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DISPOSITION OF BIDS - DEMOLITION AND REMOVAL - 525 SOUTH BROADWAY - Consider staff recommendation to award the bid for the demolition and removal of the dilapidated structure at 525 South Broadway to Randy Vilela, based on his low bid in the amount of \$14,710.00, with the demolition to begin following the City's receipt of the environmental assessment results.

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PURCHASE OF CASE 90 SUPER N BACKHOE FOR WATER DISTRIBUTION - Staff is requesting Governing Body approval to waive the City bid policy to purchase a Case 590 Super N Backhoe through the National Lease Purchasing Contract with Sourcewell for Water Distribution utilizing planned funds in the Water Distribution Operating Budget. Staff will provide a verbal report on the negotiated pricing.

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BI-MONTHLY BUDGET REVIEW - Director of Finance Larissa Bowman will provide the April 30, 2021, bi-monthly budget review.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 11, 2021
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the April 27, 2021, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1325, amending Section 78-116 of the Pittsburg City Code to prohibit parking on the south side of Normal Street between South Homer Street and South Stilwell Street and to prohibit parking on the north and south sides of the 1000 block of East Adams, and authorization for the Mayor to sign the Ordinance on behalf of the City.
- c. Approval of Resolution No. 1245, relating to the designation of certain public parking spaces as handicapped parking spaces by adding additional spaces (the first parking space located on the south side of the 100 block of West Fourth street lying immediately west of the alley), and authorization for the Mayor to sign the Resolution on behalf of the City.
- d. Approval of Change Order No. 1, reflecting a deduct of \$7,813.84, making a new contract construction amount of \$50,980.96, and final payment in the amount of \$7,159.96 to Sprouls Construction, Inc., of Lamar, Missouri, for the West Euclid Street Repair Project.
- e. Approval of staff recommendation to award the bid for the provision of asphaltic concrete material for the 2021 City Sales Tax Street Program and Crawford County, Kansas, consisting of an estimated total of 17,500 tons of asphaltic concrete base and surface mix to Heckert Construction Co., Inc., of Pittsburg, based on their bids of: \$65.90 per ton SM9.5A (Virgin Mix) Asphalt; \$64.24 per ton SM12.5A (Virgin Mix) Asphalt; \$62.64 per ton SM19A (Virgin Mix) Asphalt; and an hourly cost for tandem truck delivery to Pittsburg of \$80.00 per ton and authorize the Mayor and City Clerk to execute the contract documents once prepared.

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- f. Approval of staff recommendation to award the bid for On-Call Concrete Sidewalk Construction Services from date of award through December 31st, 2021, with the option to renew the contract for two (2) additional one (1) year periods to Sprouls Construction, Inc., of Lamar, Missouri, based on their bids provided on the bid tabulation and authorize the Mayor and City Clerk to execute the contract documents once prepared.
- g. Approval of staff recommendation to award the bid for On-Call Concrete Street Construction Services from date of award through December 31st, 2021 with the option to renew the contract for two (2) additional one (1) year periods to RFB Construction, Inc., of Pittsburg, Kansas, based on their bids provided on the bid tabulation and authorize the Mayor and City Clerk to execute the contract documents once prepared.
- h. Approval of staff recommendation to submit an Emergency Solutions Grant (ESG) application to the Kansas Housing Resources Corporation in the amount of \$124,500 for homeless services including prevention, rapid re-housing and day shelter services, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- i. Approval of the Economic Development Advisory Committee (EDAC) recommendation to support the Pittsburg State University Kelce College of Business Economic Research Proposal at an investment level of \$25,000 to fully fund the project for one year and authorize the Mayor to sign the appropriate documents on behalf of the City.
- j. Approval of staff recommendation to appoint Yana Feldman to an unexpired term effective immediately and concluding on December 31, 2022, and Seth Harley to an unexpired term effective immediately and concluding on December 31, 2024, as members of the Memorial Auditorium Advisory Board.
- k. Approval of the Appropriation Ordinance for the period ending May 11, 2021, subject to the release of HUD expenditures when funds are received.
ROLL CALL VOTE.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 11, 2021
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CONSIDER THE FOLLOWING:

- a. LOGIC COMPENSATION GROUP, LLC - COMPENSATION AND BENEFITS STUDY AGREEMENT - Consider staff recommendation to enter into an agreement with Logic Compensation Group, LLC, for a Compensation and Benefits Study in which City employee salary ranges and benefits will be compared with businesses in the private and public sector in the four-state region. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the agreement on behalf of the City.**
- b. AWARD OF SALE - Consider award of the sale of the General Obligation Temporary Notes, Series 2021-1, of The City of Pittsburg, Kansas, on the basis of the bid submitted by the best bidder. **Approve or disapprove the award of the sale and, if approved, authorize the Mayor to sign the bid on behalf of the City.**
- c. RESOLUTION NO. 1244 - Consider adoption of Resolution No. 1244, authorizing and directing the issuance, sale and delivery of General Obligation Temporary Notes, Series 2021-1, of The City of Pittsburg, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith. **Approve or disapprove Resolution No. 1244 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
- d. DISPOSITION OF BIDS - DEMOLITION AND REMOVAL - 525 SOUTH BROADWAY - Consider staff recommendation to award the bid for the demolition and removal of the dilapidated structure at 525 South Broadway to Randy Vilela, based on his low bid in the amount of \$14,710.00, with the demolition to begin following the City's receipt of the environmental assessment results. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 11, 2021
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- e. PURCHASE OF CASE 90 SUPER N BACKHOE FOR WATER DISTRIBUTION - Staff is requesting Governing Body approval to waive the City bid policy to purchase a Case 590 Super N Backhoe through the National Lease Purchasing Contract with Sourcewell for Water Distribution utilizing planned funds in the Water Distribution Operating Budget. Staff will provide a verbal report on the negotiated pricing. **Approve or disapprove staff's request and, if approved, authorize the issuance of the necessary purchase requisition.**

SPECIAL PRESENTATIONS:

- a. ECONOMIC DEVELOPMENT QUARTERLY REPORT - Director of Economic Development Blake Benson, and Pittsburg State University Executive Director, Operations, Business Development, & Economic Engagement Darrell Pulliam, will present the quarterly Economic Development Report. **Receive for file.**
- b. KDOT 2022 CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) SURFACE PRESERVATION PROJECT - Director of Public Utilities Matt Bacon will provide an update regarding the CCLIP Surface Preservation (mill and overlay) Project on US-69B (North Broadway) from 2nd Street to 11th Street and K-126 (4th Street) from Pine to Broadway. **Receive for file.**

NON-AGENDA REPORTS & REQUESTS:

- a. BI-MONTHLY BUDGET REVIEW - Director of Finance Larissa Bowman will provide the April 30, 2021, bi-monthly budget review. **Receive for file.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 27, 2021

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, April 27th, 2021, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Chuck Munsell presiding and the following members present: Cheryl Brooks, Larry Fields, Dawn McNay, and Patrick O'Bryan.

Mayor Munsell led the flag salute.

PUBLIC INPUT – Mark Chambers, on behalf of the First United Methodist Church, provided an invocation.

PROCLAMATION - Mayor Munsell proclaimed May 4th, 2021, as Teacher and School Staff Appreciation Day in Pittsburg.

PROCLAMATION - Mayor Munsell proclaimed April 27th, 2021, as Pittsburg High School Key Club Day in Pittsburg.

APPROVAL OF MINUTES – On motion of O'Bryan, seconded by Fields, the Governing Body approved the April 13th, 2021, City Commission Meeting minutes as presented. Motion carried.

FINAL PAYMENT - WASTEWATER TREATMENT PLANT SITE CLEARING AND GRUBBING PROJECT – On motion of O'Bryan, seconded by Fields, the Governing Body approved final payment to RFB Construction Co., Inc., of Pittsburg, Kansas, in the amount of \$3,869.50 for the Site Clearing and Grubbing Project at the Wastewater Treatment Plant. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Fields, the Governing Body approved the Appropriation Ordinance for the period ending April 27th, 2021, 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.

FINAL PLAT - 3P DEVELOPMENT GROUP, LLC – On motion of McNay, seconded by O'Bryan, the Governing Body approved the Final Plat submitted by 3P Development Group, LLC, for the property located between the 1600 and 1700 Blocks on the south side of East 4th Street (Villas at Creekside), and authorized the Mayor and City Clerk to sign the plat on behalf of the City. Motion carried.

CONSULTANT AGREEMENT – On motion of O'Bryan, seconded by Brooks, the Governing Body entered into a Consultant Agreement with Olsson, Inc., of Pittsburg, Kansas, for the engineering services associated with the Atkinson Municipal Airport Apron Reconstruction Project in the amount of \$194,500, with the amount being funded in its entirety through the FAA Airport Improvement Program, and authorized the Mayor to sign the Consultant Agreement on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 27, 2021

NON-AGENDA REPORTS & REQUESTS:

SALES TAX – Finance Director Larissa Bowman announced that sales tax collections are up 9.52% when compared to the first four months last year.

ADJOURNMENT: On motion of Fields, seconded by McNay, the Governing Body adjourned the meeting at 5:55 p.m. Motion carried.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: April 27, 2021

SUBJECT: Agenda Item – May 11, 2021
Ordinance No. G-1325
No Parking – Normal Street and East Adams Street

The Traffic Advisory Board in its meeting of April 22th, 2021 reviewed the issue of parking on the portion of Normal Street between South Homer and South Stilwell, and on the 1000 block of East Adams, due to complaints of Obstructive parking in front of driveways and entrances.

After reviewing the issue, the Board voted to recommend to the Governing Body approval of an Ordinance prohibiting parking on the south side of Normal Street between South Homer and South Stilwell, and on the north and south sides of the 1000 block of East Adams Street.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 11, 2021. Action necessary will be approval or disapproval of the attached Ordinance No. G-1325.

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

Attachments: Ordinance No. G-1325

(Summary published in The Morning Sun on May 14, 2021)

ORDINANCE NO. G-1325

AN ORDINANCE amending Section 78-116 of the Pittsburg City Code to prohibit parking on the south side of Normal Street between south Homer Street and south Stilwell Street and to prohibit parking on the north and south sides of the 1000 block of east Adams.

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

Section 1. Section 78-116 of the Pittsburg City Code is amended to read as follows:

Sec. 78-116. No parking zones.

Except when necessary to momentarily avoid conflict with other traffic or in compliance with the direction of a police officer, it shall be unlawful for the driver of a vehicle to stop, stand or park any vehicle on:

Alleys

West side of alley lying between North Broadway Street and North Pine Street from 14th to 15th.

Adams Street

The north and south side of the 1000 block of east Adams Street.

Abby Lane

The west and south side of Abby Lane, an "L" shaped street, from Amber Drive to the west line of lot 20, Amber Meadows subdivision.

Amber Drive

The north side of Amber Drive from Rouse Avenue west to the west line of lot 9, Amber Meadows subdivision.

Broadway

Both sides of South Broadway from Kansas Avenue to Centennial Drive.
Both sides of North Broadway Street from 20th Street to the north city limits.

Cedar Crest Circle

The west side of Cedar Crest Circle from Cedar Crest Drive south, including the west half of the cul-de-sac, Cedar Crest Estates.

Cedar Crest Drive

The southern and west side of Cedar Crest Drive from Rouse Avenue east and south to the south line of lot 17, Cedar Crest Estates.

Cedar Lane

South side of Cedar Lane from 144 feet west of the intersection of Cedar Lane and Woodgate Terrace to 156 feet east of the intersection of Cedar Lane and Woodgate Terrace.

Centennial Drive

Both sides of Centennial Drive from South Broadway to Rouse.

Cleveland Street

South side of West Cleveland Street between Broadway and Olive Streets.

College Avenue

On the west side of South College Avenue between Forest Avenue and Martin Avenue.

College Street

The west side of College Street from its intersection with Jefferson Street to its intersection with Adams Street, during school days from 7:30 a.m. to 4:30 p.m.

East Park Street

On the south side of East Park Street from its intersection with the east edge of South Smelter Street east to the end of East Park Street.

Elm Street

West side of Elm Street between Lindburg and Ford.

West side of Elm Street from 14th to 15th.

East side of South Elm between East Washington and East Park.

East side of Elm Street between 13th Street and 14th Street.

East side of Elm Street from Ford Avenue to Hudson Street.

English Street

East side of English Street from its intersection with Ford Avenue south to its intersection with Union Street.

Fairview Street

East side of North Fairview Street between 9th and 10th Streets.

Ford Circle

Both sides of Ford Circle.

Ford Avenue

On both sides of Ford Avenue from Rouse to Broadway.

Forest Street

South side of Forest Street from Broadway to Walnut.

Grand Oaks Court

Both sides of Grand Oaks Court from Grand Oaks Drive north, including the cul-de-sac, Grand Oaks Estates 2nd Addition.

Grand Oaks Drive

Both sides of Grand Oaks Drive from Rouse Avenue west and north, including the cul-de-sac, Grand Oaks Estates Replat and Grand Oaks Estates 2nd Addition.

Hobson Drive

On both sides of Hobson Drive from its intersection with the south curb of Ford Avenue south a distance of 155 feet.

Homer Street

East side of Homer Street from Ford Street to Quincy Street.

West side of Homer Street from Twin Lakes Drive to Ford Street.

Both sides of the 1000 block of South Homer from its intersection with the 500 block of East Monroe south to its intersection with the 600 block of East Monroe.

West side of Homer Street from the pedestrian crosswalk at the intersection of Homer and Normal south 130 feet to the entrance of the parent drop off to George Nettels Elementary School.

Industrial Street

West side of Industrial Street from 13th Street to 14th Street.

Jefferson Avenue

On both sides of Jefferson Avenue a distance of 100 feet west from the west line of Broadway, and a distance of 100 feet east from the east line of Broadway.

On the south side of Jefferson between South Walnut Street and South Olive Street.

Joplin Street

Both sides of South Joplin from Lindburg Street to Centennial Drive.

East side of Joplin, commencing 100 feet south of the intersection of East Carlton and South Joplin, then north to the south line of the intersection of East Belleville and South Joplin.

Both sides of Joplin Street from 4th Street to Park Avenue.

West side of North Joplin Street from 4th Street to 20th Street.

Both sides of North Joplin from 20th Street to Atkinson Avenue.

J.F. Kennedy Street

On the west side of J.F. Kennedy Street from Ford Street to Hudson Street.

Lincoln Park

On the north side of the road extending from the east end of the parking lot adjacent to Jim Kelly ball diamond to Memorial Drive.

On the south side of ball park access road from the east end of the parking lot adjacent to Jim Kelly ball diamond to Memorial Drive.

Lindburg Street

North side of West Lindburg Street from its intersection with South Walnut Street to the first alley west of South Walnut Street.

Locust Street

West side of South Locust between East Lindburg Street and East Ford Street.

East side of South Locust Street from 2nd Street to Park Avenue.

West side of North Locust Street from its intersection with East 6th Street south to the northern entrance to City Parking Lot No. 7.

Both sides of North Locust Street between East 29th Street and the Wal-Mart parking lot.

West side of South Locust between East Lindburg Street and East Hudson Street.

West side of South Locust from the intersection of Lindburg Street south 180 feet.

Mallory Court

East side of Mallory Court from the intersection of 14th Street south 483 feet including the east half of the cul-de-sac.

Martin Street

South side of West Martin between Olive and College Streets.

Memorial Drive

South side of Memorial Drive (West 12th Street) from U.S. Highway 69 bypass to Georgia Street.

North side of Memorial Drive from Miles Street to the west entrance of the ball park access road.

South side of Memorial Drive from Catalpa Street to the band dome parking lot.

Michigan Street

East side of Michigan Street from 15th Street to 16th Street.

Mill Road

North side from 147 feet west of the intersection of Mill Road and Woodgate Terrace to 157 feet east of the intersection of Mill Road and Woodgate Terrace.

Monroe

On both sides of the 500 block of East Monroe from its intersection with Smelter Street east to its intersection with Homer Street.

South side of Monroe Street from Stilwell Street east to the dead end.

Normal Street

On the south side of Normal Street between south Homer Street and South Stilwell Street.

North Highland Street

On both sides of North Highland Street from its intersection with the south curb of East Fourth Street south a distance of 100 feet.

Oak Ridge Circle

Both sides of Oak Ridge Circle.

Oak Ridge Road

South side of Oak Ridge Road from the west side of the intersection of South Tucker Terrace and Oak Ridge Road west to the east side of the intersection of South Tucker Avenue and Oak Ridge Road.

Both sides of Oak Ridge Road from the intersection of Tucker Terrace east 115 feet.

Olive Street

East side of South Olive Street from the intersection of Olive Street and Quincy Street south 165 feet.

East side of South Olive Street between Cleveland and Walnut Streets.

West side of South Olive Street from Jefferson Street to Webster Street.

Park Street

South side of West Park Street between Broadway and College Streets.

Pine Street

East side of North Pine between 7th and 8th Streets.

Both sides of North Pine Street from 11th Street to 15th Street.

Both sides of Pine Street from the intersection of Quincy Street south 535 feet to a point 200 feet north of Carlton Street.

Quincy Street

On the north side of West Quincy Street from College Street to Catalpa Street.

On the south side of West Quincy Street from Catalpa to the U.S. 69 Highway bypass.

On both sides of West Quincy Street for a distance of 450 feet from the west right-of-way of Broadway.

On both sides of East Quincy Street from the east right-of-way of Broadway to the Rouse Street intersection.

Rouse Street

Rouse Street from 4th Street to Centennial Drive.

On both sides of North Rouse Street from East 4th Street north to north City limits.

Scotty Drive

The east side of Scotty Drive from 31st Street north, including the east half of the cul-de-sac, replat of lots 1, 2, 3, 4, 19, 20 and 21 Radell's Second Addition.

Tanglewood Drive

Both sides of Tanglewood Drive from the north intersection with Rouse Avenue south to the south intersections with Rouse Avenue, first replat of Tanglewoods.

Tucker Avenue

The east side of South Tucker Avenue from the south side of the intersection of Oakridge Road and South Tucker Avenue south a distance of 143 feet.

The west side of North Tucker Avenue from the south side of the intersection of North Tucker Avenue and East 4th Street to the north side of the intersection of North Tucker Avenue and East 10th Street.

Tucker Terrace

The west side of South Tucker Terrace from the north side of the intersection of South Tucker Terrace and Oak Ridge Circle to the north side of the intersection of South Tucker Terrace and Oak Ridge Road.

Both sides of South Tucker Terrace from the south side of its intersection with Ford Street south to the north side of the intersection with South Tucker Terrace and Oak Ridge Circle.

West side of South Tucker Terrace from the north side of its intersection with Oak Ridge Circle to the north side of its intersection with Oak Ridge Road.

Victorian Drive

On the west side of Victorian Drive and on the south side of Victorian Drive.

Villa Drive

South side from the west side of the intersection of Villa Drive and Victoria Drive west a distance of 271 feet.

Walnut Street

West side of North Walnut between 3rd Street and 9th Street.

West side of South Walnut for a distance of 30 feet North of South Walnut Street intersection with West Lindburg Street.

On the east side of South Walnut Street from Jefferson Street to Quincy Street.

Both sides of North Walnut Street from 15th Street to 20th Street.

On both sides of Walnut Street from Kansas Avenue, northwesterly to the fast alley running east and west thereof.

On the west side of Walnut Street from Euclid Avenue south to the east-west alley.

On the west side of Walnut Street from Kansas Avenue south to the first alley running east and west.

On the west side of former Walnut Street from Kansas Avenue north to the east-west alley.

Warren Street

On the west side of North Warren between 3rd Street and 4th Street.

Washington Avenue

On the south side of Washington Avenue beginning at the intersection of College Avenue and Washington Avenue and continuing for a distance of 280 feet to the east end of the Lakeside Elementary School drive-thru island.

South side of East Washington Street from Rouse Street west to the K.C.S. Railroad tracks.

Windsor Circle

On the east side of Windsor Circle and on the south side of Windsor Circle.

Windsor Court

The east side of Windsor Court from Windsor Drive south, including the east half of the cul-de-sac, Balkans' Addition.

Woodgate Terrace

The east side of Woodgate Terrace from the north side of the intersection of Mill Road and Woodgate Terrace north to the south side of the intersection of Cedar Lane and Woodgate Terrace.

1st Street

South side of 1st Street from Broadway Street to Pine Street.

North side of 1st Street from Broadway to Locust.

3rd Street

South side of 3rd Street from Pine Street to Walnut Street.

On both sides of West 3rd Street between North Olive Street and North College Street.

The north side of 3rd Street beginning at the alley lying between North Walnut and Olive Streets thence west to Olive Street.

South side of 3rd Street between Walnut Street west to the north-south alley.

The north side of 3rd Street between Georgia Street and Warren Street.

4th Street

On the outside perimeter of the street designated as 4th Street Circle.

On the north side of East 4th Street for a distance of 150 feet east of such East 4th Street's intersection with North Grand Avenue.

On both sides of East 4th Street between Lapham Street and Water Street.

5th Street

On the north side of east 5th Street from the southwest corner of lot 16, block 13, original town addition to the city east to Joplin Street.

6th Street

The north side of 6th Street between Elm Street and Locust Street.

The north side of 6th Street between North Short Street and North Stilwell Street.

9th Street

South side of 9th Street from Locust to first alley west of Locust.

10th Street

South side of East 10th Street between Broadway and Locust.
Both sides of East 10th Street between Locust and Joplin Streets.
Both sides of West 10th Street between Walnut and Catalpa Streets.

14th Street

South side of East 14th Street from Elm to Grand Streets.
Within 100 feet of the intersection of Broadway and 14th Street on the east side of Broadway or the south side of 14th Street.

18th Street

North side of East 18th Street between Locust Street and Elm Street.

19th Street

North side of West 19th Street between Broadway Avenue and Walnut Street.
North side of East 19th Street between Grand Street and Joplin Street.

20th Street

South side of East 20th Street from Locust Street which extends south of 20th Street to Michigan Street.
On both sides of East and West 20th Street from a point 356 feet east of the east right-of-way line of Broadway Street west to the U.S. 69 Bypass.

22nd Street

On the north side of East 22nd Street from its intersection with the east edge of North Tucker Street to the west curb of North Rouse Street.

23rd Street

South side of West 23rd Street from North Pine (Walnut) Street west to the railroad right-of-way.
Both sides of East 23rd Street from Broadway Street to Michigan Street.

24th Street

Both sides of the 100 Block of West 24th Street.

27th Street

Both sides of 27th Street from the east side of its intersection with Broadway Avenue to the west side of the intersection of 27th Street and Joplin Avenue.

29th Street

On either side of East 29th Street between North Joplin Street and North Broadway Street.

Section 2. This Ordinance shall take effect upon publication in the official City paper.

Adopted and approved by the Governing Body on this 11th day of May, 2021.

Mayor - Chuck Munsell

ATTEST:

Tammy Nagel - City Clerk



DEPARTMENT OF PUBLIC UTILITIES

1506 N. Walnut Street · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: May 5 2021

SUBJECT: Agenda Item – May 11, 2021
Resolution No. 1245
Handicapped Parking

The City of Pittsburg has received a request from Rick Stevens to formally designate a parking space in front of 105 W. 4th as handicapped.

The Traffic Advisory Board, in its meeting of March 25th, 2021, reviewed the request and it was the consensus of the Board to recommend to the Governing Body approval of a Resolution formally designating the first parking space located on the South side of the 100 block of West Fourth street lying immediately West of the alley as handicapped parking.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 11, 2021. Action necessary will be approval or disapproval of the attached Resolution No. 1245 designating the handicap parking space as requested.

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

Attachments: Resolution No. 1245

RESOLUTION NO. 1245

A Resolution amending Resolution No. 846, as amended, relating to the designation of certain public parking spaces as handicapped parking spaces by adding an additional parking space.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS that Resolution No. 846, as amended, is hereby amended with the following public parking spaces designated and marked as reserved for the use of handicapped persons pursuant to K.S.A. 8-1,126, as amended, to-wit:

mmm) The first parking space located on the South side of the 100 block of West Fourth street lying immediately West of the alley.

