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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 10, 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 July 27, 2021, City Commission Meeting minutes.
- b. Approval of the application submitted by Judy Smetana, on behalf of the Kiwanis Club of Pittsburg, for a Cereal Malt Beverage License to operate a beer garden to be located on Broadway between 10th Street and 11th Street during the Little Balkans Day Festival from 5:00 p.m. until 11:00 p.m. on Saturday, September 4th, 2021, and authorize the City Clerk to issue the license.
- c. Approval of staff recommendation to accept an Emergency Solutions Grant (ESG) from the Kansas Housing Resources Corporation (KHRC) in the amount of \$102,703 to support homeless services within our community, for the grant period of July 1st, 2021 through June 30th, 2022, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- d. Approval of staff recommendation to approve an Assignment and Assumption of Lease between the City of Pittsburg, Veritiv Operating Company, and Pixelle Specialty Solutions, LLC, in regard to the City-owned building at 3004 Rotary Terrace and authorization for the Mayor to sign the Assignment and Assumption of Lease on behalf of the City.
- e. Approval of the Appropriation Ordinance for the period ending August 10, 2021, subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 10, 2021
5:30 PM

CONSIDER THE FOLLOWING:

- a. PARTIAL MORTGAGE RELEASE AND WAIVER OF RIGHT OF REPURCHASE - SILVERBACK HOUSING DEVELOPMENT - Consider staff recommendation to approve a Partial Release of Mortgage document and Waiver of Right of Repurchase for Lot Number 10 in Silverback Landing, located at 1829 Silverback Way, as Arvest Bank, the primary lender for the project, took first position on the loan, with the City securing a second position on the P & L property until the loan is repaid in December 2023. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Partial Release of Mortgage document and Waiver of Right of Repurchase on behalf of the City.**
- b. PRELIMINARY PLAT - S&H MANAGEMENT, LLC - DEAN'S ADDITION - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve the Preliminary Plat submitted by S&H Management, LLC, for the platting of Dean's Addition, located on the northwest corner of Jefferson and Rouse. **Approve or disapprove recommendation.**

NON-AGENDA REPORTS & REQUESTS:

EXECUTIVE SESSION:

- a. An Executive Session is necessary for the preliminary discussion of the acquisition of real property pursuant to K.S.A. 75-4319(b)(6), to discuss the potential acquisition of three parcels of real estate. **Motion to recess into Executive Session for 30 minutes for the preliminary discussion of the acquisition of real property pursuant to K.S.A. 75-4319(b)(6), to discuss the potential acquisition of real estate, with the meeting to resume in the Commission Room in 30 minutes.**

ADJOURNMENT

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

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

President of the Board Brooks led the flag salute.

President of the Board Brooks announced that Mayor Munsell would be participating in the meeting by phone.

PUBLIC INPUT - INVOCATION – Tom Wehrman, on behalf of the St. John Lutheran Church, provided an invocation.

PITTSBURG COMMUNITY THEATER PRODUCTION - Joella Reid-Skyles, 112 Westfield Road, invited City Commissioners and community members to attend the upcoming Pittsburg Community Theater production of Xanadu, to be held July 30th through August 1st, 2021, Memorial Auditorium.

PAWPRINTS ON THE HEARTLAND – President of Pawprints on the Heartland Mary Kay Caldwell, 502 West Euclid, explained that Crawford County is experiencing a veterinarian shortage and requested the Governing Body consider funding \$25,000 toward a veterinarian to provide spay and neuter services on animals in Pittsburg, with additional funding coming from Crawford County in the amount of \$25,000 and Pawprints on the Heartland in the amount of \$50,000.

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

DANCE HALL LICENSE – 505 – On motion of McNay, seconded by O'Bryan, the Governing Body approved the Dance Hall License renewal application submitted by Mike Sittner, on behalf of MLS Entertainment, LLC, dba 505, located at 505 North Broadway, and authorized the City Clerk to issue the license. Motion carried.

APPROPRIATION ORDINANCE – On motion of McNay, seconded by O'Bryan, the Governing Body approved the Appropriation Ordinance for the period ending July 27th, 2021, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Fields, McNay, Munsell and O'Bryan. Motion carried.

