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CITY OF PITTSBURG, KANSAS COMMISSION AGENDA Tuesday, July 13, 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 June 22, 2021, City Commission Meeting minutes.
- b. Approval of the application submitted by Leroy Smith for a Cereal Malt Beverage License for the annual celebration to honor the life of Brandon Smith to be held at the Frisco Event Center (210 East 4th Street) from 4:00 p.m. until 11:00 p.m. on Saturday, July 31st, 2021, and authorize the City Clerk to issue the license.
- c. Approval of the application submitted by Muhamad Noor Sani for a 2021 Cereal Malt Beverage License for Sakera, located at 1618 South Broadway, and authorize the City Clerk to issue the license pending a satisfactory City inspection.
- d. Approval of Agreement No. 63-21 between the Secretary of Transportation, Kansas Department of Transportation (KDOT), and the City of Pittsburg, Kansas, to participate in funding of a resurfacing (mill and overlay) project on Broadway Street (US-69B)(2nd Street to 5th Street) and W. 4th Street (K-126)(Pine to Broadway) as part of KDOT's State Fiscal Year 2022 City Connecting Link Improvement Program (CCLIP), based on a 90% State/10% Local funding split with the State's share not to exceed \$300,000.00 and, if approved, authorize the Mayor and City Clerk to execute the agreement on behalf of the City.
- e. Approval of application submitted by John and Terri Drenick for sewer service outside the corporate City limits to property located at 3505 South Rouse.
- f. Approval of the Appropriation Ordinance for the period ending July 13, 2021, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

CITY OF PITTSBURG, KANSAS COMMISSION AGENDA Tuesday, July 13, 2021 5:30 PM

SPECIAL PRESENTATION:

a. PRESENTATION OF THE CITY MANAGERS SUBMITTED 2022 BUDGET - City Manager Daron Hall and Director of Finance Larissa Bowman will present the City Manager's Submitted Budget for 2022. **Take that action deemed appropriate.**

CONSIDER THE FOLLOWING:

- a. REQUEST TO CHANGE ZONING Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve the request submitted by the Community Health Center of Southeast Kansas (CHCSEK), to change the zoning of the two vacant parcels located directly west of 605 East 29th Street from R-1C, Single Family Residential District and RP-3 Planned Medium Density District, to CP-0, Planned Commercial Office District, to allow for the extension of the medical education facility property. Approve or disapprove recommendation and, if approved, direct staff to prepare the appropriate Ordinance.
- b. VACATION REQUEST Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve the request submitted by Countryside Self Storage, LLC, to vacate the east portion of the alley located between the 200 Blocks of East Rose and East 1st Street. Approve or disapprove the recommendation of the Planning Commission/Board of Zoning Appeals and, if approved, authorize staff to prepare the necessary Order.
- c. SUGAR CREEK PACKING CO. FIRST AMENDMENT TO OPTION AGREEMENT FOR THE PURCHASE OF REAL ESTATE Consider staff recommendation to enter into a First Amendment to Option Agreement for the Purchase of Real Estate with Sugar Creek Packing Co., in which Sugar Creek Packing Co. will purchase a tract of land, located in the 500 Block of South 210th Street, containing 35.010 acres, in the total purchase amount of \$177,375.00. Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the First Amendment to Option Agreement for the Purchase of Real Estate on behalf of the City.

CITY OF PITTSBURG, KANSAS COMMISSION AGENDA Tuesday, July 13, 2021 5:30 PM

- d. COLBY 2021, LLC REAL ESTATE CONTRACT Consider staff recommendation to enter into a Real Estate Contract with Colby 2021, LLC, in which Colby 2021, LLC, will purchase the five vacant tracts of land that cover 1.76 acres at the southwest corner of 4th and Rouse, in the total purchase amount of \$300,000. Approve or disapprove recommendation and, if approved, authorize the Mayor to sign the Real Estate Contract on behalf of the City.
- e. SCANNELL PROPERTIES, LLC PURCHASE AGREEMENT Consider the recommendation of the Economic Development Advisory Committee (EDAC) to enter into a Real Estate Purchase Agreement with Scannell Properties, LLC, in which Scannell Properties, LLC, will purchase a 40-acre parcel in the City's Airport Industrial Park, as part of an evolving economic development project, at the price of \$5,000 per acre, with Scannell Properties, LLC, providing \$35,000 in earnest money and allowed 120 days to exercise the right to purchase the property, with two 60-day extensions available. Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the Real Estate Purchase Agreement on behalf of the City.
- f. PITTSBURG AREA CHAMBER OF COMMERCE WELCOME/BUSINESS CENTER PROJECT Consider the recommendation of the Economic Development Advisory Committee (EDAC) to participate in the Pittsburg Area Chamber of Commerce Welcome/Business Center Project, to be located at 117 West 4th Street, with an injection of 10% of the total project value, with the City's portion not to exceed \$25,000. Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.

NON-AGENDA REPORTS & REQUESTS:

a. BI-MONTHLY BUDGET REVIEW - Director of Finance Larissa Bowman will provide the June 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
June 22, 2021

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, June 22nd, 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 -

INVOCATION – Mark Chambers, on behalf of the First United Methodist Church, provided an invocation. City Manager Daron Hall congratulated Rev. Chambers on his upcoming retirement.

APPROVAL OF MINUTES – On motion of O'Bryan, seconded by Fields, the Governing Body approved the June 8th, 2021, City Commission Meeting minutes as presented. Motion carried.

REAPPOINTMENT TO RESTORATIVE JUSTICE AUTHORITY – PENCE – On motion of O'Bryan, seconded by Fields, the Governing Body approved the request submitted by Angie Hadley, Program Coordinator for the Restorative Justice Authority, to reappoint Pat Pence to an additional three-year term as a member of the Juvenile Corrections Advisory Board (JCAB). Motion carried.

GRANT APPLICATION – KANSAS HOUSING RESOURCES CORPORATION – On motion of O'Bryan, seconded by Fields, the Governing Body approved staff request to submit an application to the Kansas Housing Resources Corporation's (KHRC) Tenant Based Rental Assistance (TBRA) program for a grant in the amount of \$100,000 to be used to provide security deposit assistance to income eligible households and authorized for the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by Fields, the Governing Body approved the Appropriation Ordinance for the period ending June 22nd, 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.

ORDINANCE NO. S-1080 – On motion of Munsell, seconded by Fields, the Governing Body adopted Ordinance No. S-1080 levying a special assessment against lots or parcels of land on which a public nuisance was located to pay the cost of abating the nuisance, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. S-1081 — On motion of Munsell, seconded by Fields, the Governing Body adopted Ordinance No. S-1081 levying a special assessment against lots or parcels of land on which refuse matter was located to pay the cost of making the premises safe and hygienic, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
June 22, 2021

ORDINANCE NO. S-1082 – On motion of Munsell, seconded by Fields, the Governing Body adopted Ordinance No. S-1082 levying a special assessment against lots or parcels of land on which existed weeds or obnoxious vegetable growth to pay the cost of cutting or removing said growth, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

620 DAY – Commissioner Fields recognized the Downtown Advisory Board members for their efforts coordinating the 620 Day celebration in Pittsburg.

DELINQUENT PROPERTY TAXES — Commissioner Brooks inquired if an auction had been scheduled by Crawford County regarding the 2011 and 2012 delinquent property taxes. Director of Community Development and Housing Quentin Holmes stated that a sale will be held in August to satisfy the 2011 and 2012 delinquent property taxes. Mr. Holmes indicated that an additional sale may be conducted by Crawford County prior to the end of this year to resolve delinquent property taxes for 2013 and possibly 2014.

PITTSBURG COMMUNITY THEATER PRODUCTION – Commissioner Brooks recognized the Pittsburg Community Theater for their recent Jr. Starz production of "Bots!".

ADJOURNMENT: On motion of O'Bryan, seconded by Brooks, the Governing Body adjourned the meeting at 5:46 p.m. Motion carried.

	Chuck Munsell, Mayor	
ATTEST:		
Tammy Nagel, City Clerk		



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: June 28, 2021

SUBJECT: Agenda Item – July 13, 2021

KDOT Project No. 69B-19 U-2388-01; CCLIP (SP) Resurfacing Project

Broadway Street (US-69B) and W. 4th Street (K-126)

KDOT has prepared and submitted to the City for approval Agreement No. 63-21 between the KDOT Secretary of Transportation and the City of Pittsburg to participate in funding of a resurfacing (mill and overlay) project on Broadway Street (US-69B)(2nd Street to 5th Street) and W. 4th Street (K-126)(Pine to Broadway) as part of KDOT's State Fiscal Year 2022 City Connecting Link Improvement Program (CCLIP). By entering into this agreement, KDOT will commit funds to this project.

This funding is based on a 90% State/10% Local split. KDOT has allocated a maximum match of \$300,000.00 for the construction and construction engineering for the project. The City will be responsible for 10% of the construction and construction engineering for the project plus anything over KDOT's matching amount of \$300,000.00. The City will be responsible for preliminary engineering, right-of-way and utility adjustments. The total estimated project cost is \$1,327,405.00. The City's cost will come from the Street Sales Tax Fund.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 13, 2021. Action necessary will be approval or disapproval of the agreement and, if approved, authorize the Mayor and City Clerk to execute the agreement on behalf of the City of Pittsburg.

Attachment: KDOT Agreement

PROJECT NO. 69B-19 U-2388-01 CCLIP (SP) RESURFACING PROJECT CMS CONTRACT NO. ______ CITY OF PITTSBURG, KANSAS

AGREEMENT

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

RECITALS:

- A. The City has applied for and the Secretary has approved a CCLIP (SP) Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on Broadway Street (US-69B) and W. 4th Street (K-126), city connecting links for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

- 1. "Agreement" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. "CCLIP (SP) Resurfacing Program" means a City Connecting Link Improvement Program (CCLIP (SP)) that is a part of the KDOT Local Partnership Program with cities and counties. The state's participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$300,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.
- 3. "City" means the City of Pittsburg, Kansas, with its place of business at 201 W. 4th St., Pittsburg, KS 66762.
- 4. **"City Connecting Link"** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; CCLIP (SP) Master City Let (Rev. 01.21.2021)

- (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.
- 5. "Construction" means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 6. **"Design Plans"** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
- 7. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.
- 8. "Eligible / Participating Bid Items" means all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for CCLIP (SP) funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require preapproval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.
- 9. **"Fiscal Year (FY)"** means the state's fiscal year which begins July 1 and ends on June 30 of the following calendar year.
- 10. **"KDOT"** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
- 11. "Letting" or "Let" means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
- 12. "Non-Eligible/Non-Participating Bid Items" means items typically non-eligible for CCLIP (SP) funding including but not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.
- 13. **"Project"** means mill and overlay and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program for Broadway Street (US-69B) from 2nd Street to 11th Street and 4th Street (K-126) from Pine Street to Broadway Street in Ottawa, Kansas, and is the subject of this Agreement.

- 14. "Secretary" means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
- 15. "Surface Preservation" or "SP" means a fund category, previously known as KLINK, intended to address deficiencies in or extend the life of the driving surface.
- 16. "Utilities" or "Utility" means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. <u>Funding</u>. The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Funding	Responsibility	Total Projected
	Source		Contribution (\$)
Secretary	CCLIP-	90% of Total Actual Costs of Construction and	300,000.00
	SP Fund	Construction Engineering (CE) not to exceed	
		\$300,000.00.	
City		10% of Total Actual Costs of Construction and CE	
		until Secretary's funding limit is reached.	
		100% of Total Actual Costs of Construction and CE	
		Costs after Secretary's funding limit is reached.	
		100% of Cost of Preliminary Engineering, Right of Way, and Utility Adjustments.	
		100% Non-Participating Construction Costs and Non- Participating CE Costs	
Total Estim	ated Project C		1,327,405.00

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

ARTICLE IV

CITY RESPONSIBILITIES:

- 1. <u>Limited Scope.</u> The Project is limited to roadway resurfacing along the Project location. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.
- 2. <u>Secretary Authorization</u>. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current CCLIP (SP) Resurfacing Program for this Project.
- 3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*), the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.
- 4. <u>Indemnification by Contractors</u>. The City will require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the contractor, the contractor's agent, contractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.
- 5. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.
- 6. <u>Letting and Administration by City.</u> The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the City's currently approved procedures, if applicable, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the current version of Section 13.0 CCLIP of the LPA Project Development Manual.
- 7. Responsibility for Adequacy of Design. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews

are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

- 8. <u>Design Schedule and Submission to Secretary</u>. The City will follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year; otherwise, the City agrees the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PPS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.
- 9. <u>Movement of Utilities.</u> The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.
- 10. **Future Encroachments.** The City will prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed a distance from the right of way line no less than the distance permitted by the National Fire Code.
- 11. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
- 12. <u>Temporary Traffic Control</u>. The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the <u>Manual on Uniform Traffic Control Devices</u> (MUTCD), as adopted by the Secretary, and be in compliance with PROWAG, and FHWA rules, regulations, and guidance pertaining to the same.
- 13. **Permanent Traffic Control.** The City must ensure the location, form, and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the <u>MUTCD</u> as adopted by the Secretary.
- 14. <u>Access Control</u>. The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.
- 15. **Final Design Plans.** The final design plans will depict the entire Project location. The eligible/participating bid items must be shown separated and listed apart from the non-eligible/non-

participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, et seq.

- 16. **Program Administration.** In addition to complying with all requirements contained in Section 13.0 CCLIP of the LPA Project Development Manual:
 - (a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).
 - (b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.
 - (c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.
 - (d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.
 - (e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.
- 17. **Discrimination Laws.** The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. § 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. § 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. § 44-1031 and K.S.A. § 44-1116; and (d) include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated or suspended in whole or in part.
- 18. <u>Inspections</u>. The City will provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City CCLIP (SP) Master City Let (Rev. 01.21.2021)

will require at a minimum all personnel, whether City or consultant to comply with the high visibility requirements of the <u>MUTCD</u>, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

- 19. <u>Corrective Work.</u> Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the CCLIP (SP) Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final design plans and specifications.
- 20. <u>Attestation</u>. Upon completion of the Project the City shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final design plans and specifications.
- 21. **Final Acceptance.** Prior to issuing final payment to the contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.
- 22. Accounting. Upon request by the Secretary, the City will provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.
- 23. **Reimbursement Request.** The City will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.
- 24. Audit. The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

1. <u>City Connecting Link Maintenance Agreement</u>. The Parties executed a City Connecting Link Maintenance Agreement dated December 29, 1986 regarding portions of Broadway Street (US-69B) and W. 4th Street (K-126) existing within the Pittsburg city limits which is still valid and in effect as of the date of this Agreement. Nothing in this Agreement modifies or invalidates the terms of the City Connecting Link Maintenance Agreement.

- 2. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.
- 3. <u>Incorporation of Final Plans</u>. The final design plans and specifications are by this reference made a part of this Agreement.
- 4. <u>Compliance with Federal and State Laws</u>. The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.
- 5. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:
 - a. Fiscal year the Project is to be let
 - b. Project length
 - c. Project location
 - d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during construction, the City shall notify the Secretary of any changes in the plans and specifications.

- 6. <u>Civil Rights Act.</u> The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
- 7. <u>Contractual Provisions</u>. The provisions found in the most current version of the "Contractual Provisions Attachment (Form DA-146a)," which is attached hereto, are hereby incorporated into this Agreement and made a part thereof.
- 8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.
- 9. <u>Binding Agreement</u>. This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.
- 10. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- 11. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.
- 12. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or designee.

Agreement No. 63-21 Project No. 69B-19 U-2388-01 Bureau of Local Projects

13. <u>Counterparts.</u> This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:		THE CITY OF PITTSBURG, KANSAS
CITY CLERK	(Date)	MAYOR
(SEAL)		

Agreement No. 63-21 Project No. 69B-19 U-2388-01 Bureau of Local Projects

By:	
Burt Morey, P.E.	(Date)
Deputy Secretary and	
State Transportation Engineer	

Kansas Department of Transportation

Secretary of Transportation

State of Kansas Department of Administration DA-146a (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties	agree t	hat the	following	provis	ions ar	e hereby	/ incorp	orated	into	the
contract to v	which it	is attac	hed and	made a	a part	thereof,	said co	ntract b	eing	the
day o	f		, 2	20						

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

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

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

KANSAS DEPARTMENT OF TRANSPORTATION

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

PREAMBLE

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

CLARIFICATION

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

ASSURANCE APPENDIX A

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

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

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

ASSURANCE APPENDIX E

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

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



DEPARTMENT OF PUBLIC UTILITIES

1506 N. 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: July 2, 2021

SUBJECT: Agenda Item – July13, 2021

Application for Outside Sewer Service

The City of Pittsburg has received an application for sewer service outside the corporate City limits. John and Terri Drenick are requesting connection to the City's wastewater collections system as their septic system is failing. The request is for 3505 South Rouse. Currently, the City's wastewater collections system is available on the south side of Deer Creek Lane, which runs along the north/east sides of the subject property. Attached is a map showing the location of the subject property.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 13, 2021. Action necessary will be approval or disapproval of the application for sewer service.

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

Attachments: Application for Sewer Service Outside the City Corporate Limits

Site Map

APPLICATION FOR SEWER SERVICE OUTSIDE THE CITY OF PITTSBURG, KS CORPORATE LIMITS CURRENT ADDRESS 350 The undersigned owners hereby request sewer service to the following real estate: Physical address: Legal description of property: SO4, T31, R25, Acres 2.8, Beg SW COR N/2 SW/4 SW/4, THN 275, E 475.2, S275, W475 As a prerequisite to the right to receive and to continue to receive sewer service from the Pittsburg sewer system, the undersigned owners agree to the following: To abide by and be subject to all ordinances, rules, and regulations pertaining to the delivery and use of sewer 1. supplied by the City of Pittsburg. To plat the above described real estate, or if in the opinion of the Governing Body said real estate cannot be 2. properly platted until other adjacent areas are also platted, to execute an "Agreement to Plat", and to plat the above described real estate upon the written request of the Governing Body. I hereby give consent to annexation of the above described real estate to the City of Pittsburg at the 3. convenience of the Governing Body of the City of Pittsburg. This consent shall be binding upon the executors, administrators, grantees, heirs, trustees, successors, receivers, and assigns of the parties. The agreements herein shall be deemed covenants running with the land and will be filed on record with the 4. office of Register of Deeds, Crawford County, Kansas. STATE OF KANSAS) SS CRAWFORD COUNTY) before me, the undersigned, a Notary BE IT REMEMBERED, that on this k and Terri Drenickho Public, in and for the County and State afore-said, came are personally known to me to be the same persons who executed the foregoing instrument and duly acknowledge the execution of the same.

(Amount)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal on the day and year last above

Tamara Nagel Notary Public State of Kansas

(Date paid)

My Appt. Exp.

written.