Resolution No. 846 is amended to read as follows:

WHEREAS, the Governing Body of the City of Pittsburg, Kansas, pursuant to K.S.A. 8-1,126, as amended, desires to designate certain public parking spaces in the City as spaces for handicapped parking,.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, that the following public parking spaces shall be designated and marked as reserved for the use of handicapped persons as authorized by K.S.A. 8-1,126, as amended, to -wit:

- a) The first parking space on the south side of the 100 Block of East Seventh Street;
- b) The first parking space on the north side of the 100 Block of West Sixth Street;
- c) The first parking space on the south side of the 100 Block of East Fifth Street;
- d) The first parking space on the north side of the 100 Block of West Fourth Street;
- e) The first parking space on the west side of North Broadway lying immediately north of its intersection with West Second Street;
- f) Parking spaces 1 and 26 in municipal parking lot number 1 in the 400 Block of North Pine Street;
- g) Two parking spaces on the north side of the 300 Block of West Euclid Street, starting at a point 178.65 feet from the west right-of-way of South Walnut Street and thence west 52 feet with an 8 foot space in between the two spaces;

- h) The first parking space on the north side of the 100 Block of West Third Street;
- i) The first parking space on the north side of West Seventh Street lying immediately east of its intersection with North Pine Street;
- j) Two parking spaces on the south side of the 100 Block of East 14th Street starting at a point 205 feet from the west right-of-way of North Elm Street and thence east 30 feet with a 10 foot space in between the two spaces;
- k) The first parking space south of West Seventh Street on the west side of Pine Street;
- l) The first parking space immediately west of the main entrance of the Atkinson Municipal Airport Administration Building;
- m) One parking space on the north side of the 700 Block of East Sixth Street, starting at a point 223 feet from the west right-of-way of South Stilwell;
- n) One parking space on the south side of the 400 Block of West Martin, starting at a point 455 feet from the west right-of-way of South College;
- o) The first parking space on the north side of the 100 Block of East Fourth Street;
- p) Parking space number 17 at 201 West Fourth Street (City Hall);
- q) The sixth parking space on the west side of the south alley adjacent to 211 West Fourth Street (Pittsburg Public Library);
- r) The first two parking spaces on the west side of 211 West Fourth Street (Pittsburg Public Library) off of North Walnut Street;
- s) One parking space on the east side of the 700 Block of South College Street 50 feet from the north road right-of-way of Adams Street;
- t) One parking space on the north side of the 400 Block of West Fifth Street 335 feet from the east road right-of-way of Miles Street;
- u) The first two parking spaces to the south of the driveway entrance to the west parking lot located in the 600 Block of North Pine Street;
- v) The last parking space before Pine Street on the north side of the 100 Block of West Seventh Street;
- w) Parking spaces numbers 16 and 17 in the north parking lot of Schlanger Park located in the 800 Block of East Fourth Street;
- x) The first parking space on the south side of the Schlanger Park parking lot east of Sixth and Stilwell streets;

- y) Parking space number 8 in the parking lot on the east side of the 1400 Block of North Michigan Street;
- z) The first parking space in the parking lot at East 16th Street and North Michigan Street;
- aa) The first two parking spaces in the southwest corner of the parking lot on Memorial Drive north of Jaycee Ball Park;
- bb) One parking space in the northeast corner of the parking lot west of Lincoln Center;
- cc) The first two parking spaces in the parking lot northeast of Lincoln Center;
- dd) The first four parking spaces in the Aquatic Center parking lot off of Ninth Street;
- ee) The first two parking spaces on Memorial Drive northwest of the Lincoln Park Band Dome;
- ff) One parking space on the south side of West Martin Street, 600 feet east of the east road right-of-way of Woodland Street;
- gg) Parking space numbers 29, 30 and 54 on south side of Memorial Drive east of Georgia Street;
- hh) One parking space on the south side of the 100 Block of West Third Street in front of 103 West Third Street (American Red Cross);
- ii) One parking space on the south side of the 200 Block of East 17th Street, 235 feet from the east road right-of-way of North Locust Street;
- jj) Five parking spaces on McNally Drive;
- kk) Parking space numbers 1, 2, 3, 4 and 23 in the northeast corner of the parking lot at Four Oaks Golf Course Complex;
- ll) One parking space on the west side of 400 Block of North Broadway 100 feet south of Fifth Street;
- mm) One parking space on the north side of 100 Block of North Broadway 50 feet west of Broadway Avenue;
- nn) One parking space at 723 North Broadway;
- oo) One parking space at 621 North Broadway;
- pp) One parking space at 523 North Broadway;
- qq) One parking space at 312 North Pine;

- rr) One parking space at 404 North Broadway;
- ss) One parking space at 502 North Broadway;
- tt) One parking space at 604 North Broadway;
- uu) One parking space at 704 North Broadway;
- vv) One parking space at 804 North Broadway;
- ww) One parking space at the northeast corner of Ninth and Broadway Streets;
- xx) The first parking space from the entrance off of Locust Street on the right in municipal parking lot number 2 located at Fifth and Locust Streets;
- yy) The first parking space on the southwest corner and the first space on the southeast corner in municipal parking lot number 3 located at Third and Locust Streets;
- zz) Three parking spaces in the new parking lot just south of the old parking lot in municipal parking lot number 4 located in the 600 Block of North Pine Street;
- aaa) The first parking space from the entrance off Locust Street on the left and the last parking space on the left in the southwest corner of municipal parking lot number 5 located at Fourth and Locust Streets (lot northeast of the intersection);
- bbb) The first parking space on the right and the last two parking spaces on the left from the south entrance and from the north entrance into the lot the last two parking spaces on the left side in municipal parking lot number 7 located in the 500 Block of North Locust (west side).;
- ccc) The first parking space on the right from the entrance of municipal parking lot number 8 located in the 400 Block of North Locust (west side); and
- ddd) The last parking space on the east side of the 300 Block of North Pine Street;
- eee) One twenty foot parking space on the west side in the 100 Block of North Pine Street starting 118 north of West First Street;
- fff) One twenty foot parking space on the south side of Hobson Street starting approximately 100 feet east of the corner of the Joplin Avenue and Hobson Street intersection adjacent to Kiwanis Park;
- ggg) The first twenty foot parking space west of the alley on the north side of Third Street between Broadway Avenue and Pine Street;
- hhh) The first two twenty foot parking spaces on the south side of Sixth Street nearest Pine Street west of the alley between Broadway Avenue and Pine Street;

- iii) The first twenty foot parking space on both the north and south sides of the 200 Block of East Seventh Street nearest Locust Street;
- jjj) Two twenty foot parking spaces on the south side of Washington Street closest to College Street between College Street and Olive Street;
- kkk) The first twenty foot parking space on the north side of Fifth Street closest to Pine Street west of the alley between Broadway Avenue and Pine Street;
- lll) The first twenty foot parking space on the west side of Pine Street south of the intersection of 3rd and Pine;
- mmm) The first parking space located on the South side of the 100 block of West Fourth street lying immediately West of the alley.

PASSED AND APPROVED this 11th day of May, 2021.

Mayor - Chuck Munsell

Attest:

City Clerk - Tammy Nagel

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: May 3, 2021

SUBJECT: Agenda Item – May 11, 2021
Final Payment and Change Order No. 1
West Euclid Street Repair Project

The contractor, Sprouls Construction, Inc., of Lamar, Missouri, has completed all work on the West Euclid Street Repair Project and is now requesting final payment. They have also submitted Change Order No. 1 for consideration. This change order covers mainly adjustment in plan quantities. In addition, two (2) short sections of private sidewalk had to be removed and replaced as it did not line up after the curb was replaced and had settled over time creating a tripping hazard. These changes reflect a deduct of \$7,813.84, making a new contract construction amount of \$50,980.96. This project is being funded with sales tax street program funds.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 11, 2021. Action necessary will be approval or disapproval of Change Order No. 1 and for final payment to Sprouls Construction, Inc. in the amount of \$7,159.96.

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

Attachments: Final Payment Documents



**PAY APPLICATION
WEST EUCLID STREET REPAIRS PROJECT**

PAY APPLICATION NO. FINAL 03/24/2021

CONTRACTOR: Sprouls Construction Co., Inc.
397 W Hwy DD
Lamar, Missouri 64759

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	ADD QUANTITY	UNIT	NEW QUANTITY	NEW CONTRACT AMOUNT	% OR UNITS COMPLETE	VALUE
BASE BID											
1	Mobilization	1	L.S.	\$ 2,000.00	\$ 2,000.00					1	\$ 2,000.00
2	Traffic Control	1	L.S.	\$ 2,000.00	\$ 2,000.00					1	\$ 2,000.00
3	Pavement Removal	226	S.Y.	\$ 25.00	\$ 5,650.00	-32.9	S.Y.	193.1	\$ 4,827.50	193.1	\$ 4,827.50
4	Brick Street Patching	205.20	S.Y.	\$ 199.00	\$ 40,834.80	-35.8	S.Y.	169.4	\$ 33,710.60	169.4	\$ 33,710.60
5	18"x6" Concrete Curb (Special)	277	L.F.	\$ 30.00	\$ 8,310.00	-2.2	L.F.	274.8	\$ 8,244.00	274.8	\$ 8,244.00
New	Concrete Sidewalk (4")			\$ 60.26		3.3	S.Y.	3.3	\$ 198.86	3.3	\$ 198.86
Original Contract Construction Amount											\$ 58,734.80
Change Order #1											\$ (7,813.84)
Value of Completed Work											\$ 50,980.96
Less 10% Retainage											\$ -
Less Previous Estimates											\$ 43,821.00
Total Deductions											\$ 43,821.00
Amount Due Contractor on this Estimate											\$ 7,159.96

REQUESTED BY: SPROULS CONSTRUCTION CO., INC.

Doug Sprouls

DATE: 4-28-2021

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

Greg Hardister

DATE: 5-3-2021

APPROVED BY: MATT BACON, DIRECTOR OF PUBLIC UTILITIES, CITY OF PITTSBURG

Matt Bacon

DATE:



**WEST EUCLID STREET REPAIRS PROJECT
Change Order No. 1**

CONTRACTOR: Sprouls Construction Co., Inc.

Date: March 24, 2021

397 W. Hwy. DD

Lamar, Missouri 64759

ORIGINAL CONTRACT CONSTRUCTION AMOUNT	\$ 58,794.80
CHANGE ORDER NO. 1 DATED 03-24-2021	\$ (7,813.84)
NEW CONTRACT CONSTRUCTION AMOUNT	\$ 50,980.96

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
3	Pavement Removal	-32.9	S.Y.	\$ 25.00	\$ (822.50)
4	Brick Street Patching	-35.8	S.Y.	\$ 199.00	\$ (7,124.20)
5	18" x 6" Curb (Special)	-2.2	L.F.	\$ 30.00	\$ (66.00)
New	Concrete Sidewalk (4")	3.3	S.Y.	\$ 60.26	\$ 198.86
TOTAL CHANGE ORDER NO. 1					\$ (7,813.84)
NEW CONTRACT CONSTRUCTION AMOUNT					\$ 50,980.96
ENGINEERING AND INSPECTION (10%)					\$ -
NEW PROJECT TOTAL					\$ 50,980.96

ACCEPTED BY: SPROULS CONSTRUCTION CO., INC.

Doug Sprouls

DATE: 4-28-2021

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

Greg Hardister

DATE: 5-3-2021

APPROVED BY: MATT BACON, DIRECTOR OF PUBLIC UTILITIES, CITY OF PITTSBURG

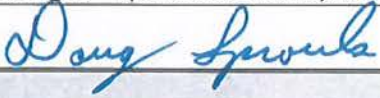


Matt Bacon

DATE: _____

DATE OF APPROVAL BY CITY COMMISSION: _____



WEST EUCLID STREET REPAIRS PROJECT
FINAL PAYMENT DUE CONTRACTOR

PROJECT: WEST EUCLID STREET REPAIRS PROJECT		Date: March 24, 2021
CONTRACTOR: Sprouls Construction Co., Inc. 397 W. Hwy. DD Lamar, Missouri 64759		
ORIGINAL CONTRACT CONSTRUCTION AMOUNT		\$ 58,794.80
CHANGE ORDER NO. 1 DATED 03-24-2021		\$ (7,813.84)
TOTAL CONSTRUCTION COST		\$ 50,980.96
Less Previous Payments		\$ 43,821.00
BALANCE DUE CONTRACTOR (FINAL PAYMENT)		\$ 7,159.96
ACCEPTED BY: Sprouls Construction Co., Inc.  DATE: 4-28-2021		
SUBMITTED BY: Greg Hardister, Engineering Supervisor, City of Pittsburg  DATE: 5-3-2021		
APPROVED BY: Matt Bacon, Director Of Public Utilities, City of Pittsburg  DATE:		
DATE OF APPROVAL BY CITY COMMISSION:		

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**
AIA DOCUMENT G707

Owner
Architect
Contractor
Surety
Other

PROJECT: West Euclid St Repairs Project - South Catalpa Street to South Olive Street
(name, address)

TO: (Owner)

City of Pittsburg, Kansas
201 W. 4th Street
Pittsburg, KS 66762

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:
Sprouls Construction, Inc.
397 W. DD Hwy
Lamar, MO 64759

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
Merchants National Bonding, Inc.
6700 Westown Parkway
West Des Moines, IA 50266

.SURETY COMPANY

on bond of (here insert name and address of Contractor)
Sprouls Construction, Inc.
397 W. DD Hwy
Lamar, Missouri 64759

.CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Pittsburg, Kansas
201 W. 4th Street
Pittsburg, KS 66762

.OWNER.

as set forth in the said Surety Company's bond. **Bond No.: NKS2015**

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 27th day of April, 2021

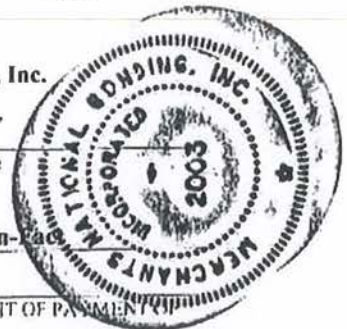
Surety Company
Merchants National Bonding, Inc.

Signature of Authorized Representative

Dale A. Gebauer - Attorney-In-Fact
Title

Attest:
(Seal):

[Signature]



NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS, Current Edition

AIA DOCUMENT G707-CONSENT OF SURETY COMPANY TO FINAL PAYMENT-APRIL 1970 EDITION-AIA®
PAGE

ONE

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MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Ben Williams; D C Pruett; Dale A Gebauer; Darrell Conrade; Diane Hoheisel; Matthew J Miller; Rebecca A Lilley; Sean R Miller; Terri Jo Modellmog; Zachary J Sanders

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of February, 2021.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of February, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of April, 2021.



William Warner Jr.
Secretary



397 W. DD Hwy. • Lamar, MO 64759

(417) 682-9577 • (417) 682-2277 fax

TO: CITY CLERK
CITY OF PITTSBURG
PITTSBURG, KANSAS 66762

General Contractors

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

State of Kansas <u>MISSOURI</u> <u>BARTON</u> County	Contractor: <u>Sprouls Construction Inc</u>
On this <u>27</u> day of <u>APRIL</u> , 20 <u>21</u> , before me, a Notary Public in and for the aforementioned County and State, personally appeared	By: <u>Doug Sprouls</u>
to me known to be the identical person who executed the above statement.	Title: <u>project mgr</u>
<u>Deanna Suter</u> Notary Public	Seal: _____ (If Corporate)
My Commission Expires: <u>June 19 2024</u>	

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

IN WITNESS this 27th day of April, 2021.



Merchants National Bonding, Inc.
Dale A. Gebauer
Signature of Authorized Representative

ATTORNEY-IN-FACT
RESIDENT AGENT.

cc: Engineering Division

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Ben Williams; D C Pruett; Dale A Gebauer; Darrell Conrade; Diane Hoheisel; Matthew J Miller; Rebecca A Lilley; Sean R Miller; Terri Jo Modelmog; Zachary J Sanders

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of February, 2021.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of February, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of April, 2021.



Division of Taxation
109 SW 9th Street
Topeka, KS, 66601-3506

Mark A. Burghart, Secretary



Phone: 785-296-3081

Fax: 785-296-7928

www.ksrevenue.org

Laura Kelly, Governor

STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

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

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number** 0000088537, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

Sprouls Construction Co., Inc.

Contractor / Subcontractor

397 W. Hwy. DD

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

Lamar, Missouri 64759

City, State Zip

Doug Sprouls, PROJ. Admin.
Signature and Title of Authorized Representative

4-28-2021
Date

INSTRUCTIONS

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

PR-77 (Rev. 09/16)

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: May 3, 2021

SUBJECT: Agenda Item – May 11, 2021
Disposition of Bids
2021 Sales Tax Program Asphalt Material

Bids were received on Tuesday, April 22, 2021, for the provision of asphaltic concrete materials for the 2021 City Sales Tax Street Program and the Crawford County Engineer's Office consisting of an estimated combined total of 17,500 tons of asphaltic concrete base and surface mix. Notices were sent to seven (7) suppliers as well as published in the newspaper and posted to the City's website, but only two (2) bids were received (see attached bid tabulation).

After reviewing the bids received, staff is recommending that the bid be awarded to Heckert Construction Co., Inc., of Pittsburg. This recommendation is based upon consideration of the following:

- 1) Bid documents provide a hauling cost of \$0.30/ton/mile be added to the bid price per ton to calculate the City's actual cost from 4th and the US 69 Bypass to the Bidders batch plant; and
- 2) The City's weighted local bid preference policy.

The driving distance is 5 miles (Pittsburg, KS) from Heckert Construction Co., Inc.'s batch plant vs. 36 miles (Carthage, MO) from Blevins Asphalt Construction Co., Inc.'s batch plant.

Please place this item on the agenda for the City Commission Meeting scheduled for Tuesday, May 11, 2021. Action necessary will be approval or disapproval of the recommendation to award the bid to the lone bidder and, if approved, authorize the Mayor and City Clerk to sign the contract documents once prepared.

Attachment: Bid Tabulation



The City of Pittsburg and Crawford County, Kansas
2021 Sales Tax Street Program Asphalt Material
Thursday, April 22, 2021 -- 2:00 p.m.

Name and Address of Bidder	SM9.5A Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP)	SM12.5A Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP)	SM19A Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP)	Driving Distance (Plant to 4 th & US69)	Minimum Tonnage For Start- Up/Start- Up Charge	Tandem Truck Delivery Hourly Cost
Blevins Asphalt Construction Co., Inc. P.O. Box 230 Mt. Vernon, Missouri 65712	VM \$55.00	VM \$55.00	VM \$55.00	Carthage MO 36 mi.	50 tons	\$95.00
	Less \$2.00	Less \$2.00	Less \$2.00		\$1,000.00	
Heckert Construction Co., Inc. 746 East 520 th Avenue Pittsburg, Kansas 66762	VM \$65.90	VM \$64.24	VM \$62.64	Pittsburg KS 5 mi.	100 tons	\$80.00
	Less \$3.14	Less \$3.14	Less \$3.14		\$500.00	
	VM \$	VM \$	VM \$			
	Less \$	Less \$	Less \$			
	VM \$	VM \$	VM \$			
	Less \$	Less \$	Less \$			
2020 Bids Heckert Construction Co., Inc.	VM \$62.69	VM \$61.05	VM \$59.44		75 tons	Delivery charge to Pittsburg \$3.20
	Less \$2.95	Less \$2.95	Less \$2.95		\$475.00	

NOTE: Bid documents provide a hauling cost of \$0.30 per ton per mile additional amount to be added to bid.

Blevins Asphalt – 36 mi. x 2 (round trip) = 72 mi. @ \$0.30 = \$21.60/ton

Heckert Construction – 5 mi. x 2 (round trip) = 10 mi. @ \$0.30 = \$3.00/ton

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: May 4, 2021

SUBJECT: Agenda Item – May 11, 2021
DISPOSITION OF BIDS
On-Call Concrete Construction Services (Sidewalks)

Bids were received on Tuesday, May 4, 2021, for On-Call Concrete Construction Services (Sidewalks) from date of award through December 31st, 2021 with the option to renew the contract for two (2) additional one (1) year periods (see attached bid tabulation). This contract will include concrete repairs and modifications for work associated to sidewalks, ADA ramps, curb and gutter, concrete approaches and concrete panels. Funding of this work will be from the sales tax dedicated to street improvements.

After reviewing the bids received, staff is recommending that the bids be awarded to Sprouls Construction, Inc., of Lamar, Missouri, based on their low bid as shown on the bid tabulation. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 11, 2021. Action necessary will be approval or disapproval of staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Bid Tabulation



ON-CALL CONCRETE CONSTRUCTION SERVICES - SIDEWALKS
BID: TUESDAY, MAY 4, 2021 -- 2:00 PM

		Heck & Wicker, Inc. 1900 Southern Blvd. Parsons, KS 67357	Home Center Construction, Inc. 420 West Atkinson Rd. Pittsburg, KS 66762	Mission Construction Co., Inc. P.O. Box 321 St. Paul, KS 66771	Mid-State Concrete, LLC 109 South Brookfield Dr. Liberal, MO 64762	RFB Construction Co., Inc. 565 East 520h Ave. Pittsburg, KS 66762	Sprouls Construction, Inc. 397 West Hwy. DD Lamar, MO 64759
DESCRIPTION	UNIT	BID PRICE	BID PRICE	BID PRICE	BID PRICE	BID PRICE	BID PRICE
SCOPE: SIDEWALK							
MOBILIZATION	LUMP SUM	\$ 980.00	\$ 100.00	\$ 1,500.00	\$ 330.00	\$ 1,200.00	\$ 300.00
CONCRETE SIDEWALK	SQUARE YARD	\$ 65.00	\$ 70.00	\$ 40.00	\$ 46.25	\$ 28.00	\$ 40.00
BRICK SALVAGE & PALLETIZED	SQUARE YARD	\$ 50.00	\$ 30.00	\$ 15.00	\$ 22.60	\$ 25.00	\$ 20.00
SCOPE: ADA RAMP							
MOBILIZATION	LUMP SUM	\$ 980.00	\$ 500.00	\$ 1,500.00	\$ 490.00	\$ 1,200.00	\$ 500.00
ADA RAMP TYPICAL	SQUARE YARD	\$ 275.00	\$ 300.00	\$ 50.00	\$ 309.00	BIDDER LEFT BLANK	\$ 280.00
SCOPE: CURB & GUTTER							
MOBILIZATION	LUMP SUM	\$ 980.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,200.00	\$ 500.00
VERTICAL CURB & GUTTER (TYPE I)	LINEAL FOOT	\$ 52.00	\$ 60.00	\$ 25.00	\$ 29.00	\$ 17.00	\$ 25.00
LAY BACK CURB & GUTTER (TYPE II)	LINEAL FOOT	\$ 52.00	\$ 60.00	\$ 25.00	\$ 28.00	\$ 17.00	\$ 20.00
SCOPE: DRIVEWAY APPROACHES							
MOBILIZATION	LUMP SUM	\$ 980.00	\$ 500.00	\$ 1,500.00	\$ 425.00	\$ 1,200.00	\$ 400.00
RESIDENTIAL APPROACH	SQUARE YARD	\$ 80.00	\$ 100.00	\$ 60.00	\$ 67.00	\$ 31.00	\$ 60.00
COMMERCIAL APPROACH	SQUARE YARD	\$ 90.00	\$ 100.00	\$ 65.00	\$ 74.00	\$ 31.00	\$ 70.00

Basis of Bid	1	\$	980.00	\$	100.00	\$	1,500.00	\$	330.00	\$	1,200.00	\$	300.00
	28	\$	1,820.00	\$	1,960.00	\$	1,120.00	\$	1,295.00	\$	784.00	\$	1,120.00
	Sum	\$	2,800.00	\$	2,060.00	\$	2,620.00	\$	1,625.00	\$	1,984.00	\$	1,420.00

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: May 4, 2021

SUBJECT: Agenda Item – May 11, 2021
DISPOSITION OF BIDS
On-Call Concrete Construction Services (Streets)

Bids were received on Tuesday, May 4, 2021, for On-Call Concrete Construction Services (Streets) from date of award through December 31st, 2021 with the option to renew the contract for two (2) additional one (1) year periods (see attached bid tabulation). This contract will include concrete repairs and modifications for work associated to curb and gutter, concrete approaches, concrete panels and concrete backfills. Funding of this work will be from the sales tax dedicated to street improvements.