DECLARATION OF SURPLUS ITEMS – On motion of Munsell, seconded by McNay, the Governing Body approved staff request to declare certain vehicles and/or equipment as surplus and authorized staff to dispose of the vehicles and/or equipment through the online auction services of Purple Wave, Inc., excluding the Fire Department items. Following discussion, Commissioner McNay rescinded her second.

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

DECLARATION OF SURPLUS ITEMS – On motion of Munsell, seconded by McNay, the Governing Body approved staff request to declare certain vehicles and/or equipment as surplus and authorized staff to dispose of the vehicles and/or equipment through the online auction services of Purple Wave, Inc., with the Fire Department items to be offered and donated to other cities and volunteer fire departments in need, prior to being sold on Purple Wave, Inc. Motion carried.

PUBLIC HEARING - COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS RESPONSE SUPPLEMENT (CDBG-CV) GRANT CLOSE OUT – Following Public Hearing, on motion of O'Bryan, seconded by Fields, the Governing Body closed Grant No. 20-CV-054, funded from the Kansas Department of Commerce, Small Cities Community Development Block Grant (CDBG), which was used for Economic Development initiatives, micro grants, and meal programs within the city limits of Pittsburg, Kansas, with the project assisting sixteen businesses and retaining one hundred twenty-three jobs, of which 91% were LMI (low to moderate income), and assisting three meal programs, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

SPECIAL PRESENTATION - 2022 REVENUE NEUTRAL RATE – Following a presentation by Director of Finance Larissa Bowman, on motion of McNay, seconded by O'Bryan, the Governing Body authorized staff to advertise for a public hearing to be held on August 24, 2021, regarding the intent to levy a property tax exceeding the revenue neutral rate for the 2022 budget. Motion carried.

SPECIAL PRESENTATION - 2022 BUDGET – Following a presentation by Director of Finance Larissa Bowman, on motion of O'Bryan, seconded by Fields, the Governing Body authorized staff to advertise for a public hearing to be held on August 24, 2021, for the purpose of hearing and answering questions relating to the 2022 budget. Motion carried.

ORDINANCE NO. G-1326 – On motion of Fields, seconded by O'Bryan, the Governing Body adopted Ordinance No. G-1326, providing for the change of certain areas from R-1C, Single Family Residential District, and RP-3, Planned Medium Density District, to CP-0, Planned Commercial Office District, and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg, Kansas (Request of the Community Health Center of Southeast Kansas for the two vacant parcels located directly west of 605 East 29th Street), and authorized the President of the Board to sign the Ordinance on behalf of the City. Motion carried with Commissioner McNay abstaining due to her employment with the Community Health Center of Southeast Kansas.

Commissioner O'Bryan stated that he is a non-paid member of the Board of Directors for the Community Health Center of Southeast Kansas.

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

NON-AGENDA REPORTS & REQUESTS:

MILL AND OVERLAY – HIGHWAY 69 – Director of Public Utilities Matt Bacon announced that next week, KDOT will begin the mill and overlay of Highway 69 from the Kansas Crossing Casino north to Centennial and from Atkinson north to Highway 47.

STREET REPAIRS – Director of Public Utilities Matt Bacon stated that the Street Department is currently working to repair 66 open backfills.

ADJOURNMENT: On motion of O'Bryan, seconded by McNay, the Governing Body adjourned the meeting at 6:17 p.m. Motion carried.

Cheryl Brooks, President of the Board

ATTEST:

Tammy Nagel, City Clerk



**COMMUNITY DEVELOPMENT
AND HOUSING**

216 N Broadway, Ste G
Pittsburg KS 66762

(620) 232-1210

www.pittks.org

FAX: (620) 232-3453

To: Daron Hall, Tammy Nagel
From: Megan Keener, Housing Manager & Community Development
CC: Quentin Holmes, Director of Community Development and Housing
Date: August 03, 2021
Subject: Agenda Item – August 10th, 2021
Notification of Grant Award: Emergency Solutions Grant FFY 2021

I am pleased to bring before you the enclosed Notification of Grant Award document, from the Kansas Housing Resources Corporation, for the Emergency Solutions Grant in the amount of \$102,703.00. The ESG grant period will be for twelve (12) months, July 01, 2021 through June 30, 2022.

This funding supports the homeless services within our community, operated in partnership with Wesley House. These services include a day shelter at Wesley House, where program participants have access to daily breakfast and lunch, laundry facilities, shower facilities, and case management, including assistance obtaining birth certificates, social security cards, and other documentation necessary to stabilize the household.