(Seal)

My commission expires:

Recording fee paid and County zoning permit received



7/06/2021 3:36 PM A/P HISTORY CHECK REPORT PAGE:

VENDOR SET: 99 City of Pittsburg, KS BANK: * ALL BANKS

BANK: *

TOTALS:

DATE RANGE: 6/16/2021 THRU 7/06/2021

INVOICE
AMOUNT DISCOUNT CHECK CHECK CHECK NO STATUS AMOUNT CHECK VENDOR I.D. NAME STATUS DATE 7995 HERITAGE TRACTOR INC 7995 HERITAGE TRACTOR INC HERITAGE TRACTOR INC 6/25/2021 C-CHECK UNPOST V 189253 189310 C-CHECK VOID CHECK V 7/02/2021 C-CHECK VOID CHECK 7/02/2021 189311 * * T O T A L S * * INVOICE AMOUNT DISCOUNTS CHECK AMOUNT NO 0.00 REGULAR CHECKS: 0.00 0.00 0 HAND CHECKS: 0 0.00 0.00 0.00 DRAFTS: 0 0.00 0.00 0.00 0 0.00 0.00 0.00 EFT: NON CHECKS: 0 0.00 0.00 0.00 VOID CHECKS: 3 VOID DEBITS 0.00 VOID CREDITS 0.00 0.00 0.00 TOTAL ERRORS: 0 INVOICE AMOUNT DISCOUNTS CHECK AMOUNT NO VENDOR SET: 99 BANK: * TOTALS: 3 0.00 0.00 0.00

0.00

0.00

0.00

3

21 3:36 PM A/P HISTORY CHECK REPORT PAGE: 2

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	7/02/2021			000000	:	1,412.46
0321	KP&F	D	6/25/2021			000000	4.	5,259.70
0728	ICMA	D	6/25/2021			000000		772.50
1050	KPERS	D	6/25/2021			000000	4.3	1,248.75
3079	COMMERCE BANK	D	6/25/2021			000000	52	2,595.91
4520	ETS CORPORATION	D	7/02/2021			000000	10	0,912.75
6415	GREAT WEST TANDEM KPERS 457	D	6/25/2021			000000		4,259.00
6952	ADP INC	D	6/18/2021			000000	8	8,177.32
7290	DELTA DENTAL OF KANSAS INC	D	6/18/2021			000000	2	2,363.40
7290	DELTA DENTAL OF KANSAS INC	D	6/25/2021			000000	:	1,216.80
7290	DELTA DENTAL OF KANSAS INC	D	7/02/2021			000000	2	2,805.85
7877	TRUSTMARK HEALTH BENEFITS INC	D	6/17/2021			000000	10	0,992.55
7877	TRUSTMARK HEALTH BENEFITS INC	D	6/24/2021			000000	4:	3,977.00
7877	TRUSTMARK HEALTH BENEFITS INC	D	6/30/2021			000000	;	3,261.11
7877	TRUSTMARK HEALTH BENEFITS INC	D	7/01/2021			000000	!	5,373.75
8051	AFLAC GROUP INSURANCE	D	6/23/2021			000000	:	1,699.82
8370	WEX HEALTH, INC.	D	6/25/2021			000000	!	5,353.87
2004	AIRE-MASTER OF AMERICA, INC.	E	6/21/2021			011935		17.22
6528	GALE GROUP/CENGAGE	E	6/21/2021			011936		21.59
7567	MERIDIAN OIL & EQUIPMENT LLC	E	6/21/2021			011937	:	1,486.08
0046	ETTINGERS OFFICE SUPPLY	E	6/21/2021			011938		526.25
0054	JOPLIN SUPPLY COMPANY	E	6/21/2021			011939		479.11

L 3:36 PM A/P HISTORY CHECK REPORT PAGE: 3

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0055	JOHN'S SPORT CENTER, INC.	E	6/21/2021			011940		554.99
0087	FORMS ONE, LLC	E	6/21/2021			011941		616.18
0105	PITTSBURG AUTOMOTIVE	E	6/21/2021			011942		650.41
0112	MARRONES INC	E	6/21/2021			011943		279.31
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	6/21/2021			011944		215.45
0128	ASCENSION VIA CHRISTI HOSPITAL	E	6/21/2021			011945	1	1,432.00
0135	PITTSBURG AREA CHAMBER OF COMM	1 E	6/21/2021			011946		325.00
0276	JOE SMITH COMPANY, INC.	E	6/21/2021			011947		941.98
0292	UNIFIRST CORPORATION	E	6/21/2021			011948		54.50
0505	SIRCHIE FINGER PRINT LABORATOR	R E	6/21/2021			011949		301.05
0577	KANSAS GAS SERVICE	E	6/21/2021			011950		606.45
0844	HY-FLO EQUIPMENT CO., INC.	E	6/21/2021			011951		42.00
0866	AVFUEL CORPORATION	E	6/21/2021			011952	20	0,415.06
1089	LABETTE COMMUNITY COLLEGE	E	6/21/2021			011953		260.00
1478	KANSASLAND TIRE #1828	E	6/21/2021			011954		999.40
1680	ESO SOLUTIONS, INC.	E	6/21/2021			011955	1	1,622.25
1792	B&L WATERWORKS SUPPLY, LLC	E	6/21/2021			011956	1	1,699.62
2005	GALLS PARENT HOLDINGS, LLC	E	6/21/2021			011957		258.80
2025	SOUTHERN UNIFORM & EQUIPMENT I	E	6/21/2021			011958		984.36
2825	STATE OF KANSAS	E	6/21/2021			011959		523.15
2960	PACE ANALYTICAL SERVICES LLC	E	6/21/2021			011960		330.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	6/21/2021			011961		470.51

1 3:36 PM A/P HISTORY CHECK REPORT PAGE: 4

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3668	MID AMERICA PROPERTIES OF PITT	E	6/21/2021			011962		300.00
4307	HENRY KRAFT, INC.	E	6/21/2021			011963		314.61
4354	LIFESTYLE LEASING INC	E	6/21/2021			011964	3	3,520.00
4621	JCI INDUSTRIES INC	E	6/21/2021			011965	3	3,145.00
5317	ULINE	E	6/21/2021			011966		499.96
5855	STERICYCLE, INC.	E	6/21/2021			011967		103.45
6851	SCHULTE SUPPLY INC	E	6/21/2021			011968	2	2,060.70
7167	QUADIENT LEASING USA INC	E	6/21/2021			011969		345.93
7958	DENNIS OIL COMPANY	E	6/21/2021			011970		422.52
8046	CONVERGEONE, INC.	E	6/21/2021			011971	6	6,170.88
8147	CHEM-AQUA, INC.	E	6/21/2021			011972		430.55
8187	EXELON CORPORATION	E	6/21/2021			011973		607.19
8337	BLACKSTONE AUDIO, INC.	E	6/21/2021			011974		135.96
8211	UMB BANK N.A.	E	6/25/2021			011975	109	9,657.98
7791	C4 HOLDINGS LLC	E	6/28/2021			011976		305.53
8236	NORTHGATE ASSOCIATES LLC	E	6/28/2021			011977	10	0,077.76
0046	ETTINGERS OFFICE SUPPLY	E	6/28/2021			011978		355.28
0055	JOHN'S SPORT CENTER, INC.	E	6/28/2021			011979		150.00
0068	BROOKS PLUMBING LLC	E	6/28/2021			011980		727.85
0087	FORMS ONE, LLC	E	6/28/2021			011981		297.00
0105	PITTSBURG AUTOMOTIVE	E	6/28/2021			011982		599.32
0112	MARRONES INC	E	6/28/2021			011983		660.53

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0133	JIM RADELL CONSTRUCTION COMPAN	E	6/28/2021			011984	6	5,990.00
0142	HECKERT CONSTRUCTION CO INC	E	6/28/2021			011985	56	5,547.19
0207	PEPSI-COLA BOTTLING CO OF PITT	E	6/28/2021			011986		68.25
0286	R & R PRODUCTS INC	E	6/28/2021			011987		537.27
0294	COPY PRODUCTS, INC.	E	6/28/2021			011988	3	3,718.81
0363	FISHER SCIENTIFIC CO, LLC	E	6/28/2021			011989		385.66
0409	WISEMAN'S DISCOUNT TIRE INC	E	6/28/2021			011990		93.89
0516	AMERICAN CONCRETE CO INC	E	6/28/2021			011991	1	1,156.38
0577	KANSAS GAS SERVICE	E	6/28/2021			011992	2	2,782.50
0659	PAYNES INC	E	6/28/2021			011993		282.45
0823	TOUCHTON ELECTRIC INC	E	6/28/2021			011994		40.00
0866	AVFUEL CORPORATION	E	6/28/2021			011995	21	,692.03
1033	BOLLINGER GROUP, LLC	E	6/28/2021			011996		100.00
1075	COASTAL ENERGY CORP	E	6/28/2021			011997	2	2,068.00
1150	INDUSTRIAL SALES CO INC	E	6/28/2021			011998	1	,124.10
1321	SHARP'S AUTOBODY CLINIC	E	6/28/2021			011999	2	2,051.54
1792	B&L WATERWORKS SUPPLY, LLC	E	6/28/2021			012000	2	2,767.06
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	6/28/2021			012001	1	253.34
2767	BRENNTAG SOUTHWEST, INC	E	6/28/2021			012002	2	2,188.40
2960	PACE ANALYTICAL SERVICES LLC	E	6/28/2021			012003	4	1,210.00
3261	PITTSBURG AUTO GLASS	E	6/28/2021			012004		90.00
3802	BRENNTAG MID-SOUTH INC	E	6/28/2021			012005	2	2,333.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5855	STERICYCLE, INC.	E	6/28/2021			012006		214.40
6595	AMAZON.COM, INC	E	6/28/2021			012007	15	,752.05
6777	DH PACE CO	E	6/28/2021			012008	2	,369.75
6846	GREENWAY ELECTRIC, INC.	E	6/28/2021			012009	3	,946.26
6936	HAWKINS INC	E	6/28/2021			012010		739.20
7151	QUADIENT FINANCE USA INC	E	6/28/2021			012011		300.00
7240	JAY HATFIELD CERTIFIED USED CA	. E	6/28/2021			012012		732.16
7479	MID-AMERICA VALVE & EQUIPMENT	E	6/28/2021			012013	1	,118.61
7667	BRENT'S ELECTRIC, LLC	E	6/28/2021			012014	1	,221.68
8309	MISSISSIPPI LIME COMPANY	E	6/28/2021			012015	26	,712.89
8413	PARKSON CORPORATION	E	6/28/2021			012016	1	,101.00
8442	NORA HOOVER	E	6/28/2021			012017		4.00
7452	ARMA MEADOWS, LP	E	7/06/2021			012114		515.00
7529	LEXIPOL, LLC	E	7/06/2021			012115	2	2,975.00
8202	PETROLEUM TRADERS CORPORATION	E	7/06/2021			012116	20	,200.45
8275	ADCOMP SYSYEMS INC	E	7/06/2021			012117		160.00
8432	WHISPERING PINES MHC LLC	E	7/06/2021			012118		998.45
0044	CRESTWOOD COUNTRY CLUB	E	7/06/2021			012119		272.00
0046	ETTINGERS OFFICE SUPPLY	E	7/06/2021			012120		85.65
0055	JOHN'S SPORT CENTER, INC.	E	7/06/2021			012121		300.00
0087	FORMS ONE, LLC	E	7/06/2021			012122	1	,221.91
0101	BUG-A-WAY INC	E	7/06/2021			012123		160.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0105	PITTSBURG AUTOMOTIVE	E	7/06/2021			012124		632.22
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	7/06/2021			012125		47.68
0133	JIM RADELL CONSTRUCTION COMPAN	E	7/06/2021			012126	3	3,200.00
0142	HECKERT CONSTRUCTION CO INC	E	7/06/2021			012127	39	9,286.37
0194	KANSAS STATE TREASURER	E	7/06/2021			012128	4	1,077.00
0276	JOE SMITH COMPANY, INC.	E	7/06/2021			012129	2	2,552.70
0409	WISEMAN'S DISCOUNT TIRE INC	E	7/06/2021			012130		201.95
0478	VIETTI AUTO BODY INC	E	7/06/2021			012131	8	3,484.80
0534	TYLER TECHNOLOGIES INC	E	7/06/2021			012132		390.00
0583	DICKINSON INDUSTRIES INC	E	7/06/2021			012133		424.01
0627	BOETTCHER SUPPLY INC	E	7/06/2021			012134	1	1,466.63
0659	PAYNES INC	E	7/06/2021			012135		239.88
0823	TOUCHTON ELECTRIC INC	E	7/06/2021			012136		59.00
0968	LEE ENTERPRISES	E	7/06/2021			012137		770.00
1478	KANSASLAND TIRE #1828	E	7/06/2021			012138		423.89
1792	B&L WATERWORKS SUPPLY, LLC	E	7/06/2021			012139	3	3,843.06
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	7/06/2021			012140		220.00
2433	GATEHOUSE MEDIA KANSAS HOLDING	E	7/06/2021			012141		22.31
2707	THE LAWNSCAPE COMPANY, INC.	E	7/06/2021			012142		504.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	7/06/2021			012143		611.43
3261	PITTSBURG AUTO GLASS	E	7/06/2021			012144		150.00
3463	CONTROLS & ELECTRIC MOTOR	E	7/06/2021			012145		139.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3668	MID AMERICA PROPERTIES OF PITT	E	7/06/2021			012146		1,941.00
4492	PITTSBURG SENIORS LP	E	7/06/2021			012147		553.00
4618	TRESA LYNNE MILLER	E	7/06/2021			012148	;	2,411.08
5640	WELLPATH LLC	E	7/06/2021			012149		36.00
5648	JASON WISKE	E	7/06/2021			012150		1,490.00
6298	L. KEVAN SCHUPBACH	E	7/06/2021			012151		1,250.00
6577	GREENSPRO INC	E	7/06/2021			012152		605.80
6630	PATRICK WALKER	E	7/06/2021			012153		210.00
7028	MATTHEW L. FRYE	E	7/06/2021			012154		400.00
7083	PITTSBURG HEIGHTS, LP	E	7/06/2021			012155		1,070.00
7100	FIRST UNITED METHODIST CHURCH	E	7/06/2021			012156		7,501.61
7283	TRUSTMARK HEALTH BENEFITS INC	E	7/06/2021			012157	3	6,753.14
7284	TRANSYSTEMS CORPORATION	E	7/06/2021			012158	1	6,049.25
7407	LIMELIGHT MARKETING LLC	E	7/06/2021			012159		500.00
7427	OLSSON INC	E	7/06/2021			012160		3,568.48
7667	BRENT'S ELECTRIC, LLC	E	7/06/2021			012161		90.71
7852	TRIA HEALTH, LLC	E	7/06/2021			012162		1,241.81
7866	JAMES MICHAEL HORTON	E	7/06/2021			012163		650.00
7959	ALL ABOARD FOUNDATION	E	7/06/2021			012164	:	2,522.33
8132	MIKE CARPINO FORD PITTSBURG IN	E	7/06/2021			012165		193.14
8200	PLUNKETT'S PEST CONTROL INC	E	7/06/2021			012166		525.00
8246	BETHANY ANN BROOKS	E	7/06/2021			012167		641.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8326	KAYLYN HITE	E	7/06/2021			012168	:	1,000.00
8445	CHARLEY TAYLOR	E	7/06/2021			012169		150.00
8447	STACEY STRUBLE	E	7/06/2021			012170	:	2,000.00
5966	BERRY COMPANIES, INC.	R	6/18/2021			189191		489.29
6956	BSN SPORTS, INC	R	6/18/2021			189192		123.97
6545	CENTER POINT INC	R	6/18/2021			189193		144.77
1616	CITY OF PITTSBURG	R	6/18/2021			189194		181.93
8217	COMPASS GROUP USA, INC.	R	6/18/2021			189195		170.96
4263	COX COMMUNICATIONS KANSAS LLC	R	6/18/2021			189196		84.08
4263	COX COMMUNICATIONS KANSAS LLC	R	6/18/2021			189197		69.79
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	6/18/2021			189198	1	1,825.00
0375	WICHITA WATER CONDITIONING	R	6/18/2021			189199		21.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	6/18/2021			189200		132.59
1108	EVERGY KANSAS CENTRAL INC	R	6/18/2021			189201	:	2,966.34
8199	PRINTER'S INK LLC	R	6/18/2021			189202		294.96
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	6/18/2021			189203		116.64
5223	JOPLIN FIRE PROTECTION CO	R	6/18/2021			189204	1	8,820.01
1070	KANSAS ATTORNEY GENERAL	R	6/18/2021			189205		180.00
8389	CALEB W. LEE	R	6/18/2021			189206		60.00
8417	FRED LUNDIEN	R	6/18/2021			189207		140.00
1	MCBRIDE, RON	R	6/18/2021			189208		99.00
7938	ROSANO DEL PILAR MENDEZ	R	6/18/2021			189209		25.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7392	ASSURECO RISK MANAGEMENT & REG	R	6/18/2021			189210		350.00
7480	RODGER PETRAIT	R	6/18/2021			189211		60.00
8227	PITTSBURG ARTWALK ASSOCIATION	R	6/18/2021			189212		275.00
0397	PITTSBURG POLICE DEPT	R	6/18/2021			189213		5.98
6536	POLYDYNE INC	R	6/18/2021			189214	6	5,651.18
0175	REGISTER OF DEEDS	R	6/18/2021			189215		20.00
8118	FRANK E ROBISON	R	6/18/2021			189216		50.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	6/18/2021			189217		30.00
1	SPROULS, KRICKET	R	6/18/2021			189218		13.00
8089	JORAN STOUT-MITCHELL	R	6/18/2021			189219		100.00
6811	SYMBOL ARTS LLC	R	6/18/2021			189220		842.50
1	WALSH, DILLON	R	6/18/2021			189221		98.00
5371	PITTSBURG FAMILY YMCA	R	6/18/2021			189222	2	2,039.66
6154	4 STATE MAINTENANCE SUPPLY INC	R	6/25/2021			189238		179.73
8082	KASEY MCCOY KING	R	6/25/2021			189239	2	2,500.00
8441	JACOB ANSELMI	R	6/25/2021			189240		425.00
7924	JON BARTLOW	R	6/25/2021			189241		800.00
5966	BERRY COMPANIES, INC.	R	6/25/2021			189242		284.01
8278	GERSON BOCANEGRA	R	6/25/2021			189243		25.00
8305	DENNIS D. BROOKS	R	6/25/2021			189244	1	1,852.50
7046	CRAWFORD COUNTY CONVENTION & V	R	6/25/2021			189245		90.00
7545	WILLIAM DEAN	R	6/25/2021			189246		320.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8287	TIMOTHY DEASON	R	6/25/2021			189247		320.00
8209	DPC ENTERPRISES LP	R	6/25/2021			189248	2	2,816.00
1	ESTRADA, WALTER	R	6/25/2021			189249		250.00
8438	FAMILY LIFE ASSEMBLY OF GOD CH	R	6/25/2021			189250	11	1,666.66
8335	JUSTIN FRAZIER	R	6/25/2021			189251		850.00
8435	KEVIN FRAZIER	R	6/25/2021			189252		280.00
7995	HERITAGE TRACTOR INC	V	6/25/2021			189253		24.59
1	JMAC QOZ BUSINESS II, LLC	R	6/25/2021			189254	202	2,000.00
8437	RONALD JAMES JUBBER JR.	R	6/25/2021			189255		175.00
8431	CHARLES KITCHEN	R	6/25/2021			189256		35.00
8389	CALEB W. LEE	R	6/25/2021			189257		60.00
0033	LOU'S GLOVES	R	6/25/2021			189258		876.00
7945	LUCKY-BUT LAWN CARE, LLC	R	6/25/2021			189259		163.77
8417	FRED LUNDIEN	R	6/25/2021			189260		160.00
8440	LARRY MORRIS	R	6/25/2021			189261		630.00
6367	NATIONAL FLEET TESTING SERVICE	R	6/25/2021			189262	2	2,770.00
6674	NEXT GENERATION EXCAVATION & T	R	6/25/2021			189263	6	5,091.08
8439	GARRY L. PARKER	R	6/25/2021			189264	1	1,166.33
7480	RODGER PETRAIT	R	6/25/2021			189265		80.00
8436	DOMINIC PICCINI	R	6/25/2021			189266		175.00
0175	REGISTER OF DEEDS	R	6/25/2021			189267		20.00
0175	REGISTER OF DEEDS	R	6/25/2021			189268		21.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3997	S&H FARM SUPPLY, INC.	R	6/25/2021			189269		823.89
8308	BRENDAN SCHMIDT	R	6/25/2021			189270		200.00
0188	SECRETARY OF STATE	R	6/25/2021			189271		25.00
8375	TRASH HOG LLC	R	6/25/2021			189272		200.56
8089	JORAN STOUT-MITCHELL	R	6/25/2021			189273		40.00
8430	EQUIPMENTSHARE.COM, INC	R	6/25/2021			189274		338.32
7886	TRENT WALLACE	R	6/25/2021			189275		60.00
7497	JOSEPH ZOGG	R	6/25/2021			189276		320.00
4050	CITRIX SYSTEMS INC	R	6/28/2021			189277	4	4,957.20
4636	EVERGY KANSAS CENTRAL INC. (HA	R	6/28/2021			189278	2	2,062.05
7414	KANSAS GAS SERVICE (ESG)	R	6/28/2021			189279		458.33
5561	AT&T MOBILITY	R	7/02/2021			189302		131.20
1	BUDDENHAGEN, SEAN	R	7/02/2021			189303	-	1,420.68
7279	CLAYTON HOLDINGS, LLC	R	7/02/2021			189304	3"	7,701.86
4263	COX COMMUNICATIONS KANSAS LLC	R	7/02/2021			189305		93.40
4263	COX COMMUNICATIONS KANSAS LLC	R	7/02/2021			189306		46.18
0375	WICHITA WATER CONDITIONING	R	7/02/2021			189307		172.75
8444	DANIEL DULING	R	7/02/2021			189308	-	1,200.00
1108	EVERGY KANSAS CENTRAL INC	R	7/02/2021			189309	116	6,870.24
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	7/02/2021			189312		37.20
6102	KANSAS LAW ENFORCEMENT TRAININ	R	7/02/2021			189313		120.00
2877	KDHE - BUREAU OF WATER	R	7/02/2021			189314		20.00