After reviewing the bids received, staff is recommending that the bids be awarded to RFB Construction, Inc., of Pittsburg, KS, based on their low bid as shown on the bid tabulation. In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 11, 2021. Action necessary will be approval or disapproval of staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Bid Tabulation



ON-CALL CONCRETE CONSTRUCTION SERVICES - STREETS
BID: TUESDAY, MAY 4, 2021 -- 2:00 PM

		Heck & Wicker, Inc. 1900 Southern Blvd. Parsons, KS 67357	Mid-State Concrete, LLC 109 South Brookfield Dr. Liberal, MO 64762	Mission Construction Co., Inc. P.O. Box 321 St. Paul, KS 66771	RFB Construction Co., Inc. 565 East 520th Ave. Pittsburg, KS 66762	Sprouls Construction, Inc. 397 West Hwy. DD Lamar, MO 64759
DESCRIPTION	UNIT	BID PRICE	BID PRICE	BID PRICE	BID PRICE	BID PRICE
SCOPE: CONCRETE PANEL						
MOBILIZATION	LUMP SUM	\$ 980.00	\$ 450.00	\$ 1,500.00	\$ 1,200.00	\$ 400.00
SAW CUT UP TO 12"	LINEAL FOOT	\$ 7.80	\$ 6.00	\$ 5.00	\$ 6.00	\$ 5.00
CONCRETE PANEL	SQUARE YARD	\$ 115.00	\$ 88.00	\$ 65.00	\$ 31.00	\$ 80.00
SCOPE: CONCRETE BACKFILL (NO-FINISHING)						
MOBILIZATION	LUMP SUM	\$ 980.00	\$ 400.00	\$ 1,500.00	\$ 1,200.00	\$ 300.00
SAW CUT UP TO 12"	LINEAL FOOT	\$ 7.80	\$ 6.00	\$ 5.00	\$ 6.00	\$ 5.00
CONCRETE PANEL	SQUARE YARD	\$ 115.00	\$ 60.00	\$ 50.00	\$ 30.00	\$ 50.00
SCOPE: DRIVEWAY APPROACHES						
MOBILIZATION	LUMP SUM	\$ 980.00	\$ 400.00	\$ 1,500.00	\$ 1,200.00	\$ 400.00
RESIDENTIAL APPROACH	SQUARE YARD	\$ 80.00	\$ 65.00	\$ 60.00	\$ 31.00	\$ 60.00
COMMERCIAL APPROACH	SQUARE YARD	\$ 90.00	\$ 75.00	\$ 65.00	\$ 31.00	\$ 70.00
SCOPE: CURB & GUTTER						
MOBILIZATION	LUMP SUM	\$ 980.00	\$ 350.00	\$ 1,500.00	\$ 1,200.00	\$ 300.00
VERTICAL CURB & GUTTER (TYPE I)	LINEAL FOOT	\$ 52.00	\$ 29.00	\$ 25.00	\$ 17.00	\$ 23.00
LAY BACK CURB & GUTTER (TYPE II)	LINEAL FOOT	\$ 52.00	\$ 28.00	\$ 25.00	\$ 17.00	\$ 20.00

Basis of Bid	1	\$ 980.00	\$ 450.00	\$ 1,500.00	\$ 1,200.00	\$ 400.00
	100	\$ 780.00	\$ 600.00	\$ 500.00	\$ 600.00	\$ 500.00
	144	\$ 16,560.00	\$ 12,672.00	\$ 9,360.00	\$ 4,464.00	\$ 11,520.00
	Sum	\$ 18,320.00	\$ 13,722.00	\$ 11,360.00	\$ 6,264.00	\$ 12,420.00

INTEROFFICE MEMORANDUM

To: Pittsburg City Commission
From: Megan Keener, Housing Manager
CC: Daron Hall, Tammy Nagel, Quentin Holmes
Date: May 5, 2021
Subject: Emergency Solutions Grant FFY 2021

Yearly, the City of Pittsburg submits an application to the Kansas Housing Resources Corporation for the Emergency Solutions Grant (ESG), funding which is dedicated to homeless services. Attached, you will find the FFY 2021 ESG application for the program year starting July 1, 2021 and ending June 30, 2022. We are applying for a total of \$124,500 which will be used for Homeless Prevention and Rapid Rehousing. The Day shelter is through partnership with Wesley House, therefore they are listed as a sub-recipient in the application and the amount at this time is unknown. The match for this grant is provided through the in-kind cost of City staff salaries, in-kind cost of City services, Wesley House staff salaries, the cost of program rental space, meals, and volunteers at Wesley House.

The requested \$124,500 will be used in the following manner:

Homeless Prevention: \$53,000

- Up to three months of rental subsidy
- Up to 2 months of rental arrears, plus fees
- Up to two months of current utilities
- Intensive Case Management

Rapid Re-Housing: \$71,000


- Rental deposit
- Utility deposit
- 3 months of rent
- Utility assistance
- Intensive Case Management

Day Shelter:

- Access to shelter facilities
- Assistance eliminating barriers
- Intensive Case Management

It is my recommendation that the City Commission approve the application and authorize staff to submit it to the Kansas Housing Resources Corporation.

Sincerely,



Megan Keener
Housing Manager



2021-2022 Kansas ESG

March 09, 2021

Dear Emergency Solutions Grant (ESG) Applicant,

Attached you will find the ESG Application for Program year 2021.

The amount of funding for the 2021 ESG is \$1,654,437.00.

This application requires that you certify that if awarded a 2021 ESG grant, your agency and your sub recipient agencies are in compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200.

All agencies must use a Homeless Management Information System (HMIS) or HUD compliant, comparable database and able to meet all ESG and Continuum of Care reporting requirements.

One (1) original and three (3) copies of the application must be postmarked by;
Tuesday, May 25, 2021.

Applications submitted via mail or other delivery system should be sent using that company's return receipt process, as this will be your notice that the application has been received. For the 2021 ESG, The ESG grant period will be for twelve (12) months, July 01, 2021 through June 30, 2022. HMIS funds will be capped at 1.5% of the total amount of ESG funds awarded. All shelters must complete the ESG Shelter Habitability Checklist (att. 14).

Submit the application package to:

James Chiselom
Kansas Housing Resources Corporation
611 S. Kansas Avenue, Suite 300
Topeka, Kansas 66603-3803

If you have questions or need additional information, please feel free to contact me at:
(785) 217-2046.

Sincerely,

James Chiselom
Program Manager - ESG

Enclosure

2021 KANSAS EMERGENCY SOLUTIONS GRANT APPLICATION

SECTION I: SUB RECIPIENT APPLICANT INFORMATION (City, County)

Sub Recipient is responsible for the administration of the ESG and coordination of the ESG programs in the geographical jurisdiction.

A. Applicant Information

Sub Recipient City of Pittsburg, Kansas
 Authorized Representative Chuck Munsell Title Mayor, City of Pittsburg
 Address: PO Box 688 Pittsburg
Street Address City
Kansas 66762 Federal I.D. Number: 48-6041003
State Zip Code

Contact to whom questions about this application should be directed: Megan Keener
 Telephone (620) 230-5572 Fax (620) 232-3453
 E-mail Address megan.keener@pittks.org

B. Total ESG REQUEST (all applying agencies)

ESG Agency	Street Outreach	Shelter	Homeless Prevention	Rapid Re-Housing	HMIS	Totals
City of Pittsburg	\$	\$	\$ 53,000.00	\$ 71,000.00	\$ 500.00	\$ 124,500.00
	\$	\$	\$	\$	\$	\$ 0.00
Wesley House	\$	\$	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$	\$	\$ 0.00
Sub Totals	\$ 0.00	\$ 0.00	\$ 53,000.00	\$ 71,000.00	\$ 500.00	\$ 124,500.00

C. Counties

1.) Crawford County 4.) _____
 2.) _____ 5.) _____
 3.) _____ 6.) _____

D. PERFORMANCE OUTCOME MEASURES

The U. S. Department of Housing and Urban Development (HUD) is instituting performance measures to gather information to determine the effectiveness of programs funded with CDBG, ESG, HOME and HOPWA. Information obtained on the local level will be reported to HUD which will enable HUD to describe performance results at the National Level. HUD's outcome performance measurement system has three objectives and three outcomes which are listed below.

1. Select one of the following that best fits your project objective:

- ☒ Suitable living environment
- ☒ Decent affordable housing
- ☐ Creating economic opportunity

2. Select at least one of the following that describes the outcome your project will achieve:

(NOTE: Outcomes show how programs benefit a community or people served.)

- ☒ Availability/Accessibility (Applies to activities that make services, infrastructure, housing, shelter, or employment opportunities available or accessible to low income persons by improving or providing new services, etc.)
- ☒ Affordability
(This applies to making an activity more affordable for low income persons.)
- ☐ Sustainability
(Using ESG resources in a targeted area to help make that area more viable/livable.)

3. Please describe the process to establish and select the above objectives and outcomes. (Must be included)

Certification: To the best of my knowledge and belief, the data in this application are true and correct. This document has been duly authorized by the governing body of the applicant. The applicant will ensure compliance with the ESG regulations of 24 CFR Part 576, the Uniform Administrative Requirements Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200, the ESG grant agreement and federal and state regulations if assistance is approved.

May 11, 2021

Signature of Authorized Official of Governing Body

Date

Mayor, City of Pittsburg

Title

SECTION II: ESG PROGRAM DESCRIPTION

EMERGENCY SOLUTIONS GRANTS (ESG)

CFDA Number: 14.231

Agency: Department of Housing and Urban Development

Office: Office of Community Planning and Development

(24 CFR Part 576 – Emergency Solutions Grants Program)

Objectives:

The Emergency Solutions Grants Program (ESG) program provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents; (5) rapidly re-house homeless individuals and families, and (6) prevent families and individuals from becoming homeless.

Eligibility Requirements:

Applicant Eligibility:

Kansas Housing Resources Corporation (KHRC) as a State Recipient must sub grant all of their ESG funds (except for funds for administrative costs and, under certain conditions, HMIS costs) to units of general-purpose local government and/or private nonprofit organizations. KHRC as recipient must consult with the Continuum(s) of Care operating within the jurisdiction in determining how to allocate ESG funds.

Beneficiary Eligibility:

The minimum eligibility criteria for ESG beneficiaries are as follows: For essential services related to street outreach, beneficiaries must meet the criteria under paragraph (1)(i) of the “homeless” definition under § 576.2. For emergency shelter, beneficiaries must meet the “homeless” definition in 24 CFR 576.2. For essential services related to emergency shelter, beneficiaries must be “homeless” and staying in an emergency shelter (which could include a day shelter). For homelessness prevention assistance, beneficiaries must meet the requirements described in 24 CFR 576.103. For rapid re-housing assistance, beneficiaries must meet requirements described in 24 CFR 576.104. Further eligibility criteria may be established at the local level in accordance with 24 CFR 576.400(e).

Credentials/Documentation:

Recipients must certify they will meet program requirements and applicable federal requirements. Government recipients and sub recipients must comply with Uniform Administrative Requirements Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200.

Regulations, Guidelines, and Literature:

The program regulations can be found at 24 CFR Part 576. Guidance on the program can be found at www.hudexchange.info/esg.

SECTION III: ESG PROGRAM COMPONENTS AND ELIGIBLE ACTIVITIES

Emergency Solution Grant Funding can be used for five program activities: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities.

Eligible Activities:

- A) Street Outreach – Funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing or an appropriate health facility.
- B) Emergency Shelter – Funds may be used for costs of providing essential services to families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.
- C) Homeless Prevention – Funds may be used to provide housing relocation and stabilization services and short- or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter and prevent incidences of homelessness.
- D) Rapid Re-Housing – ESG funds may be used to provide housing relocation and stabilization services and short- or medium-term rental assistance necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.
- E) HMIS – ESG funds may be used to pay the costs of contributing to the HMIS designated by the Continuum of Care for the area including the costs of purchasing hardware, software licenses or equipment, obtaining technical support, completing data entry and analysis, monitoring and reviewing data quality, training, reporting, and coordinating and integrating the system. The HMIS funds will be limited to 1.5% of the total funds awarded.
- F) ADMINISTRATION - KHRC as the recipient may use up to 7.5 percent of its ESG grant for the payment of administrative costs related to the planning and execution of ESG activities. This does not include staff and overhead costs directly related to carrying out activities eligible under ESG, because those costs are eligible as part of those activities. As such KHRC will provide 2.5% of ESG awarded funds as administrative costs to all ESG Sub recipients. (576.108. (4) (B))

Assistance to Eligible Persons/Households funded through the Emergency Solutions Grant cannot exceed 24 months of rental assistance, 24 months of utility payment assistance or 6 months of arrears (utility/rent) during any three-year period.

Evaluation and documentation of client eligibility for financial assistance shall be reassessed at least every three months for program participants receiving homelessness prevention assistance and not less than once annually for program participants receiving rapid re-housing assistance (576.401 (b)) to ensure they meet the eligibility criteria, review program and appropriateness standards and to re-evaluate the continuation of services.

SECTION IV: ESG APPLICATION (completed by each agency providing ESG services)

A) SUB RECIPIENT AGENCY

Sub recipient agency is required to be an existing Emergency Shelter, Homeless Services Provider or Other Program that provides services to homeless clients. It is also required to be a Local Government or nonprofit 501 (c) (3).

Agency's Legal Name: City of Pittsburg, Kansas Federal ID#: 48-6041003

Street/P.O. Box: 216 N Broadway, Ste G Phone # 6202305572

City: Pittsburg State: Kansas Zip: 66762 County: Crawford

Chief Executive Officer: City Manager - Daron Hall CEO Email: daron.hall@pittks.org

Chief Financial Officer: Dir of Finance - Larissa Bowman CFO Email: larissa.bowman@pittks.org

ESG Contact Person: (name and title): Megan Keener, Housing Manager

Email of ESG Contact Person: megan.keener@pittks.org Phone # 620-230-5572

Alt. ESG Contact Person (required): (Name and Title): Doe Susnik, Housing Supervisor

Email of Alt. ESG Contact Person (required): doe.susnik@pittks.org Phone # 620-232-1210

B) AGENCY TYPE:

- ☐ Day Shelter
- ☐ Emergency Shelter – 90 days or less
- ☒ Homeless Services Provider (Homeless Prevention or Rapid Re Housing)
- ☐ Street Outreach
- ☒ Other (Provide Description) Section 8 Housing Choice Voucher

Please identify the primary at risk homeless category the program will serve. Please check the appropriate categories below:

- ☒ Chronically homeless Persons or families
- ☒ HIV/AIDS
- ☒ Elderly
- ☒ Veterans
- ☒ Mental Health
- ☒ Youth
- ☒ Domestic Violence Victims
- ☒ Substance abuse
- ☐ Other _____

C) PROGRAM PARTNERSHIPS

Please identify and describe all partnerships with other agencies related to service delivery to your identified program beneficiaries needs. Agency contact (name of person, email and phone) information *must* be included. (att. 1)

D) PROPOSED PROJECT ACCOMPLISHMENTS

Please list expected program accomplishment(s) if funding is awarded:

(Accomplishments must be described in terms of households served, people served, etc.)

PROPOSED ACCOMPLISHMENTS:

Total number of households to be served: 67

Total unduplicated individuals to be served: 135

Indicate the number of unduplicated adults to be served: 93

Indicate the number of unduplicated children to be served: 47

Prior ESG (if previous grantee) accomplishments: YES ☒ NO ☐

Total number of households to be served: 43

Total unduplicated individuals to be served: 104

Indicate the number of unduplicated adults to be served: 55

Indicate the number of unduplicated children to be served: 49

E) Attach 501 (C) 3 status letter (must be IRS letter) (att. 2)

F) Attach Certificate of Good Standing (must be copy of current certificate from Kansas Secretary of State) (att. 3)

G) Attach Certification of Local Unit of Government Approval Statement and Signature Form. (att. 4)

Agency Certification: To the best of my knowledge and belief, the data in this agency's portion of this ESG application are true and correct.

Signature

Director of Housing and Community Development

Title

May 11, 2021

Date

SECTION V: ESG ACTIVITY FUNDING

Please provide details on EACH activity your agency will provide if funded.

A. Street Outreach	
Street Outreach	Amount Requested
Engagement Activities	
Case Management	
Emergency Health Services	
Emergency Mental Health Services	
Transportation	
TOTAL	\$ 0.00

Street Outreach: Please provide a detailed description of your program and service delivery.

No Street Outreach activities will be conducted by the City of Pittsburg

B. Emergency Shelter	
Emergency Shelter	Amount Requested
Essential Services	
Renovation Activities	
Shelter Operations	
Vouchers (Hotel or Motel where ES unavailable)	
TOTAL	\$ 0.00

<p>Emergency Shelter: Please provide a <u>detailed description</u> of your program and service delivery</p> <p>No emergency shelter activities will be conducted by the City of Pittsburg.</p>
--

C. Homeless Prevention

Homeless Prevention	Amount Requested
Rental Assistance (Short-Term / Medium-Term)	\$ 15,000.00
Utility Assistance	\$ 5,000.00
Rental Arrears (1-time payments of up to 6 months)	\$ 5,000.00
Security Deposits (up to 2 months)	\$ 3,000.00
Moving Costs	\$ 0.00
Services Costs	\$ 25,000.00
	\$ 53,000.00

Homeless Prevention: Please provide a detailed description of your program and service delivery

The City of Pittsburg anticipate 20-25 households will have a request for Homeless Prevention services made through the "Homeless Services Case Manager", during the 12 month project period. All eligible household will meet the homeless definition for Homeless Prevention (Category 2, 3, & 4), have annual income at or below 30% of AMI, and additional eligibility criteria. Enrolled households will receive housing relocation and stabilization services through the City of Pittsburg. Estimated 50% of households will need financial assistance to pay current rent, utility arrears, utility deposits, and any security deposit. The Homeless Service Case Manager will refer clients the City of Pittsburg TBRA Security Deposit program if they are within the City Limits of Pittsburg. As this funding will prevent households from becoming homeless and enabling them to remain in their current rental housing. The City of Pittsburg will not be budgeting any moving cost.

The Homeless Services Case Manager will provide eligible households with referrals and coordination of other services such as health care, employment, education, and youth programs to other community providers based upon the needs identified during the initial consultation and subsequent monthly visits. Assistance with application to mainstream government benefits such as Medicaid, SSI, TANF, and SNAP will also be provided. Each household will develop a Housing Stabilization Plan with the Homeless Services Case Manager to establish goals and timelines in achieving housing stability. All required documentation to support household eligibility and services will be maintained by the Homeless Services Case Manager and updated during the required monthly face-to face meeting or all enrolled households.

See policies setting forth how eligible households will assist in prioritizing assistance, determining share of costs, length of rental assistance and type, amount and duration of housing stabilization of relocation services. Under Homeless Prevention, we will provide short-term rental assistance with the possibility of medium-term assistance (depending on situation and client participation) and payment of rental arrears including late fees. Household cannot be receiving rental assistance from another receiving rental assistance from another public source for the same time period. All households must have a legally binding written lease in order to receive the same time period.

There is a lot of need for services in Crawford County and the City of Pittsburg feels we can utilize these funds more sufficiently by just serving Crawford County and it will allow our Homeless Service Case Manager to serve the clients more appropriate.

Household are to select housing unit in which to live and receive rental assistance. The 2020-2021 US Department of HUD Fair Market Rates will be used along with the Section 8 Rental Assistance payment standards, along with rent reasonableness and Housing Quality Standards (HQS).

D. Rapid Re-Housing

Rapid Re-Housing	Amount Requested
Rental Assistance (Short-Term / Medium-Term)	\$ 25,000.00
Utility Assistance	\$ 8,000.00
Rental Arrears (1-time payments of up to 6 months)	\$ 0.00
Security Deposits (up to 2 months)	\$ 3,000.00
Moving Costs	\$ 0.00
Services Costs	\$ 35,000.00
	\$ 71,000.00

Rapid Re-Housing: Please provide a detailed description of your program and service delivery

The City of Pittsburg anticipates 20-30 households will qualify for Rapid-Rehousing Services due to meeting the eligibility of being literally homeless. These households will receive housing relocation and stabilization services along with short-term rental assistance with the possibility of medium-term rental assistance (depending on situation and client participation). We estimate all households will need financial assistance with utility deposit, utility arrears, rental assistance in order to achieve stabilization, and rental deposit. The Homeless Service Case Manager will refer clients to the City of Pittsburg TBRA Security Deposit program if they are within the City Limits of Pittsburg. Since these households have been literally homeless, we project lesser need to provide rental arrear assistance compared to household qualifying for Homeless Prevention.

The Homeless Services Case Manager will provide eligible households with referrals and coordination of other services such as health care, employment, education, and youth programs to other community providers based upon the needs identified during the initial consultation and subsequent monthly visits. Assistance with application to mainstream government benefits such as Medicaid, SSI, TANF, and SNAP will also be provided. Each household will develop a Housing Stabilization Plan with the Homeless Services Case Manager to establish goals and timelines in achieving housing stability. All required documentation to support household eligibility and services will be maintained by the Homeless Services Case Manager and updated during the required monthly face-to-face meeting or all enrolled households.

See policies setting forth how eligible household will assist in prioritizing assistance, determining share of costs, length of rental assistance and type, amount and duration of housing stabilization or relocation services. All households cannot be receiving rental assistance from another public source for the same time period. All households must have a legally binding written lease in order to receive the same time period.

There is a lot of need for services in Crawford County and the City of Pittsburg feels we can utilize these funds more sufficiently by just serving Crawford County and it will allow our Homeless Service Case Manager to serve the clients more appropriately.

Household are to select housing unit in which to live and receive rental assistance. The 2020-2021 US Department of HUD Fair Market Rates will be used along with the Section 8 Rental Assistance payment standards, along with rent reasonableness and Housing Quality Standards (HQS).

E. HMIS

HMIS – up to 1.5% of the total ESG funds requested	Amount Requested
Hardware / Software	
Equipment Costs	
Data Entry / Analysis	
Data Quality	
Training	\$ 500.00
Reporting	
TOTAL	\$ 500.00

HMIS: Please provide a *detailed description* of your program and service delivery

The City of Pittsburg will be conducting the HMIS data entry and reporting. The City of Pittsburg is available for any training that would be available for any HMIS entry.

F. MATCH REQUIREMENTS

ESG requires a 100% match. The sub recipient must make matching contributions to supplement the ESG program in an amount that equals the amount of ESG funds provided by KHRC. The sub recipient must identify the source of match at the time of applying for ESG.

Matching contributions may be obtained from any source, including any federal source other than the ESG program, as well as state, local, and private sources. However, the following requirements apply to matching contributions from a federal source of funds:

- The sub recipient must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match Emergency Solutions Grant (ESG) funds.
- If ESG funds are used to satisfy the matching requirements of another federal program, then funding from that program may not be used to satisfy the matching requirements under this section.

The sub recipient may count as match the value specified in 2 CFR 200.306(d) for any building the recipient or subrecipient donates for long-term use in the recipient's ESG program, provided that depreciation on the building is not counted as match or charged to any Federal award. If a third party donates a building to the recipient or subrecipient, the recipient may count as match either depreciation of the building and fair rental charges for the land for each year the building is used for the recipient's ESG program or, if the building is donated for long-term use in the recipient's ESG program, the fair market value of the capital assets, as specified in 2 CFR 200.306(h)(2), (i), and (j). To qualify as a donation for long-term use, the donation must be evidenced by a recorded deed or use restriction that is effective for at least 10 years after the donation date. If the donated building is renovated with ESG funds, the minimum period of use under §576.102(c) may increase the period for which the building must be used in the recipient's ESG program.

(d) *Eligible types of matching contributions.* The matching requirement may be met by one or both of the following:

(1) *Cash contributions.* Cash expended for allowable costs, as defined in OMB Circulars A-87 (2 CFR part 225) and A-122 (2 CFR part 230), of the recipient or subrecipient.

(2) *Noncash contributions.* The value of any real property, equipment, goods, or services contributed to the recipient's or subrecipient's ESG program, provided that if the recipient or subrecipient had to pay for them with grant funds, the costs would have been allowable. Noncash contributions may also include the purchase value of any donated building.

(e) *Calculating the amount of noncash contributions.* (1) To determine the value of any donated material or building, or of any lease, the recipient must use a method reasonably calculated to establish the fair market value.