The Rapid Re-Housing and Homeless Prevention subsidies will be housed and managed out of through the City of Pittsburg's Community Development and Housing office. These services include subsidies for rent, security deposits, and utilities in order to maintain stable housing and prevent homelessness or to get a person or family into housing and off the street as quickly as possible.

Staff is recommending that the Commission approve the acceptance of this grant, and authorize the Mayor to sign the necessary documents.

Sincerely,

Megan Keener

Megan Keener
Housing Manager
Pittsburg Public Housing Authority

enclosures



July 28, 2021

Megan Keener
City of Pittsburg (Sub-Recipient)
PO Box 688
Pittsburg, KS 66762

Kansas Housing Resources Corporation (Recipient) is pleased to announce your 2021 Emergency Solutions Grant award. These funds have been conditionally awarded. Please advise your Sub-Awardee of this award.

2021 ESG Grant	
Street Outreach	\$0.00
Emergency Shelter	\$50,000
Homeless Prevention	\$25,000
Rapid Re-Housing	\$25,000
HMIS	\$0.00
Administration	\$2,703
Total Award	\$102,703

The ESG 2021 grant period will be for twelve (12) months, July 01, 2021, through June 30, 2022.

The allocation of this funding will require that you certify if awarded ESG 2021 funding, your agency and your sub recipient agencies will follow the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200.

If you have questions or need more information, please feel free to contact me.

Cordially,

James Chiselom
Program Manager, Emergency Shelter Grant
Kansas Housing Resources Corporation
611 S. Kansas Ave. Suite 300
(785) 217-2046

**FFY2021
EMERGENCY SOLUTIONS GRANT - CDFA# 14.231
NOTIFICATION OF
GRANT AWARD**

State of Kansas

Kansas Housing Resources Corporation

2021 Department of Housing and Urban Development Grant Award Date -July 1, 2021
DUNS# -137043662 - FEIN# - 71-0950729 – Not R&D Indirect cost rate NA

Sub Recipient Name		Sub Recipient Address	
City of Pittsburg		PO BOX 688; 201 W 4th St 216 N Broadway, Ste Pittsburg, KS 66762	
Sub Recipient Federal Tax ID#	Sub Recipient Grant Number	Sub Recipient Grant Period	Sub Recipient Grant Sub Award
48-6041003	ESG-FFY2021	From: 07/01/2021 To: 06/30/2022	\$ 102,703.00

EMERGENCY SOLUTIONS FUNDS

PROJECT BUDGET

Street Outreach	\$	
Emergency Shelter	\$	50,000.00
Homeless Prevention	\$	25,000.00
Rapid Re-Housing	\$	25,000.00
HMIS	\$	
Local Government Administration (2.5%)	\$	2,703.00
TOTAL GRANT AWARD	\$	102,703.00
LOCAL MATCHING FUNDS	\$	158,482.45
TOTAL PROJECT COST	\$	261,185.45

We, the undersigned, approve this grant sub award and the provisions set forth in the Grant Award Conditions and Emergency Solutions Grant Program statutes, rules, regulations, terms and conditions.

Authorized State Official

Authorized Sub-Recipient Official

Signature	Date
Ryan Vincent, Executive Director	
Printed Name	Title

Signature	Date
Chuck Munsell	August 10, 2021
Printed Name	Mayor, City of Pittsburg
	Title