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VENDOR SET: 99 City of Pittsburg, KS BANK: 80144 BMO HARRIS BANK DATE RANGE: 6/16/2021 THRU 7/06/2021

CHECK INVOICE CHECK CHECK CHECK STATUS AMOUNT VENDOR I.D. NAME STATUS DATE AMOUNT DISCOUNT NO 0225 KDOR 7/02/2021 189315 9.987.39 R 8417 FRED LUNDIEN 7/02/2021 189316 75.00 R 8429 EMILY MCGOWN R 7/02/2021 189317 98.00 7697 MARTIN MEDINA 7/02/2021 189318 360.00 7938 ROSANO DEL PILAR MENDEZ R 7/02/2021 189319 25.00 8208 60.00 MICHAEL JOHNSON R 7/02/2021 189320 7596 7/02/2021 268.00 PAUL MULIK 189321 R 7480 RODGER PETRAIT R 7/02/2021 189322 60.00 7914 PHILADELPHIA INSURANCE COMPANI 1,455.00 7/02/2021 189323 RANDALL, TREVOR 7/02/2021 189324 210.00 650.00 6451 NAZAR SAMAN R 7/02/2021 189325 7270 SECURITY 1ST TITLE, LLC 7/02/2021 189326 75.00 R 8201 180.18 ROGER CLEVELAND GOLF COMPANY I R 7/02/2021 189327 6730 DJB INVESTMENTS, LLC 7/02/2021 189328 635.00 R 8089 JORAN STOUT-MITCHELL 7/02/2021 189329 40.00 R 8443 ROBERT TERSINAR R 7/02/2021 189330 750.00 5589 CELLCO PARTNERSHIP R 7/02/2021 189331 114.14 8448 ZEBEC OF NORTH AMERICA, INC 7/02/2021 189332 283.94 R * * TOTALS * * INVOICE AMOUNT DISCOUNTS CHECK AMOUNT NO REGULAR CHECKS: 102 466,212.83 0.00 466,188.24 HAND CHECKS: 0 0.00 0.00 0.00 17 241,682.54 0.00 241,682.54 DRAFTS: EFT: 140 521,680.33 0.00 521,680.33 NON CHECKS: 0 0.00 0.00 0.00 VOID CHECKS: 1 VOID DEBITS 0.00 0.00 0.00 VOID CREDITS 0.00 TOTAL ERRORS: 0 NO INVOICE AMOUNT DISCOUNTS CHECK AMOUNT VENDOR SET: 99 BANK: 80144TOTALS: 1,229,575.70 1,229,551.11 260 0.00 BANK: 80144 TOTALS: 260 1,229,575.70 0.00 1,229,551.11

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VENDOR SET: 99 City of Pittsburg, KS BANK: EFT MANUAL EFTS DATE RANGE: 6/16/2021 THRU 7/06/2021

VENDOR I.D.	NAME	STATU	CHECK S DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
8432	WHISPERING PINES MHC LLC	E	6/29/2021		012018	30.00
6394	KEVIN R. HALL	E	6/29/2021		012019	1,516.67
7654	A & R RENTALS, LLC	E	6/29/2021		012020	15.00
* * TOTALS * *	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:	3			1,561.67	0.00	1,561.67
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBIT	S	0.00			
	VOID CREDI	TS	0.00	0.00	0.00	
TOTAL ERRORS: 0						
	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: EFT	T TOTALS: 3			1,561.67	0.00	1,561.67
BANK: EFT TOTALS:	3			1,561.67	0.00	1,561.67

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5906	JOHN HINRICHS	E	7/02/2021			012021		183.00
5961	LARRY A VANBECELAERE	E	7/02/2021			012022		141.00
7717	LAWRENCE E GIGER	E	7/02/2021			012023		665.00
7837	MARJI RENTALS, LLC	E	7/02/2021			012024		287.00
8191	KURT E GALE	E	7/02/2021			012025		600.00
0372	CONNER REALTY	E	7/02/2021			012026		905.00
1008	BENJAMIN M BEASLEY	E	7/02/2021			012027	1	1,097.00
1231	JOHN LOVELL	E	7/02/2021			012028		738.00
1609	P & L COMPANY	E	7/02/2021			012029	3	3,953.00
1982	KENNETH N STOTTS, SR	E	7/02/2021			012030		282.00
2304	DENNIS HELMS	E	7/02/2021			012031		94.00
2542	YOST PROPERTIES	E	7/02/2021			012032		368.00
3082	JOHN R JONES	E	7/02/2021			012033		328.00
3142	COMMUNITY MENTAL HEALTH CENTER	R E	7/02/2021			012034		145.00
3162	THOMAS A YOAKAM	E	7/02/2021			012035		162.00
3218	CHERYL L BROOKS	E	7/02/2021			012036		311.00
3272	DUNCAN HOUSING LLC	E	7/02/2021			012037	3	3,629.00
3273	RICHARD F THENIKL	E	7/02/2021			012038	1	1,035.00
3294	JOHN R SMITH	E	7/02/2021			012039	1	1,110.00
3668	MID AMERICA PROPERTIES OF PITT	E	7/02/2021			012040	12	2,566.00
4054	MICHAEL A SMITH	E	7/02/2021			012041	1	1,349.00
4492	PITTSBURG SENIORS LP	E	7/02/2021			012042	3	3,230.00

3:36 PM A/P HISTORY CHECK REPORT PAGE: 16

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5393	ANGELES PROPERTIES LLC - HAP	E	7/02/2021			012043	:	1,676.00
5549	DELBERT BAIR	E	7/02/2021			012044		282.00
5656	EARL L. HARTMAN	E	7/02/2021			012045		1,760.00
5658	DEANNA J HIGGINS	E	7/02/2021			012046		609.00
5676	BARBARA TODD	E	7/02/2021			012047		23.00
5796	JOHN A ESLICK	E	7/02/2021			012048		464.00
5817	JAMA ENTERPRISES LLP	E	7/02/2021			012049		267.00
5834	DENNIS TROUT	E	7/02/2021			012050		328.00
5885	CHARLES T GRAVER	E	7/02/2021			012051		56.00
5896	HORIZON INVESTMENTS GROUP INC	E	7/02/2021			012052		675.00
5957	PASTEUR PROPERTIES	E	7/02/2021			012053	!	5,214.00
6090	RANDAL BENNEFELD	E	7/02/2021			012054		415.00
6161	MICHAEL J STOTTS	E	7/02/2021			012055		206.00
6172	ANDREW ALEX WACHTER	E	7/02/2021			012056		216.00
6269	EDWARD SWOR	E	7/02/2021			012057		721.00
6298	L. KEVAN SCHUPBACH	E	7/02/2021			012058	!	9,366.00
6322	R JAMES BISHOP	E	7/02/2021			012059		401.00
6333	JANA DALRYMPLE	E	7/02/2021			012060		334.00
6394	KEVIN R. HALL	E	7/02/2021			012061	;	3,356.00
6441	HEATHER MASON WHITE	E	7/02/2021			012062		943.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	7/02/2021			012063	10	0,536.00
6673	JUDITH A COLLINS	E	7/02/2021			012064		627.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6694	DELBERT BAIR	E	7/02/2021			012065		461.00
6708	CHARLES R. MERTZ	E	7/02/2021			012066		414.00
6877	CHRISTOPHER KYLE BATTAGLIA	E	7/02/2021			012067		463.00
6886	DELBERT BAIR	E	7/02/2021			012068		466.00
6916	STILWELL HERITAGE & EDUCATION	A E	7/02/2021			012069	2	2,719.00
7083	PITTSBURG HEIGHTS, LP	E	7/02/2021			012070	4	4,494.00
7112	RANDY VILELA BODY REPAIR, TRU	J E	7/02/2021			012071		486.00
7220	TIM ADAM	E	7/02/2021			012072		183.00
7294	AMMP PROPERTIES, LLC	E	7/02/2021			012073		801.00
7312	JASON HARRIS	E	7/02/2021			012074		301.00
7326	RANDY ALLEE	E	7/02/2021			012075		287.00
7344	TERRY O BARTLOW	E	7/02/2021			012076		237.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	r e	7/02/2021			012077		266.00
7554	TRAVIS R RIDGWAY	E	7/02/2021			012078		559.00
7582	KIRK A DUNCAN	E	7/02/2021			012079		695.00
7612	ENDICOTT RENTALS, LLC	E	7/02/2021			012080		732.00
7645	SEWARD RENTALS, LLC	E	7/02/2021			012081		965.00
7654	A & R RENTALS, LLC	E	7/02/2021			012082	3	3,251.00
7669	CHARLES GILMORE	E	7/02/2021			012083		520.00
7741	SUSAN E ADAMS	E	7/02/2021			012084		185.00
7805	KIRK DARROW	E	7/02/2021			012085		600.00
7864	CB HOMES LLC	E	7/02/2021			012086		800.00

3:36 PM A/P HISTORY CHECK REPORT PAGE: 18

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7866	JAMES MICHAEL HORTON	E	7/02/2021			012087	:	1,512.00
7918	CITY OF LEAVENWORTH	E	7/02/2021			012088	:	1,982.16
7936	PITTSBURG HIGHLANDS LP	E	7/02/2021			012089	-	1,550.00
7965	JAVA PROPERTIES LLC	E	7/02/2021			012090		285.00
8005	REMINGTON SQUARE APARTMENTS OF	F E	7/02/2021			012091		4,480.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E E	7/02/2021			012092	:	1,381.00
8126	BNB PROPERTIES LLC	E	7/02/2021			012093		412.00
8166	NICHOLE HAMBLIN	E	7/02/2021			012094	:	1,387.00
8168	TARA J STANDLEE	E	7/02/2021			012095		291.00
8174	MICHAEL A SMITH	E	7/02/2021			012096		477.00
8190	HEATHER SMITH	E	7/02/2021			012097		854.00
8260	JANICE PUFFINBARGER	E	7/02/2021			012098		800.00
8266	RYAN SCHULTEIS	E	7/02/2021			012099		882.00
8276	CASEY BAKER	E	7/02/2021			012100		277.00
8302	PAUL CHRISTMAN	E	7/02/2021			012101	:	1,559.00
8313	CURTISS HEMBY	E	7/02/2021			012102		577.00
8329	CHARLES P. SIMPSON	E	7/02/2021			012103		475.00
8402	BEVERLY D PETERSON	E	7/02/2021			012104		620.00
8403	SETH P GOLLHOFER	E	7/02/2021			012105		226.00
8412	CODY JOE POTTER	E	7/02/2021			012106		232.00
8426	JOHN F KENNEDY	E	7/02/2021			012107		512.00
8428	MARCO IBARRA	E	7/02/2021			012108		574.00

21 3:36 PM A/P HISTORY CHECK REPORT PAGE: 19

7/06/2021 3:36 PM
VENDOR SET: 99 City of Pittsburg, KS
BANK: HAP BMO HARRIS BANK-HAP
DATE RANGE: 6/16/2021 THRU 7/06/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
6152	MARTHA R CAMPBELL	R	7/01/2021		189280	217.00
6585	CLASS HOMES 1 LLC	R	7/01/2021		189281	60.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	7/01/2021		189282	1,404.00
7616	STEVE KUPLEN	R	7/01/2021		189283	969.00
8177	MISSISSIPPI REGIONAL HOUSING A	R	7/01/2021		189284	619.38
8341	MARK MONSOUR	R	7/01/2021		189285	453.00
8427	RENT-MOORE LLC	R	7/01/2021		189286	625.00
1800	DAN R. RODABAUGH	R	7/01/2021		189287	718.00
6451	NAZAR SAMAN	R	7/01/2021		189288	1,929.00
0472	LARRY SPRESSER	R	7/01/2021		189289	472.00
* * TOTALS * * REGULAR CHECKS: HAND CHECKS: DRAFTS: EFT: NON CHECKS:	NO 10 0 0 88 0			INVOICE AMOUNT 7,466.38 0.00 0.00 112,883.16 0.00	DISCOUNTS 0.00 0.00 0.00 0.00 0.00	CHECK AMOUNT 7,466.38 0.00 0.00 112,883.16 0.00
VOID CHECKS:	0 VOID DEBITS VOID CREDII		0.00	0.00	0.00	
TOTAL ERRORS: 0						
VENDOR SET: 99 BANK: HAR	NO TOTALS: 98			INVOICE AMOUNT 120,349.54	DISCOUNTS 0.00	CHECK AMOUNT 120,349.54
BANK: HAP TOTALS:	98			120,349.54	0.00	120,349.54

44

20 3:36 PM A/P HISTORY CHECK REPORT PAGE: 20

VENDOR I.D.	NAME	STATU	CHECK S DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
1874	HIGHLAND MEADOWS OF KS	E	7/02/2021		012109	332.00
3668	MID AMERICA PROPERTIES OF PITT	r E	7/02/2021		012110	600.00
5957	PASTEUR PROPERTIES	E	7/02/2021		012111	450.00
7866	JAMES MICHAEL HORTON	E	7/02/2021		012112	650.00
8005	REMINGTON SQUARE APARTMENTS OF	? E	7/02/2021		012113	700.00
* * TOTALS * *	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:	5			2,732.00	0.00	2,732.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	3	0.00			
	VOID CREDIT	rs	0.00	0.00	0.00	
TOTAL ERRORS: 0						
	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: T	BRA TOTALS: 5			2,732.00	0.00	2,732.00
BANK: TBRA TOTALS:	5			2,732.00	0.00	2,732.00
REPORT TOTALS:	366			1,354,218.91	0.00	1,354,194.32

Passed and approved this 13	th day of July, 2021.	
	Chuck Munsell, Mayor	
ATTEST:		
Tammy Nagel, City Clerk		



Department of Public Works

201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762

620-231-4170 www.pittks.org

Interoffice Memorandum

To: Daron Hall, City Manager

From: Dexter Neisler, Zoning Administrator

Date: July 7th, 2021

Subject: City Commission Meeting Agenda Item – July 13th, 2021

Community Health Center of Southeast Kansas – Request to Change Zoning

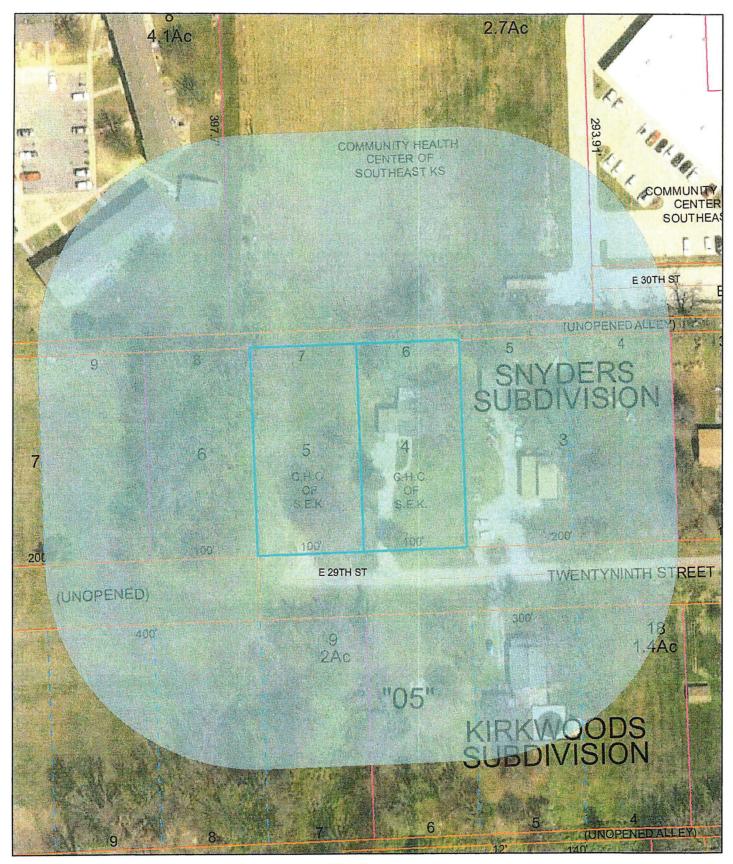
The Planning Commission/Board of Zoning Appeals, in its meeting of Monday, June 28th, 2021, considered a request submitted by the Community Health Center of Southeast Kansas (CHCSEK), to change the zoning of the two vacant parcels located directly west of 605 East 29th Street from R-1C, Single Family Residential District and RP-3 Planned Medium Density District, to CP-0, Planned Commercial Office District.

After reviewing the evidence presented, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend the Governing Body approve this change in zoning request based on the following criteria: character of the neighborhood, zoning and uses of nearby properties, suitability of the subject property for the uses to which it is being considered, length of time the subject property has remained vacant as zoned, the extent to which removal of the restrictions will detrimentally affect the nearby property, relative gain to public health, safety, & welfare, and conformance to the Master Plan.

In this regard, would you please place this item on the agenda for the July 13th, 2021, City Commission Meeting. Action being requested is for the Governing Body to consider the recommendation of the Planning Commission/Board of Zoning Appeals and, if approved, direct staff to prepare the appropriate Ordinance. If the Governing Body is not in agreement with the recommendation as provided, the State Statutes stipulate that the Governing Body, by a 2/3 majority, may override the recommendation, or may return the recommendation to the Planning Commission/Board of Zoning Appeals for further consideration. A return of the recommendation must be accompanied with a statement specifying the basis for the Governing Body returning the recommendation.