(2) Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or subrecipient's organization. If the recipient or subrecipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.

(3) Some noncash contributions are real property, equipment, goods, or services that, if the recipient or subrecipient had to pay for them with grant funds, the payments would have been indirect costs. Matching credit for these contributions must be given only if the recipient or subrecipient has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of those contributions.

(f) *Costs paid by program income.* Costs paid by program income shall count toward meeting the recipient's matching requirements, provided the costs are eligible ESG costs that supplement the recipient's ESG program.

Match Certification form (att. 5)

Sub Recipient Agency: City of Pittsburg	Sub Recipient Agency DUNS #: 48-6041003	
Address: PO Box 688	City/State/Zip: Pittsburg, KS 66762	
Executive Director: Daron Hall	Executive Director Email: daron.hall@pittks.org	Executive Director Phone: 620-231-4100

MATCH CERTIFICATION:

- The ESG applicant completing this Match Certification has verified the eligibility of the match item(s) to which this certification relates;
- The ESG applicant has reviewed the Federal Guidelines regarding the match requirement (24 CFR 576.201 and 2 CFR 200.306)
- The ESG applicant has verified that the funds used to Match the ESG Program are not being used to match any other grant;
- The ESG applicant has / will collect valid documentation of Match for which this certification relates; and,
- The ESG applicant Executive Director has reviewed the Match documentation to which this Match Certification relates and has verified that all the representations made in this Match Certification are true and correct.

Requested Activity	Amount Requested	Amount of Match	Match Description
Street Outreach			
Emergency Shelter			
Homeless Prevention	\$ 53,000.00	\$ 76,757.45	Staff Salaries
Rapid Re Housing	\$ 71,000.00	\$ 3,045.03	In-kind Services
HMIS	\$ 500.00	\$ 15,125.00	In-kind HQS Inspector Services
Total	\$ 124,500.00	\$ 94,927.48	

Signature: _____

Date: May 11, 2021

Title: Mayor, City of Pittsburg

SECTION VI: AGENCY CAPACITY

A. How long has your organization served homeless populations?

- ☒ 10 or more years
- ☐ 5-9 years
- ☐ Less than 5 years

B. Is your organization an active member of any of the following? Please check those that apply.

- ☒ Balance of State Continuum of Care:
- ☒ Regional/Local Planning Meetings
- ☐ State/Local Consolidated Plan Process
- ☒ Regional/Local Homeless Committees

Please provide documentation of membership to organizations (letter signed by organization chair).
(att.6)

C. How does sub recipient agency staff participate in these meetings/groups?

- Please describe level of involvement.

The City of Pittsburg has representation at every BoS CoC SEK Regional Meeting. The City of Pittsburg staff is also apart of the CoC Steering Committee. The City of Pittsburg plays an active role in the Point in Time count every year.

D. Briefly describe the organization's board of director's fiscal oversight committee. How many members does it have, how often does it meet, and what are its responsibilities? Are there policies and procedures?

If so, what entity is responsible for oversight?

1. Attach List of Board Members for sub recipient agency (att. 7)
2. Attach an Organization Chart of sub recipient agency (att. 8)

E. What type of financial management system does the organization have? Describe the organization's system of checks and balances in its fiscal management. What is the division of responsibilities to ensure good fiscal oversight? Explain who maintains the organization's accounting records and if there is a software system utilized, please be specific as to the type and capabilities of the software or accounting system.

1. Attach a copy of the agency's most recent audit. (att. 9)
2. Attach a completed W-9 Form for Sub recipient. (att. 10)

F. Does your agency have pending civil or criminal proceedings filed or being processed currently or have been processed over the past three years? If the answer is "yes" an explanation must be provided with official documentation or court record that demonstrates the status of the issue:

No

G. Provide an address and physical description of the shelter and/or service delivery site.

Domestic Violence providers provide only physical description:

-) The City's Community Development and Housing office, at 216 N Broadway, Ste G, Pittsburg, Kansas
- 2) Wesley House, at 411 East 12th Street, Pittsburg, Kansas

H. Explain how your agency will identify and document homeless status of a client. Per 576.500 Recordkeeping and reporting requirements (b) Homeless Status:

The City of Pittsburg will work alongside community partners to identify people who are experiencing homelessness. Those identified will complete a Kansas Emergency Shelter Grant program certification of Homelessness form. The homeless client will then be assigned to a homeless case manager who will then do an assessment through Clarity as well as a VI-SPDATT.

I. Are there any current HUD findings against the agency? If yes, please explain:

No

J. Attach a copy of all program rules and policies. (att. 11)

K. Attach agency termination / grievance policy and procedures - Per 576.402 Terminating assistance. (att. 12)

SECTION VII: PERFORMANCE OUTCOMES

A. Written Standards for Provision of ESG Assistance

1. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under Emergency Solutions Grant (ESG). The policies and procedures must be consistent with the recordkeeping requirements and definitions of "homeless" and "at-risk of homelessness" in the federal ESG regulations at: 24 CFR 576.2 and 24 CFR 576.500 (b-e).
2. Standards for targeting and providing essential services related to street outreach.
3. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, (*e.g.*, victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest).
4. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter.
5. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers. The required coordination may be done over an area covered by the Continuum of Care or a larger area.
6. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance. For homeless prevention, include the risk factors used to determine who would be most in need of this assistance to avoid becoming homeless.
7. Standards for determining what percentage or amount (if any) of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance. If the assistance will be based on a percentage of the participant's income, specify this percentage, and how income will be calculated.
8. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time. One-year lease required for project-based assistance. Annual participant evaluations required with rapid re-housing assistance; three-month evaluations required with homeless prevention assistance. Individual assistance cannot exceed 24 months in a three-year period.

9. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant may receive assistance, or the maximum number of times the program participant may receive assistance. Note: ESG regulations limit this assistance to no more than 24 months in a three-year period. Housing stability case management is limited as specified on pp. 75979-80 of the [federal regulations](#).

10. *Participation in HMIS.* The recipient must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

Please certify you have established applicable Written Standards for ESG.

(Do not attach at this time, agencies will be required to submit standards before receiving an award).
(att.13)

Name Quentin Holmes Title Director of Housing and CD

Signature _____ Date May 11, 2021

MINIMUM HABITABILITY STANDARDS FOR EMERGENCY SHELTERS: CHECKLIST 2021 ESG: (att. 15)

The Emergency Solutions Grants (ESG) Program Interim Rule establishes different habitability standards for emergency shelters and for permanent housing (the Rapid Re-housing and Homelessness Prevention components).

- **Emergency Shelter Standards.**
 - Emergency shelters that receive ESG funds for renovation or shelter operations must meet the minimum standards for safety, sanitation, and privacy provided in §576.403(b).
 - In addition, emergency shelters that receive ESG funds for renovation (conversion, major rehabilitation, or other renovation) also must meet state or local government safety and sanitation standards, as applicable.
- **Permanent Housing Standards.** The recipient or subrecipient cannot use ESG funds to help a program participant remain in or move into housing that does not meet the minimum habitability standards under §576.403(c). This restriction applies to all activities under the Homelessness Prevention and Rapid Re-housing components.

Recipients and subrecipients must document compliance with the applicable standards. Note that these checklists do not cover the requirements to comply with the Lead-Based Paint requirements at §576.403(a). For more discussion about how and when the standards apply, see *ESG Minimum Standards for Emergency Shelters and Permanent Housing*, located at <http://OneCPD.info/esg>.

The checklists below offer an optional format for documenting compliance with the appropriate standards. These are intended to:

1. Provide a clear summary of the requirements and an adaptable tool so recipients and subrecipients can formally assess their compliance with HUD requirements, identify and carry out corrective actions, and better prepare for monitoring visits by HUD staff.
2. Provide a tool for a recipient to monitor that its subrecipient is in compliance with HUD requirements. Where non-compliance is identified, the ESG recipient can use this information to require or assist the subrecipient to make necessary changes.

Prior to beginning the review, the subrecipient should organize relevant files and documents to help facilitate their review. For instance, this may include local or state inspection reports (fire-safety, food preparation, building/occupancy, etc.), or policy and procedure documents related to emergency shelter facility maintenance or renovations.

Carefully read each statement and indicate the shelter's or unit's status for each requirement (Approved or Deficient). Add any comments and corrective actions needed in the appropriate box. The reviewer should complete the information about the project, and sign and date the form. This template includes space for an "approving official," if the recipient or subrecipient has designated another authority to approve the review. When the assessment is complete, review it with program staff and develop an action plan for addressing any areas requiring corrective action.

MINIMUM STANDARDS FOR EMERGENCY SHELTERS

Instructions: Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. A copy of this checklist should be placed in the shelter's files.

Approved	Deficient	Standard (24 CFR part 576.403(b))
<input type="checkbox"/>	<input type="checkbox"/>	1. <i>Structure and materials.</i> a. The shelter building is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents. b. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance uses Energy Star and Water Sense products and appliances.
<input type="checkbox"/>	<input type="checkbox"/>	2. <i>Access.</i> Where applicable, the shelter is accessible in accordance with: a. Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; b. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and c. Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35.
<input type="checkbox"/>	<input type="checkbox"/>	3. <i>Space and security.</i> Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
<input type="checkbox"/>	<input type="checkbox"/>	4. <i>Interior air quality.</i> Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
<input type="checkbox"/>	<input type="checkbox"/>	5. <i>Water Supply.</i> The shelter's water supply is free of contamination.
<input type="checkbox"/>	<input type="checkbox"/>	6. <i>Sanitary Facilities.</i> Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
<input type="checkbox"/>	<input type="checkbox"/>	7. <i>Thermal environment.</i> The shelter has any necessary heating/cooling facilities in proper operating condition.
<input type="checkbox"/>	<input type="checkbox"/>	8. <i>Illumination and electricity.</i> a. The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. b. There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
<input type="checkbox"/>	<input type="checkbox"/>	9. <i>Food preparation.</i> Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
<input type="checkbox"/>	<input type="checkbox"/>	10. <i>Sanitary conditions.</i> The shelter is maintained in a sanitary condition.
<input type="checkbox"/>	<input type="checkbox"/>	11. <i>Fire safety.</i> a. There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas. b. All public areas of the shelter have at least one working smoke detector. c. The fire alarm system is designed for hearing-impaired residents. d. There is a second means of exiting the building in the event of fire or other emergency.
<input type="checkbox"/>	<input type="checkbox"/>	12. If ESG funds were used for renovation or conversion, the shelter meets state or local government safety and sanitation standards, as applicable.
<input type="checkbox"/>	<input type="checkbox"/>	13. Meets additional recipient/subrecipient standards (if any).

CERTIFICATION STATEMENT

I certify that I have evaluated the property located at the address below to the best of my ability and find the following:

- ☐ Property meets all of the above standards.
- ☐ Property does not meet all of the above standards.

COMMENTS:

ESG Recipient Name: Kansas Housing Resources Corporation

ESG Subrecipient Name (if applicable): _____

Emergency Shelter Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Evaluator Signature: _____ Date of review: _____

Evaluator Name: _____

Approving Official Signature (if applicable): _____ Date: _____

Approving Official Name (if applicable): _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- a. No federal appropriated 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 any 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 an cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b. 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form III "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. 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 such failure.

Authorized Signature

Mayor, City of Pittsburg

Title

May 11, 2021

Date

STATEMENT REGARDING DISCRIMINATION

The applicant agrees and warrants that in the performance of an executed third party contract with the state that it will not discriminate or permit discrimination against religious creed, age, marital status, national origin, sex, mental retardation or physical disability including, but not limited to, blindness, unless it can be shown by the applicant that such disability prevents performance of work involved in any manner prohibited by the laws of the United States or of the State of Kansas, and the applicant further agrees to provide the Commission on Equal Opportunities with such information requested by the Commission concerning the employment as they relate to the provisions of this section.

I, Chuck Munsell (the duly authorized representative of the applicant) do hereby certify that all the facts, figures and representations made in this application are true and correct, to the best of my knowledge and belief.

Authorized Signature

Mayor, City of Pittsburg

Title

May 11, 2021

Date

STATEMENT ASSURING COMPLIANCE WITH APPLICABLE ENVIRONMENTAL REGULATIONS

The use of federal funds triggers the requirement of compliance with federal environmental regulations developed by the Department of Housing and Urban Development (HUD). These regulations, contained in 24 CFR Part 50 and Part 58 "Environmental Review Procedures for Recipients Assuming HUD Responsibilities", require compliance with the National Environmental Policy Act (NEPA), as well as several related federal laws, regulations and Executive Orders. In order to ensure compliance with these environmental regulations, the state shall require a complete description of all physical work to be undertaken, including specifications and drawings where applicable. This information is necessary to ensure that all environmental reviews and paperwork can be completed by the state in order to satisfy HUD requirements. No funds will be released, or vouchers paid for physical activities unless environmental clearance has been obtained from HUD. NO construction activities may occur without formal notification from the City that the release of environmental conditions has occurred.

All physical projects must comply, where applicable, with environmental requirements, guidelines and statutory obligations in the following areas, as outlined in 24 CFR Parts 50 and 58, Historic Properties Protection; Flood plain Management and Wetland Protection; Coastal Zone Management Requirements; Sole Source Aquifer Protection; Wildlife, Endangered Species, and Wild and Scenic River Protection; Water Quality Regulations; Air Quality; Solid Waste Management Regulations; Farmland Protection; and other HUD Environmental Standards.

All work plans will be reviewed to ensure compliance with applicable environmental standards. The following sections briefly outline the statutory compliance areas which will affect most physical activities undertaken with CDBG funds.

Historic Properties: All properties to be rehabilitated, renovated, demolished or physically changed in any manner will be reviewed to determine if they are contained on the State of Kansas Historic List. If a structure is contained on the Historic List, rehabilitation or renovation activities must adhere to the National Secretary of the Interior's Standards for Rehabilitation. Any proposed activity which does not adhere to the Secretary of the Interior's Standards must be reviewed by the Kansas State Historic Preservation Office (SHPO) prior to commencement of the activity. All requirements outlined by SHPO and, where necessary, the Advisory Council on Historic Preservation, must be met before funds can be released. These requirements also pertain to demolition activities.

Air Quality/Asbestos Abatement: Prior to any rehabilitation, demolition or heating and ventilation improvement activity, all areas to be disturbed must be inspected for the presence of asbestos containing materials (ACM's). If asbestos is found in areas to be disturbed, all asbestos-containing materials must be completely removed by a NESHAP certified asbestos removal contractor and disposed of in accordance with all local, state and federal laws and requirements prior to the commencement of any construction or demolition work. All records documenting compliance with local, state and federal laws and regulations must be presented to the state prior to the commencement of any construction activity to obtain the

release of funds. If the inspection determines that no asbestos is present in the areas to be disturbed, a signed letter stating the date of inspection and the absence of asbestos must be presented to the state.

Lead-Based Paint Abatement: Prior to the rehabilitation of any residential structure or non-dwelling facility commonly used by children under seven years, all applicable surfaces of units constructed prior to 1978 shall be inspected to determine if lead-based paint surfaces exist. If defective lead-based painted surfaces are present, notification and abatement, in accordance with all local, state and federal laws and regulations must occur prior to the release of funds. If no lead-based paint is present, a signed letter, stating the date of inspection, the name of the inspector, and the absence of lead-based paint, must be presented to the state.

Other Applicable Statutory Requirements:

If a property to be rehabilitated is located within a flood zone, wetland area or coastal zone, the proposed project must be reviewed to ensure consistency with applicable local, state and federal regulations. If the subject property is located in an airport clear zone or within an industrial/commercial area, the project must be reviewed to ensure that any potential site safety hazards are addressed.

To the best of your knowledge:

Does the proposed project area contain lead-based paint?

☐ Yes ☒ No ☐ Unsure

Does the proposed project area contain asbestos containing materials?

☐ Yes ☒ No ☐ Unsure

As the applicant, the undersigned assures the commitment to compliance with the Environmental Regulations outlined by HUD.

Authorized Signature

Mayor, City of Pittsburg

Title

May 11, 2021

Date



2021-2022 Kansas ESG

CERTIFICATION OF LOCAL GOVERNMENT APPROVAL

FOR NONPROFIT ORGANIZATIONS RECEIVING

2021 EMERGENCY SOLUTIONS GRANT (ESG)

I, Chuck Munsell (name and title), duly authorized to act on behalf of the
City of Pittsburg (name of jurisdiction), hereby approve the following emergency solutions grant
activities proposed by Pittsburg and Wesley House (name of nonprofit organization), which are to be located in
Pittsburg, Kansas (name(s) of jurisdiction(s)):

By: _____ May 11, 2021
Signature and Date

Chuck Munsell
Typed or Written Name of Signatory Local Official

Mayor, City of Pittsburg
Title



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: May 5, 2021

SUBJECT: May 11, 2021 Agenda Item
Kelce College of Business economic research services

Since 2014, the City has partnered with the Kelce College of Business to compile and publish vital business and economic indicators. In return, the Kelce College commits to publishing four quarterly economic indicator reports that are mailed to all entities with a City business license, with extras available to be utilized in various marketing efforts. The reports have been well-received by the community and to those requesting detailed demographic and economic information. The Kelce College also publishes an annual economic profile, coordinates the quarterly *Cost of Living Index Report* and has provided supporting data/research for the City's housing and economic development efforts at no additional cost.

The EDAC considered renewal of this agreement at its May 5, 2021, meeting and felt the services provided by the Kelce College of Business are crucial to the City's efforts. As a result, the EDAC recommended funding the project at \$25,000 for the next year.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 11, 2021. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



KELCE
COLLEGE OF BUSINESS
Pittsburg State University

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Pittsburg, KS 66762-7539
Voice: (620) 235-4598
Fax: (620) 235-4578
cob@pittstate.edu
www.pittstate.edu/kelce

March 8, 2021

Mr. Jay Byers, Assistant City Manager
City of Pittsburg
201 West 4th Street
Pittsburg, KS 66762

Dear Jay,

I am happy to report that the annual volume of *The Pittsburg Micropolitan Area Economic Profile*, which includes not only an overview of the previous year's regional economic performance but also projections for key economic indicators important to local business and community leaders, is now available. The financial support of the City of Pittsburg and its Economic Development Advisory Committee make this publication possible through the work conducted by the PSU Kelce College of Business and its Business and Economic Research Center (BERC). The *Profile* is a companion publication of the BERC's quarterly *Pittsburg Micropolitan Area Economic Report* which provides expert analysis and insights into current trends affecting business in the Pittsburg area. Both publications are supported by the 'Pittsburg Micropolitan Area Economic Data' website where past issues may be downloaded and where visitors can access historical time series data for a wide variety of economic indicators. Direct links to this service are featured on both the City and Chamber of Commerce websites making the data available to both existing and prospective business managers and community leaders.

Again this year, we received numerous positive comments and words of appreciation from local business and civic leaders about our publications and services. I believe our efforts are making strong positive contributions to our local economic community. Given the importance of this outreach effort to increase investments in our community, the Kelce College of Business is committed to continuing to provide and enhance this service to the Pittsburg area.

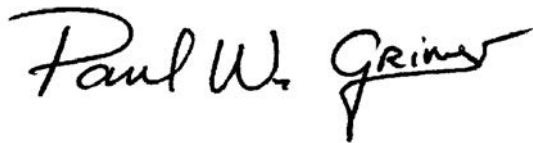
We hereby ask for the Economic Development Advisory Committee's continued support for the BERC's work through a renewal of last year's allocation of funds. Attached is a proposed budget for the quarterly micropolitan report and the production of the Pittsburg area economic projection and forecast. The report will continue to be physically distributed to 800-plus businesses and organizations in Pittsburg and the immediate surrounding area and another 250 provided to visitors and other groups interested in Pittsburg's economy. This year we again request a \$25,000 commitment. This funding will allow us to continue producing the quarterly report, the annual economic profile, and the local area economic database website. In addition, it will allow us to maintain the IMPLAN: Economic Impact Analysis for Planning software package, data, and accompanying training. The IMPLAN package is the state-of-the-art statistical package that is used by regional economists to determine the local impact of new businesses, plant relocations, and other major events on the local economy.

Please find attached a breakdown of how the requested dollars will be spent. For the fifth year in a row, all budgeted items are held constant at the previous level. Also shown is the financial commitment that the university and the Kelce College are making toward this public service project. Twenty percent of Professor Michael Davidsson's work hours are allocated to the project and the research that supports it. To capture the additional indirect costs of office space, utilities, and office equipment use that also support the project, I have estimated these overhead expenditures at the university's federally negotiated recovery rate used for grants and contracts. The university's commitment to this project is more than \$32,500. Thus, as you can see, this valuable project is truly a joint City-University partnership.

Professor Davidson and I are available to answer any questions or concerns you may have with this request.

Thank you for your support and consideration. Through the BERC, the Kelce College of Business is committed to partnering with the City of Pittsburg, the Economic Development Advisory Committee, and the Pittsburg Area Chamber of Commerce in furthering the economic development of our community.

Sincerely,

A handwritten signature in black ink that reads "Paul W. Grimes". The signature is written in a cursive, flowing style with a prominent "P" and a long, sweeping underline.

Paul W. Grimes, Dean
Kelce College of Business
Pittsburg State University

**Pittsburg Micropolitan Area Economic Report
Requested Annual Commitment**

Direct Expenditures

Printing, Design, and Distribution for <i>Micropolitan Report</i> :	
\$2.41 per unit x 1,050 units x 4 quarterly issues	\$10,121
Printing, Design, and Distribution for <i>Annual Profile and Forecast</i>	
\$2.88 per unit x 1,050 units	\$ 3,039
Industry Projection Data and Miscellaneous Expenses	\$ 1,300
IMPLAN; training, and data purchase	\$ 5,000
Supplies and other resources	\$ 900
Student Worker Time:	
20 hours per week @ \$7.25 x 32 weeks	<u>\$ 4,640</u>
Total Request	<u>\$25,000</u>

Pitt State and Kelce College of Business In-Kind Contributions

Direct Expenditures

Faculty Time (Davidsson): 20% salary @ \$84,548	\$ 16,910
Fringes @ ((% of time x salary base x 18.8%) + (\$10,233 x % of time))	\$ 5,226

Indirect Costs

Indirect overhead expenditures (facilities and administration), including physical space, utilities, and office equipment use. Estimated at Federal Government recovery rate of 47%	\$ 10,404
University Total	<u>\$ 32,540</u>

MEMORIAL



AUDITORIUM

To: Daron Hall, City Manager

From: Chris Patterson, Memorial Auditorium General Manager

cc: Jay Byers, Assistant City Manager
Tammy Nagel, City Clerk

Date: May 4, 2021

Re: May 11, 2021 Agenda Item
Memorial Auditorium Advisory Board Appointment

We currently have two vacancies on the Memorial Auditorium Advisory Board.

Mike Lewark recently passed away and we are in need of a citizen to serve out his unexpired second term through December 2024. The applicant must be a resident of the City of Pittsburgh.

Ginger Cawley recently resigned from the Memorial Auditorium Advisory Board and we are in need of a citizen to serve out her unexpired term through December 2022. The applicant must be a resident of the City of Pittsburgh.

Notification of the vacancies has been posted to the city's website as well as the Memorial Auditorium Facebook page. We have received two applications.

In this regard, could you please place an item on the agenda for the City Commission meeting scheduled for Tuesday, May 2021. Action necessary will be to select one applicant, Yana Friedman, to serve out Ginger Cawley's unexpired term through December 2022 and one applicant, Seth Harley, to serve out Mike Lewark's unexpired term through December 2024.

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

Memorial Auditorium Advisory Board

APPLICATION FOR APPOINTMENT

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

☐ I am seeking to fill an unexpired term for a city resident Advisory Board member.

Name: Yana Feldman

Home Address: 2107 S. Stilwell St, Pittsburg, KS 66762

Mailing Address: " "

Occupation: Ballet director / teacher: Pittsburg Ballet

Business Address: 802 N. Broadway St.