Grant Award Conditions

Kansas ESG Program

1. All ESG Sub Recipients must have signed the “Certification of Local Approval for Nonprofit Organizations” and the, “Local Unit of Government Emergency Solutions Grant Program ESG FY2021 Certifications” contained in the Kansas Emergency Solutions Grant Application before any funds will be distributed.
2. The Sub Recipient requests for grant funds shall only be for reimbursement of activities, as specifically agreed to in the “Notification of Grant Sub Award” and “Budget Itemization”. Any request for changes must be submitted to the Kansas Housing Resources Corporation (KHRC) in writing.
3. When salaries are included in the State’s grant Sub Award, concurrent with the first reimbursement of salaries, the Sub Recipient shall submit the name, title, beginning date, and qualifications of the employee(s).
4. The State will de-obligate and recapture from the Sub Recipient, any unexpended grant funds after the ending date of grant sub award, unless an extension is agreed to for completion of activities specified in the “Notification of Grant Sub Award” and “Budget Itemization.”
5. The Sub Recipient, and Sub Awardee to which it distributes Emergency Solutions Grant funds, shall maintain program and fiscal records, and retain such records for a minimum of five years after completion of the State’s Final Report to the U.S. Department of Housing and Urban Development or until completion of a State Audit Report.
6. Authorized representatives of KHRC, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Sub Recipient pertaining to the administration of these funds and the receipt of assistance under the ESG Program as may be necessary to make audits, examinations, excerpts, and transcripts. Any contract or agreement entered into by the Recipient shall contain language comparable to this section so as to assure access by authorized parties to the pertinent records of any Sub Recipient, Sub Awardee, contractor, or subcontractor.
7. The Sub Recipient shall submit the Progress and Final Performance Report to the State, as required by the U.S. Department of Housing and Urban Development. The Sub Recipient shall submit any other reports, containing such information, and at such times as may be required by the Kansas Housing Resources Corporation & 24 CFR 576.500.
8. The Sub Recipient and Sub Awardee's funded under this grant sub award, shall acknowledge support of the Kansas Housing Resources Corporation in all public relations materials describing local Emergency Solutions Grant activities.

9. Special Conditions: The specific provisions found in “Contractual Provisions Attachment” (Form DA-146a), attached hereto to be executed by parties to this agreement, and are hereby incorporated into this agreement and made a part hereof.
10. No Sub Recipient or Sub Awardee may participate in the ESG funded project in any capacity or be a recipient of Federal funds designated for this project if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”
11. Sub Recipient with Grant Sub Awards of amounts in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Sub Recipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
13. KHRC may terminate this Agreement or any Grant Sub Award upon written notice if Sub Recipient materially breaches this Agreement and fails to correct the breach within 30 days following written notice specifying such material breach.

Grant Sub Awards for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

14. Termination for Cause and for Convenience (contracts of \$10,000 or more). (a) KHRC may terminate this contract in whole, or from time to time in part, for KHRC’s convenience or the failure of the Sub Recipient to fulfill the contract obligations (cause/default). KHRC shall terminate by delivering to the Sub Recipient a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Sub Recipient shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KHRC all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process. (b) If the termination is for the convenience of KHRC, KHRC shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Sub Recipient to fulfill its obligations under the contract (cause/default), KHRC may (1) require the Sub Recipient to deliver to

it, in the manner and to the extent directed by KHRC, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Sub Recipient shall be liable for any additional cost incurred by KHRC; and (3) withhold any payments to the Sub Recipient for the purpose of set-off or partial payment, as the case may be, of amounts owned by KHRC by the Sub Recipient. In the event of termination for cause/default, KHRC shall be liable to the Sub Recipient for reasonable costs incurred by the Sub Recipient before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

15. Sub Recipient will disclose any consultants and interested parties and certify that current KHRC employees, for a period up to 2 years after their employment ends, won't financially gain from the funding received through KHRC.

Signature

August 10, 2021

Date

Chuck Munsell, Mayor

Title

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. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July 2021.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement with Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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 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 State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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 to 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) 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) if it is determined that the contractor has violated applicable provisions of ADA, 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.
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Chuck Munsell, Mayor

August 10, 2021

Signature and Title

Date

BUDGET ITEMIZATION
KANSAS EMERGENCY SOLUTIONS GRANT PROGRAM
KANSAS HOUSING RESOURCES CORPORATION

Sub Recipient's Name	Sub Recipient's Address
City of Pittsburg	PO BOX 688; 201 W 4th Street 216 N Broadway, Ste G Pittsburg, KS 66762

APPROVED ESG EXPENSES

FOR SUB-AWARDEE

City of Pittsburg

STATE ESG FUNDS (See ESG Eligible Amount Activities.)