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

Attachment: Maps

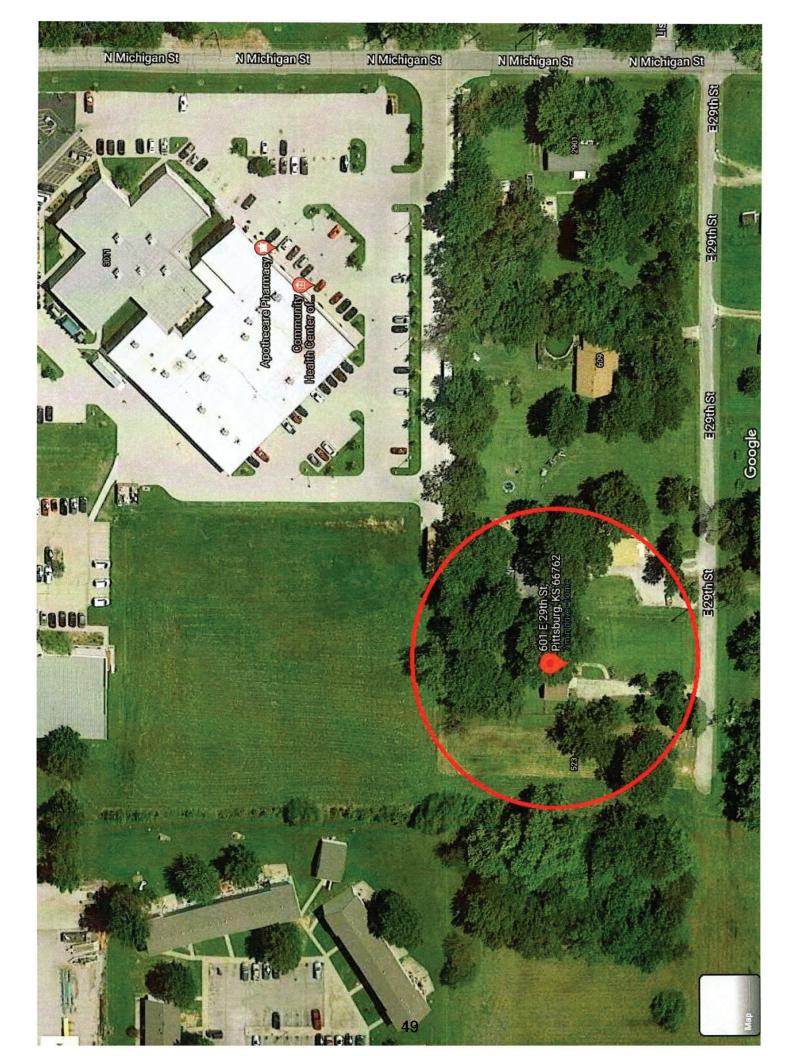


200' Search



DISCLAIMER: This is a product of the Crawford County GIS Department. The data displayed here has been developed with extensive cooperation from other county agencies, as well as other federal, state and local government agencies. Crawford County disclaims responsibility for damages or liability that may arise from use of this map. This document does not constitute a legal survey. Any resale of this information is prohibited.







Department of Public Works

201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762

620-231-4170 www.pittks.org

Interoffice Memorandum

To: Daron Hall, City Manager

From: Dexter Neisler, Zoning Administrator

Date: July 7th, 2021

Subject: City Commission Meeting Agenda Item – July 13th, 2021

Countryside Self Storage, LLC - Request to Vacate

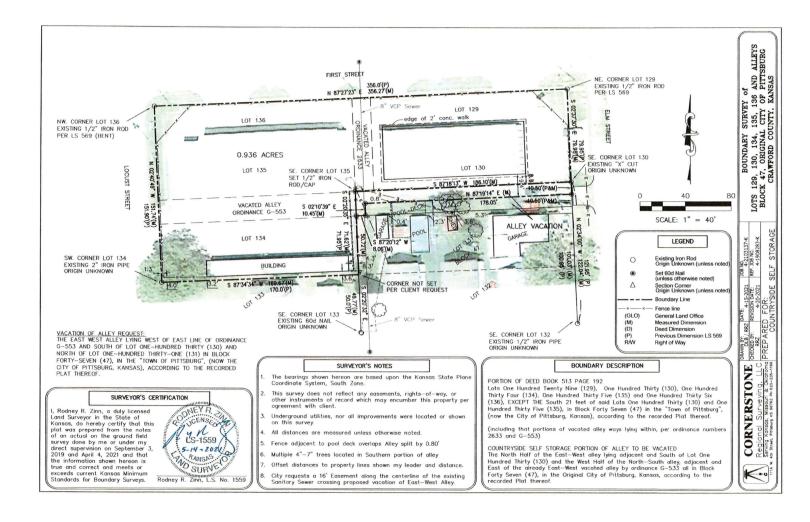
The Planning Commission/Board of Zoning Appeals, in its meeting of Monday, June 28th, 2021, considered a request submitted by Countryside Self Storage, LLC, to vacate the east portion of the alley located between the 200 Blocks of East Rose and East 1st Street.

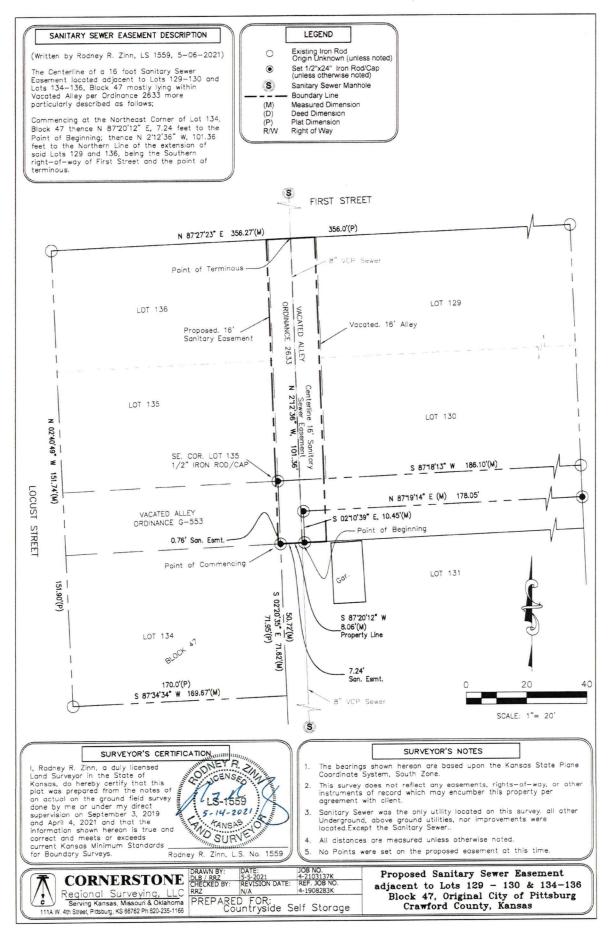
After reviewing the evidence presented, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend the Governing Body approve this vacation request.

In this regard, would you please place this item on the agenda for the July 13th, 2021, City Commission Meeting. Action being requested is for the Governing Body to consider the recommendation of the Planning Commission/Board of Zoning Appeals and, if approved, direct staff to prepare the necessary Order.

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

Attachment: Map





FIRST AMENDMENT TO OPTION AGREEMENT FOR THE PURCHASE OF REAL ESTATE

This First Amendment to the Option Agreement for the Purchase of Real Estate (the "Amendment") is made between the City of Pittsburg Kansas, a Kansas municipal corporation, ("Owner"), and Sugar Creek Packing Co., an Ohio corporation ("Purchaser").

RECITALS

- A. The parties entered into an Option Agreement for Purchase of Real Estate, dated effective September 26, 2017 (the "Contract").
- B. The parties desire to revise the Purchase Price and legal description of the property described in the Contract, more specifically described and revised in EXHIBIT A of this Amendment ("the Property").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and in the Contract, the parties make the following amendments to the Contract:

AMENDMENTS

- 1. The parties agree to close on the Property by the end of July 2021.
- 2. The parties mutually agree that the Purchase Price shall be revised to One Hundred Seventy-Seven Thousand and Three Hundred Seventy-Five (\$177,375) Dollars.
- 3. The parties further agree that the legal description provided in the Contract is hereby replaced by the legal description provided in EXHIBIT A of this Amendment.
- 4. This Amendment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument. For the purposes of this Amendment, an electronic or facsimile signature shall be considered, for all intents and purposes, an original signature.
- 5. In the event of a conflict between the Contract and this Amendment, the terms and conditions of this Amendment shall control.
- 6. It is mutually covenanted, stipulated and agreed between the parties that the Contract and this Amendment constitute the entire agreement between the parties and supersede any and all prior agreements or undertakings, if any, whether written or oral.
 - 7. This Amendment shall be effective as of the date of the last signature.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date written below.

SELLER:

THE CITY OF PITTSBURG, KANSAS a municipal corporation

Chuck Munsell, Mayor

Date

Attest:

Tammy Nagel, City Clerk

BUYER:

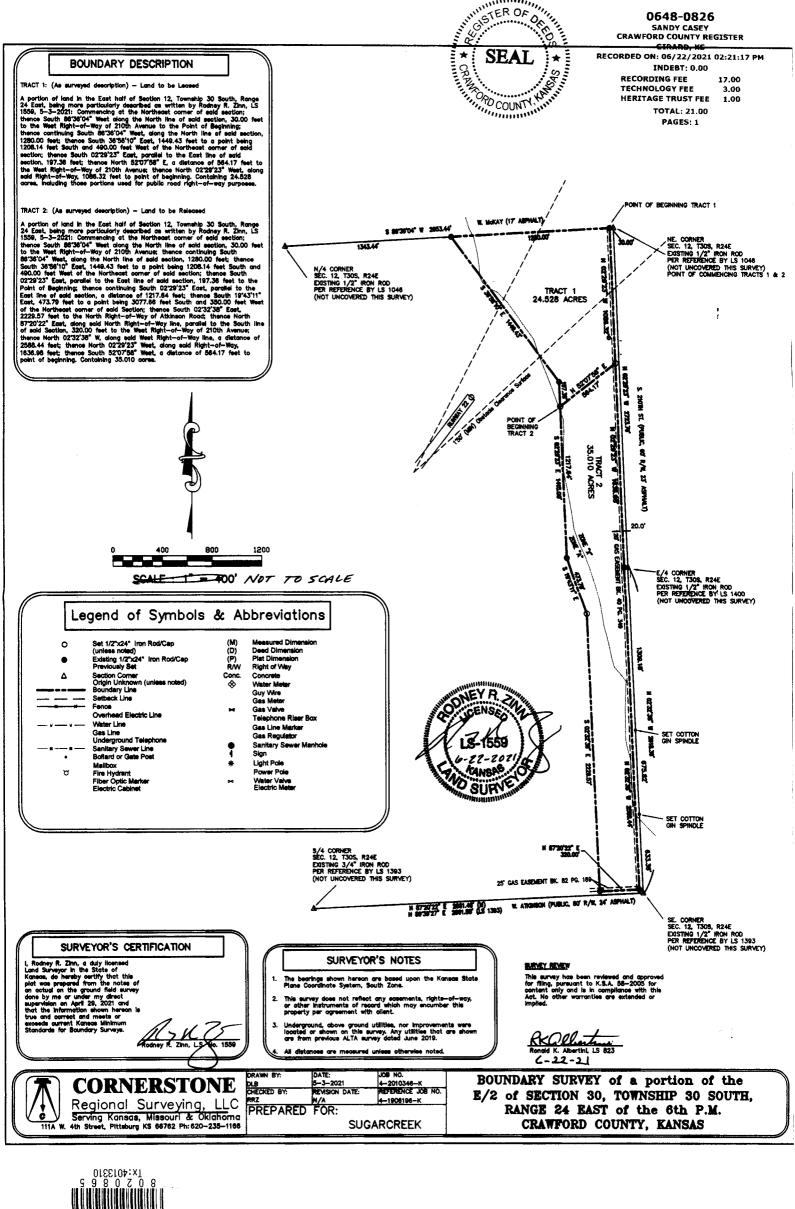
SUGAR CREEK PACKING CO. an Ohio corporation

Thomas J. Bollinger, Chief Financial Officer

Date

EXHIBIT A

A portion of land in the East half of Section 12, Township 30 South, Range 24 East, being more particularly described as written by Rodney R. Zinn, LS 1559, 5-3-2021: Commencing at the Northeast corner of said section; thence South 86°36'04" West along the North line of said section, 30.00 feet to the West Right-of-Way of 210th Avenue; thence continuing South 86°36'04" West, along the North line of said section, 1280.00 feet; thence South 36°56'10" East, 1449.43 feet to a point being 1208.14 feet South and 490.00 feet West of the Northeast corner of said section; thence South 02°29'23" East, parallel to the East line of said section, 197.36 feet to the Point of Beginning; thence continuing South 02°29'23" East, parallel to the East line of said section, a distance of 1217.64 feet; thence South 19°43'11" East, 473.79 feet to a point being 3077.66 feet South and 350.00 feet West of the Northeast corner of said Section; thence South 02°32'38" East, 2229.57 feet to the North Right-of-Way of Atkinson Road; thence North 87°20'22" East, along said North Right-of-Way line, parallel to the South line of said Section, 320.00 feet to the West Right-of-Way of 210th Avenue; thence North 02°32'38" W, along said West Right-of-Way line, a distance of 2588.44 feet; thence North 02°29'23" West, along said Right-of-Way, 1636.98 feet; thence South 52°07'58" West, a distance of 564.17 feet to point of beginning. Containing 35.010 acres.





COMMUNITY DEVELOPMENT AND HOUSING

216 N Broadway, Suite G Pittsburg KS 66762 (620) 232-1210 www.pittks.org FAX: (620) 232-2103

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager

From: Quentin Holmes, Director of Community Development and Housing

CC: Tammy Nagel, City Clerk

Date: 7/6/21

Subject: Purchase Contract

Colby 2021, LLC (Dollar General)

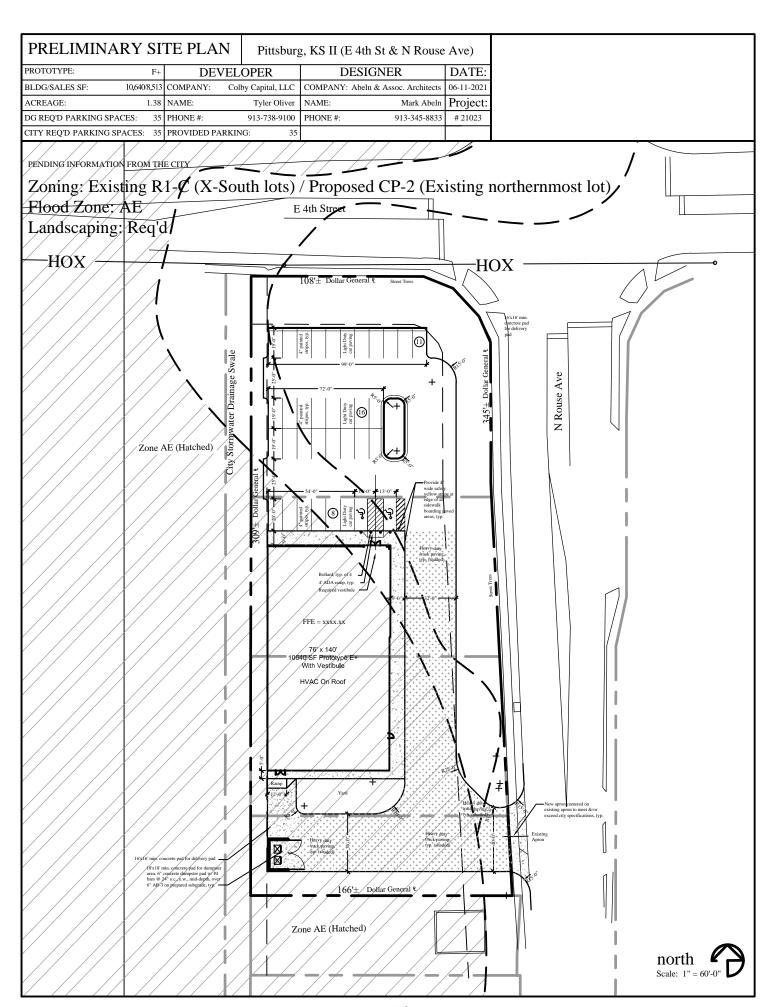
The City has received a request from Colby 2021, LLC to sell property located at the Southwest corner of 4th and Rouse for the new construction of a Dollar General. There are five vacant tracts of land that make up a total of approximately 1.76 acres. The offer price is \$300,000.

The current zoning of the parcels is made up of CP-2 and R-1C.

Please place this item on the agenda for the City Commission meeting on Tuesday, July 13th, 2021. Action necessary will be approval or disapproval of staff recommendation.

Attachment(s): Purchase Contract and Site Plan

Quentin Holmes
Director of Housing and Community Development
City of Pittsburg, Kansas
620-230-5550



REAL ESTATE CONTRACT

THIS CONTRACT ("Contract") is made by and between **City of Pittsburg, Kansas**, a body corporate and politic (collectively, "Seller"), and **Colby 2021**, **LLC**, a Kansas limited liability company, or its assigns ("Buyer") and is effective on the last date this Contract is signed by both parties ("Effective Date") as shown on the signature page of this Contract.

- 1. <u>Property</u>. Buyer agrees to purchase and Seller agrees to sell that certain land and any improvements, and all easements, right-of-ways, parking, access rights and appurtenances thereto, commonly known as **Lots 1-8**, **Block 1**, **Lapham's Addition**, **Pittsburg**, **Kansas** ("Property"). The Property consists of approximately 1.38 acres of land and is shown on **Exhibit A** attached hereto and made a part hereof.
- 2. <u>Purchase Price</u>. The purchase price for the Property is \$309,000.00. Buyer agrees to pay an earnest money deposit in the amount of \$25,000.00 ("Deposit") with Security 1st Title Ph: (620) 231-7755 910 S. Broadway, Pittsburg, KS 66762 ("Title Company") within three (3) business days after the Effective Date and Buyer has received an original of the Contract signed by Seller. The Deposit shall be applied to the purchase price. The balance of the purchase price, subject to prorations and allocations made herein, shall be paid in guaranteed funds at Closing.
- **3.** <u>Seller's Documents</u>. Within five (5) days after the Effective Date, Seller shall deliver to Buyer a copy of all surveys, site plans, plats, environmental reports, declarations and restrictions, engineering and soils reports, drainage plans, grading plans, and other documents pertaining to the Property in Seller's possession ("Seller's Documents").
- **4.** <u>Inspections.</u> Buyer shall have **one hundred twenty (120) days** after receipt of Seller's Documents and the Title Commitment, to perform all inspections of the Property, evaluate title and survey issues, conduct its due diligence, and enter into a lease with its intended tenant ("Inspection Period"). Buyer may terminate the Contract for any or no reason, by providing written notice to Seller prior to expiration of the Inspection Period, and Buyer shall receive return of the Deposit.
- 5. <u>Closing</u>. (a) This transaction shall close and exclusive possession of the Property shall be delivered to Buyer no later than **thirty (30) days** after expiration of Buyer's Inspection Period ("Closing"), subject to satisfaction of the "Additional Conditions" described below. **Buyer shall pay all costs associated with the closing and escrow, and Buyer shall pay the cost of recording the deed.** Each party shall pay its own attorney's fees. Closing shall occur at the Title Company.
- (b) Notwithstanding expiration of the Inspection Period, the date of Closing shall not occur prior to fifteen (15) days after satisfaction of the following "Additional Conditions": (i) the Property is zoned for Buyer's intended use, (ii) the Property is a separate tax parcel and has been platted and subdivided in accordance with applicable law, (iii) Buyer has received final city approval of its development plans and applications and has received its building permit, and (iv) there has been no material adverse change in the condition, title, or legal compliance of the Property. In the event the Additional Conditions are not satisfied within a reasonable time after the scheduled Closing date, Buyer may extend the Closing for up to ninety (90) days and thereafter terminate this Contract and receive its Deposit if such conditions are not satisfied.
- **6.** <u>Condition of Property</u>. The Property shall be sold "as-is" and "where-is." Provided, however, Seller represents and warrants to Buyer as follows: (a) Seller has no actual knowledge of any right, title, interest or claim by a third party to ownership, right of possession, option to purchase, right of first refusal, lease, adverse possession, encroachment, boundary dispute, or claim of equitable ownership, concerning the Property, (b) Seller has full right and authority to enter into this Contract and sell the Property, (c) Seller has no actual knowledge of any threatened or pending action by a governmental authority regarding zoning, rezoning, condemnation, or any other form of taking concerning any part of the Property, (d) Seller has no actual knowledge of any contamination or release of hazardous substances on, in, under or upon the Property, and (e) The Property has direct legal access to the adjacent public right of way.