Home Telephone: 267-243-4273

Business Telephone: 620-267-2897

E-mail: yanafeldman89@gmail.com / pittsburgballet@gmail.co

Are you a resident of Pittsburg? ☒ If yes, how long have you lived in Pittsburg: 2 yrs

Current occupation (within last 12 months): Business Owner

Business interest in the last 12 months: Pittsburg Ballet

Previous Committee/Commission Experience: _____

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

Professional and/or community service activities: _____

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: As a local member of the community invested

in the success of the performing arts in Pittsburg, I feel my interests and aspirations align with what the Memorial Auditorium seeks to do in the community
Area of Representation (please circle one below based on your HOME ADDRESS)

City Resident – 2 Positions to be Appointed

The Memorial Auditorium Advisory Board meets at Memorial Auditorium at 4:00 p.m. on the 2nd Wednesday of each month. *Due to Covid-19, meetings are currently being held remotely via online conference call.* Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the May 11th, 2021, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Memorial Auditorium Advisory Board will be made by the City Commission during this meeting.**

Signature of Applicant: 

Date: May 3, 2021

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

Please return your completed application on or before Noon on May 4th, 2021, to:

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

Yana Feldman

(267) 243-4273
yanafeldman89@gmail.com

Pittsburg Ballet

620-267-2897
pittsburgballet@gmail.com

EDUCATION

2013 - 2014

UNIVERSITY OF WEST FLORIDA, PENSACOLA, FL

Master of Science in Administration (M.S.A.)

Specialization in Leadership Studies

GPA: 4.0

Merit scholarship: Fall 2013

Graduate Teaching Assistantship: Spring and Summer 2014

2010 - 2013

TEMPLE UNIVERSITY, PHILADELPHIA, PA

Bachelor of Arts (B.A.)

Major: Psychology, Minor: Cognitive Neuroscience

magna cum laude (GPA: 3.84)

Dean's Scholar: 2011-2013

Merit scholarship: 2010-2013

Societies: National Society of Collegiate Scholars, Developmental Science
Laboratory

EMPLOYMENT

Nov 2019 - Present

Ballet Director/Owner

Pittsburg Ballet, Pittsburg, KS

Opened a new school of ballet in the community. Managed all aspects of business ownership.

Jun 2017 - May 2019

Ballet Teacher

Texas Metropolitan Ballet, Killeen, TX

Taught classes 10-15 hours/week to children aged 6-adult. Worked with students in private classes, small groups, and large groups. Conducted rehearsals in preparation for school and company productions, as well as national/international competitions. Prepared curriculum and coordinated additional classes and presentations. Traveled with three students to an international ballet competition (as their coach) in Spoleto, Italy in April 2019.

Sep 2014 - April 2017

Ballet Teacher

*Savannah Ballet School of Dance &
Savannah Ballet Theatre*

Taught classes 15-20 hours/week to children aged 4-adult. Prepared curriculum and trained/supervised other teachers/volunteers in working with children. Conducted rehearsals in preparation for school and company productions. Worked with administration and other arts professionals to coordinate events and performances.

Oct 2015 - Dec 2015

Executive Assistant (Temporary)

City Hall, Savannah

Worked directly under the Assistant City Manager of Savannah, managing schedule, handling citizens' concerns/complaints, editing written correspondence, writing memorandums, and reviewing/summarizing project proposals. Also assisted the Director of Public Information in the handling of open records requests in accordance with the Freedom of Information Act (FOIA) of Georgia.

Mar 2015—Jun 2015

Executive Assistant (Temporary)

Ecofinish, LLC (and parent company Carlton Pools)

Provided direct support to the President by managing schedule, handling customer complaints, handling shipping and bookkeeping through UPS Worldship and QuickBooks, and assisted in the management of the sales team. Created marketing materials and ran weekly reports. Conducted meetings and trained employees in the use of a new customer relationship management (CRM) software (Method).

Jan 2014 –Sep 2014

Graduate Teaching Assistant

University of West Florida, College of Professional Studies (Advisor: John F. Azzaretto, Ph.D.)

Spring Semester, 2014: Assisted instructor administer graduate level course in Strategic Management for Public and Nonprofit Organizations. Graded students' assignments (APA papers) and provided feedback and tips to help students learn APA style writing. Also conducted a review and revision of the course to keep it relevant to the changing environment and students' degree programs. Adapted new case studies and relevant research into course assignments.

Summer Semester, 2014: Assisted instructor in the development of a new graduate level online course: *Leadership and Social Entrepreneurship for Public Professionals*. Conducted extensive research and developed assignments, course objectives, and other course content.

Sep 2012-May 2013

Research Assistant

Temple University, Developmental Science Laboratory (Director: Peter J. Marshall, Ph.D.)

Assisted in infant EEG studies focusing on infants' observations and actions (mirror neurons), coded subsequent behavioral data. Assisted in preschool study to observe how children learn and understand movement, administered vocabulary acquisition assessment. Trained other assistants. (10 hours/week)

Jan 2013-May 2013

Research Assistant/Analyst

Temple University, Adolescence Research (under Ronald D. Taylor, Ph.D.)

Conducted statistical analyses (primarily regression analyses) in SPSS on adolescent/parent survey data. Concentrated on social support factors such as faith and neighborhood as moderators for families with negative kin relations affecting dependent variables: optimism, self-esteem, and depression. Prepared data tables and "results" section for further publication. (10 hours/week)

2007-2015

Early Childhood Instructor & Gymnastics Teacher

ABC Daycare, Philadelphia PA

Congregation Beth Solomon Kids Daycare, Philadelphia PA

Taught children's classes (ages 2-4 and 5-6) gymnastics and dance 1-3 times per week, concentrating on creative movement, flexibility, healthy exercises for concentration, and development of motor abilities/coordination.

2008-2013

Ballet Teacher

Olga Kresin Ballet School, Philadelphia PA

Betsy Daily School of Performing Arts, Berwyn PA

Prepared students for international ballet competitions and annual performances and events. Taught classes 15-20 hours/week including ballet, pointe, variations, contemporary (pre-ballet, intermediate, advanced, adult)

2007-2012

Administrative Assistant/Secretary

Olga Kresin Ballet School, Philadelphia PA

Managed website and external communications, planned events. Coordinated advertising. Organized travel arrangements. Coordinated and collaborated with music, lighting, stage crew.

SKILLS

Languages: Russian Fluent, French and Portuguese Basic/Proficient

Experience using: Microsoft Office Suite, SPSS and R Statistical Software, QuickBooks, Method CRM

Specialized Education/Experience in: Leadership Studies, Program Evaluation Procedures, Strategic

Management, Psychological Assessment, Research Method and Design, Coaching and Teaching

Graduate Coursework in: MBA and MPA courses including Project Management, Inferential Statistics,

Financial Management, Conflict Management and Resolution, Economics, and Administrative

Law

DANCE EDUCATION

2007-2009

Performed with **Studio Company** and **Company** of Washington Ballet

Invited to "**Progetto Compagnia**" **Rome** – New Modern Dance Company under direction of Ishmael Ivo

2007- 2008

Washington School of Ballet, Washington, DC

2007

Royal Ballet School, London, England (Summer Program)

2003-2004

Odessa Choreographic School, Ukraine Ballet Academy (Summer Program)

2001-2007

Olga Kresin Ballet School, Philadelphia, PA

AWARDS AND COMPETITIONS

- 2010** **Premio Roma Dance Competition, Italy**
Senior Age Division – Finalist and Laureate
Prize for Most Artistic Dancer from the directors of Roma Accademia di Danza
- 2009** **New York International Ballet Competition**
(Pas de Deux Competition)
- 2009** **Tanzolymp Festival, Berlin, Germany**
Senior Category – 1st place and performed in Gala Festival
- 2007** **Shanghai International Ballet Competition, China**
Junior Age Division: Semi-finalist
- 2007** **Youth America Grand Prix, NY**
Finalist & Scholarships to Washington School of Ballet and Joffrey Ballet
- 2005** **Moscow International Ballet Competition, Russia**
Junior Age Division: Semi-finalist
- 2005** **Tanzolymp Dance Festival, Berlin, Germany**
1st place classical
1st place neo-classical
- 2005** **Youth America Grand Prix**
Philadelphia: 1st place contemporary & 3rd place classical
New York: Finalist & Top 12 Winner
- 2004** **Ukraine International Ballet Competition**
Junior Category: Finalist & Laureate, performed in Gala festival – Odessa Opera House



RECEIVED

APR 30 2021

Pittsburg City Clerk

Memorial Auditorium Advisory Board

APPLICATION FOR APPOINTMENT

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

☒ I am seeking to fill an unexpired term for a city resident Advisory Board member.

Name: Seth Harley

Home Address: 306 E. 24th St, Pittsburg, KS 66762

Mailing Address: 306 E. 24th St, Pittsburg, KS 66762

Occupation: Elementary Music Teacher, JH & HS Theatre Director

Business Address: 200 E. Lanyon, Frontenac, KS 66763

Home Telephone: 620-238-0173

Business Telephone: 620-231-7790

E-mail: swharley82@gmail.com

Are you a resident of Pittsburg? Yes If yes, how long have you lived in Pittsburg: 12 Years

Current occupation (within last 12 months): Elementary Music Teacher, JH & HS Theatre

Business interest in the last 12 months: _____

Previous Committee/Commission Experience: I have not previously served on a committee or commission

for the City of Pittsburg. I served as the Elementary Choir Chair for the Southeast District of Kansas from 2019-2021.

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

Professional and/or community service activities: Southeast Kansas Elementary Choir Chair, 2019-2021.

Worship Director, Girard Bible Church, 2020-2022. Worship Leader, Girard Bible Church, 2005-2021.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: I am passionate about music and theatre in our schools and our community.

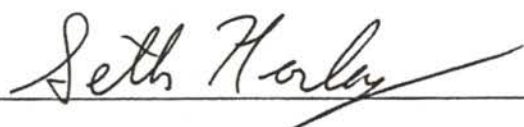
From working to update facilities at Frontenac High School, I have experience with fundraising and grant writing as well as publicity and social media. I would like to serve on this committee to help make sure that Memorial Auditorium can continue to serve our community now and in the future by providing excellent facilities and experiences.

Area of Representation (please circle one below based on your HOME ADDRESS)

City Resident – 2 Positions to be Appointed

The Memorial Auditorium Advisory Board meets at Memorial Auditorium at 4:00 p.m. on the 2nd Wednesday of each month. *Due to Covid-19, meetings are currently being held remotely via online conference call.* Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the May 11th, 2021, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Memorial Auditorium Advisory Board will be made by the City Commission during this meeting.**

Signature of Applicant: 

Date: 4/28/2021

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

Please return your completed application on or before Noon on May 4th, 2021, to:

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

Seth Harley

Permanent Residence: 306 E. 24th Street
Pittsburg, KS 66762

Cell Phone: (620)-238-0173
Email: swharley82@gmail.com

Specialized Training:

- Midwest Regional Ballet 2009-Present
- Los Angeles Film Studies Center Spring 2005

Special Skills:

- Proficient computer skills (Windows & Macintosh)
- Experience making rehearsal CD'S utilizing computer music composition programs.
- Dance (10 years of lessons including performances and competition)
- Theater Production (Directing, Set design and construction, Light and sound design, Music Directing, Choreography)

Employment History:

- Frontenac Unified School District 249, Frontenac, Kansas, 66763, 620-231-7790
Elementary Music Teacher, HS Theatre Director, JH Theatre Director: 2017-Present
- Columbus Unified School District 493, Columbus, Kansas, 66725, 620-429-3661
-6-12 Vocal/General Music Teacher, Music Appreciation, Musical Director: 2009-2017
- Pittsburg State University, Pittsburg, KS 66762, 620-235-4466
-Graduate Assistant of Choral Conducting: 2007-2009
- Ozark Actors Theater, Rolla, MO 65402, 573-364-9523
-Music Director: Summer 2008
- USD 247, Cherokee, KS 66724, 620-457-8350
-K-8 Vocal/Instrumental Music Teacher, Cherokee Attendance Center: 2005-2007

Extra-Curricular Activities

- *2009-Present:* Midwest Regional Ballet, Pittsburg Community Theater, Girard Bible Church Music Director and/or worship leader, NEA Member, NAFME member, ACDA Member
- *Fall 2007-Spring 2009:* PSU Choir, Chorale, Basketball Pep Band, Wind Ensemble, Chamber Winds, Girard Bible Church Music Director and worship leader, CMNEC member.
- *Fall 2005-Spring 2007:* Private voice and instrument teacher, marching band director, worship leader for Girard Bible Church, MENC member.
- *Fall 2002-Spring 2004:* Sterling College Theatre, Symphonic and, Choir, Highland Singers Member, Alpha Chi Member, MAO Member, Band and Choir Council Member, Tenor and French Horn Section Leader

Education History

- Pittsburg State University, Masters of Music- emphasis in Choral Conducting, Summa Cum Laude, 2009
- Sterling College, BS vocal and instrumental Music Education with Vocal Performance Emphasis and a Secondary Field Endorsement for Speech and Communications Education, Magna Cum Laude, 2005
- Girard High School, Diploma, May 2000

Awards and Honors

- | | |
|---|--|
| -Phi Kappa Phi Honor Society Member: 2009-Present | -Kelsey Scholar: 2001- 2003, 2004- 2005 |
| -Alpha Chi Honor Society Member: 2001-Present | -Deans List: 2000-2005 |
| -Kansas State Scholar: 2000-2005 | -Bob Calderwood Music Scholarship recipient 05/03 |
| -Sterling Scholar Award Recipient: 2000-2005 | -Mr. & Mrs. R.O. Ferguson Memorial Award Recipient |

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 4/21/2021 THRU 5/04/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	4/30/2021			188768		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	1	0.00	0.00	0.00
BANK: * TOTALS:	1	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	5/04/2021			000000		1,450.77
0728	ICMA	D	4/30/2021			000000		772.50
3079	COMMERCE BANK	D	4/26/2021			000000		63,230.53
4520	ETS CORPORATION	D	5/04/2021			000000		11,035.07
6415	GREAT WEST TANDEM KPERS 457	D	4/30/2021			000000		4,266.00
7290	DELTA DENTAL OF KANSAS INC	D	4/23/2021			000000		2,196.36
7290	DELTA DENTAL OF KANSAS INC	D	4/30/2021			000000		973.80
7877	TRUSTMARK HEALTH BENEFITS INC	D	4/22/2021			000000		28,896.49
7877	TRUSTMARK HEALTH BENEFITS INC	D	4/29/2021			000000		61,092.39
8051	AFLAC GROUP INSURANCE	D	4/26/2021			000000		1,752.92
2004	AIRE-MASTER OF AMERICA, INC.	E	4/26/2021			011371		17.22
8202	PETROLEUM TRADERS CORPORATION	E	4/26/2021			011372		18,751.80
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	4/26/2021			011373		50.00
0046	ETTINGERS OFFICE SUPPLY	E	4/26/2021			011374		88.03
0055	JOHN'S SPORT CENTER, INC.	E	4/26/2021			011375		598.00
0105	PITTSBURG AUTOMOTIVE	E	4/26/2021			011376		69.56
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	4/26/2021			011377		219.82
0294	COPY PRODUCTS, INC.	E	4/26/2021			011378		2,579.04
0530	THYSSENKRUPP CORPORATION	E	4/26/2021			011379		5,469.00
0534	TYLER TECHNOLOGIES INC	E	4/26/2021			011380		130.00
0577	KANSAS GAS SERVICE	E	4/26/2021			011381		6,081.25
0815	WILBERT & TOWNER	E	4/26/2021			011382		331.65

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1089	LABETTE COMMUNITY COLLEGE	E	4/26/2021			011383		4,974.00
1609	P & L COMPANY	E	4/26/2021			011384		1,000.00
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	4/26/2021			011385		262.01
2825	STATE OF KANSAS	E	4/26/2021			011386		487.91
2960	PACE ANALYTICAL SERVICES LLC	E	4/26/2021			011387		6,155.00
3668	MID AMERICA PROPERTIES OF PITT	E	4/26/2021			011388		1,488.00
4085	GILMORE & BELL	E	4/26/2021			011389		1,350.00
4354	LIFESTYLE LEASING INC	E	4/26/2021			011390		1,260.00
4452	RYAN INSURANCE, LLC	E	4/26/2021			011391		1,253.00
5506	MICHAEL E BROWN	E	4/26/2021			011392		80.00
5931	VOGEL HEATING & COOLING INC	E	4/26/2021			011393		1,875.00
6595	AMAZON.COM, INC	E	4/26/2021			011394		8,787.43
7028	MATTHEW L. FRYE	E	4/26/2021			011395		400.00
7128	SWABY MFG	E	4/26/2021			011396		4,049.00
7991	PRECISION DELTA CORPORATION	E	4/26/2021			011397		3,195.30
8046	CONVERGEONE, INC.	E	4/26/2021			011398		245.00
8187	EXELON CORPORATION	E	4/26/2021			011399		1,766.16
8325	FLEET FUELS LLC	E	4/26/2021			011400		411.50
8411	TURNOUT TOPCO LLC	E	4/26/2021			011401		1,760.00
8413	PARKSON CORPORATION	E	4/26/2021			011402		3,507.00
8211	UMB BANK N.A.	E	4/28/2021			011403		33,661.38
0748	CONRAD FIRE EQUIPMENT	E	5/03/2021			011404		3,450.16

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4489	WEIS FIRE & SAFETY EQUIPMENT L	E	5/03/2021			011405		372.51
8236	NORTHGATE ASSOCIATES LLC	E	5/03/2021			011406		7,292.77
0046	ETTINGERS OFFICE SUPPLY	E	5/03/2021			011407		314.23
0055	JOHN'S SPORT CENTER, INC.	E	5/03/2021			011408		557.98
0101	BUG-A-WAY INC	E	5/03/2021			011409		120.00
0105	PITTSBURG AUTOMOTIVE	E	5/03/2021			011410		334.36
0112	MARRONES INC	E	5/03/2021			011411		152.73
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	5/03/2021			011412		130.87
0124	AMERICAN BATTERY & ELECTRIC	E	5/03/2021			011413		458.00
0133	JIM RADELL CONSTRUCTION COMPAN	E	5/03/2021			011414		8,420.00
0272	BO'S 1 STOP INC	E	5/03/2021			011415		287.60
0294	COPY PRODUCTS, INC.	E	5/03/2021			011416		73.07
0317	KUNSHEK CHAT & COAL CO, INC.	E	5/03/2021			011417		4,560.99
0335	CUSTOM AWARDS, LLC	E	5/03/2021			011418		175.00
0516	AMERICAN CONCRETE CO INC	E	5/03/2021			011419		385.76
0525	3M	E	5/03/2021			011420		692.15
0746	CDL ELECTRIC COMPANY INC	E	5/03/2021			011421		506.25
0866	AVFUEL CORPORATION	E	5/03/2021			011422		18,330.29
0961	KANSAS JUDICIAL COUNCIL	E	5/03/2021			011423		190.00
1478	KANSASLAND TIRE #1828	E	5/03/2021			011424		582.87
1792	B&L WATERWORKS SUPPLY, LLC	E	5/03/2021			011425		345.60
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	5/03/2021			011426		266.69

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2035	O'BRIEN ROCK CO., INC.	E	5/03/2021			011427		875.50
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	5/03/2021			011428		1,020.00
2226	KEY EQUIPMENT & SUPPLY CO INC	E	5/03/2021			011429		319.99
3261	PITTSBURG AUTO GLASS	E	5/03/2021			011430		150.00
3571	LARRY'S DIESEL REPAIR LLC	E	5/03/2021			011431		745.28
3802	BRENNTAG MID-SOUTH INC	E	5/03/2021			011432		2,333.00
4059	PSU - PRINTING & DESIGN SERVI	E	5/03/2021			011433		13.03
4603	KANSAS GOLF AND TURF INC	E	5/03/2021			011434		324.24
5506	MICHAEL E BROWN	E	5/03/2021			011435		240.00
5855	STERICYCLE, INC.	E	5/03/2021			011436		192.96
5855	STERICYCLE, INC.	E	5/03/2021			011437		104.89
5944	KCR INTERNATIONAL TRUCKS	E	5/03/2021			011438		296.42
6524	ELLIOTT EQUIPMENT COMPANY	E	5/03/2021			011439		584.21
6777	DH PACE CO	E	5/03/2021			011440		1,686.37
6807	ENVIRONMENTAL RESOURCE ASSOCIA	E	5/03/2021			011441		379.30
7151	QUADIENT FINANCE USA INC	E	5/03/2021			011442		300.00
7284	TRANSYSTEMS CORPORATION	E	5/03/2021			011443		15,491.52
7427	OLSSON INC	E	5/03/2021			011444		8,245.69
7540	THOMAS W NICHOLS	E	5/03/2021			011445		360.00
7559	MEGAN LYNN MUNGER	E	5/03/2021			011446		219.00
7839	VISION SERVICE PLAN INSURANCE	E	5/03/2021			011447		1,622.14
7906	ARNETT GLASS	E	5/03/2021			011448		1,050.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7930	SANDERSON PIPE CORPORATION	E	5/03/2021			011449		529.34
8046	CONVERGEONE, INC.	E	5/03/2021			011450		112.50
8147	CHEM-AQUA, INC.	E	5/03/2021			011451		430.55
8246	BETHANY ANN BROOKS	E	5/03/2021			011452		461.00
8281	SOUTHERN B EVENTS LLC	E	5/03/2021			011453		340.00
8309	MISSISSIPPI LIME COMPANY	E	5/03/2021			011454		6,909.22
8325	FLEET FUELS LLC	E	5/03/2021			011455		620.00
8411	TURNOUT TOPCO LLC	E	5/03/2021			011456		12,848.75
8413	PARKSON CORPORATION	E	5/03/2021			011457		1,688.00
6126	AMERICAN LAW ENFORCEMENT RADAR	R	4/23/2021			188741		600.00
6865	MICHAEL S COLE	R	4/23/2021			188742		120.00
7678	COUNCIL OF DEVELOPMENT FINANCE	R	4/23/2021			188743		550.00
4263	COX COMMUNICATIONS KANSAS LLC	R	4/23/2021			188744		31.52
8340	MICHAEL DAVID DEPLUE	R	4/23/2021			188745		375.00
7116	EMC INSURANCE COMPANIES	R	4/23/2021			188746		265.69
1108	EVERGY KANSAS CENTRAL INC	R	4/23/2021			188747		3,048.81
7345	MIKE FORD	R	4/23/2021			188748		320.00
1900	ICMA	R	4/23/2021			188749		1,366.60
7938	ROSANO DEL PILAR MENDEZ	R	4/23/2021			188750		25.00
7480	RODGER PETRAIT	R	4/23/2021			188751		60.00
0187	PITTSBURG ROTARY CLUB	R	4/23/2021			188752		750.00
1	ROJO, NELY	R	4/23/2021			188753		750.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 4/21/2021 THRU 5/04/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8308	BRENDAN SCHMIDT	R	4/23/2021			188754		280.00
7576	SEK URGENT CARE, LLC	R	4/23/2021			188755		125.00
8089	JORAN STOUT-MITCHELL	R	4/23/2021			188756		120.00
8203	VB OPCO LLC	R	4/23/2021			188757		940.00
4897	JOHN VINARDI	R	4/23/2021			188758		650.00
2350	WCA WASTE SYSTEMS INC	R	4/23/2021			188759		340.59
5561	AT&T MOBILITY	R	4/30/2021			188762		131.20
5480	BITNER MOTORS	R	4/30/2021			188763		119.92
8278	GERSON BOCANEGRA	R	4/30/2021			188764		25.00
7481	TIMOTHY CASHERO	R	4/30/2021			188765		210.00
6865	MICHAEL S COLE	R	4/30/2021			188766		200.00
5759	COMMUNITY HEALTH CENTER OF SEK	R	4/30/2021			188767		1,420.00
1	COMP	R	4/30/2021			188769		60.00
7657	COPY PRODUCTS, INC.	R	4/30/2021			188770		950.59
4263	COX COMMUNICATIONS KANSAS LLC	R	4/30/2021			188771		93.48
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	4/30/2021			188772		89.98
0497	CRAWFORD COUNTY DISTRICT COURT	R	4/30/2021			188773		36.00
0375	WICHITA WATER CONDITIONING	R	4/30/2021			188774		60.30
8209	DPC ENTERPRISES LP	R	4/30/2021			188775		1,408.00
7547	ED EICHENBERGER	R	4/30/2021			188776		210.00
7116	EMC INSURANCE COMPANIES	R	4/30/2021			188777		300.00
6358	FIREX, INC.	R	4/30/2021			188778		250.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7345	MIKE FORD	R	4/30/2021			188779		80.00
6809	RICHARD GILMORE	R	4/30/2021			188780		2,728.75
8061	HORSE CREEK CATTLE LLC	R	4/30/2021			188781		13,493.30
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	4/30/2021			188782		77.40
4108	INLAND TRUCK PARTS CO	R	4/30/2021			188783		3,091.17
8389	CALEB W. LEE	R	4/30/2021			188784		80.00
7480	RODGER PETRAIT	R	4/30/2021			188785		80.00
8118	FRANK E ROBISON	R	4/30/2021			188786		225.00
8089	JORAN STOUT-MITCHELL	R	4/30/2021			188787		140.00
6260	TRANE	R	4/30/2021			188788		1,510.00
5589	CELLCO PARTNERSHIP	R	4/30/2021			188789		114.14
1	STATE FARM INSURANCE	R	5/04/2021			188804		15,810.29
1	YOUNGER, KAYLA	R	5/04/2021			188805		20,869.41
7463	DEREK HEIKES	R	5/04/2021			188806		5,500.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	49	80,082.14	0.00	80,082.14
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	10	175,666.83	0.00	175,666.83
EFT:	87	220,845.84	0.00	220,845.84
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: 80144TOTALS:	146	476,594.81	0.00	476,594.81
BANK: 80144 TOTALS:	146	476,594.81	0.00	476,594.81

VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 4/21/2021 THRU 5/04/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5906	JOHN HINRICHS	E	5/04/2021			011458		183.00
5961	LARRY A VANBECELAERE	E	5/04/2021			011459		70.00
7717	LAWRENCE E GIGER	E	5/04/2021			011460		685.00
7837	MARJI RENTALS, LLC	E	5/04/2021			011461		287.00
8191	KURT E GALE	E	5/04/2021			011462		600.00
0372	CONNER REALTY	E	5/04/2021			011463		905.00
1008	BENJAMIN M BEASLEY	E	5/04/2021			011464		1,405.00
1231	JOHN LOVELL	E	5/04/2021			011465		741.00
1337	DOUGLAS E THOMAS	E	5/04/2021			011466		287.00
1609	P & L COMPANY	E	5/04/2021			011467		4,752.00
1982	KENNETH N STOTTS, SR	E	5/04/2021			011468		315.00
2304	DENNIS HELMS	E	5/04/2021			011469		94.00
2542	YOST PROPERTIES	E	5/04/2021			011470		368.00
3082	JOHN R JONES	E	5/04/2021			011471		328.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	5/04/2021			011472		271.00
3162	THOMAS A YOAKAM	E	5/04/2021			011473		162.00
3218	CHERYL L BROOKS	E	5/04/2021			011474		311.00
3272	DUNCAN HOUSING LLC	E	5/04/2021			011475		5,128.00
3273	RICHARD F THENIKL	E	5/04/2021			011476		1,039.00
3294	JOHN R SMITH	E	5/04/2021			011477		1,421.00
3668	MID AMERICA PROPERTIES OF PITT	E	5/04/2021			011478		10,460.00
4054	MICHAEL A SMITH	E	5/04/2021			011479		1,349.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4492	PITTSBURG SENIORS LP	E	5/04/2021			011480		3,875.00
5393	ANGELES PROPERTIES LLC - HAP	E	5/04/2021			011481		2,796.00
5549	DELBERT BAIR	E	5/04/2021			011482		282.00
5656	EARL L. HARTMAN	E	5/04/2021			011483		1,734.00
5658	DEANNA J HIGGINS	E	5/04/2021			011484		627.00
5676	BARBARA TODD	E	5/04/2021			011485		30.00
5796	JOHN A ESLICK	E	5/04/2021			011486		464.00
5817	JAMA ENTERPRISES LLP	E	5/04/2021			011487		267.00
5834	DENNIS TROUT	E	5/04/2021			011488		392.00
5885	CHARLES T GRAVER	E	5/04/2021			011489		56.00
5896	HORIZON INVESTMENTS GROUP INC	E	5/04/2021			011490		675.00
5957	PASTEUR PROPERTIES	E	5/04/2021			011491		5,203.00
6090	RANDAL BENNEFELD	E	5/04/2021			011492		1,076.00
6130	T & K RENTALS LLC	E	5/04/2021			011493		182.00
6161	MICHAEL J STOTTS	E	5/04/2021			011494		206.00
6172	ANDREW ALEX WACHTER	E	5/04/2021			011495		220.00
6269	EDWARD SWOR	E	5/04/2021			011496		836.00
6298	L. KEVAN SCHUPBACH	E	5/04/2021			011497		9,295.00
6322	R JAMES BISHOP	E	5/04/2021			011498		401.00
6333	JANA DALRYMPLE	E	5/04/2021			011499		474.00
6394	KEVIN R. HALL	E	5/04/2021			011500		2,768.00
6441	HEATHER MASON WHITE	E	5/04/2021			011501		943.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6464	PRO X PROPERTY SOLUTIONS, LLC	E	5/04/2021			011502		11,208.00
6673	JUDITH A COLLINS	E	5/04/2021			011503		181.00
6694	DELBERT BAIR	E	5/04/2021			011504		461.00
6708	CHARLES R. MERTZ	E	5/04/2021			011505		322.00
6877	CHRISTOPHER KYLE BATTAGLIA	E	5/04/2021			011506		463.00
6886	DELBERT BAIR	E	5/04/2021			011507		466.00
6916	STILWELL HERITAGE & EDUCATIONA	E	5/04/2021			011508		2,931.00
7083	PITTSBURG HEIGHTS, LP	E	5/04/2021			011509		4,536.00
7112	RANDY VILELA BODY REPAIR, TRU	E	5/04/2021			011510		486.00
7220	TIM ADAM	E	5/04/2021			011511		183.00
7294	AMMP PROPERTIES, LLC	E	5/04/2021			011512		646.00
7312	JASON HARRIS	E	5/04/2021			011513		301.00
7326	RANDY ALLEE	E	5/04/2021			011514		287.00
7344	TERRY O BARTLOW	E	5/04/2021			011515		279.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	5/04/2021			011516		266.00
7554	TRAVIS R RIDGWAY	E	5/04/2021			011517		559.00
7582	KIRK A DUNCAN	E	5/04/2021			011518		695.00
7587	DAVID RUA	E	5/04/2021			011519		465.00
7612	ENDICOTT RENTALS, LLC	E	5/04/2021			011520		732.00
7645	SEWARD RENTALS, LLC	E	5/04/2021			011521		810.00
7654	A & R RENTALS, LLC	E	5/04/2021			011522		3,332.00
7668	JOHN BEST	E	5/04/2021			011523		161.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 4/21/2021 THRU 5/04/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7669	CHARLES GILMORE	E	5/04/2021			011524		520.00
7741	SUSAN E ADAMS	E	5/04/2021			011525		185.00
7805	KIRK DARROW	E	5/04/2021			011526		600.00
7864	CB HOMES LLC	E	5/04/2021			011527		800.00
7866	JAMES MICHAEL HORTON	E	5/04/2021			011528		3,306.00
7918	CITY OF LEAVENWORTH	E	5/04/2021			011529		1,580.82
7936	PITTSBURG HIGHLANDS LP	E	5/04/2021			011530		1,536.00
7965	JAVA PROPERTIES LLC	E	5/04/2021			011531		285.00
8005	REMINGTON SQUARE APARTMENTS OF	E	5/04/2021			011532		3,869.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	5/04/2021			011533		1,922.00
8084	ANDREW FRAKES	E	5/04/2021			011534		488.00
8126	BNB PROPERTIES LLC	E	5/04/2021			011535		890.00
8166	NICHOLE HAMBLIN	E	5/04/2021			011536		1,387.00
8168	TARA J STANDLEE	E	5/04/2021			011537		291.00
8174	MICHAEL A SMITH	E	5/04/2021			011538		477.00
8190	HEATHER SMITH	E	5/04/2021			011539		854.00
8260	JANICE PUFFINBARGER	E	5/04/2021			011540		800.00
8266	RYAN SCHULTEIS	E	5/04/2021			011541		882.00
8276	CASEY BAKER	E	5/04/2021			011542		277.00
8302	PAUL CHRISTMAN	E	5/04/2021			011543		1,559.00
8313	CURTISS HEMBY	E	5/04/2021			011544		600.00
8329	CHARLES P. SIMPSON	E	5/04/2021			011545		475.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8361	BURNS INVESTMENTS, LLC	E	5/04/2021			011546		500.00
8402	BEVERLY D PETERSON	E	5/04/2021			011547		617.00
8403	SETH P GOLLHOFER	E	5/04/2021			011548		226.00
8412	CODY JOE POTTER	E	5/04/2021			011549		232.00
6152	MARTHA R CAMPBELL	R	5/03/2021			188790		217.00
6585	CLASS HOMES 1 LLC	R	5/03/2021			188791		60.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	5/03/2021			188792		1,841.00
1601	GRAIG A. MOORE	R	5/03/2021			188793		625.00
7616	STEVE KUPLIN	R	5/03/2021			188794		2,213.00
8177	MISSISSIPPI REGIONAL HOUSING A	R	5/03/2021			188795		671.38
8341	MARK MONSOUR	R	5/03/2021			188796		453.00
1800	DAN R. RODABAUGH	R	5/03/2021			188797		718.00
6451	NAZAR SAMAN	R	5/03/2021			188798		1,929.00
8109	CONNOR SPRESSER	R	5/03/2021			188799		196.00
0472	LARRY SPRESSER, LLC	R	5/03/2021			188800		472.00
4897	JOHN VINARDI	R	5/03/2021			188801		845.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	12	10,240.38	0.00	10,240.38
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	92	118,891.82	0.00	118,891.82
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: HAP TOTALS:	104	129,132.20	0.00	129,132.20
BANK: HAP TOTALS:	104	129,132.20	0.00	129,132.20

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1874	HIGHLAND MEADOWS OF KS	E	5/04/2021			011550		228.00
4013	KNIGHTS OF COLUMBUS TOWERS	E	5/04/2021			011551		556.00
4492	PITTSBURG SENIORS LP	E	5/04/2021			011552		145.00
5393	ANGELES PROPERTIES LLC - HAP	E	5/04/2021			011553		700.00
5534	SYCAMORE VILLAGE RES LP	E	5/04/2021			011554		1,485.00
6298	L. KEVAN SCHUPBACH	E	5/04/2021			011555		1,400.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	5/04/2021			011556		700.00
6926	MARTIN KYLE SAYRE	E	5/04/2021			011557		550.00
7866	JAMES MICHAEL HORTON	E	5/04/2021			011558		1,330.00
8361	BURNS INVESTMENTS, LLC	E	5/04/2021			011559		400.00
7616	STEVE KUPLIN	R	5/03/2021			188802		700.00
6451	NAZAR SAMAN	R	5/03/2021			188803		650.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2	1,350.00	0.00	1,350.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	10	7,494.00	0.00	7,494.00
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: TBRA TOTALS:	12	8,844.00	0.00	8,844.00
BANK: TBRA TOTALS:	12	8,844.00	0.00	8,844.00
REPORT TOTALS:	262	614,571.01	0.00	614,571.01

Passed and approved this 11th day of May, 2021.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: Daron Hall
City Manager

FROM: Michelle Ducre
Director of Human Resources

DATE: May 3, 2021

SUBJECT: Agenda Item – May 11, 2021
Compensation and Benefits Study

The Executive Committee interviewed firms on April 13, 2021 to discuss their proposals in response to our RFP for a compensation and benefits study, to compare our current salary ranges and benefits with businesses in the private and public sector in our four states region: Kansas, Missouri, Oklahoma and Arkansas.

After completing our interviews, the committee unanimously voted to recommend an agreement with LOGIC for the Governing Body's approval. In this regard, will you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 11, 2021. Action necessary will be approval or disapproval of the compensation and benefits study Professional Services Agreement with LOGIC Comp Group.



AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement"), entered into as of May 12th 2021 (the "Effective Date"), is between Logic Compensation Group, LLC., an Arizona Limited Liability Corporation ("LOGIC COMPENSATION GROUP, LLC") and the City of Pittsburgh (the "Client").

LOGIC COMPENSATION GROUP, LLC and Client desire to arrange for the provision of services by LOGIC COMPENSATION GROUP, LLC to the Client as set forth herein.

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

1. **ENGAGEMENT OF SERVICES.** From time to time, LOGIC COMPENSATION GROUP, LLC and Client may enter into Project Assignment(s), for the provision of services provided by LOGIC COMPENSATION GROUP, LLC (Projects). The exact nature and scope of the services shall be agreed, and the scope of services shall be detailed, in a Project Assignment. Each Project Assignment shall be governed by the terms and conditions of this Agreement.

2. **SCOPE OF PROJECT ASSIGNMENTS.** LOGIC COMPENSATION GROUP, LLC will provide any services, functions, or responsibilities related to the services set forth in the Project Assignment that are (a) reasonably required for the proper performance and delivery of such services, functions, or responsibilities in accordance with this Agreement or (b) an inherent part of, or a necessary subpart included within such services, functions or responsibilities.

3. **STANDARD FOR PERFORMANCE.** Subject to the terms of this Agreement, LOGIC COMPENSATION GROUP, LLC will use its best efforts to render the services and complete the Projects by the applicable completion dates.

4. **COMPENSATION.** Client will pay LOGIC COMPENSATION GROUP, LLC a fee for services rendered under this Agreement as set forth in the Project Assignment(s) undertaken by LOGIC COMPENSATION GROUP, LLC. Client shall be responsible for all expenses incurred by LOGIC COMPENSATION GROUP, LLC in the performance of its services under this Agreement except where provided for in the Project Assignment. Upon termination of this Agreement for any reason, LOGIC COMPENSATION GROUP, LLC will be paid fees specified on the Project Assignment for work which is then in progress on a proportional basis, and expenses incurred through the effective date of such termination. Unless other terms are set forth in the Project Assignment(s) for Projects which are in progress, Client will pay LOGIC COMPENSATION GROUP, LLC for services and will reimburse LOGIC COMPENSATION GROUP, LLC for previously approved expenses within thirty (30) days of the date of LOGIC COMPENSATION GROUP, LLC's invoice.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP.** LOGIC COMPENSATION GROUP, LLC's relationship with Client will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agent-principal or employer-employee relationship. In the performance of its duties, LOGIC COMPENSATION GROUP, LLC may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to LOGIC COMPENSATION GROUP, LLC by the Client or its designated representatives and reasonably believed by LOGIC COMPENSATION GROUP, LLC to be genuine and authorized by the Client. Furthermore, LOGIC COMPENSATION GROUP, LLC's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. LOGIC COMPENSATION GROUP, LLC will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

6. **CONFIDENTIAL INFORMATION.** LOGIC COMPENSATION GROUP, LLC recognizes that certain confidential information may be furnished by the Client to LOGIC COMPENSATION GROUP, LLC in connection with its services pursuant to this Agreement ("Confidential Information"). LOGIC COMPENSATION GROUP, LLC agrees that it will disclose Confidential Information only to those who, in LOGIC COMPENSATION GROUP, LLC's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of LOGIC COMPENSATION GROUP, LLC prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by LOGIC COMPENSATION GROUP, LLC, or (iii) is or can be independently acquired or developed by LOGIC COMPENSATION GROUP, LLC without violating any of its obligations under this Agreement. However, disclosure by LOGIC COMPENSATION GROUP, LLC of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

7. **REPRESENTATIONS AND WARRANTIES.**

7.1. **LOGIC COMPENSATION GROUP, LLC Representations and Warranties.** LOGIC COMPENSATION GROUP, LLC represents and warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards.

7.2. **Client Representations and Warranties.** Client hereby represents and warrants that: (a) materials provided to LOGIC COMPENSATION GROUP, LLC for use in connection with the services provided hereunder will not infringe the intellectual property rights of any third party; and (b) Client has full right and power to enter into and perform this Agreement without the consent of any third party.



7.3. No Other Representations and Warranties.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEES ARE INCLUDED OR INTENDED BY LOGIC COMPENSATION GROUP, LLC IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DELIVERABLE, WORK PRODUCT, DOCUMENT OR OTHERWISE. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY LOGIC COMPENSATION GROUP, LLC CONCERNING THE MATTERS COVERED BY THIS AGREEMENT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

8. LIMITED LIABILITY. LOGIC COMPENSATION GROUP, LLC's liability to the Client and any other party for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to LOGIC COMPENSATION GROUP, LLC from Client for the particular Project Assignment giving rise to the claim.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LOGIC COMPENSATION GROUP, LLC SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for LOGIC COMPENSATION GROUP, LLC, at its sole option and upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which LOGIC COMPENSATION GROUP, LLC is at fault, or (ii) return to Client the fees paid by Client to LOGIC COMPENSATION GROUP, LLC for the particular service provided that gives rise to the claim, subject to the limitation contained in this section. Client agrees that it will not allege that this remedy fails its essential purpose.

9. CLIENT INFRINGEMENT INDEMNIFICATION. If a third-party claims that any information, design, specification, instruction, software, data or material furnished to LOGIC COMPENSATION GROUP, LLC by or on behalf of Client under this Agreement infringes any patent, copyright, trademark or trade secret, LOGIC COMPENSATION GROUP, LLC will promptly notify client in writing. Upon receiving written notice, Client will then defend LOGIC COMPENSATION GROUP, LLC against such claim and LOGIC COMPENSATION GROUP, LLC shall control the defense and all related settlement negotiations, and then Client shall indemnify and hold harmless LOGIC COMPENSATION GROUP, LLC from and against any damages including attorneys' fees, expenses and costs incurred by LOGIC COMPENSATION GROUP, LLC and/or finally awarded against LOGIC COMPENSATION GROUP, LLC for such infringement.

10. INDEMNIFICATION.

10.1 Client Indemnification. Client shall defend, indemnify and hold harmless LOGIC COMPENSATION GROUP, LLC, its parents, subsidiaries and affiliates, and its and their respective directors, officers, members, shareholders, partners, employees, agents, successors and assigns (Indemnified Parties) from any claims, demands, lawsuits, damages, liabilities, costs and expenses (including reasonable fees and disbursements of counsel) and judgments and settlements of every kind (Claims) that may be made by anyone for injuries (including death) to persons or loss or damage to property, including theft, resulting in whole or in part from the acts or omissions of Client including injuries or damages incurred by any person or because LOGIC COMPENSATION GROUP, LLC acts or fails to act based upon the instruction and/or direction of Client or those persons acting on behalf of Client. Upon receiving written notice from LOGIC COMPENSATION GROUP, LLC, Client will then defend LOGIC COMPENSATION GROUP, LLC against such claim and LOGIC COMPENSATION GROUP, LLC at its option shall have the right to select counsel and control the defense and all related settlement negotiations, and then Client shall indemnify LOGIC COMPENSATION GROUP, LLC from and against any damages finally awarded or agreed to be paid for such claim.

10.2 LOGIC COMPENSATION GROUP, LLC Indemnification. LOGIC COMPENSATION GROUP, LLC shall defend, indemnify and hold harmless the Client, its parents, subsidiaries and affiliates, and its and their respective directors, officers, members, shareholders, partners, employees, agents, successors and assigns (Indemnified Parties) from any claims, demands, lawsuits, damages, liabilities, costs and expenses (including reasonable fees and disbursements of counsel) and judgments and settlements of every kind (Claims) that may be made by anyone for injuries (including death) to persons or loss or damage to property, including theft, resulting in whole or in part from the acts or omissions of LOGIC COMPENSATION GROUP, LLC including injuries or damages incurred by any person or because the Client acts or fails to act based upon the instruction and/or direction of LOGIC COMPENSATION GROUP, LLC or those persons acting on behalf of LOGIC COMPENSATION GROUP, LLC. Upon receiving written notice from the Client, LOGIC COMPENSATION GROUP, LLC will then defend Client against such claim and the Client at its option shall have the right to select counsel and control the defense and all related settlement negotiations, and then LOGIC COMPENSATION GROUP, LLC shall indemnify the Client from and against any damages finally awarded or agreed to be paid for such claim.

11. TERM AND TERMINATION. The term of this Agreement will commence on the effective date and shall remain in effect until terminated in accordance with this Agreement. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. Client shall be responsible to LOGIC COMPENSATION GROUP, LLC for any services performed prior to the date of termination and LOGIC COMPENSATION GROUP, LLC shall be responsible to Client to continue to provide services until the date of termination of this Agreement. Upon termination of the Agreement, contingent upon Client's full payment for services and incurred expenses, LOGIC COMPENSATION GROUP, LLC will deliver to Client any and all of its information, forms and documentation.

12. GENERAL PROVISIONS.

12.1 Assignment and Subcontractors. Client may not assign this Agreement without LOGIC COMPENSATION GROUP, LLC's prior written consent. LOGIC COMPENSATION GROUP, LLC may deem it necessary to outsource or subcontract all or any portion of the services to be performed by it under this Agreement. If this is necessary, Client will be notified of this and has the right to request a professional of their choice. If the person chosen by the Client requires assistance from LOGIC COMPENSATION GROUP, LLC, Client will be billed for



LOGIC COMPENSATION GROUP, LLC's time at its regular hourly rate. This Agreement shall inure to the benefit of, and shall be binding upon, both LOGIC COMPENSATION GROUP, LLC and Client and their respective heirs, legal representatives and permitted assigns.

12.2 Force Majeure. Except for Client's payment obligations under this Agreement, neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

12.3 No Legal Advice Intended. The advice given by LOGIC COMPENSATION GROUP, LLC is not intended to be nor shall should it be construed as legal advice. Client is recommended, at its own cost, to have its own independent legal counsel review all documentation provided by LOGIC COMPENSATION GROUP, LLC. LOGIC COMPENSATION GROUP, LLC will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of LOGIC COMPENSATION GROUP, LLC under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

12.4 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12.5 Notices. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, delivered by overnight delivery or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by overnight delivery or hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address shown on the signature page of Agreement. Either party may change its mailing address by notice as provided by this section.

12.6 Governing Law. The parties agree that this Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Kansas.

12.7 Enforcement. In the event that LOGIC COMPENSATION GROUP, LLC or the Client shall successfully bring an action against the other party with respect to the enforcement, interpretation, or breach of any provision of this Agreement, the prevailing party shall pay the amounts incurred by the other party with respect to such action, specifically including court costs, expenses and reasonable attorneys' fees.

12.8 Waiver. No waiver by LOGIC COMPENSATION GROUP, LLC or the Client of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by LOGIC COMPENSATION GROUP, LLC or the Client of any right under this Agreement shall be construed as a waiver of any other right. LOGIC COMPENSATION GROUP, LLC or the Client shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

12.9 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. The terms of this Agreement will govern all Project Assignments and services undertaken by LOGIC COMPENSATION GROUP, LLC for Client. In the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the matters set forth therein.

12.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile, with such delivery having the same effect as delivery of an original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

Client: _____
By: _____
Title: _____
Address: _____

LOGIC COMPENSATION GROUP, LLC

By:  _____



SCOPE OF WORK

Phase 1: Study Management, Goal Validation, & Philosophy Development

LCG will conduct several activities that will establish the process and objectives for an on-time, on-budget and successful study. LCG will conduct an environmental scan of the City's systems under study including management interviews and classification and compensation document review. LCG will coordinate project activities among LCG and City staff: schedule biweekly meetings with the City's study team; provide direction as required to meet project objectives and deadlines; maintain adequate levels of staff throughout the course of the project; review all study-related work; and provide quality assurance on the work executed by the LCG team.

Activities

- Study initiation meeting with City's study team is conducted to establish study parameters, overall study goals, major milestones and timelines, the communication plan, and related items.
- Preliminary data and materials request of pertinent information from City project team.
- An assessment of the City's current system needs and concerns is conducted through the review of City documents and management interviews.
- Development and/ or update of a classification and compensation philosophy document outlining the administration of classification and compensation within the City.

Deliverables

- Updated study schedule and goals (if applicable)
- Compensation philosophy document

City Role

- Provision of requested materials on a timely basis.
- Scheduling of meetings and interviews with department directors.
- Provision of study communication materials throughout the study to LCG in advance of publication to ensure consistency and accuracy of communications.