Street Outreach *(List standard sub items with planned expenses.)*

\$

Emergency Shelter *(List standard sub items with planned expenses.)*

\$

Homeless Prevention *(List standard sub items with planned expenses.)*

\$

25,000.00

Rental Assistance : \$8,000 CM Salary: \$6,000
Utility Assistance: \$5,000
Rental Arrears: \$5,000
Security Deposit: \$1,000

Rapid Re-Housing *(List standard sub items with planned expenses.)*

\$

25,000.00

Rental Assistance: \$10,000
Utility Assistance: \$6,000
Security Deposit: \$3,000
CM Salary: \$6,000

HMIS *(List standard sub items with planned expenses.)*

\$

TOTAL APPROVED ESG EXPENSES

\$

50,000.00

BUDGET ITEMIZATION
PAGE 2

LOCAL MATCHING FUNDS

AMOUNT

Donated Materials or Buildings	\$	
Value of Lease	\$	
Staff Salaries	\$	76,757.45
Staff Salaries		
Volunteer Time	\$	15,125.00
In-kind HQS Inspector Service		
Other Non-ESG Sources	\$	
TOTAL MATCHING FUNDS (Must equal Total Approved ESG Expenses.)	\$	91,882.45

I, the undersigned, approve this Budget Itemization.

Financial Officer of Sub-Recipient Responsible for ESG Account

August 10, 2021

Signature

Date

Chuck Munsell

Mayor, City of Pittsburg

Name

Title

620-231-4100

620-232-3453

Telephone #

Fax #

EMERGENCY SOLUTIONS GRANT – FAITH BASED AGENCY CERTIFICATION

Name of Sub Recipient:	City of Pittsburgh
Name of Sub Award:	City of Pittsburgh

Faith-Based Activities: Does subrecipient ensure that the Sub Award does not engage in inherently religious activities as part of the programs or services funded under ESG? If the Sub Award conducted these activities, were they offered separately, in time or location, from the programs or services funded under ESG, and was participation voluntary for all program participants?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
---	---

Faith-Based Activities: Does subrecipient ensure that the Sub Award does not discriminate against a program participant or prospective program participant on the basis of religion or religious belief?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
---	---

Faith-Based Activities (Rehabilitation): Does subrecipient ensure that ESG funds will not be used for the rehabilitation of sanctuaries, chapels, or other rooms that an ESG-funded religious congregation uses as its principal place of worship?	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> Yes No N/A
---	---

Faith-Based Activities (Rehabilitation): If a structure is used for both eligible and inherently religious activities, does the subrecipient ensure that the amount of ESG funds the Sub Award used will be limited to the costs of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
---	---

Signature of Sub Recipient Official: _____

Date: August 10, 2021



PROJECT NAME: City of Pittsburg - ESG - 2021

ERR FILE #: 2021 ESG Retain this form in the ERR of the subject project.

REQUIREMENTS listed at 24 CFR 58.6

1. AIRPORT RUNWAY PROTECTION ZONE / CLEAR ZONE NOTIFICATION

[24 C.F.R. Part 51.303(a)(3)]

Does the project involve the sale or acquisition of property located within a Civil Airport's Runway Protection Zone or a Military Airfield's Clear Zone?

() No. Cite or attach Source Document: PTS Airport Hazard Area Map Shelter 1
(Project complies with 24 CFR 51.303(a)(3).)

() Yes. **Notice must be provided to buyer.** The notice must advise the buyer that the property is in a Runway Protection Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in this ERR.

2. COASTAL BARRIERS RESOURCES ACT

[Coastal Barrier Improvement Act of 1990 (16 U.S.C. 3501)]

Is the project located in a coastal barrier resource area?

(X) No. Cite or attach Source Document: No CBRA in MO/KS/NE/IA <http://www.fema.gov/nfip/cobra.shtm>
(Proceed with project.)

() Yes. Federal assistance may not be used in such an area.

3. FLOOD DISASTER PROTECTION ACT *[Flood Disaster*

Protection Act of 1973, as amended (42 U.S.C. 4001-4128)]

Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard Area?

() No. Cite or attach Source Document: 20037C0337E FIRM Shelter 1
(Proceed with project.)

() Yes. Cite or attach Source Document: _____
Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

() Yes. **Flood Insurance under the National Flood Insurance Program must be obtained.** If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.