- 7. <u>Title and Survey</u>. Within ten (10) days after the Effective Date, the Title Company shall deliver to Buyer a title insurance commitment (together with legible copies of all exception documents) ("Title Commitment") on behalf of Seller. The Title Commitment shall be for an ALTA extended owner's policy in a form acceptable to Buyer and shall commit to insure a marketable fee simple title in the Buyer upon the recording of the deed in the amount of the purchase price. Buyer shall have until expiration of the Inspection Period to notify Seller in writing of any objections to the title of the Property or to any survey obtained by Buyer. If any title objections are not cured by Seller before Closing, Buyer may, at its option, terminate this Contract upon written notice to Seller and the Deposit shall be returned to Buyer, or Buyer may waive the objections and proceed to Closing. Buyer shall pay the cost of the Title Commitment and the premium for an extended coverage ALTA owner's title insurance policy, and Buyer shall pay for any endorsements to the title policy.
- 8. <u>Closing Documents</u>. On or before the Closing Date, Seller shall execute and deliver to the Title Company (a) a warranty deed to Buyer, (b) a bill of sale and assignment of all personal property, signage, intangibles, and warranties associated with the Property, if any, and (c) all other documents and funds reasonably necessary to complete the closing as required by Buyer or the Title Company, including, without limitation, any access easements and use restrictions required by Buyer. The deed shall convey to Buyer marketable fee simple title to the Property subject only to encumbrances approved or waived by Buyer. Seller shall place Buyer in exclusive possession of the Property at Closing. Buyer shall not be required to close unless the Title Company commits to issue to Buyer an ALTA Owner's Policy dated as of the date of recording in the amount of the purchase price insuring Buyer's title in a manner required by Buyer.
- **9.** <u>Prorations</u>. All taxes and assessments accruing from the Property shall be prorated at Closing. Seller shall pay all taxes, assessments, utilities and other charges which accrue prior to and including the date of Closing. Buyer shall pay all taxes, assessments, utilities and other charges which accrue from the Property after Closing. The parties agree to use good faith in negotiating the prorations and allocations on the closing statement using their best efforts to accurately allocate expenses from the Property as of Closing.
- **10.** <u>Casualty/Condemnation</u>. All risk of loss shall be borne by Seller until Closing. Seller agrees to give Buyer prompt notice of any fire or other casualty affecting the Property between the date hereof and Closing or of any actual or threatened taking or condemnation of all or any portion of the Property. If prior to the Closing there shall occur any such damage, taking or condemnation, then in any such event, Buyer may at its option terminate this Contract by notice to Seller within twenty (20) days after Buyer has received the notice referred to above or at the Closing, whichever is earlier, and the Deposit shall be returned to Buyer. If Buyer does not so elect to terminate this Contract, then the Closing shall take place as provided herein without abatement of the purchase price, and there shall be assigned to Buyer at the Closing all of Seller's interest in and to all insurance proceeds or condemnation award.
- **11.** <u>Default and Remedies</u>. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies:
- (a) If Seller defaults, Buyer may (i) sue to specifically enforce this Contract, or (ii) terminate this Contract by written notice to Seller and receive its Deposit as liquidated damages (the parties agree that it would be difficult to ascertain the extent of actual damages suffered by Buyer and that the Deposit represents as fair an approximation of such actual damages as the parties can now determine). If Buyer terminates this Contract due to Seller's default, Buyer may recover from Seller all of Buyer's reasonable and actual out-of-pocket expenses incurred in connection with Buyer's inspections and due diligence.
- (b) If Buyer defaults, Seller may terminate this Contract by written notice to Buyer and retain the Deposit as liquidated damages as Seller's sole remedy (the parties agree that it would be difficult to ascertain the extent of actual damages caused by Buyer's breach and that the Deposit represents as fair an approximation of such actual damages as the parties can now determine).
- (c) In the event either party files a lawsuit to enforce this Contract, the prevailing party in any lawsuit may collect any attorney's fees and expenses from the non-prevailing party arising out of the enforcement of this Contract.

- **12.** <u>Miscellaneous</u>. The parties acknowledge and agree that the following terms and conditions are a material part of this Contract:
- (a) In the event either party is required to provide notice to the other party, such notice shall be either by (i) hand-delivery, (ii) facsimile (if the confirmation sheet is retained as proof of delivery) or email with follow up by regular mail, (iii) regular mail, certified mail, return receipt requested, or (iv) overnight delivery service. Notice shall be deemed given when received if by fax, email, hand delivery, certified mail, or overnight mail, and shall be deemed given when deposited in the United States Mail if by regular mail. Notice shall be sent to the following addresses:

To Seller: City of Pittsburg, Kansas

Attn: Mr. Quentin Holmes

Email:

Email: Phone:

To Buyer: Colby 2021, LLC

Attn: Mr. Tyler S. Oliver

13356 Metcalf

Overland Park, Kansas 66213

Fax: (913) 738-9101

Email: tyler@colbycapital.com

- (b) This Contract shall be governed by the laws of the State of Kansas.
- (c) Buyer, its agents, employees, or representatives, are hereby granted the right to immediately enter on all or any portion of the Property for the purpose of making any structural, mechanical, engineering, geological, ecological, environmental, soil, surveying, or other work as may be necessary or appropriate for the inspection of the Property or the preparation of any plans, surveys, reports and applications for the use and operation thereof. Buyer agrees to indemnify and hold Seller harmless for all liabilities, damages and claims arising out of injury to persons or property as a result of Buyer's inspection.
- (d) Buyer may assign its rights under this Contract to any entity in which Tyler S. Oliver has an interest without the Seller's prior written consent.
- (e) There are no oral agreements, understanding, representations or promises made by either party which modify, contradict or supersede this Contract. This Contract and the exhibits attached hereto constitute the entire agreement of the parties concerning the Property and may be modified only by a written agreement signed by both parties.
- (f) There are no third party consents or approvals necessary to be obtained by Seller in order to comply with this Contract. In the event any Seller is married at Closing, such Seller shall cause its spouse to execute the deed or such other waiver or consent as the Title Company or Buyer requires.
- (g) There are no brokers or agents entitled to a fee or commission, except for Focus Real Estate Company, LLC ("Buyer's Agent"). Buyer's Agent shall receive a commission equal to **3% of the Purchase Price** to be paid by Seller at Closing. Each party agrees to indemnify and hold the other party harmless for any other claim for fees or commissions claimed by any broker, agent or other third parties through the indemnifying party. **Seller acknowledges that a principal of Buyer is a licensed real estate agent or broker.**

IN WITNESS WHEREOF, the parties have set their hands on the dates shown below.

City of Pittsburg, Kansas	Colby 2021, LLC	
By	Ву	
Name	Tyler S. Olive	r, Manager
Title		
Date: . 2021	Date:	_, 2021
Date. ZUZ I		

EXHIBIT A

(Property)





Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: July 7, 2021

SUBJECT: June 13, 2021 Agenda Item

Scannell Properties purchase agreement

Scannell Properties, LLC, a privately owned real estate development and investment company focusing on build-to-suit and speculative development projects throughout the United States, Canada and Europe, has requested to purchase 40 acres in the City's airport industrial park as part of an evolving economic development project.

The property has been appraised at \$5,000 per acre. The proposed real estate purchase agreement would entail Scannell Properties providing \$35,000 in earnest money and would give the company 120 days to exercise its right to proceed with the purchase at a price of \$5,000 per acre. The agreement allows for two 60 day extensions, upon which Scannell Properties would pay an additional \$10,000 in earnest money for each extension. This will allow Scannell Properties to perform its due diligence measures at the site. Should Scannell Properties elect not to close on the sale of the property, this earnest money will be returned to the company.

The EDAC reviewed the purchase agreement at its July 7, 2021, meeting and voted unanimously to recommend approval.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 13, 2021. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is entered into and made effective as of the Effective Date (as defined below), by and between THE CITY OF PITTSBURG, KANSAS ("Seller") and SCANNELL PROPERTIES, LLC, an Indiana limited liability company, or its assignee ("Buyer"), who acknowledge that the following recitals are a material part of this Agreement:

RECITALS:

- **A.** Seller is the owner, in fee simple, of a parcel of real estate containing approximately 40 acres of land, including all water and mineral rights and appurtenances, and any Improvements (as defined below) located thereon, located at 3340 Airport Drive, in the Town of Pittsburg in Crawford County, Kansas, and as more particularly described and depicted on the attached **Exhibit A** (collectively, the "Property");
 - **B.** Buyer desires to purchase the Property and Seller desires to sell the Property.
- **NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller (each a "Party", and collectively, the "Parties") agree as follows:
- 1. <u>Purchase and Sale</u>. Seller agrees to sell, and Buyer agrees to purchase the Property for the price and subject to the terms and conditions hereinafter set forth.
- **2.** <u>Purchase Price</u>. The purchase price for the Property (the "<u>Purchase Price</u>") shall be determined by multiplying the number of Net Acres (as defined below) by Five Thousand and No/100 Dollars (\$5,000.00).
- 3. Payment of Purchase Price. Within three (3) Business Days after the Effective Date, Buyer shall deposit with First American Title Insurance Company, c/o Steven I. Zellinger, 30 North LaSalle Street, Suite 2700, Chicago, Illinois 60602, szellinger@firstam.com, (312) 917-7257 (the "Title Company") an earnest money deposit in the amount of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) (the "Deposit"). In addition, if Buyer exercises its right to extend the Satisfaction Date (as defined in Section 4), Buyer shall deposit an additional sum of Ten Thousand and No/100 Dollars (\$10,000.00) with the Title Company for each Extension (as defined in Section 4) (with each such additional deposit being referred to as an "Additional Deposit"). The Deposit and any Additional Deposits (if applicable) shall be collectively referred to herein as the "Earnest Money". The Earnest Money shall be held, applied, returned, or retained in accordance with the terms of this Agreement and shall be deposited with the Title Company pursuant to the terms of a separate escrow agreement, substantially in the specimen form attached hereto as Exhibit B, which shall be executed by Buyer, Seller, and the Title Company. The Earnest Money shall be invested by the Title Company as directed by Buyer, and the Earnest Money and all interest thereon shall be applied as a credit to the Purchase Price, or if the Closing (as defined below) does not occur, credited to the Party that is entitled to receive the Earnest Money pursuant to the terms of this Agreement. The remainder of the Purchase Price, plus or minus any prorations and adjustments made pursuant to this Agreement, shall be deposited by Buyer with the Title Company in immediately available funds, for payment to Seller at Closing.
- 4. <u>Buyer's Due Diligence</u>. Beginning on the Effective Date and continuing until the date that is one hundred twenty (120) days after the Effective Date (the "<u>Initial Satisfaction Date</u>"), Buyer shall be entitled to perform Buyer's due diligence on the Property, as provided in this Section 4.

- (a) <u>Extensions</u>. Buyer shall have a unilateral right to extend the Satisfaction Date for two (2) additional and consecutive periods of sixty (60) days each (each an "<u>Extension</u>"), by providing written notice to Seller at any time on or prior to five (5) days prior to the Initial Satisfaction Date (for the first Extension), or at any time on or prior to five (5) days prior to the expiration of the then applicable Extension (for the next Extension). The Initial Satisfaction Date, as it may be extended by any and all Extensions, shall be referred to herein as the "<u>Satisfaction</u> Date".
- **(b)** <u>Termination</u>. Buyer may terminate this Agreement for any or no reason, in Buyer's sole discretion, at any time on or prior to the Satisfaction Date by providing written notice to Seller with a copy to the Title Company (a "<u>Termination Notice</u>"). If Buyer timely delivers a Termination Notice to Seller, then this Agreement will terminate, the Deposit (less the Independent Consideration) will be returned to Buyer, and neither Party shall have any further rights or liability to the other Party, except as otherwise expressly provided in this Agreement. If Buyer exercises its rights to an Extension, and then delivers a Termination Notice (or is deemed to have timely delivered a Termination Notice) on or prior to the Satisfaction Date, then any Additional Deposits will be delivered to Seller (subject to <u>Sections 5, 9, and 17(b)</u>).
- (c) <u>Approval Notice</u>. If Buyer determines that the Conditions are satisfied, in Buyer's sole discretion, at any time on or prior to the Satisfaction Date, then Buyer may decide to waive its additional time up to the Satisfaction Date and proceed to Closing by providing written notice to Seller with a copy to the Title Company (an "<u>Approval Notice</u>"). If Buyer **does not** timely deliver an Approval Notice to Seller, then this Agreement will automatically terminate without the need for any notice, the Deposit (less the Independent Consideration) will be returned to Buyer, any Additional Deposits (if applicable) will be delivered to Seller (subject to <u>Sections 5, 9, and 17(b)</u>), and neither Party shall have any further rights or liability to the other Party, except as otherwise expressly provided in this Agreement. If Buyer **does** timely deliver (or is deemed to have timely delivered) an Approval Notice, then the Earnest Money shall become non-refundable in favor of Seller (subject to <u>Sections 5, 9, and 17(b)</u>), but shall remain applicable to the Purchase Price.
- **(d)** <u>Conditions</u>. The conditions to be satisfied by Buyer, in Buyer's sole discretion, include but are not limited to the following (collectively, the "<u>Conditions</u>"):
 - (i) Buyer shall have received and approved the Title Commitment and Survey (each as defined below) as required under this Agreement, respectively.
 - (ii) Buyer shall have determined that the Property is suitably zoned to a zoning classification compatible with Buyer's intended development/use of the Property with all necessary classifications, variances, permissions, exceptions, conditional uses, annexation, and other approvals having been obtained from all applicable governmental agencies, on terms acceptable to Buyer, and such approvals being final, non-appealable and in full force and effect. In the event Buyer determines that it requires any approvals, consents, or other documentation with respect to the zoning of the Property (including but not limited to annexation, rezoning, exception, variance, or a special use permit) to permit Buyer's intended use of the Property, Buyer shall have the right, at Buyer's expense, to file such petitions for such approvals as Buyer deems necessary or appropriate. In such a case, Seller agrees to promptly execute all consents and other documents necessary for the filing of such petitions and obtaining the appropriate governmental approvals.
 - (iii) Buyer shall have determined that the Property is suitably subdivided and is a separate tax parcel, with all subdivision approvals having been obtained from all

applicable governmental agencies, on terms acceptable to Buyer, and such approvals being final, non-appealable and in full force and effect. In the event that the Property is not subdivided or is not a separate tax parcel, and governmental approvals, consents, or other documentation with respect to the subdivision of the Property are required in order to permit the conveyance of the Property by Seller and/or in order to permit the intended development/use, Seller shall, at Seller's expense, file such plats and petitions for subdivision approvals as are necessary or appropriate; provided, however, that no final subdivision plat shall be filed or recorded in the public records by Seller prior to the Closing for the Property without Buyer's prior written approval. In such a case, Buyer agrees that it shall promptly execute all necessary consents and other documents necessary for the filing of subdivision plats and/or petitions and obtaining the appropriate governmental approvals. For purposes of this Agreement, the term "subdivision" shall include such lot splits or consolidations as determined necessary by Buyer.

- (iv) Buyer shall have determined that the Property is suitable in all respects and all site plan approvals, permits, consents, approvals, and other things required or desired by Buyer to be obtained from all federal, state, and local governmental, municipal, public, and other authorities, bodies, and agencies, including but not limited to environmental approvals, as well as under any covenants, conditions, restrictions, or easements applicable to the Property and Buyer's intended development/use thereof, either have been obtained and remain in full force and effect or will be obtainable by Buyer, in either case on terms acceptable to Buyer.
- (v) Buyer shall have determined that the appropriate utilities, including but not limited to, gas, electricity, water, sanitary sewer, storm sewer, telephone, internet, and other telecommunication utilities, are available at the Property line, in such capacities and in such locations as are satisfactory to Buyer. If such utilities are not available at the Property line in such capacities as will permit Buyer to use the Property for its intended development/use, Buyer shall have determined that such utility infrastructures are available, in sufficient capacities, to be extended by Buyer through perpetual easements that benefit the Property or through public rights-of-way, that will permit Buyer to extend such utilities to the Property, all at Buyer's expense.
- (vi) Buyer shall have determined that the Property has free, unrestricted, and direct legal rights of access and ingress and egress to one or more public roads or highways, with access drives and curb cuts to such specifications and in such number and at such locations as deemed necessary or desirable by Buyer. This also includes all necessary approvals from the Kansas Department of Transportation for such access points.
- (vii) Buyer shall have received such environmental site assessments, archaeological or hydrological studies, and geotechnical reports, which may include a delineation of any wetlands on the Property, and any other information that Buyer deems relevant to its intended development/use of the Property, all of which shall be acceptable to Buyer.
- (viii) Buyer shall have determined that any and all improvements, structures, facilities, and fixtures on the Property (which, if any, are collectively referred to herein as the "Improvements") are located entirely within the bounds of the Property and that there are no encroachments upon the Property by improvements or appurtenances on any property adjacent to the Property.

- (ix) Buyer shall have determined that the Property is not a protected habitat for any endangered or protected species of plant, animal, or other living organism.
- (x) Buyer shall have determined that the Property is not located within any area of special flood hazard and that flood insurance will not be required for any improvements that may be developed by Buyer on the Property. Buyer shall have determined that: (A) Buyer can develop a feasible site plan for its intended development/use; and (B) the acquisition and development of the Property presents a viable economic opportunity.
- (xi) Buyer shall have obtained financing acceptable to Buyer for Buyer's acquisition of, and/or construction of improvements on, the Property.
- (xii) Buyer shall have entered into a memorandum of understanding with or received other adequate assurances from the applicable governmental agency confirming that tax increment financing, tax abatement, or other similar incentives are available for improvements to be developed on the Property. In the event that Buyer seeks any such incentives, Buyer shall have the right, at Buyer's expense, to file such petitions for such incentives as Buyer deems necessary or appropriate. In such a case, Seller agrees to execute all necessary consents and other documents necessary for the filing of such petitions and obtaining the appropriate governmental incentives.
- (xiii) Buyer shall have procured an executed lease or leases for the Property from one or more commercial tenants, on terms acceptable to Buyer.
- (xiv) Seller shall have terminated any existing leases pertaining to the use and occupancy and/or farming activities in and/or upon the Property.
- (xv) Buyer shall have determined that all desired endorsements are available to be issued as part of the Title Policy (as defined below).
- (xvi) There shall be no material adverse change in the condition of, or affecting, the Property (except to the extent caused by Buyer) between the Effective Date and the Satisfaction Date.
- (xvii) Buyer shall have determined that any and all other reasonable due diligence items which are customary to projects similar to Buyer's intended development/use of the Property are satisfactory to Buyer.
- **Seller Cooperation**. Seller agrees to reasonably cooperate with Buyer, including promptly furnishing Buyer with all necessary information, and promptly executing such applications and other documents as may be required, in connection with Buyer's satisfaction of Buyer's due diligence and the Conditions, all at no cost to Seller. Furthermore, Seller shall, upon Buyer's reasonable request, attend and support Buyer in any meetings or hearings of administrative officials, utility service providers and legislative bodies necessary to obtain such permits and approvals as described in this Section 4. Seller authorizes and hereby confirms that _______ I shall be the authorized representative of Seller, acting individually, to execute any such application or other documents for and on behalf of Seller, in connection with the foregoing. Buyer may, without seeking Seller's approval hereunder, make typical inquiries made as part of performing a Phase I and/or Phase II environmental audit, as well as typical due diligence inquiries of a municipality with respect to taxes, zoning and land use (including permit status).