Phase 2: Classification & Career Path Progression

Classification is the process of understanding, verifying, and describing the nature and level of work of each job in the organization. The consultant shall review the City's current jobs and offer recommendations for organization of its jobs into similar groups within the same pay classification. The consultant will also further develop and enhance the City's career progression plan which indicates career paths in various departmental job families and aligns with the City organization and strategy to reward job longevity. Career paths will consider competencies and certifications required for job progression.

During this phase, LCG will apply an internal equity system otherwise known as a job evaluation system that establishes the internal hierarchy of jobs relative to each other within the City. Appropriate job evaluation options are reviewed and a final system decision is made. The results of job evaluation will be coordinated with market data to develop the new pay plan in Phase 3.

Activities:

- LCG will review the existing City job descriptions.
- LCG will review the existing City career progression plan.
- Based on the information gathered in the review of the job descriptions and information gained from the management interviews conducted in Phase 1, classification/ job structure recommendations will be made by LCG and finalized with input from the City.
- LCG will review job evaluation options and apply the selected system to the City's resulting classifications.
- Training of City staff in the application and maintenance of the job evaluation system.
- With input from department directors, finish the development of career progression plans for all specified job families within City departments.

Deliverables

- Proposed classification recommendations that identify career progression within respective job families.
- Proposed departmental career progression plan document.
- Recommended job evaluation system applied to recommended classifications.
- Classification/ job evaluation training and guidelines.

City Role

- Scheduling of interviews and meetings.
- Reviewing and approving the recommended classification recommendations and job evaluation results.



Phase 3: Compensation & Benefits Survey

This phase will assess how the City's compensation and benefits programs compare to the relevant labor market. Through a custom survey process and with support from published data sources, data is collected and analyzed to develop the City's updated pay system. In addition to pay compensation, LCG and the City will identify appropriate benefits data and related pay practices including incentive programs to compare to the labor market. LCG will collaborate with the City to identify comparative municipal organizations & regional private organizations, as well as benchmark jobs to include in the survey process.

LCG will ensure that data received is accurate and a competitive analysis conducted. Coordinating the results of the classification phase and the compensation survey data, an updated pay plan will be developed. LCG will provide implementation strategies and discuss with the City how it can transition from the existing system to the updated system. Considerations will be given to budget constraints and current personnel practices.

Activities

- LCG will partner with the City and select up to a combined total of 20 organizations, private or public, to survey within the City's defined labor market.
- LCG will work with the City to determine an appropriate number of jobs to be surveyed. At this time, it is anticipated approximately 75 jobs will be surveyed.
- A customized survey document is developed to collect comparable pay and benefits data from the City's specific labor market organizations.
- The survey document is distributed by email and LCG consultants follow-up with surveyed organizations to encourage participation, answer questions, and ensure data quality.
- Survey data is reviewed, entered, and analyzed according to specifications determined in partnership with the City. LCG will calculate the average, median, 25th and 75th percentile statistics.
- Time and location adjustments will be considered and applied to the data as appropriate to ensure that the data are reflective of the City's labor market, economic conditions, and plan implementation date.
- LCG conducts research and analysis to determine the competitive position of the City's pay and benefits levels in relationship to the market.
- The results of the classification phase and the market survey are coordinated to update pay structure options in alignment with the City's philosophy.
- Transition from the existing to the updated system is discussed with the City. Considerations will be given to budget constraints and current personnel practices. The estimated cost for up to three (3) transition options will be developed and analyzed.



- LCG will make recommendations regarding the ongoing management of the City's pay system and incentive pay options that correspond with the City's established philosophies and operations.

Deliverables

- Listing of organizations and benchmarks to include within the survey.
- Survey document.
- Results of the salary and benefits survey, including a determination of the City's level of competitiveness with the defined comparator market.
- Recommended new/ updated salary structure(s), benefits practices recommendations and pay and incentive system administration.
- Survey summary report for participants.
- A transition plan including costs to move to the new system.

City Role

- Review and approval of the comparator organizations, benchmark jobs, and survey document.
- Provision of the survey contact information as needed and facilitate participation from regional private sector organizations.
- Completion of the survey document as if a participant of the survey.
- Discussion and approval of recommendations and transition plan options.



Phase 4: Study Recommendations & Report

A study report is prepared and presented by LCG to the City providing a summary of the processes of the study and the related findings and recommendations. Because LCG consultants will be providing in- depth explanation and approved deliverables throughout the process, the final report will be a culmination of the comprehensive results of all study activities. Based on discussions with the City, the report will be finalized. If requested by the City, a summary presentation of the final report will be presented to the City Commission by LCG consultants.

LCG consultants will also work closely with City staff to ensure that the City can administer the system beyond the completion of the study. City staff that will manage the new system will participate in detailed education and study wrap up with the members of the LCG team.

Activities

- LCG develops a draft report and leads a discussion of the draft with the study team.
- A subsequent final report outlining all processes, data results and recommendations of the study is presented to the City.
- If requested, LCG presents the final report to the City Commission.
- LCG conducts training and education of City staff.

Deliverables

- Draft and final report documents.
- Study conclusion presentations and discussions.
- Staff training and education.

City Role

- Review and provide feedback to the draft report and presentation materials.
- Coordination of final study presentations and staff meetings.



Phase 5: Program Maintenance & Client Support

Change management is a process and goes beyond the initial study. LCG intends to be a resource for our clients long after completion of the immediate study. Within our proposed study timeline, LCG accounts for the on-going program implementation and maintenance process by incorporating complimentary follow- up meetings with the City at 3, 6, 9 and 12 months following the completion of our work.

Activities

- LCG continues to assist the City by conducting complimentary follow- up meetings with the City at 3, 6, 9 and 12 months following study implementation.
- LCG will provide additional guidance for any unanticipated issues or concerns that may have arisen following the completion of the study.

Deliverables

- Four (4) one- hour meetings (conference call or video) for one year following the completion of the study.

City Role

- Preparation for each meeting by outlining issues, questions and concerns and sending written communications to LCG in advance of the meeting time.



PROJECT SCHEDULE

The project schedule for this engagement is shown visually below and totals five (5) months as estimated by LCG for this scope of services. The project schedule can be adjusted accordingly, based on any additional needs or requirements or substantial delay in survey data attainment. Substantial completion is projected for early September, with final completion of Phase 4 projected for September 30th.

Phase	Month 1	Month 2	Month 3	Month 4	Month 5	2021 & 2022
1. Study Management, Goal Validation & Philosophy Development						
2. Classification and Career Path Progression						
3. Compensation and Benefits Survey						
4. Study Recommendation & Report						
5. Program Maintenance & Client Support						

Phase 1 – Start week of May 17 th	Weeks 1 to 3
Phase 2	Weeks 3 to 6
Phase 3	Weeks 6 to 20
Phase 4 – Completion September 30 th	Weeks 18 to 20
Phase 5	12 months following implementation



PROJECT FEES

LCG's fees to conduct the study as outlined in this contract will not exceed \$ 45,000. Logic Compensation Group bills monthly based on work completed in accordance with the below deliverable fee schedule.

Phase	Fees
1. Study Initiation & Philosophy Development	\$5,000
Fee Breakdown for Phase 1 Deliverables:	
Strategy Meeting	\$1,500
Management Interviews	\$2,500
Philosophy Document	\$1,000
Study Schedule	Included
Biweekly Meetings	Included
2. Classification & Internal Equity	\$10,000
Fee Breakdown for Phase 2 Deliverables:	
Classification Structure Recommendations	\$4,000
Career Progression Plan Document	\$4,000
Job Evaluation Recommendations	\$1,500
Classification/Job Evaluation Training/Guidelines	\$500
Biweekly Meetings	Included
3. Compensation & Benefits Survey	\$25,000
Fee Breakdown for Phase 3 Deliverables:	
Organizations & Benchmark Job Identification	\$2,000
Survey Document Development & Distribution	\$5,500
Salary & Benefits Survey Results	\$13,500
Transition Plan	\$4,000
Participant Report	Included
Biweekly Meetings	Included
4. Study Recommendations & Report	\$5,000
Fee Breakdown for Phase 4 Deliverables:	
Draft and Final Reports	\$3,000
Study Conclusion Presentations/Discussions	\$1,500
Staff Training and Education	\$500
Biweekly Meetings	Included
5. Program Maintenance & Client Support	Complimentary
Fee Estimate	\$45,000

1. Above fees do not include any on-site visits.

2. On-site meetings/visits will be charged at \$1,000 per day (includes travel).

3. Fees do not include any optional services, which would be billed at our 2021 hourly rate.



On-Site Visits

On-site meetings/ visits will be charged at \$1,000 per day (includes travel) if safe travel remains throughout the study. Recommendations for on site days are as outlined below.

LCG has prepared recommendations for on-site meeting days at the City in order to facilitate a successful study:

Phase 1: Study Management & Philosophy Development – 2 days on-site

Two days on-site to facilitate discussions regarding the City's compensation philosophy and associated strategies to achieve the desired philosophy. Additionally, individual meetings with department directors would be conducted to gain insight into their area(s) of responsibility and understand what is working well and where there are challenges as it relates to the classification and compensation system.

Additional Fees: \$2,000

Phase 2: Classification & Internal Equity – all meetings held virtually

Given that the work involves LCG's review of documents and the development of career progression plan documents that will require time for review by the City, we believe that virtual meetings will be the most cost-effective means for completing this Phase of the study.

Additional Fees: N/A

Phase 3: Compensation & Benefits Survey – all meetings held virtually

This Phase will also require time for review by the City. Typically, we have developed all materials remotely and shared the results of the study with clients via email and subsequent virtual meetings. This allows the City sufficient time to review the data and for LCG to quickly address any questions the City may have. Conducting these reviews and discussions provides for a more cost-effective option for the City.

Additional Fees: N/A

Phase 4: Study Recommendations & Report – 1 day on-site

One day on-site is recommended for facilitating/participating in presentations to appropriate stakeholders (i.e., City Commissioners, employees, and other applicable parties) and providing staff training and education on the approved classification and compensation systems. All materials will be prepared remotely and virtual discussions will occur with City staff in finalizing the draft and final report.

Additional Fees: \$1,000



Optional Services

Fees do not include any optional services, which would be billed at our 2021 hourly rate. For work beyond that specified in this proposal, additional fees and out of pocket expenses will be involved. We are available for discussion if the City requests services beyond the stated scope. We guarantee our rates, shown below, for a minimum of one (1) year following completion of the City's study.

Level & Rate

Principal Consultant	\$300
Senior Consultant	\$225
Consultant	\$175
Managing Director	\$325

EXHIBIT A
BID TABULATION

CITY OF PITTSBURG, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES

Dated: May 27, 2021
Series 2021-1

Sale Date: May 11, 2021
11:00 A.M., Central Time
Max Interest Rate: [_____]%

BIDDERS

[to be inserted]

EXHIBIT B

(BID OF PURCHASER)

[to be inserted]

RESOLUTION NO. 1244

OF

THE CITY OF PITTSBURG, KANSAS

ADOPTED

MAY 11, 2021

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2021-1**

RESOLUTION

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RESOLUTION NO. 1244

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2021-1, OF THE CITY OF PITTSBURG, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Pittsburg, Kansas (the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (the “Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Ord./Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Main Trafficway improvements – East Quincy	Ord. G-1311/ Res. 1232	12-685 <i>et seq.</i>	\$7,000,000

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, the Issuer has heretofore issued the following temporary notes to temporarily finance a portion of the costs of the Improvements (the “Refunded Notes”):

<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Outstanding Amount</u>
2020-1	June 11, 2020	June 1, 2021	\$819,000	\$819,000

WHEREAS, permanent financing for the Improvements will not be completed prior to the maturity date of the Refunded Notes and it is necessary for the Issuer to provide cash funds to meet its obligations on the Refunded Notes by the issuance of additional temporary notes of the Issuer; and

WHEREAS, the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements and to retire the Refunded Notes; and

WHEREAS, the governing body of the Issuer has advertised the sale of the Notes and at a meeting held in the City on this date, awarded the sale of such Notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$3,590,000* to pay a portion of the costs of the Improvements and refund the Refunded Notes.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive (specifically including K.S.A. 10-123), K.S.A. 10-620 *et seq.* and K.S.A. 12-685 *et seq.*, all as amended and supplemented.

“Authorized Denomination” means \$5,000 or any integral multiples thereof.

“Beneficial Owner” of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC.

“City” means the City of Pittsburg, Kansas.

“Clerk” means the duly elected/appointed and acting Clerk of the Issuer, or in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“Compliance Account” means the Compliance Account created pursuant to *Section 501* hereof.

“Consulting Engineer” means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

“Costs of Issuance” means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Temporary Notes, Series 2021-1 created pursuant to *Section 501* hereof.

“Dated Date” means May 27, 2021.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 2021-1 (within the Bond and Interest Fund) created pursuant to *Section 501* hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Director of Finance” means the duly appointed and acting Director of Finance of the Issuer or, in the Director's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Funds and Accounts” means funds and accounts created by or referred to in *Section 501* hereof.

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes, Series 2021-1 created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Note which shall be December 1 and June 1 of each year, commencing December 1, 2021.

“Issue Date” means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Note Payment Date” means any date on which principal of or interest on any Note is payable.

“Note Register” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“Note Registrar” means the State Treasurer and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the General Obligation Temporary Notes, Series 2021-1, authorized and issued by the Issuer pursuant to this Note Resolution.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

City Hall
201 W. 4th St.
Pittsburg, Kansas 66762
Fax: (620) 240-5171

- (b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

- (c) To the Purchaser:

[Purchaser]
[Purchaser Address]
Fax: [Purchaser Fax]

- (d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Note Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Notes.

“Outstanding” means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of **Article VII** hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this

Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Notes plus accrued interest to the date of delivery[, plus a bid premium of \$_____][, less an underwriting discount of \$_____].

“Purchaser” means [Purchaser], [Purchaser City, State], the original purchaser of the Notes, and any successors and assigns.

“Rating Agency” means any company, agency or entity that provides financial ratings for the Notes.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

“Redemption Fund” means the Redemption Fund for Refunded Notes created pursuant to *Section 501* hereof.

“Redemption Price” when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable

redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Refunded Notes” means the Series 2020-1 Notes in the aggregate principal amount of \$819,000.

“Refunded Notes Paying Agent” means the paying agent for the Refunded Notes as designated in the Refunded Notes Resolution, and any successor or successors at the time acting as paying agent of the Refunded Notes.

“Refunded Notes Redemption Date” means June 1, 2021, the maturity date of the Refunded Notes.

“Refunded Notes Resolution” means the resolution which authorized the Refunded Notes.

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with *Article II* hereof.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Securities Depository” means, initially, DTC, and its successors and assigns.

“Series 2020-1 Notes” means the Issuer's General Obligation Temporary Notes, Series 2020-1, dated June 11, 2020.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“Standard & Poor's” means Standard & Poor's Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in *Article V* hereof.

“Treasurer” means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of

America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2021-1, of the Issuer in the principal amount of \$3,590,000*, for the purpose of: (a) paying a portion of the costs of the Improvements; (b) retiring the Refunded Notes; and (c) paying Costs of Issuance.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, without option of prior redemption and payment, and shall bear interest at the rates per annum as follows:

Stated Maturity	Principal	Annual Rate
<u>June 1</u>	<u>Amount</u>	<u>of Interest</u>
2022	\$3,590,000*	[]%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. The interest payable on each Note on any Interest Payment Date shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated

Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this **Article II**.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such

persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this

Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated April 20, 2021, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The sale of the Notes to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. No Redemption of Notes. The Notes shall not be subject to optional redemption and payment prior to their Stated Maturity.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2021-1.
- (b) Redemption Fund for Refunded Notes.
- (c) Debt Service Account for General Obligation Temporary Notes, Series 2021-1.
- (d) Costs of Issuance Account for General Obligation Temporary Notes, Series 2021-1.
- (e) Compliance Account.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

- (a) Excess proceeds, if any, received from the sale of the Notes shall be deposited in the Debt Service Account.
- (b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.
- (c) An amount necessary to refund the Refunded Notes shall be deposited in the Redemption Fund.
- (d) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the

governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; and (d) paying Costs of Issuance.

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Consulting Engineer that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be paid and transferred to the Refunded Notes Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Notes on the Refunded Notes Redemption Date. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Notes shall be transferred to the Debt Service Account.

Section 506. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent

shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Redemption Fund may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

Section 508. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 90 days after the issuance of the Notes, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Debt Service Account.

Section 509. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay the to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFESANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging

any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to **Article VII** hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution or ordinance of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) Extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution,

and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution or ordinance of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The transactions described in this Note Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on May 11, 2021.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on May 11, 2021, as the same appears of record in my office.

DATED: May 11, 2021.

Clerk

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EXHIBIT A
(FORM OF NOTES)

**REGISTERED
NUMBER _____**

**REGISTERED
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF CRAWFORD
CITY OF PITTSBURG
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2021-1**

Interest	Maturity	Dated	CUSIP:
Rate:	Date:	Date: May 27, 2021	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Pittsburg, in the County of Crawford, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on December 1 and June 1 of each year, commencing December 1, 2021 (the “Interest Payment Dates”), at maturity until the Principal Amount has been paid.

Method and Place of Payment. The principal of this Note shall be paid at maturity to the person in whose name this Note is registered at the maturity date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or

more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 2021-1,” aggregating the principal amount of \$3,590,000* (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123 and K.S.A. 12-685 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are **not** subject to redemption prior to maturity.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF PITTSBURG, KANSAS

(Facsimile Seal)

By: _____ (manual or facsimile)
Mayor

ATTEST:

By: _____ (manual or facsimile)
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

By: _____ (manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2021-1, of the City of Pittsburg, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas, as Note Registrar and Paying Agent

By: _____

Registration Number: 0221-019-052721-____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.

Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF CRAWFORD)

The undersigned, Clerk of the City of Pittsburg, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of May 27, 2021.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

LYNN W. ROGERS, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____
(facsimile)
Treasurer of the State of Kansas

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Quentin Holmes, Director of Community Development and Housing
CC: Tammy Nagel, City Clerk
Date: 5/10/21
Subject: Demolition and Removal of Dilapidated Structure at 525 S Broadway.

The City released an invitation for bid on 4/6/21 for the demolition and removal of a dilapidated structure located at 525 S. Broadway, Pittsburg, KS to include abandonment of utilities and removal of any trees, if any.

The lowest bid received was from Randy Vilela at \$14,710.00 with a 25 day completion timeline. The demolition will start after the City receives the results from the environmental assessment.

Action necessary will be approval or disapproval of awarding the demolition contract to Randy Vilela and, if approved, direct the Mayor to sign the contract on behalf of the City of Pittsburg.

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

Attachment: Bid Tabulation Sheet and Bid Demo Package.

Quentin Holmes
Director of Housing and Community Development
City of Pittsburg, Kansas
620-230-5550



City of Pittsburg, Kansas
RECAPITULATION OF BIDS
DEMOLITION AND REMOVAL OF DILAPIDATED STRUCTURE
LOCATED AT 525 SOUTH BROADWAY

Tuesday, April 20, 2021 – 2:00 p.m.

Name/Address of Bidder	TOTAL CONTRACT PRICE	#DAYS TO COMPLETE
AD Demolition & Recycling, LLC dba Dehn Demolition 4016 A S Lynn Ct. Dr. Independence, Missouri 64055	\$29,000.00	30
JRB Industries, Inc. P.O. Box 603 Parsons, Kansas 67357	\$45,000.00	30
Mid-America Sanitation, Inc. 1035 N. Highway 69 Frontenac, Kansas 66763	\$24,389.00	30
Randy Vilela 111 South Elm, P.O. Box 208 Pittsburg, Kansas 66762	\$14,710.00	25

 City of Pittsburg Forward Together.	PROCUREMENT AND CONTRACTS 201 West 4 th Street · Pittsburg KS 66762	(620) 231-4100 www.pittks.org
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INVITATION FOR BID (IFB)

Bid Posting Number:	2021-004
Date Released:	April 6, 2021
Closing Date:	Tuesday – April 20, 2021 @ 2:00 PM – C.S.T.
Bid Opening Location:	City Hall Upstairs Conference Room 201 West 4 th Street Pittsburg, Kansas 66762
Procurement Officer:	Jared Peterson
Telephone:	(620) 231-4100
FAX:	(620) 231-7327
E-Mail Address:	jared.peterson@pittks.org
Web Address:	http://www.pittks.org/city-government/bids-and-proposals
Contact Person: <i>(demolition questions)</i>	Dexter Neisler, Building Official, (620) 230-5517 dexter.neisler@pittks.org
Item:	Demolition and Removal of Dilapidated Structure Located at 525 South Broadway, Pittsburg, Kansas
Period of Contract:	30 Calendar Days from Notice of Award
Scope:	Demolition and removal of a dilapidated structure located at 525 South Broadway, Pittsburg, Kansas, to include abandonment of utilities and removal of any trees, if any. Award of this bid will be contingent upon approval by the Board of City Commissioners.

Bid Posting Number 2021-004 was recently posted to the Procurement and Contracts Internet website. The document can be downloaded by going to the following website:

<http://www.pittks.org/city-government/bids-and-proposals/>

It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda.

SECTION I CONDITIONS TO BIDDING

1. **Bid Posting Number:** The Bid Posting Number has been assigned to this IFB and MUST be shown on all correspondence or other documents associated with this IFB and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed to the procurement officer only.

Jared Peterson

Telephone: (620) 231-4100

Fax: (620) 231-7327

E-Mail Address: jared.peterson@pittks.org

City of Pittsburg, Kansas

Procurement and Contracts

201 West 4th Street

P.O. Box 688

Pittsburg, Kansas 66762

Failure to notify the Procurement Officer of any conflicts or ambiguities in this IFB may result in items being resolved in the best interest of the City. Any modification to this IFB shall be made in writing by addendum and posted on the City's website for vendors to download. Only written communications are binding.

2. **Cost of Preparing Bid Response:** The cost of developing and submitting the bid response is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the bid response, submitting the bid response, and other costs associated with this IFB. All responses will become the property of the City, and will be a matter of public record subsequent to signing of the contract or rejection of all bids.
3. **Submission of Bid Response:** Submission of the bid response will be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the bid response for all contingencies. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the City of Pittsburg.
4. **Evaluation of Bids:** Award shall be to the lowest responsible bidder taking into consideration conformity with the specifications, terms of delivery, weighted local preference policy and other conditions imposed by this IFB. Award will be by line item, group totals, or total lot, whichever is in the best interest of the City.
5. **Acceptance or Rejection:** The City reserves the right to accept or reject any or all bid responses or part of a bid response; to waive any informalities or technicalities; clarify any ambiguities in bid responses; modify any criteria in this IFB; and unless otherwise specified, to accept any item in a bid response.
6. **Contract:** The successful bidder will be required to enter into a written contract with the City.

7. **Contract Documents:** This IFB and any amendments and the bid response and any amendments of the successful bidder shall be incorporated into the written contract award which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

1. Written modifications to the executed contract;
 3. written contract signed by the parties;
 4. the IFB including any and all addenda; and
 5. contractor's written response submitted in response to the IFB as finalized.
8. **Contract Formation:** No contract shall be considered to have been entered into by the City until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.
9. **Open Records Act (K.S.A. 45-215 et seq.):** All bid responses become the property of the City. Kansas law requires all information contained in bid responses to become open for public review once a contract is signed or all bid responses are rejected.

If any part or all of the bid response is marked as being copyrighted, by submission of the bid response itself, the bidder provides the City full authority to provide copies of such material, either in paper format or electronically, to interested parties in order for the City to meet its obligations under the Kansas Open Records Act.

10. **Federal, State and Local Taxes Governmental Entity:** Unless otherwise specified, the bid response price shall include all applicable federal, state and local taxes. The successful bidder shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with the IFB. The City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's prices.
11. **Debarment of City Contractors:** Any contractor who defaults on delivery as defined in this IFB may, be barred (a) After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Director of Finance, after consultation with the contracting agency and the City Attorney, shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The Director, after consultation with the contracting agency and the attorney general, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment under subsection (b), in which case the suspension shall, at the request of the City Attorney, remain in effect until after the trial of the suspended person.
12. **Insurance:** The City shall not be required to purchase any insurance against loss or damage to any personal property nor shall the City establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

13. **Conflicting Provisions:** Any and all conditions, provisions, or terms in the Agreement which conflict with, or modify a condition, provision or term of the City of Pittsburgh's Bid Specifications or Bid Form shall be null and void and of no effect; it being the express intent of the parties that the conditions, provisions, and terms of said Bid Specifications and Bid Form take precedence over and control any conflicting language in the Agreement.
14. **Competition:** The purpose of this Solicitation is to seek competition. The vendor shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Finance reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Solicitation.

