BTU DUCT HEATERS, RUN ALL NEW COPPER SOME WILL BE EXPOSED UP THE EXTERIOR WALL, HAIL GUARDS, LOW AMBIENT KITS, AUXILIARY DRAIN PANS AND PUT A NEW PLYWOOD BASE UNDER THE AIR HANDLERS. 5 YEAR COMPRESSOR 1 YEAR ALL OTHER PARTS AND LABOR WARRANTY. MATERIAL AND LABOR TOTAL **\$42,804.00**

**Payment to be made as follows: 50% of the total \$ amount due at the beginning of the job.
THIS PRICE IS GOOD FOR 30 DAYS FROM THE PROPOSAL DATE.**

Date of Acceptance: ____/____/____

Authorized Signature: John Laderer

Signature: _____

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment shall be made as described above.

Please Note: Bid is only good for 30 days after date of submission.

Satterlee Plumbing Heating & Air Conditioning

Joplin, Missouri 64802
Mechanical Contractors

3423 N. Main * Telephones: 624-3660 – 624-3661—Fax: 624-3544
P.O. Box 400 * Joplin Missouri 64802-0400

September 17, 2020

Lincoln Center
710 W. 9th Street
Pittsburg, KS 66762

RE: Lincoln Center HVAC Replacement

Kent,

Thank you for the opportunity to quote this project. A complete price to replace the two 12.5 ton HVAC split systems at the Lincoln Center is \$50,500.00. We propose installing Ruud equipment with a three year parts and labor warranty and a 5 year compressor warranty. Please let me know if you have any questions.

Thank You,

Troy Lowery
Service Manager
Cell: 417-438-9488

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **City of Pittsburgh** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. **Primary Audit Services.** Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services and Mobility/Cellular) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Audit activities will not exceed six months after formal authorization. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. **Fees.** Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. **Invoicing and Payment.** Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. **Miscellaneous.** This agreement is governed by the laws of the State of Kansas, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY

City of Pittsburgh

Signature: _____

Print Name: _____

Date: _____

AUDITOR

The SpyGlass Group, LLC

Signature: _____

Print Name: Edward M. DeAngelo

Date: _____



Letter of Agency – Authorization to Access Telephone Provider Records

By signing this letter below, I am giving authorization to The SpyGlass Group, LLC (a) to access any and all customer service records, account information, contracts, long distance carrier information, pending order activity and/or any other information relevant to my local or long distance telecommunications service (voice or data), and (b) to establish electronic or online access to any billing for such service, if not already established, or if already established, to be provided login information for such electronic or online access. At SpyGlass' request, I give authorization to Provider to transmit customer service records and any requested documentation via email, fax to 440-348-9355 or mail to The SpyGlass Group, LLC, 25777 Detroit Rd., Ste. 400, Westlake, Ohio 44145. I represent that I have the authority to execute this form and grant this permission and I hereby desire for SpyGlass to be added as an authorized point of contact (POC) for these accounts. This Letter of Agency will be valid for no more than six months from the date of authorization. If authorization set forth in this Letter is withdrawn, Provider will be notified immediately in writing.

Client Information:

Signing Employee's Name: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Provider Information:

Provider Name: _____

Account Number (s): _____

Authorized Signature: _____

Date: _____

(Published in The Morning Sun on October 16, 2020)

ORDINANCE NO. S-1073

AN ORDINANCE LEVYING AN ADDITIONAL CITY RETAILERS SALES TAX IN THE AMOUNT OF ONE-HALF OF ONE PERCENT (0.50%) TO BE LEVIED FOR A TERM OF TEN (10) YEARS WITHIN THE CITY OF PITTSBURG, EFFECTIVE APRIL 1, 2021, OR THE NEXT AVAILABLE DATE, WITH THE REVENUE THEREFROM TO PAY FOR THE MAINTENANCE AND REPAIR OF CITY STREETS, AND NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ANNUALLY TO PAY FOR A SIDEWALK REPAIR MATCHING FUND FOR PROPERTY OWNERS.

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

Section 1. A majority of the electors voting thereon having approved at a special question election held on the 6th day of October, 2020, the levying of an additional retailers sales tax in the City of Pittsburg, as authorized by K.S.A. 12-187, et seq., as amended, there is hereby levied an additional city retailers sales tax in the amount of one-half of one percent (0.50%) to take effect on the first (1st) day of April 1, 2021, or the next available date.

Section 2. The revenue from said sales tax shall be used to pay for the maintenance and repair of city streets, and not to exceed One Hundred Thousand Dollars (\$100,000.00) annually to pay for a sidewalk repair matching fund for property owners.

Section 3. The sales tax levied in this ordinance shall continue for a time period of ten (10) years from the date such additional sales tax is first collected.

Section 4. Except as may be provided by law, such tax shall be identical in its application and exemptions therefrom to the Kansas Retailers Sales Tax Act and all laws and

administrative rules and regulations of the Kansas Department of Revenue relating to the state's retailers sales tax shall apply to such city retailers sales tax insofar as such laws and regulations may be made applicable. The services of the State Department of Revenue shall be utilized to administer, enforce and collect said tax.

Section 5. This ordinance shall be published once in the official city newspaper, and a copy duly certified shall be submitted to the State Director of Taxation by the City Clerk.

PASSED AND APPROVED this 13th day of October, 2020

Dawn McNay, Mayor

ATTEST:

Tammy Nagel, City Clerk