(f) Access. At any time after the Effective Date, Buyer and its agents shall have the right and license to enter upon the Property and make and conduct any and all tests and inspections that Buyer deems necessary and/or appropriate in connection with Buyer's satisfaction of Buyer's due diligence and the Conditions; provided, however, that Buyer shall promptly repair any damage to the Property resulting from the entry of Buyer or its agents (however, if any tree clearing is required to perform certain inspections permitted pursuant to this Agreement, Buyer's restoration obligations shall not require tree replacement or hauling of any cleared trees or shrubs from the Property), and further provided that in no event shall Buyer be liable for the discovery of any pre-existing condition at the Property or any resulting diminution in value of the Property. All such tests shall be at Buyer's cost and expense.

5. <u>Title</u>.

- Title Commitment; Title Policy. Buyer shall procure a commitment for an (a) owner's policy of title insurance (the "Title Commitment") issued by the Title Company on the ALTA 2006 Owner's Policy form (or other form acceptable to Buyer) with Extended Coverage, in which the Title Company shall agree to insure, for the full amount of the Purchase Price, merchantable fee simple title to the Property in the name of Buyer, free from the Schedule B standard printed exceptions and all other title exceptions except those title exceptions which are acceptable to Buyer, in its sole discretion (the "Permitted Exceptions"), after delivery of the Deed (as defined below) to Buyer from Seller. The Title Commitment shall cover and include any easements and other rights appurtenant to the Property. The Title Commitment shall have attached thereto complete, legible copies of all instruments noted as exceptions thereto. At Buyer's option, the Title Commitment shall be updated prior to the Closing to reflect the state of title not more than ten (10) days prior to the Closing. Buyer shall pay any and all costs and expenses related to the title insurance, including all search fees, closing fees, and the premium for the owner's title insurance policy and any endorsements requested by Buyer (collectively, the "Title Policy") issued pursuant to the Title Commitment. At Buyer's request, the Title Policy shall include, to the extent available under applicable law: (i) a zoning endorsement in a form acceptable to Buyer; (ii) an access endorsement to affirmatively insure access to and from the Property; (iii) a utilities endorsement to affirmatively insure that the Property has access to and is serviced by applicable, specified utility services; (iv) affirmative coverage of and for any appurtenant easements; (v) a contiguity endorsement, if the Property is comprised of two or more parcels; and (vi) any other title endorsements reasonably requested by Buyer or Buyer's lender.
- **(b) Title Defects**. If: (i) the Title Commitment reflects any exceptions to title which are not acceptable to Buyer, in Buyer's sole discretion; (ii) the Survey discloses any state of fact not acceptable to Buyer, in Buyer's sole discretion; or (iii) at any time prior to the Closing, title to the Property is encumbered by any exception to title not acceptable to Buyer, in Buyer's sole discretion (with any such exception or unacceptable state of fact being referred to herein as a "Title Defect"); then Buyer may, on or before the Satisfaction Date (or, in the case of a Title Defect not disclosed by the Title Commitment prior to the Satisfaction Date, within fifteen (15) days after Buyer receives notice of such Title Defect), provide Seller with written notice of such Title Defect. Seller shall have the right, but not the obligation (except as specifically set forth below), during the thirty (30) day period after receipt of such notice, but not later than the Closing, to remove such Title Defect or obtain affirmative title insurance coverage acceptable to Buyer, insuring and defending Buyer against any loss, cost, or expense arising out of or related to such Title Defect ("Affirmative Coverage"). If Seller elects to do so, then on or before the Closing Date (as defined below), Seller shall: (xi) provide Buyer with reasonable evidence of such removal; or (xii) provide reasonable evidence that such Title Defect will be removed or that such Affirmative Coverage will

be obtained. Notwithstanding anything contained herein to the contrary, Seller shall be obligated to expend whatever sums are required to cure or obtain Affirmative Coverage for the following Title Defects prior to, or at, the Closing:

- (i) All mortgages, security deeds, liens, or other security instruments encumbering the Property (which are not the result of acts or omissions of Buyer);
- (ii) Judgments against Seller (which are not the result of acts or omissions of Buyer) which have attached to and become a lien against the Property;
- (iii) All past due *ad valorem* taxes and assessments of any kind, which constitute a lien against the Property; and
- (iv) All past due (or currently due) assessments or fees of any kind related to any easement, declaration, covenants, or similar encumbrance affecting the Property.

Seller shall have the right, if reasonably necessary, to extend the Closing Date, for a period not to exceed twenty (20) days in order to cure or obtain Affirmative Coverage for any Title Defect. In the event Seller is unable or unwilling to cure or obtain Affirmative Coverage for any Title Defect within the time periods set forth above, Buyer shall have the option to either: (i) waive any such Title Defect and proceed to Closing; or (ii) terminate this Agreement and receive a full refund of the Earnest Money, in which case neither Party shall have any further rights or liability to the other Party, except as otherwise expressly provided in this Agreement.

- (c) <u>Closing Protection</u>. If this transaction is to be closed through a local agent of the Title Company, then as a condition to Closing, Buyer shall be entitled to receive a closing protection letter issued by the Title Company, covering its local agent, in a form reasonably acceptable to Buyer.
- 6. Survey. Buyer, at its expense, may procure an ALTA/NSPS survey of the Property (the "Survey") prepared by a registered land surveyor satisfactory to Buyer. The Survey shall: (i) contain such Table A items as may be requested by Buyer; (ii) have one perimeter legal description of the Property; (iii) show all easements, rights-of-way, set-back lines, encroachments and other matters affecting the use or development of the Property; (iv) disclose on the face thereof the gross acreage of the Property and the number of Net Acres (as hereinafter defined) included in the Property; (v) contain such other matters as are required for the Title Company to delete the standard exceptions on Schedule B to the Title Commitment; (vi) show the location of any and all Improvements; and (vii) be certified to Seller, Buyer, the Title Company, and Buyer's lender (if any). For purposes of this Agreement, the term "Net Acres" shall mean the gross acreage of the Property, rounded to the nearest one hundredth of an acre, less any portions of the Property that are: (a) located within any publicly dedicated road rights-of-way; (b) located within the boundaries of any roadway or slope easement encumbering the Property; (c) located within any designated wetland areas or waters of jurisdiction, including regulated buffer areas; (d) occupied by any drainage or similar improvements; or (e) located within the boundaries of any pipeline or other easement which prevents and/or prohibits any development of any improvements on, over, across or through such easement area.
- 7. <u>Cooperation of Seller and Property Information</u>. Seller shall assist Buyer and its representatives, whenever reasonably requested by Buyer, in obtaining information about the Property. Within ten (10) days after the Effective Date, Seller shall, at Seller's expense, deliver to Buyer true, correct and complete copies of the following documents and/or information, to the extent that such documents and/or information are within Seller's custody or control (collectively, the "Seller Information"): (i) copies of all current or most recent available real estate tax bills applicable to each parcel of the Property; (ii) any

utility bills pertaining to the Property; (iii) any plans or specifications pertaining to any Improvements on the Property; (iv) any warranties and/or service contracts pertaining to any Improvements on the Property; (v) any existing surveys, geotechnical reports, maps, or other reports pertaining to the physical condition of the Property, including, without limitation, structural reports, maintenance reports, environmental reports (the "Environmental Reports"), soils reports, wetlands delineation, and similar tests or inspection reports; (vi) any permits or approvals pertaining to the Property; (vii) any environmental impact reports, zoning commitments, declarations, or similar development restrictions and/or approvals; (viii) any existing title insurance commitments or policies; (ix) any management, service, and maintenance contracts, or any leases, relating to the Property, including any amendments thereto; (x) any unrecorded covenant, condition, and/or restriction that encumbers the Property; (xi) any legal notice received by Seller in the last two (2) years which affects the Property; and (xii) a litigation list disclosing all actions, suits, and legal or administrative proceedings affecting the Property. Additionally, within ten (10) days after the Effective Date, Seller shall, at no cost to Buyer, complete to Seller's actual knowledge and deliver to Buyer the Environmental Site Assessment Owner's Disclosure (the "ESA") in the form attached hereto as Exhibit C. The ESA is a statement of conditions and information concerning the Property made to the actual knowledge of Seller on the date it is completed, and is not a guaranty or warranty of any kind by Seller. The ESA is not a substitute for any inspections or tests, and Buyer is solely responsible for obtaining its own independent professional investigations to determine the condition of the Property.

- 8. Taxes and Assessments. The records of the Crawford County Auditor and/or Treasurer reflect that the Property currently consists of all of Parcel No. 0191911200000001000 (40 acres). Copies of the Crawford County Auditor's and/or Treasurer's records for the above parcel(s) have been or will be provided by Seller to Buyer promptly after the Effective Date. At the Closing, Seller will pay all real estate taxes and assessments that are due and payable. All such real estate taxes and assessments for the year of the Closing shall be prorated between Seller and Buyer as of the Closing Date on a tax fiscal year basis, using the most recent tax and assessment records available, with Seller being responsible for any and all such real estate taxes and assessments that accrued for or with respect to the period of time up to the Closing Date, and Buyer being responsible for all such real estate taxes and assessments that accrue for or with respect to the period of time from and after the Closing Date. At the Closing, Buyer shall receive a credit on the Settlement Statement (as defined below) for those real estate taxes and assessments allocated to Seller for the period from January 1 of the year in which the Closing occurs up to (but not including) the Closing Date and Seller shall not be further liable for such real estate taxes and assessments. Seller will retain sole responsibility for and with respect to all personal property taxes, if any, due and payable with respect to any personal property owned by Seller and/or used in connection with the Property except such personal property that is to be transferred and conveyed hereunder to Buyer, if any, in which case the personal property taxes attributable to such personal property being transferred and conveyed hereunder to Buyer shall be prorated in the same manner as real estate taxes and any assessments are to be prorated, as provided above. Notwithstanding any other provision of this Agreement to the contrary, Seller shall be responsible for the amount of any agricultural rollback taxes, or similar taxes imposed as the result of any change from the existing use of the Property, and shall indemnify Buyer against liability for any such taxes. The provisions of this Section 8 shall survive Closing.
- 9. <u>Insurance, Condemnation and Risk of Loss</u>. Seller's insurance on the Property shall be cancelled as of the Closing Date and no proration shall be made for insurance premiums at Closing. In the event that, prior to Closing, all or any portion of the Property, any interests therein, or any rights appurtenant thereto, are: (a) damaged or destroyed by any fire or other casualty; or (b) taken or appropriated (either permanently or temporarily) under the power of eminent domain or condemnation by any authority having such power, or by virtue of any actions or proceedings in lieu thereof, or if any notice or threat of such taking or appropriation has been given or is pending at the Closing (each, a "Casualty/Taking Event"), and Buyer determines in its sole discretion that such Casualty/Taking Event will adversely impact Buyer's intended development/use of the Property, then Buyer, at its option, may either: (i) terminate this Agreement

by providing written notice to Seller, in which event the Title Company shall immediately refund the Earnest Money to Buyer and neither Party shall have any further rights or liability to the other Party, except as otherwise expressly provided in this Agreement; or (ii) elect to proceed with Closing, in which event the Purchase Price shall be reduced by an amount equal to any sums previously paid or then payable to Seller by the insurance carrier (plus an amount equal to the amount of the deductible feature of Seller's insurance policy) or by the condemning authority, by reason of any such Casualty/Taking Event, and Seller shall transfer and assign to Buyer at Closing any and all further insurance or condemnation proceeds, claims, demands, actions, and choses in action which may exist by virtue of such Casualty/Taking Event; provided, however, that until the earlier of: (y) the Closing Date; or (z) termination of this Agreement; Seller shall not make any voluntary settlement or agreement regarding any Casualty/Taking Event with any insurance carrier or any condemning authority, without first obtaining Buyer's written consent to such settlement or agreement. Seller agrees to promptly provide Buyer with all information and documents related to such Casualty/Taking Event upon Seller's receipt thereof. Notwithstanding anything contained in this Agreement to the contrary, in the event of a Casualty/Taking Event, the Satisfaction Date shall automatically (without notice) be extended to the date that is thirty (30) days after Buyer's written receipt of information about such Casualty/Taking Event, sufficient to allow Buyer to determine: (A) the location of the portion(s) of the Property affected; and (B) the amount of proceeds of any insurance award or the offer price to be paid by the condemning authority for such portion(s) of the Property.

- Closing. The closing of the purchase and sale of the Property (the "Closing") shall occur remotely by transmission of electronic signatures to the Title Company, upon a date (the "Closing Date") that is specified by Buyer in the Approval Notice, but in any event within thirty (30) days after Buyer's delivery of an Approval Notice, unless otherwise agreed by Seller and Buyer. Any and all documentary stamps, transfer taxes, or conveyance fees due and payable upon the transfer of title contemplated herein shall be the responsibility of and shall be paid by Seller. If desired by Buyer, Seller shall cooperate (at no cost to Seller) with Buyer and the Title Company to allocate the premium for the Title Policy across multiple policies that collectively insure the entirety of the Property. Seller shall pay for preparation of the Deed, and Buyer shall pay for the recording charges of the Deed. All Closing costs and prorations shall be as provided in this Agreement, or in the absence of such provision, allocated according to the local custom in Crawford County, Kansas. All prorations shall be final.
- Closing Documents. At the Closing, Seller shall duly execute, notarize as applicable and 11. deliver to Buyer: (a) a general warranty deed in recordable form conveying fee simple title to the Property to Buyer, subject only to the Permitted Exceptions listed on the Title Policy and otherwise free and clear of all liens and encumbrances except such as have been approved in writing by Buyer (the "Deed"); (b) any and all applicable transfer tax declarations or other transfer or sale disclosure statements required by applicable law; (c) a title/vendor's/owner's affidavit in a form satisfactory to the Title Company, suitable to permit the Title Company to delete the standard, pre-printed exceptions (identified in the Title Commitment) from the Title Policy, and shall include "gap" indemnity language; (d) a certification of non-foreign status pursuant to Section 1445(b)(2) of the Internal Revenue Code, as amended (the "Code"); (e) an IRS Form 1099-S Disclosure Statement (if required under the Code); (f) an assignment, in a form satisfactory to Buyer, of any and all leases, contracts, and/or service agreements, if any, pertaining to the Property which Buyer has agreed to assume; (g) a closing or settlement statement prepared by the Title Company (the "Settlement Statement"); (h) an assignment of any warranties pertaining to any Improvements located on the Property; (i) appropriate (as determined by the Title Company) authority documentation authorizing the execution, delivery and performance by Seller of this Agreement and the documents required by this Section 11; (i) a certificate reaffirming as of the Closing Date the accuracy of all of Seller's representations and warranties contained in this Agreement; and (k) such other instruments, certificates, or affidavits as may be provided herein or as Buyer or Title Company may reasonably request to effectuate the transaction contemplated by this Agreement. In the event Buyer or the Title Company requests, Seller agrees to execute and deliver a quitclaim deed (without any warranty or representation) to Buyer for any new Survey legal

description of the Property, to the extent it varies from the Property legal description contained on Exhibit A hereto. At the Closing, Buyer shall duly execute, notarize as applicable and deliver to Seller: (i) the balance of the Purchase Price by federal wire transfer (subject to adjustment and proration as provided herein); (ii) counterparts to any of the Seller deliverables described above that require Buyer's signature, including without limitation the Settlement Statement and any transfer tax returns or certificates; and (iii) any other documents reasonably required by this Agreement or the Title Company to be delivered by Buyer or reasonably necessary to implement and effectuate the Closing hereunder.

- 12. <u>Possession</u>. Sole and actual possession of the Property shall be delivered to Buyer on the Closing Date in the same condition as it is on the Effective Date, ordinary wear and tear excepted and subject to <u>Section 9</u>, free and clear of any rights or claims of any other party, except as provided herein.
- 13. <u>Rights and Obligations</u>. The rights and obligations of Seller and Buyer herein contained shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. If this Agreement is executed by more than one party for Buyer or Seller, as the case may be, the obligations, covenants, representations, warranties and indemnities of such persons or entities shall be joint and several.
- 14. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered: (a) in person; (b) by certified or registered first class prepaid U.S. Mail, return receipt requested; (c) prepaid by nationally-recognized overnight courier service such as FedEx; or (d) via email, to Seller or Buyer at their respective addresses set forth below, or at such other addresses, notice of which shall previously have been given to the other Party in accordance with this Section 14. Such notices shall be deemed given when: (i) personally delivered; (ii) deposited in the mail or with such courier service; or (iii) sent to the receiving party via email, as applicable. In the event notice is provided pursuant to subsection (d) above, the Party providing such notice shall also provide courtesy copies of such notice to the receiving Party by any means provided under subsections (a) through (c) above within two (2) Business Days thereafter.

Seller:	City of Pittsburg, Kansas 201 West 4 th Street Pittsburg, KS 66762 Attn: Tammy Nagel, Pittsburg City Clerk
	E-Mail:
with a courtesy copy to:	
	E-Mail:
Buyer:	Scannell Properties, LLC 8801 River Crossing Blvd., Suite 300 Indianapolis, IN 46240 Attn: Ellie Gonso E-mail: Ellieg@scannellproperties.com

15. Representations and Warranties.

- (a) <u>Seller Representations, Warranties, and Covenants</u>. Seller hereby represents and warrants to Buyer, as of the Effective Date and as of the Closing Date, and covenants and agrees as follows:
 - (i) The execution, delivery and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of any law, governmental rule, regulations, judgment, decree, or order by which Seller is bound, or by any of the provisions of any contract to which Seller is bound, or by the organic agreements establishing and regulating Seller's business affairs.
 - (ii) Seller has full power and authority to enter into this Agreement and to assume and perform all of its obligations under this Agreement, all consents and approvals necessary therefor have been obtained, and the person executing this Agreement on its behalf has been duly authorized and is empowered to bind Seller to this Agreement. If any Seller is an individual, such Seller Party represents and warrants that he or she shall take such steps as are necessary to convey his or her interest in the Property free and clear of all marital or homestead rights of his or her spouse. At no time prior to the Closing shall Seller be rendered insolvent (as defined by the United States Bankruptcy Code [11 U.S.C. Section 101 *et seq.*]) or other applicable bankruptcy or insolvency laws such that Seller shall be unable to perform hereunder.
 - Seller is the legal and equitable owner of fee simple title to the Property and has the right to convey such fee simple title by the Deed to Buyer on the Closing Date, free and clear of all options, rights, covenants, easements, liens, and other rights in favor of third parties, other than the Permitted Exceptions, or as agreed by Buyer in writing. Seller is not in default in complying with the terms and conditions of any of the covenants, conditions, restrictions or easements constituting Permitted Exceptions. disclosed in the Seller Information, the Property is not subject to any: (A) outstanding agreements of sale, options, liens, or other rights of third parties to acquire any interest(s) therein; (B) ground leases or other leases or tenancies, including but not limited to equipment or signage leases, or other agreements relating to the ownership or use of the Property; (C) real estate, management, supply, promotional, operating, maintenance, security, or other service contracts; (D) any unrecorded declarations of covenants, conditions and restrictions, or similar encumbrances; or (E) other encumbrances other than the Permitted Exceptions. Seller shall not encumber or allow the Property to be encumbered by any of the foregoing without Buyer's prior written consent, which consent may be granted or withheld in Buyer's sole discretion. Seller shall not take any action which would result in a violation of applicable laws, including without limitation Environmental Laws; nor shall Seller sell, transfer, or distribute all or any portion of the Property (or the membership interest, ownership, or stock of the Seller entity) to a third party, in each case without Buyer's prior written consent, which consent may be granted or withheld in Buyer's sole discretion. Seller shall not enter into any lease, management contract, brokerage agreement, construction contract or service contract for the Property or any portion thereof, or any amendments or modifications to any such existing agreements, in each case without Buyer's prior written consent, nor will Seller solicit or accept any offers to purchase the Property. Seller shall not request or process any request to change the zoning of the Property or any subdivision map affecting the Property or amend or modify any other entitlements or development standards applicable to the Property. Seller shall operate and manage the Property in the ordinary course and consistent with Seller's

past practices, maintain all insurance policies (or substantially equivalent replacement policies) currently maintained by Seller for the Property, if any, and pay promptly when due all city, state and county *ad valorem* taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property, and pay or cause to be paid all expenses incurred in the use, occupancy and operation of the Property.