SECTION II BID INSTRUCTIONS

1. **Preparation of Bid Response:** Prices are to be entered in spaces provided herein. Computations and totals shall be indicated where required. The City has the right to rely on any price quotes provided by bidders. The vendor shall be responsible for any mathematical errors in pricing. The City reserves the right to reject bid responses which contain errors.

Bidders are instructed to prepare their Bid Response following the same sequence as the IFB.

2. **Submission of Bid Responses:** Vendor's bid response shall consist of:
 - One (1) copy of the Bid Signature document, including Signature of an authorized Bidder Representative.
 - One (1) copy of the bid form, including literature and other supporting documents.
 - One (1) copy of the Immigration Reform Control Act form found in this IFB document.
 - Bid Addendum's as issued.

Vendor's bid response, sealed securely in an envelope or other container, shall be received promptly at **2:00 p.m., local Central Standard Time, on April 20, 2021**, addressed as follows:

**City of Pittsburg, Kansas
Procurement and Contracts**

Proposal #2021-004 – Demolition and Removal of Dilapidated Structure Located at 525 South Broadway, Pittsburg, Kansas
Closing: April 20, 2021
201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762

The envelope shall be plainly marked, **“Demolition and Removal of 525 South Broadway”**.

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Faxed, e-mailed or telephoned responses are not acceptable.

Responses received prior to the closing date shall be kept secured and sealed until closing. The City shall not be responsible for the premature opening of a bid response or for the rejection of a bid response that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Bid Response will be retained unopened in the file and not receive consideration, or will be returned at bidder's expense.

3. **Signature of Responses:** Each bid response shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title.

4. **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this IFB. Failure to acknowledge receipt of any addenda may render the bid response to be non-responsive. Changes to this Solicitation and the resulting contract shall be issued only by Procurement and Contracts in writing.
5. **Withdrawal of Bid Responses:** A bid response may be withdrawn on written request from the vendor to the Procurement Officer at Procurement and Contracts prior to the Closing Time.
6. **Bid Disclosures:** Bid results will not be given to individuals over the phone. Results can be obtained by attending the public bid opening. If unable to attend the public bid opening, bid tabulations can be obtained by sending an e-mail to tabsheets@pittks.org or in writing to:

Pittsburg Procurement and Contracts
ATTN: Bid Results
201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762

Please reference the Bid Posting Number on the request. There is no charge for individual bid tabs.

Copies of individual bid responses may be obtained under the Kansas Open Records Act by calling (620) 231-4100 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the bid file. Upon receipt of the funds, the documents will be mailed. Information in bid files shall not be released until a contract has been executed or all bid responses have been rejected.

7. **Notice of Award:** An award is made on execution of the written contract by all parties. Only the City is authorized to issue news releases relating to this IFB, its evaluation, award and/or performance of the contract. Procurement and Contracts shall issue either a purchase order or a written contract or both to the successful bidder.

SECTION III TERMS OF CONTRACT

1. **Terms of Contract:** Work shall be completed within thirty (30) calendar days from the date of Notice to Proceed.
2. **Price Adjustments:** Not Applicable this Contract.
3. **Inspection:** The City reserves the right to reject, on arrival at destination, any items which do not conform with specifications of this IFB.
4. **Termination for Cause:** The Director of Finance may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
 - the Contractor fails to make delivery of goods or services as specified in this contract; or
 - the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Finance shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as City may authorize in writing), the Director of Finance shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

5. **Termination for Convenience:** The Director of Finance may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Finance shall determine that the termination is in the best interest of the City. In the event that the Director of Finance elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.
6. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Jared Peterson
City of Pittsburg, Kansas
Procurement and Contracts
201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762

or to any other persons or addresses as may be designated by notice from one party to the other.

7. **Rights and Remedies:** If this contract is terminated, the City, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the City in the manner and to the extent directed, any completed materials. The City shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro-rated for that portion of the contract period services were provided to and/or goods were accepted by City subject to any offset by City for actual damages including loss of federal matching funds.

The rights and remedies of the City provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

8. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.
9. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by City shall not constitute a waiver.
- 10 **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

11. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract may result in termination of this contract and/or damages.

12. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the City and who are providing services involving this contract or services similar in nature to the scope of this contract to the City. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any City employee who has participated in the making of this contract until at least two years after his/her termination of employment with the City.

13. **Confidentiality:** The Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by contractor. On the termination or expiration of this contract, contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by City, will destroy or render it unreadable.
14. **Reviews and Hearings:** The Contractor agrees to advise the Director of Finance of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the Director of Finance. The City has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.
15. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules or regulations may result in termination of this contract.
16. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
17. **Hold Harmless:** The Contractor shall indemnify the City against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The City shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to City property. The Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction or damage to City property.
18. **Care of City Property:** The Contractor shall be responsible for the proper care and custody of any City owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse City for such property's loss or damage caused by Contractor, normal wear and tear excepted.
19. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any City employee at any time.

20. **Retention of Records:** Unless the City specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be at no cost to the City.

Federal, State and Local Taxes Contractor: The City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

21. **Antitrust:** If the Contractor elects not to proceed with performance under any such contract with the City, the Contractor assigns to the City all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the City pursuant to this contract.

22. **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the Director of Finance. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

23. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the City.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the City.

24. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.

25. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

26. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

27. **Governing Law:** This contract shall be governed by the laws of the City and shall be deemed executed at Pittsburg, Crawford County, Kansas.

28. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the City, District Court of Crawford County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the City is a party.

29. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.
30. **Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
31. **Competition:** The purpose of this Solicitation is to seek competition. The vendor shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Finance reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Solicitation.
32. **Injunctions:** Should the City be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the City, vendor shall not be entitled to make or assert claim for damage by reason of said delay.
33. **Acceptance:** No contract provision or use of items by the City shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.
34. **Breach:** Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.
- If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.
35. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

36. **Payment Terms:** Unless specified otherwise, Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the vendor and the City. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

The statute further defines the date goods or services are received as the date such goods or services are completely delivered and finally accepted by the City. The date the payment is made by the City is defined as the date on which the warrant or check for such payment is dated, i.e. warrant issue date.

37. **Invoices:** Each purchase order must be individually invoiced. Invoices shall be forwarded to the using Department in duplicate and shall state the following:

1. date of invoice;
2. date of shipment (or completion of work);
3. purchase order number and contract number;
4. itemization of all applicable charges; and
5. net amount due.
6. retainage of 10% on construction based contracts shall be included

38. **Disclosure of Proposal Content:** The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued. The City reserves the right to destroy all proposals if the IFB is withdrawn, a Contract Award is withdrawn, or otherwise in the normal course of business.

Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal response package. Pricing information is normally not considered proprietary. The Vendor's entire proposal response package shall not be considered proprietary.

39. **Worker Misclassification:** The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

40. **Cash Basis Law:** The monthly installment payments to be paid by the Purchaser to the Contractor can only be made from funds budgeted and appropriated for that purpose during the Purchaser's current budget year or from funds made available from any lawfully operated revenue source. In the event sufficient funds are not available and Purchaser is in default, the Agreement shall be terminated with Purchaser having no further liability therein.

41. **Insurance:** The Contractor shall present an affidavit of Worker's Compensation, Public Liability and Property Damage Insurance to Procurement and Contracts.

42. **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.
43. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.
44. **Default of Delivery:** Any contractor who defaults on delivery as defined in this Contract may, be barred from bidding on any subsequent bid event for a period to be determined.
45. **~~Indefinite Quantity Contract:~~ *Not applicable for this contract.***
46. **References:** References will be provided "upon request" and shall have purchased similar items from the vendor in the last year. References shall show firm name, contact person, address, and phone number. Vendor employee and the buying agency shall not be shown as references.
47. **Certification of Specifications Compliance:** By submission of a response and the signature affixed thereto, the bidder certifies all products and services proposed in the IFB meet or exceed all requirements of this specification as set forth in the IFB.
48. **Certification of Materials Submitted:** The response to this IFB, together with the specifications set forth herein and all data submitted by the bidder to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful bidder and the City. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.
49. **State Tax:** The undersigned attests this Bidder is not in arrears in taxes due the State of Kansas.
50. **Performance Bond:** Not Required
51. **Statutory Bond:** Not Required
52. **Warranty:** Contractor shall hereby warrant that all labor and materials furnished and work performed in conjunction with the above referenced project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of year(s) from the Date of Substantial Completion. Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the defect, including adjacent work displaced, shall be made good by the undersigned at no expense to the Owner. The Owner will give Subcontractor written notice of defective work. Should Subcontractor fail to correct defective work within 60 days after receiving written notice, the Owner may, at his option, correct defects and charge Subcontractor costs for such correction. Subcontractor agrees to pay such charges upon demand.

SECTION IV TECHNICAL SPECIFICATIONS

Demolition and Removal of Dilapidated Structure Located at 525 South Broadway, Pittsburg, Kansas

1. Bids must be submitted on the duly executed copy of the CONTRACTOR BID PROPOSAL form enclosed.
2. Work shall be completed within thirty (30) calendar days from the date of Notice to Proceed. A twenty-five dollar (\$25.00) per day penalty will be assessed for each day beyond completion date. Request for additional time can ONLY be obtained by written approval from the City of Pittsburg.
3. Bidder must be licensed to do work in the City of Pittsburg. A building permit to demolish is required.
4. The Contractor will be required to carry insurance during the lifetime of his contract.
5. The City of Pittsburg must be named as additional insured on the policy and certificate. Minimum limits for Public Liability and Property Damage Insurance required are as follows:
 - A. Comm. General Liability Each Occurrence:

Damage to Rented Premises (ea. occ.):	\$1,000,000
Med. Exp.(any one person):	\$ 100,000
Pers. & Adv. Injury:	\$ 5,000
General Aggregate:	\$1,000,000
Products-COMP/OP AGG:	\$2,000,000
 - B. Automobile Liability

Combined Single Limit:	\$ 500,000
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 - C. Workers Comp. and Employers Liability

E.L. Each Accident:	\$1,000,000
E.L. Disease-each employee	\$1,000,000
E.L. Disease-policy limit	\$1,000,000

DEMOLITION SPECIFICATIONS

1. GENERAL

- A. Demolish building(s), utilities and other structures.
 - 1. Any charges to abandon utilities shall be included in the bid.
 - 2. All trees scheduled for removal shall be marked.
- B. After date of notice to proceed with work assume responsibility for structures and items to be demolished and removed until such work is completed to satisfaction of the City of Pittsburgh. After work is started on any building or structure, work shall continue without interruption until completed.
- C. The Contractor shall obtain evidence in writing prior to any work commencing that no asbestos-containing material exists in the area(s) where demolition is to be performed. A copy of the asbestos survey must be available on site during any renovation or demolition activity.

2. PROTECTION

- A. Perform demolition in such a manner as to eliminate hazards to persons and property; and to minimize interference with use of adjacent areas or structures. Contractor shall be responsible for implementation and compliance of local, state, and national safety requirements.
 - 1. Provide safeguards, including warning signs, barricades, temporary fences, warning lights, etc., that are required for protection of all personnel during demolition and removal operations.
 - 2. Fences, barricades, lights, etc., around exposed excavations shall be maintained until such excavations have been completely filled.
 - 3. Provide enclosed dust chutes with control gates from each floor to carry debris to level of truck beds and govern flow of material into truck.
- B. Care shall be taken to prevent spread of flying particles and dust. Sprinkle rubbish and debris with water to keep dust down to a minimum.
- C. In addition to previously listed fire and safety rules to be observed in performance of work, include following:
 - 1. Wherever a cutting torch or other equipment that might cause a fire is used, provide and maintain fire extinguisher nearby ready for immediate use. All possible users shall be instructed in use of a fire extinguisher.
 - 2. Fire hydrants shall be accessible at all times. No debris shall be permitted to accumulate within a radius of 15 feet of fire hydrants.
- D. Completely demolish and remove portions of buildings and structures, including all appurtenances related or connected thereto; i.e. footings, foundations, concrete slabs and stem walls.

3. LIABILITY INSURANCE:

A. Work shall not commence under this contract until the insurance required is obtained, approved and filed with the City; nor shall the CONTRACTOR allow any subcontractor to commence work until the insurance required of the subcontractor has been obtained, approved and filed with the City. The certified Insurance Policy to be filed by the CONTRACTOR shall provide the following coverage:

1. Comprehensive General Liability covering the premises—operations, Explosion, Collapse and Underground Damage (XCU) hazards when applicable, Products/Completed operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 Each Occurrence \$1,000,000 Each Aggregate
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Property Damage Liability	\$1,000,000 Each Occurrence \$1,000,000 Each Aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 Each Occurrence \$1,000,000 Each Aggregate
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2. Automobile Liability-Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$1,000,000 Each Accident
Property Damage Liability	\$1,000,000 Each Accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 Each Accident
---	---------------------------

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability:	Statutory
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4. EXECUTION

4.1 PREPARATION

- A. Obtain demolition permit from the Public Works Department BUILDING SERVICES DIVISION, City Hall, 201 West 4th Street, Pittsburg, KS 66762.
- B. Notify affected utility companies before starting work and comply with their requirements.

- C. Mark location and termination of utilities.
- D. Provide, erect, and maintain temporary barriers and partitions at locations as required and indicated.
- E. Erect and maintain weatherproof closures for exterior openings.
- F. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued owner occupancy.
- G. Protect existing materials and items that are not to be demolished.
- H. Prevent movement of structure; provide bracing and shoring.
- I. Notify affected utility companies before starting work and comply with their requirements.
- J. Mark location and termination of utilities.
- K. Provide appropriate temporary signage including signage for exit or building egress. Do not close or obstruct existing building fire exits.

4.2 DEMOLITION

- A. Disconnect remove and / or cap designated utilities within demolition areas. Sewers shall be capped with an approved stopper within five (5) feet of the property line where main is located prior to commencing with the demolition. NOTE: Where the sewer is not accessible without demolition of the structure, contractor must obtain special instructions on the capping of the sewer. NOTE: Where the existence of more than one structure with different addresses are connected to one sewer tap, the contractor will make arrangements with the City prior to demolition for information regarding the specific needs for this address.
- B. Demolish in an orderly and careful manner. Protect existing supporting structural members.
- C. Remove demolished materials from site to include trash, trees, weeds, and brush. Do not burn or bury materials on site.
- D. Remove materials as work progresses. Upon completion of work, leave areas in a clean condition and cover entire lot with compacted AB-3 aggregate.
- E. Remove temporary work.
- F. Contractor shall provide backfills soils of a combination of clays, silts or sand material. Material shall be rolled into place in lifts no greater than 8". Material shall not contain any aggregate, block, brick, limb, root, etc. of size greater than 1.5". Contractor shall slope final lift to provide positive drainage to the site. Contractor shall be responsible for backfilling any depressions or settlement that may occur within 120 calendar days of final completion. Settlements criteria is anything greater than 10' x 10' area with settlement exceeding 3" to surrounding grade, not allowing for positive drainage.
- G. Contractor will notify the City's Stormwater Division upon project execution to coordinate necessary erosion controls that may be necessary. Contractor will further notify the City's Stormwater Division for final stabilization site activities after completion.

4.3 CLEAN UP

- A. On completion of work of this section and after removal of all debris, site shall be left in clean condition satisfactory to the Building Inspector. Clean-up shall include disposal of all items and materials not required to be salvaged as well as all debris and rubbish resulting from demolition operations.
- B. The Contractor shall dispose of all demolished material in a landfill approved by the Kansas Department of Health and Environment. After demolition completion, the Contractor shall show written proof of proper disposal by providing this office with a receipt from said approved landfill, before payment of services is rendered.

5. PAYMENT

- A. Payment will be made in a lump sum payment based upon receipt of a written request from the contractor acknowledging completion of the demolition.
- B. Payment will be made to the contractor only after City provides a written notice of completion based upon inspection of the property.

**THE FOLLOWING DOCUMENTS
TO BE SUBMITTED FOR BIDDING PURPOSES:**

BID FORM

SIGNATURE SHEET

CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL

CONTRACTOR BID PROPOSAL

FIRM NAME: _____
ADDRESS: _____
CITY, ST., ZIP: _____
PHONE #: _____

PROJECT ADDRESS: 525 South Broadway (Structure)

All work to be completed in a workmanlike manner according to standard acceptable practices and be in accordance with the attached demolition specifications. This bid shall remain in effect for a period of sixty (60) days from and after date of this proposal, shown above, and may be withdrawn if not accepted by said date. If selected as successful bidder, work will not begin prior to receipt of written NOTICE TO PROCEED from the Owner and/or the City.

All contractors/subcontractors being used are fully covered by Workmen's Compensation and Liability Insurance in accordance with the demolition specification. All subcontractors being used are listed below for the approval by the City of Pittsburgh. If, at any time, a change in subcontractors occurs the City of Pittsburgh will be notified.

The price or prices hereafter quoted in this bid are fair and proper and are not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including the person whose signature appears below.

We, _____, hereby propose to furnish labor, materials, and building permits completely in accordance with the attached work list, sketches, drawings, plans and specifications and/or other appurtenant data supplied for the total sum of:

TOTAL CONTRACT PRICE \$ _____

DAYS TO COMPLETE _____ (AFTER NOTICE TO PROCEED IS ISSUED)
Note: Notice to proceed will not be issued until all utilities are abandoned. City will be responsible for all utility abandonment.

DATE _____ Authorized Signature: _____

The City of Pittsburg reserves the right to accept the best bid, reject any and/or all bids and the right to waive any irregularity in any bid.

SIGNATURE SHEET

Item: Demolition and Removal of Dilapidated Structure Located at 525 South Broadway

Closing Date: April 20, 2021

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation _____

Mailing Address _____ City, State & Zip Code _____

Telephone:(____)_____ Cell:(____)_____ Fax:(____)_____

Tax Number _____

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Division of Purchases at a later date.

E-Mail _____

Signature _____ Date _____

Typed Name _____ Title _____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name _____

Mailing Address _____ City, State & Zip Code _____

Telephone:(____)_____ Cell:(____)_____ Fax:(____)_____

E-Mail _____

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name _____

Mailing Address _____ City, State & Zip Code _____

Telephone:(____)_____ Cell:(____)_____ Fax:(____)_____

E-Mail _____

CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the City, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the City's request, Contractor is expected to produce to the City any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Contractor

Date

**THE FOLLOWING DOCUMENTS
TO BE SUBMITTED IF AWARDED CONTRACT:**

CONTRACT AGREEMENT

CERTIFICATE OF INSURANCE

(see insurance requirements in technical specifications)

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Pittsburg, Kansas, as party of the first part, and hereinafter termed the "OWNER", and party of the second part, hereinafter termed in this Agreement, the "CONTRACTOR".

WITNESSETH:

WHEREAS, the Owner has caused to be prepared, in accordance with law, Specifications, Plans, Terms of Contract, and other Contract Documents for the work herein described, and has approved and adopted these Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed proposals for furnish materials, labor and equipment for the **Demolition and Removal of Dilapidated Structure Located at 525 South Broadway**, Pittsburg, Kansas, and all appurtenances thereto in accordance with the terms of this Contract; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted and, as a result of such canvass, has determined and declared the Contractor to be the lowest and best bidder for above described work, and has duly awarded to the said Contractor a Contract for the sum or sums named in the proposal attached to and made part of this Contract.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, its, his, or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor will furnish at his own cost and expense, all labor, equipment and materials required, and construct and complete in good first class, and workmanlike manner, the work as designated, described and required by the plans, specifications and covered by all items of the Contractor's proposal included in these Contract Documents, all in accordance with plans, specifications, general conditions, special conditions, advertisement, instruction to bidders, proposal, terms of contract, and other specified Contract Documents on file with the City Clerk of the City of Pittsburg, Crawford County, Kansas, all of which Contract Documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be done under the direct supervision, and to the entire satisfaction of the Owner, and in accordance with the laws of the State of Kansas.

**CONTRACT AGREEMENT
PAGE TWO**

ARTICLE II. That the Contractor expressly agrees and covenants that it will hold and save harmless and indemnify the Owner and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Contract by the Contractor, its employees or subcontractors.

ARTICLE III. That the Contractor shall insert in its contracts with each subcontractor a clause that requires the subcontractor to also indemnify and hold harmless the Owner and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of the subcontract by the subcontractor or its employees.

ARTICLE IV. That the Owner shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum of _____

(\$_____) Dollars for all work covered by and included in the Contract award and designated in the foregoing Article I; payment therefore to be made in cash or its equivalent, in the manner provided in the General Conditions.

ARTICLE V. That the Contractor will commence work on a date to be specified in a written order form from the Owner, and will complete all work by this Contract within Ninety (90) Calendar Days from date of award.

IN WITNESS WHEREOF, the City of Pittsburg, Kansas, Owner, has caused this Contract to be executed, and the said Contractor has executed three (3) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

THE CITY OF PITTSBURG, KANSAS
Party of the First Part, OWNER

By _____
Mayor –

ATTEST: (SEAL)

City Clerk –

**CONTRACT AGREEMENT
PAGE THREE**

Party of the Second Part (Contractor)

(SEAL)

By _____
Title

Secretary sign if corporation



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: May 10, 2021

SUBJECT: Agenda Item – May 11, 2021
Purchase of Case 590 Super N Backhoe

Staff is requesting Governing Body approval to waive the City bid policy to purchase a Case 590 Super N Backhoe through the National Lease Purchasing Contract with Sourcewell to replace an existing backhoe. The equipment will be utilized by Water Distribution and will be purchased with funds in the Water Distribution Operating Budget. Staff will provide a verbal report on the negotiated pricing for the equipment. The existing backhoe will be passed down to the Street Division.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 11, 2021. Action necessary will be approval or disapproval of staff's request and, if approved, authorize the issuance of the necessary purchase requisition.

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

City of Pittsburg, Kansas
2021 Budget Recap
As of April 30, 2021
33% of Fiscal Year has passed

Budgeted Funds	Un-Encumbered Cash Balance 1/1/2021	Revenues			Expenditures			Y-T-D Net	Un-Encumbered Cash Balance 4/30/2021
		Adopted Budget 2021	Y-T-D Revenues 4/30/2021	Percent Received	Adopted Budget 2021	Y-T-D Expenses 4/30/2021	Percent Used		
General Fund	\$ 7,670,007	\$ 23,766,809	\$ 9,469,593	39.84%	\$ 23,461,815	\$ 8,168,367	34.82%	\$ 1,301,227	\$ 8,971,234
Public Library	387,722	928,828	519,743	55.96%	937,136	298,967	31.90%	220,776	608,498
Public Library Annuity	127,370	100	-	0.00%	10,000	-	0.00%	-	127,370
Special Alcohol & Drug	38,990	110,000	21,605	19.64%	100,350	44,296	44.14%	(22,692)	16,298
Special Parks & Recreation	-	110,000	21,605	19.64%	110,000	21,605	19.64%	-	-
Street & Highway	161,292	1,023,250	429,818	42.01%	1,044,749	422,977	40.49%	6,841	168,133
Street & Highway Sales Tax	1,430,957	2,052,955	777,650	37.88%	2,210,000	118,176	5.35%	659,473	2,090,430
Section 8 Housing	50,807	1,523,600	596,078	39.12%	1,526,355	594,188	38.93%	1,890	52,697
Revolving Loan Fund	2,638,617	1,093,627	561,997	51.39%	580,188	407,188	70.18%	154,809	2,793,426
Debt Service	1,087,511	3,545,052	1,182,829	33.37%	3,582,320	578,420	16.15%	604,409	1,691,920
Public Utilities	4,152,614	8,420,770	2,826,171	33.56%	8,194,202	2,785,756	34.00%	40,415	4,193,029
Stormwater	718,343	855,406	286,483	33.49%	1,248,344	263,683	21.12%	22,800	741,143
Totals	\$ 18,464,230	\$ 43,430,397	\$ 16,693,572	38.44%	\$ 43,005,459	\$ 13,703,624	31.86%	\$ 2,989,947	\$ 21,454,177

*Sales Tax collections are up 9.52%
compared to same period in 2020