- (iv) Except as disclosed in the Seller Information, Seller does not hold any approvals, licenses, certificates, or permits to own, operate, use and/or maintain the Property, nor is Seller aware that any such approvals, licenses, certificates, or permits, are necessary for Seller's current use of the Property.
- (v) No work has been done on the Property, or materials or utilities furnished, that has/have not been fully paid for, and there is no claim against any portion of the Property or Seller for or on account of work done, materials furnished, or utilities supplied to the Property. There are no payback agreements, revenue bonds, utility debt service expenses, or other charges or expenses applicable to the Property.
- (vi) To Seller's knowledge: (A) there are no violations, or threatened or pending violations, of any laws, statutes, ordinances, rules or regulations with respect to the Property open, noticed or existing; and (B) except as disclosed in the Seller Information, no litigation, condemnation proceedings, eminent domain proceedings or similar actions or proceedings are now pending or threatened against the Property, or which could result in any judgment lien against the Property; nor does Seller know of or have reasonable grounds to know of any basis for any such violation, action, or claim.
- (vii) There are no unpaid: (A) ad valorem real estate taxes or assessments; or (B) assessments for public improvements pertaining to the Property. To Seller's knowledge: (1) there are no public plans or proposals for changes in road grade, access, or other municipal improvements which would affect the Property or result in any assessment thereto; (2) no ordinance authorizing improvements, the cost of which might be assessed against Buyer or the Property, is pending; and (3) there is no appellate tax proceeding pending for the reduction or increase of the assessed real estate tax valuation of the Property or any portion thereof.
- (viii) The Property has direct legal and perpetual rights of access to and from the Property to one or more public roads.
- (ix) Utility services for water, sanitary and storm sewers, natural gas, electricity, and telephone and internet services are available either at the Property or in the vicinity of the Property in locations wherein Buyer can connect to such existing utility infrastructures and extend the same to the Property at Buyer's expense through perpetual private easements that benefit the Property or through public rights-of-way.
- (x) To Seller's knowledge, except as otherwise disclosed in the Environmental Reports: (1) there are no, and have never been, underground storage tanks on the Property, (2) the Property has never been used as a landfill or garbage dump, and (3) there are no hazardous, toxic or infectious wastes, substances or materials present on the Property in quantities or concentrations or otherwise stored or used in violation of any applicable Environmental Laws (as defined below). The term "Environmental Laws" shall mean and refer to the Comprehensive Environmental Response, Compensation and Liability Act of

1980 and the Super Fund Amendments and Reauthorization Act (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); the Safe Drinking Water Act (42 U.S.C. § 300f et seq.); the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.); and the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 et seq.); each as heretofore and hereafter amended or supplemented, and any future or present local, state, or federal statute, rule, or regulation pertaining to the regulation and protection of the environment, industrial hygiene, pollution, or environmental effects on health and safety.

(xi) Seller is currently in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

The representations and warranties in this Section 15(a) shall: (1) not merge with the Deed or any other Closing documents; and (2) survive the Closing Date for a period of two (2) years. Seller shall indemnify, defend, and hold Buyer harmless from and against any and all claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, loss, costs and expenses (including but not limited to, reasonable attorneys' fees) arising or resulting from, or suffered, sustained, or incurred by Buyer as a result (direct or indirect) of the untruth or inaccuracy of any of the foregoing representations and warranties by Seller or the breach of any of the foregoing representations, warranties, or covenants, which indemnity obligations shall survive the Closing Date for such period, and, regarding any such representations and warranties as to which any litigation that was filed within such period is pending, also during the pendency of any such litigation, including appeals, if any. Seller shall provide written notice to Buyer at any time and from time to time after the Effective Date through the Closing if Seller acquires any information that any of the representations or warranties made in this Agreement were inaccurate or incomplete in any material respect as of the Effective Date, or with the passage of time, will be inaccurate in any material respect as of the Closing. Upon Buyer being so notified by Seller or otherwise becoming aware of any inaccurate representation or warranty, Buyer shall have, in addition to the remedies available under Section 17(b) if applicable, the option of (i) waiving such breach and proceeding to Closing, or (ii) terminating this Agreement, in which event the Earnest Money (less the Independent Consideration) shall be promptly returned to Buyer.

- **(b)** <u>Buyer Representations and Warranties</u>. Buyer hereby represents and warrants to Seller, as of the Effective Date and as of the Closing Date, and covenants and agrees as follows:
 - (i) The execution, delivery and performance by Buyer of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of any law, governmental rule, regulations, judgment, decree, or order by which Buyer is bound, or by any of the provisions of any contract to which Buyer is bound, or by the organic agreements establishing and regulating Buyer's business affairs.
 - (ii) Buyer has full power and authority to enter into this Agreement and to assume and perform all of its obligations under this Agreement, all consents and approvals

necessary therefor have been obtained, and the person executing this Agreement on its behalf has been duly authorized and is empowered to bind Buyer to this Agreement.

(iii) Buyer is currently in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

The representations and warranties in this Section 15(b) shall: (1) not merge with the Deed or any other Closing documents; and (2) survive the Closing Date for a period of two (2) years. Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, loss, costs and expenses (including but not limited to, reasonable attorneys' fees) arising or resulting from, or suffered, sustained, or incurred by Seller as a result (direct or indirect) of the untruth or inaccuracy of any of the foregoing representations and warranties by Buyer or the breach of any of the foregoing representations or warranties, which indemnity obligations shall survive the Closing Date for such period, and, regarding any such representations and warranties as to which any litigation that was filed within such period is pending, also during the pendency of any such litigation, including appeals, if any.

16. <u>Prorations</u>. Subject to the provisions of <u>Section 8</u>, above, Seller shall be entitled to all income and shall be responsible for all expenses produced from the operation of the Property which are allocable up to (but not including) the Closing Date. Buyer shall be entitled to income and shall be responsible for all expenses which are allocable to the period from and after the Closing Date. Unless otherwise specifically set forth in this Agreement, at the Closing, all items of income and expense shall be prorated in accordance with the foregoing principle.

17. Default and Remedies.

- (a) <u>Buyer Default</u>. In the event of a default by Buyer under the terms of this Agreement, Seller shall be entitled, as its sole and exclusive remedy hereunder, to terminate this Agreement and receive the Earnest Money as full liquidated damages for such default of Buyer, whereupon neither Party shall have any further rights or liability to the other Party, except as otherwise expressly provided in this Agreement; provided, however, in the event of any such Buyer default, Seller shall first give Buyer written notice of the occurrence of such default (a "<u>Buyer Default Notice</u>") and Buyer shall have twenty (20) days following its receipt of such Buyer Default Notice in which to cure such default or commence such cure and thereafter diligently pursue it to completion. It is hereby agreed that Seller's damages in the event of a Buyer default hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages. In no event shall Seller be entitled to collect from Buyer any punitive, consequential or speculative damages.
- **(b)** Seller Default. In the event of a default by Seller under the terms of this Agreement, Buyer shall be entitled to pursue all remedies available at law or in equity, including, without limitation, the right to terminate this Agreement and receive a full refund of the Earnest Money, or to seek specific performance of Seller's obligations under this Agreement; provided, however, in the event of any such Seller default, Buyer shall first give Seller written notice of the occurrence of such default (a "Seller Default Notice") and Seller shall have twenty (20) days

following its receipt of such Seller Default Notice in which to cure such default or commence such cure and thereafter diligently pursue it to completion.

Any limitations on the Parties' remedies set forth in this Agreement will not be deemed to prohibit either Party from specifically seeking attorneys' fees pursuant to Section 19 herein or from seeking damages from such other Party in the event it fails or refuses to provide any indemnification required herein. The provisions in the foregoing sentence shall survive the Closing or earlier termination of this Agreement.

- 18. <u>Use of Brokers</u>. Each of Seller and Buyer hereby represent and warrant to the other Party that it does not have any obligation to pay an outside brokerage commission in connection with the transaction contemplated by this Agreement. Each of Buyer and Seller hereby agree to indemnify, defend and hold harmless the other Party from and against any liability, cost or expense, plus all costs of collection, including litigation expenses and attorneys' fees, as a result of a claim for a commission, fee, or other compensation made by any real estate broker, finder, or other person and asserted against the other Party by reason of an arrangement made or alleged to have been made by the indemnifying Party.
- 19. Attorneys' Fees. Except as herein specifically provided to the contrary, each of the Parties shall bear its own legal and accounting expenses incurred in connection with the negotiation of this Agreement and the consummation of the transaction contemplated by this Agreement. In the event that either Party shall bring an action or legal proceeding for an alleged default of any provision of this Agreement or any representation, warranty, covenant, or agreement herein set forth, or to enforce, protect, determine, or establish any term, covenant, or provision of this Agreement or the rights hereunder of either Party, the prevailing Party shall be entitled to recover from the non-prevailing Party, as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees and court costs as may be fixed by the court or jury.
- **20.** <u>Binding Effect</u>. This Agreement, as executed by Buyer and submitted to Seller, constitutes an offer to purchase the Property. If Seller does not execute and deliver this Agreement, without revision, to Buyer within five (5) Business Days after the date of Buyer's execution of this Agreement, Buyer may, in its sole discretion, by delivery of written notice to Seller, revoke Buyer's offer to purchase; in which case, Buyer shall have no further liability or obligation hereunder.
- 21. Confidentiality. The terms of this Agreement, Buyer's interest in purchasing the Property, the results of any tests and inspections performed by or on behalf of Buyer, and any information provided by Seller pursuant to Section 7, shall be kept and maintained confidential and shall not be disclosed by either Party to any third party without the prior written consent of the other Party. This provision shall not prohibit disclosures on a "need to know" basis to employees, agents, attorneys, accountants, brokers, surveyors, title companies, engineers, contractors, consultants, lenders, etc., as necessary to conduct Buyer's due diligence, obtain financing or governmental permits and approvals, to potential tenants, or as compelled by legal process or required by law. This provision shall survive any termination of this Agreement. Notwithstanding anything contained herein to the contrary, Buyer may market the Property (either directly or through one or more brokers or agents) for prospective tenants, users or other third parties during the term of this Agreement and Buyer (or its brokers or agents) may install advertising signs in connection with such marketing during the term of this Agreement.
- **22.** Section 1031 Exchange. In the event that either Party elects to structure this transaction as a like-kind exchange pursuant to Section 1031 of the Code, the other Party shall reasonably cooperate upon the request of the electing Party, including prompt execution of such documents as may reasonably be required to effectuate such exchange, provided that: (a) the electing Party shall bear all costs in connection with such exchange and shall indemnify and hold the other Party harmless from and against any

cost, claims, expenses, or liabilities (including reasonable attorneys' fees) incurred by the other Party solely as a result of structuring the transaction as a like-kind exchange; and (b) the exchange shall have no material effect on the terms of either Party's rights or obligations under this Agreement. Notwithstanding any other provision of this Agreement to the contrary, Seller agrees that Buyer may assign its rights in this Agreement to a third party as part of any such exchange. Nothing contained herein shall prevent both Parties from electing a like-kind exchange.

- **Solution** Shall be delayed, hindered in, or prevented from the performance of its obligations hereunder by reason of any occurrence which is not within the reasonable anticipation or control of such Party, including but not limited to, pandemic, epidemic or quarantine, strikes, lockouts, labor troubles, governmental action or inaction, failure of power, riots, insurrection, war, acts of God, unusual weather, or other similar reason, and which occurrence, in any event, is not a result of the intentional act, negligence, or willful misconduct of such Party (each, a "Force Majeure Event"), such Party's performance shall be excused for the period of time equivalent to the delay caused by such Force Majeure Event, provided that such Party gives prompt notice to the other Party of such delay.
- **24.** <u>Independent Contract Consideration</u>. In consideration of Seller's execution of this Agreement, the permission afforded to Buyer to have access to and rights of entry upon the Property, and the ability to market the Property as provided in <u>Section 21</u>, Buyer agrees to pay to Seller the sum of Twenty-Five and No/100 Dollars (\$25.00) (the "<u>Independent Consideration</u>"), which Independent Consideration may be paid out of the Earnest Money, shall be non-refundable and non-applicable to the Purchase Price, and will constitute independent contract consideration for Seller's agreement to enter into this Agreement.

25. Miscellaneous.

- (a) This Agreement shall be interpreted and enforced according to the laws of the State of Kansas, without reference to its conflict of laws rules. The venue of any litigation arising out of this Agreement shall lie exclusively with the state or federal court in which district the Property is located.
- **(b)** All headings and section designations of this Agreement are inserted for convenience only and do not form a part of this Agreement or limit, expand, or otherwise alter the meaning of any provisions hereof.
- (c) This Agreement, and any amendments hereto, may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The Parties agree that signatures transmitted by electronic scan and email (including by way of DocuSign or other similar electronic signature exchange software or service) shall have the legal effect of original signatures. At the request of either Party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment hereto.
- (d) The provisions of this Agreement are intended to be for the sole benefit of the Parties and their respective successors and assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of any third party.
- (e) If, under any provision of this Agreement: (i) the date any act to be done or action to be taken; or (ii) the last day of any time period, including any notice period; falls on a Saturday, Sunday, a federal legal holiday, or a legal holiday in the State of Kansas (each, a "Non-Business Day"), then such act or action shall be deemed to have been validly done or taken on, or such time

period shall be deemed extended to, the next succeeding day which is not a Non-Business Day, and all succeeding time periods shall be deemed extended accordingly. Unless otherwise specified in this Agreement, all references herein to a "day" or "days" shall refer to calendar days. For purposes of this Agreement, the term "Business Day" means any day that is not a Non-Business Day.

- (f) Buyer may assign this Agreement and all of its interests herein without obtaining Seller's consent. Upon any assignment, the assignee shall have and be subject to all the rights, benefits, duties and obligations of Buyer hereunder and Buyer named in this Agreement will be relieved of any rights or obligations hereunder.
- (g) This Agreement represents the entire agreement between Seller and Buyer covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties. No change or addition shall be made to this Agreement except by a written agreement duly executed by Seller and Buyer.
- (h) The Parties acknowledge that each has been represented by, or has had the opportunity to consult with, legal counsel of its own choosing in this matter, and this Agreement has been arrived at through arms' length negotiation. For purposes of the rule of contract interpretation that construes a document against its drafter, the Parties agree that neither Party nor its counsel shall be considered the drafter hereof.
- (i) If any term, covenant, or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed in accordance with its intent as if such invalid or unenforceable provision had never been contained herein.
- (j) No failure by either Party, at any time, to require the performance by the other of any term of this Agreement, shall in any way affect the right of either Party to enforce such terms, nor shall any waiver by either Party of any term hereof be taken or held to be a waiver of any other provision of this Agreement. No waiver of any term or provision of this Agreement shall be effective unless the same is in writing and signed by the Party granting such waiver.
- (k) With regard to all matters in this Agreement requiring the consent or approval of either Party, the Parties agree that any such consent or approval shall not be unreasonably withheld, conditioned, or delayed, unless otherwise specifically provided in this Agreement.
 - (I) All Exhibits to this Agreement are incorporated herein as though fully set forth.
- (m) Time is of the essence with regard to the dates and time periods set forth in this Agreement.
- (n) For purposes of this Agreement, the term "<u>Effective Date</u>" will mean and refer to the date upon which the latter of the Parties executes this Agreement, as indicated by the respective dates set forth adjacent to each of the Parties' respective signatures to this Agreement.
- (o) At Closing, and from time to time thereafter, Seller shall do all such additional and further acts, and shall execute and deliver all such additional and further deeds, affidavits, instruments, certificates and documents, as Buyer, Buyer's counsel or the Title Company may reasonably request to effectuate the purchase and sale of and fully vest in and assure to Buyer full right, title and interest in and to the Property to the full extent contemplated by this Agreement.

THE PARTIES HEREBY WAIVE TRIAL BY JURY IN RESPECT OF ANY ACTION IN CONNECTION WITH THE TRANSACTION HEREUNDER OR THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND WILLINGLY MADE BY THE PARTIES HERETO. THE PARTIES HERETO HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. BUYER AND SELLER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY REPRESENTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THE PROVISIONS OF THIS SECTION 25(p) SHALL SURVIVE THE CLOSING.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date(s) set forth below, to be effective as of the Effective Date.

SELLER:	BUYER:
THE CITY OF PITTSBURG, KANSAS	SCANNELL PROPERTIES, LLC an Indiana limited liability company
By:	- Dru
Printed:	By: Marc D. Pfleging, Manager
Title:	
D.	Date.
Date:	

Index to Exhibits

Exhibit A – Legal Description/Depiction of the Property
Exhibit B – Form of Escrow Agreement
Exhibit C – Form of Environmental Site Assessment Owner's Disclosure

EXHIBIT A Legal Description/Depiction of the Property

[The legal description shall be provided by the final Survey.]

Parcel No. 0191911200000001000

EXHIBIT B Form of Escrow Agreement

ESCROW AGREEMENT

Escrow Number:		Date:	, 2021
Property Address:	3340 Airport Drive, Pittsburg, Kansas		
Parcel No.:	0191911200000001000		
Deposit Amount:	\$35,000.00		

SCANNELL PROPERTIES, LLC, an Indiana limited liability company, or its assigns (the "Buyer"), and THE CITY OF PITTSBURG, KANSAS (the "Seller"), are parties to that certain Real Estate Purchase Agreement (the "Agreement") dated as of _________, 2021, with respect to the above referenced property (the "Property"), which is more particularly described in the Agreement. Buyer has deposited the sum of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) (the "Deposit") with First American Title Insurance Company (the "Title Company") to be held under the terms of the Agreement and the terms of this Escrow Agreement (the "Escrow Agreement"). On or before the Satisfaction Date (as defined in the Agreement), the Deposit (less the Independent Consideration, as such term is defined in the Agreement) shall be refunded by the Title Company to Buyer upon receipt of a written request from Buyer, together with evidence that Buyer has given Seller written notice of termination in accordance with the terms of the Agreement. Following the Satisfaction Date, if the Title Company has not received any written request from Buyer as set forth above, the Deposit and any Additional Deposits (as defined in the Agreement) shall be distributed to Seller and/or Buyer as directed in the Agreement.

Following the Satisfaction Date, the Title Company is hereby expressly authorized to disregard, in its sole discretion, any and all unilateral notices or warnings given by any of the parties hereto, or by any other person or entity, except as otherwise expressly provided herein, but Title Company is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Title Company obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or entity by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which Title Company is or may at any time become a party, it shall have a lien on the contents hereof for any and all costs, attorneys' fees, whether such attorneys shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefor out of said deposit, and the undersigned jointly and severally agree to pay Title Company upon demand all such costs, fees and expenses so incurred.

Except as expressly provided herein, in no case shall the above-mentioned deposits be surrendered except on an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience of the process or order of court as aforesaid.

Unless directed otherwise in writing by Buyer, all deposits made pursuant to this Escrow Agreement shall be invested on behalf of Buyer in investments limited to interest-bearing, federally-insured instruments with a national bank or federal savings bank or in a money market fund authorized to invest solely in direct obligations of the United States of America ("Qualified Investments"). The funds invested

in this manner shall have a maturity of 30 days or less. Interest and other earnings on any funds invested hereunder shall be added to the funds held on deposit by Title Company hereunder, and losses, if any, incurred from any such investment shall reduce the balance of the funds on deposits hereunder. Buyer shall provide Title Company with a Form W-9 with its taxpayer identification number and such other investment forms as it may reasonably require. Title Company shall, upon request furnish information concerning its procedures for such investment, but shall not charge or otherwise assess any additional fees for the investment of such funds.

Billing Instructions: THE ESCROW FEES HAVE BEEN WAIVED IN ANTICIPATION THAT THE TITLE COMPANY WILL BE PROVIDING TITLE INSURANCE UNDERWRITING SERVICES IN CONNECTION WITH THE AGREEMENT FOR WHICH IT WILL BE COMPENSATED AT CLOSING.

Except as to deposits of funds for which Title Company has received express written direction concerning investment to other handling, the parties hereto agree that the Title Company shall be under no duty to invest or reinvest any deposits at any time held by it thereunder; and, further that Title Company may commingle such deposits with other deposits or with its own funds in the manner provided for the administration of funds held as a fiduciary under applicable law, provided, however, nothing herein shall diminish Title Company's obligation to apply the full amount of the deposits in accordance with the terms of the Agreement.

In the event the Title Company is requested to invest deposits hereunder in Qualified Investments pursuant to this agreement, Title Company shall not be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow instructions except to the extent that Title Company negligently or willfully fails to follow such investment directions.

This Escrow Agreement is intended to be executed in triplicate, but may be executed in multiple counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties agree that, except for notice purposes, signatures transmitted by electronic scan and email (including by way of DocuSign or other similar electronic signature exchange software or service) shall have the legal effect of original signatures. Upon the request of any party, the parties shall promptly exchange executed original counterparts of this Escrow Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Escrow Agreement has been executed by Seller, Buyer, and the Title Company to be effective as of the date first written above.

SELLER:	BUYER:
THE CITY OF PITTSBURG, KANSAS	SCANNELL PROPERTIES, LLC an Indiana limited liability company
By: Printed:	By: Marc D. Pfleging, Manager
Title:	
TITLE COMPANY:	
FIRST AMERICAN TITLE INSURANCE COMPANY	
By:	
Printed:	
Title:	

EXHIBIT C Environmental Site Assessment Owner's Disclosure

The following information is to be completed by the owner of the property.

K	Name:					Conta	ct:			
LANDOWNER	Address:				,	!				
00	City:					State:	1967		Zip Code:	
AN	Phone:			Fax:	ľ	75		Email:		
1	Phone.			гах.				Elliali.		
		T								
Site	Address:									
City	:			State	:				Zip Code:	
	or Facility D		Asses	sor's Pa	rcel					
140.	(ii dildevelo	peu lailu).								
			et variable		MERCULL	The Armo	ALC: N		de la trada de la companya de la com	MILES STATE OF STATE OF
SIT	E INFORMA	TION								特点中的温度是
Ads	ise the foll	owing char	ractorio	etics of	tho	Yes	No	Unk	Comm	ents / Details
site		owning chai	acteris	stics of	uic	163	140	Olik	John	citts / Details
	perty acreag e property de							-		5.84
	age?	eveloped.								
	rage floor dra	nine?		-		-				
Tru	ck wash are	20.02								
	ck wasn are ck / warehou		ina				-			
		se noor ara	IIIS (
	wells?							-	3000 A 100 A 1	
	nitary sewer?	(***	_	+ +		
	rm sewers?									
	otic systems					-		-		
	II water system	ems?								
	olic water?				4	+				
	np systems'									
	water separa	ator system	s?							9801
	vice pits?									
	ohalt paving?	?				-				
	ne paving?					1				
Oil/	gas spills on	the site?								
Und	derground ta	ınks?								- Column -
	oveground ta									
	ere tanks ren		site?							
	site fill used'									
	don issues?									
	pestos conta	ining mater	ials?							
Flood plain?										
	Wetlands?									
Oth	Other environmental concerns with site?									

SITE INFOR	MATION						
Advise uses	and activities	performed onsite	e:				
Current use	of property:						
Past use of p	property:						
			Yes	No	Unk	Comments /	Details
	l ever used for						
	vastes generate						
	ntainers stored		1			_ana #	
						· · · · · · · · · · · · · · · · · · ·	
Indicate ad	jacent uses of	property (i.e., inc	dustrial,	comm	ercial re	sidential, roads, rai	l, undeveloped,
North		100 to					
South							· ·
East							
West							
Advise if th	e following inf	ormation is	Yes	No	Unk	Comments	/ Details
Real estate	appraisal	*					
Locator map							
Property sur	vey			_			
Legal descri Title commit		¥10					
Geotechnica			-			7//	
	tal assessment	or remediation				16	
reports		The state of the s					
Facility plan							
Environmen							
	eports or notice					1071	7100- 511
Other inform	plaints about pro nation available	perty 2				30 70	
Other inform	iation available						
4							T 0
Completed	by (print):						*
Signed by:						Date:	



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: July 7, 2021

SUBJECT: June 13, 2021 Agenda Item

Chamber welcome/business center project

The Pittsburg Area Chamber of Commerce is proposing to invest more than \$250,000 in a project that will significantly enhance the appearance and community value of the chamber's welcome & business center facility at 117 West Fourth Street.

In addition to serving local residents with an expanded welcome center featuring a public restroom, the project will a ensure a welcoming, progressive first impression for economic development prospects, tourists and other newcomers to our community. The improvements will also allow the facility to be designated as an official Tourist Information Center by the Kansas Department of Wildlife, Parks & Tourism, which will result in greater marketing of Pittsburg on the state level and will increase the number of visitors to our community, furthering the project's economic impact.

The business center portion of the project will provide local businesses access to the latest virtual/hybrid meeting technology to ensure they remain competitive in the evolving landscape of meeting technology. The business center, or "collaboration room," will be available to all local businesses.

The Economic Development Advisory Committee (EDAC) considered the project at its July 7, 2021, meeting and felt it served a valuable role in terms of economic and community development. As a result, the EDAC voted unanimously to recommend an injection of 10% of the total project value with the City's portion not to exceed \$25,000.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, July 13, 2021. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.



APPLICATION FOR LOAN CITY OF PITTSBURG, KANSAS ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (SALES TAX)

I. GENERAL INFORMATION

Pittsburg Area Chamber of Commerce	July 2, 2021			
Name of Applicant Firm	Date of Request			
117 West Fourth Street	(620) 231-1000			
Firm Address	Firm Phone Number			
Names and addresses of all persons or co applicant or personal guarantors of loans: Blake Benson	117 West Fourth Street			
Name	Address			
Name	Address			
Names and addresses of the principal offic Blake Benson, Chamber President	eers and directors of the applicant: 117 West Fourth Street			
Name	Address			
Brandee Johnson, Board Chairwoman	402 North Broadway, Ste B			
Name	Address			
Name	Address			
Nature of applicant's business: Business	/economic development			
The products to be assembled or manufact The Pittsburg Area Chamber serves as a fro	tured or service to be rendered: ont door to the community, offering services an			
nformation for local residents, businesses, v	visitors and economic development prospects.			
Mark Werner	232-2442			
Applicant's Attorney	Phone Number			
A P 0 F 11A 1	Dhana Niyahar			
Applicant's Financial Advisor	Phone Number			

	9.	Dennis Dechant		2	230-0415			
		Applicant's Accountant			Phone Numb	е	r	
	10.	Estimated amount of loan:	\$	\$	\$25,000 non-r	ep	oayable at	end of construction
	11.	Number of years to retire loan:		١	N/A			
	12.	List previous loans and credit references:						
П.	IISI	E OF LOAN PROCEEDS						
•	<u>55.</u>	L OI LOMMINGUELSO						
	1.	Amount requested for purchase of land:				\$		
	2.	Amount requested for land improvements (k	oldg	s):	;	\$	\$25,000	
	3.	Amount requested for machinery and equip	me	nt:	: ;	\$	3	
	4.	Capitalized debt service:			;	\$		
	5.	Loan closing costs:			;	\$		
	6.	Working capital:			Ç	\$		
	7.	Other (specify)			Ç	\$		
		TOTAL REQUE	ST:		Ş	\$	\$25,000	
III.	LOA	AN PROPOSAL						
		MEH the description of the second state of the						No
	1. 2.	Will the loan refinance an existing project? Will the loan proceeds be used to expand or	rer	าไล	ace an existing	n i	facility?	Yes
	3.	Is the applicant presently located in the City				, .	comity.	Yes
	4.	What type and size of building will be constr						
		Project will improve appearance and scope or	f sei	rvi	ces offered to	t	he commu	ınity.
	5.	Name and address of contractor and/or arch	itec	et:				
	6.	What type of equipment will be financed?	N/A					

	If the applicant will be in direct competition with local firms, (a) Name of firms: N/A
	(a) Name of films.
	(b) Describe nature of the competition: N/A
LO	AN ANALYSIS
1.	Has a financial advisor submitted an analysis indicating the need for the loan, the advisability of the loan or benefit to the applicant of the loan? No
	(If yes, attach a copy to this application.)
2.	Has additional financing, whether internally generated or through other loans, been arranged? (If yes, explain on an attached sheet) Yes (see attached presentation)
3.	Has the applicant investigated conventional financing?
٥.	Yes
3.	Yes
	Yes DPOSED LOCATION
PRO	
PRO	DPOSED LOCATION
<u>PRC</u>	DPOSED LOCATION Location of the proposed facility: 117 West Fourth Street If the facility is a proposed expansion or replacement of another plant, state size and
<u>PRC</u>	DPOSED LOCATION Location of the proposed facility: 117 West Fourth Street If the facility is a proposed expansion or replacement of another plant, state size and location of current operations:

	5.	If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application: N/A
	6.	If unusual demands for water or sewer services or police or fire protection will be made, specify the demands: N/A
VI.		/NERSHIP AND MANAGEMENT
	1.	Describe the organizational structure of applicant (proprietorship, partnership, subsidiary, corporation, etc.):
		The Chamber is a 501c6 organization, which means it pays sales taxes and is governed
		by a 15-member board of directors that employs a professional staff.
		Note relationship to a parent company:
	2.	What portion of the project is being financed from other company funds (in addition to this loan)? \$ 90%
		Please explain The remaining 90% will be funded through savings and private donations.
	3.	Describe all threatened or outstanding litigation N/A
	4.	Attach proforma statements for the first three (3) years of operation after issuance of the loan, including revenue projections, operating expense projections and a debt amortization schedule.
VII.	<u>ME</u>	ASURE OF ECONOMIC GROWTH AND BENEFIT
	1.	What dollar amount of sales is contemplated? N/A
		What dollar amount of sales is contemplated?
	2.	What percentage of sales will be sold locally?

3.	What is N/A	the estimated amount of me	rchandise and services	purchased locally, per year?		
4.	How ma	any people will the project em				
	Type:	Professional	5 existing employees			
		Technical				
		Clerical	(
		General Labor				
5.	Number location	of current full-time employee	es at applicant's present	5		
6.	What is	ratio of loan fund dollars to jo	obs created?	\$5,000/1		
		cilitate the timely processir following items:	ng of the application, p	please attach as part of the		
1.		of applicant's financial statem r an authorized officer.	nents for the past three y	years certified as correct by the		
2.	Applicar	nt's most recent annual or qu	arterly financial report.			
3.	Interim f	inancial statements, to date,	for the current fiscal yea	ar.		
4.	Financia Certified	al statements, current to date I Public Accountant or the gu	, for each personal guar arantor.	rantor, on forms, certified by a		
5.	Copies of both federal and state income tax returns filed by applicant and each personal guarantor during the past three years.					
6.	In certai	n cases, due to the size of th	e loan, audited financial	s may be required.		
7.	Complet	ed business plan with three	year financial projection	S.		
8.	Loan (if	approved) must be personall	y guaranteed.			
the Kar	City Mana	ger, City Attorney or any o	ther persons authorize	be required if requested by ed by the City of Pittsburg, n Fund (Sales Tax) Committee		
Atta Rev	ched here	eto is a copy of the Collater an Fund (Sales Tax) for info	ral Requirements for thormational purposes.	ne Economic Development HOWEVER, APPLICANT		

VIII.

IX.

X.

COMMISSION.

ACKNOWLEDGES AND AGREES THAT SAID REQUIREMENTS AS WELL AS THIS APPLICATION ARE A SET OF GUIDELINES AND ANY OF THE PROVISIONS STATED THEREIN MAY BE WAIVED OR ADDED TO AT THE DISCRETION OF THE PITTSBURG CITY

XI.	EACH APPLICANT ALSO EXPRESSLY AGREES AND U MONETARY PLEDGE OF MONIES FROM THE FUND AN AGREEMENT SHALL BE CONTINGENT UPON THE CITY ONE-HALF CENT CITY RETAILERS' SALES TAX; AND SAID SALES TAX MAY BE DISCONTINUED AS PROVID 12-187, et. seq. AND AMENDMENTS THERETO, AT ANY	ID COMMITMENTS MADE IN ANY Y CONTINUING TO COLLECT THE APPLICANT ACKNOWLEDGES THAT ED BY THE PROVISIONS OF K.S.A.					
	12-107 et. seq. AND AWENDINENTS THERETO, AT ANY TIME.						
	(Dlot) Suo	July 2, 2021					
	Signature	Date					
	President						
	Title	_					

WELCOME/BUSINESS CENTER PROJECT



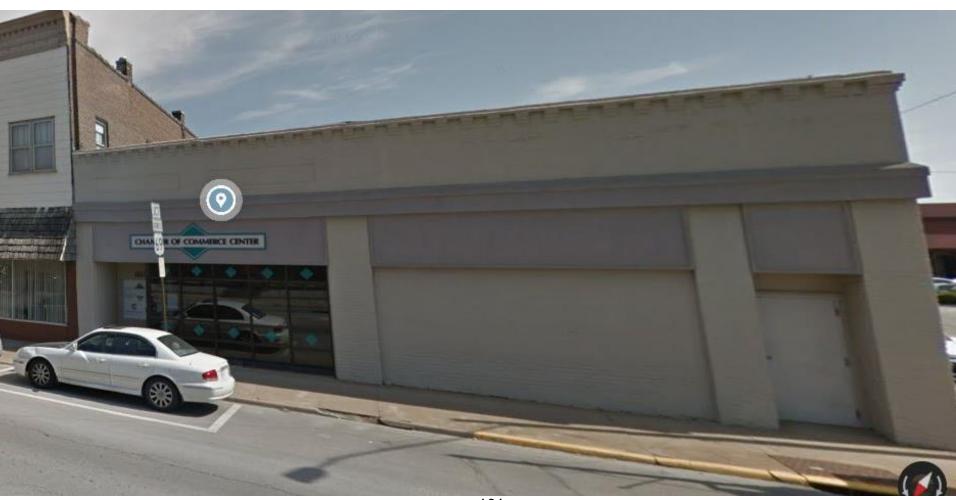
Economic Development Advisory Committee

July 7, 2021



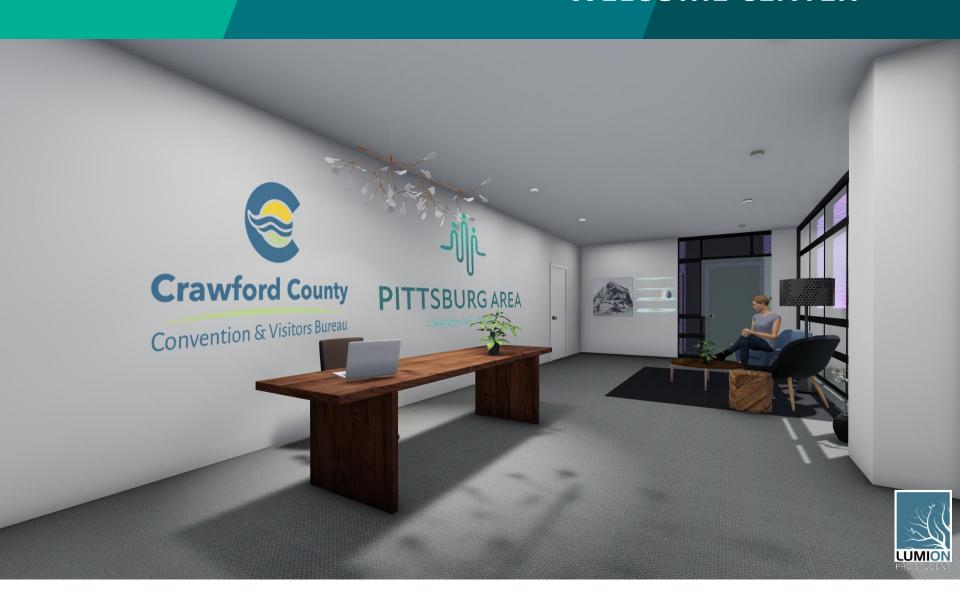








WELCOME CENTER



BUSINESS CENTER



HIGHLIGHTS

- Facility would offer a welcoming, progressive first impression for economic development prospects, tourists and other newcomers to our community.
- Conference room improvements will provide local small businesses access to the latest live stream/hybrid meeting technology that they otherwise could not afford themselves.
- Facility would be designated an official Tourist Information Center by the State of Kansas, which would significantly increase the number of visitors to Pittsburg.
- Increased office space to accommodate anticipated growth of the Chamber and Convention & Visitors Bureau.

PROJECTED COSTS

Construction - \$158,000

Furniture - \$1,500

Exterior brick restoration - \$33,500

Signage - \$10,000

Flooring - \$30,000

Technology/conference rooms upgrade - \$21,800

Anticipated project cost – \$254,800

20% overage – \$50,960

Total budget – \$305,760

FUNDING

Funding stack

Chamber - \$155,760
Chamber foundation - \$50,000
Private fundraising - \$70,000
Misc. sponsorships - \$5,000
City RLF request - \$25,000

Total - \$305,760

City of Pittsburg, Kansas 2021 Budget Recap As of June 30, 2021 50% of Fiscal Year has passed

			Revenues	Revenues		Expenditures			
	Un-Encumbered		Y-T-D			Y-T-D			Un-Encumbered
	Cash Balance	Adopted Budget	Revenues	Percent	Adopted Budget	Expenses	Percent		Cash Balance
Budgeted Funds	1/1/2021	2021	6/30/2021	Received	2021	6/30/2021	Used	Y-T-D Net	6/30/2021
General Fund	\$ 7,670,007	\$ 23,766,809	\$ 14,931,572	62.83%	\$ 23,461,815	\$ 12,129,194	51.70%	\$ 2,802,378	\$ 10,472,385
Public Library	387,722	928,828	817,479	88.01%	937,136	425,489	45.40%	391,990	779,712
Public Library Annuity	127,370	100	-	0.00%	10,000	-	0.00%	-	127,370
Special Alcohol & Drug	38,990	110,000	43,672	39.70%	100,350	67,691	67.46%	(24,019)	14,971
Special Parks & Recreation	-	110,000	43,672	39.70%	110,000	43,672	39.70%	-	-
Street & Highway	161,292	1,023,250	561,493	54.87%	1,044,749	566,534	54.23%	(5,041)	156,251
Street & Highway Sales Tax	1,430,957	2,052,955	1,211,178	59.00%	2,210,000	621,863	28.14%	589,315	2,020,272
Section 8 Housing	50,807	1,523,600	878,975	57.69%	1,526,355	870,662	57.04%	8,313	59,120
Revolving Loan Fund	2,638,617	1,093,627	628,217	57.44%	580,188	689,138	118.78%	(60,921)	2,577,696
Debt Service	1,087,511	3,545,052	2,808,201	79.21%	3,582,320	1,213,827	33.88%	1,594,373	2,681,884
Public Utilities	4,152,614	8,420,770	4,407,626	52.34%	8,194,202	3,907,487	47.69%	500,139	4,652,753
Stormwater	718,343	855,406	447,089	52.27%	1,248,344	527,759	42.28%	(80,670)	637,673
Totals	\$ 18,464,230	\$ 43,430,397	\$ 26,779,174	61.66%	\$ 43,005,459	\$ 21,063,317	48.98%	\$ 5,715,856	\$ 24,180,086

^{*}Sales Tax collections are up 14.30% compared to same period in 2020