() No. **Federal assistance may not be used in the Special Flood Hazards Area.**

Chuck Munsell, Mayor

August 10, 2021

Responsible Entity Official: Signature / Name / Title /Date

ATKINSON MUNICIPAL AIRPORT (PTS)

Pittsburg, Kansas

Exhibit A

Airport Hazard Area Map



TERPS

VGAS

FAR Part 77

LEGEND

- Terminal Instrument Procedures (TERPS) Surfaces
- Vertically Guided Approach Surfaces (VGAS)
- FAR Part 77 Civil Airport Imaginary Surfaces
- Permits Required Regardless of Height of Structure

Exhibit A is a depiction, for illustrative purposes only, of the Airport Hazard Areas adopted by the HEIGHT AND HAZARD REGULATIONS for the Atkinson Municipal Airport (PTS), as referenced on the Kansas Department of Transportation (KDOT) "Kansas Airspace Awareness Tool" at www.kdot.org/airspaceatool. For regulatory purposes, including interpretation and enforcement of locally adopted regulations, the administrator of those regulations should consult the Federal Aviation Administration (FAA) and the State of Kansas Department of Transportation, Aviation Division; and the CEAAA site for administering FAA Form 7460 and related enforcement procedures.



Not to Scale

LOCHNER
1001 East Main Street, Suite 100, Pittsburg, KS 66060
 620.233.5151 | www.lochner.com

[illegible][illegible][illegible]

BUDGET ITEMIZATION
KANSAS EMERGENCY SOLUTIONS GRANT PROGRAM
KANSAS HOUSING RESOURCES CORPORATION

Sub Recipient's Name	Sub Recipient's Address
Wesley House	411 E 12th Street Pittsburg, KS 66762

APPROVED ESG EXPENSES

FOR SUB-AWARDEE

Wesley House

STATE ESG FUNDS (See ESG Eligible Amount Activities.)

Street Outreach *(List standard sub items with planned expenses.)*

\$

Emergency Shelter *(List standard sub items with planned expenses.)*

\$

50,000.00

Shelter Overhead Operating Expenses: \$3,000
Renovations: \$4,000
Supplies: \$693
Essential Services Homeless Case Manager: \$42,307

Homeless Prevention *(List standard sub items with planned expenses.)*

\$

Rapid Re-Housing *(List standard sub items with planned expenses.)*

\$

HMIS *(List standard sub items with planned expenses.)*

\$

TOTAL APPROVED ESG EXPENSES

\$

50,000.00

BUDGET ITEMIZATION
PAGE 2

LOCAL MATCHING FUNDS

AMOUNT

Donated Materials or Buildings	\$	
Value of Lease	\$	57,000.00
Wesley House Building		
Staff Salaries	\$	
Volunteer Time	\$	9,600.00
In-kind Kitchen Volunteer Help		
Other Non-ESG Sources	\$	
TOTAL MATCHING FUNDS	\$	66,600.00
(Must equal Total Approved ESG Expenses.)		

I, the undersigned, approve this Budget Itemization.

Financial Officer of Sub-Recipient Responsible for ESG Account

August 10, 2021

Signature

Date

Chuck Munsell

Mayor, City of Pittsburgh

Name

Title

620-231-4100

620-232-3453

Telephone #

Fax #

EMERGENCY SOLUTIONS GRANT – FAITH BASED AGENCY CERTIFICATION

Name of Sub Recipient:	City of Pittsburgh
Name of Sub Award:	Wesley House

Faith-Based Activities: Does subrecipient ensure that the Sub Award does not engage in inherently religious activities as part of the programs or services funded under ESG? If the Sub Award conducted these activities, were they offered separately, in time or location, from the programs or services funded under ESG, and was participation voluntary for all program participants?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
---	--

Faith-Based Activities: Does subrecipient ensure that the Sub Award does not discriminate against a program participant or prospective program participant on the basis of religion or religious belief?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
---	--

Faith-Based Activities (Rehabilitation): Does subrecipient ensure that ESG funds will not be used for the rehabilitation of sanctuaries, chapels, or other rooms that an ESG-funded religious congregation uses as its principal place of worship?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
---	--

Faith-Based Activities (Rehabilitation): If a structure is used for both eligible and inherently religious activities, does the subrecipient ensure that the amount of ESG funds the Sub Award used will be limited to the costs of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
---	--

Signature of Sub Recipient Official: _____

Date: August 10, 2021

Grant Award Conditions

Kansas ESG Program

1. All ESG Sub Recipients must have signed the “Certification of Local Approval for Nonprofit Organizations” and the, “Local Unit of Government Emergency Solutions Grant Program ESG FY2021 Certifications” contained in the Kansas Emergency Solutions Grant Application before any funds will be distributed.
2. The Sub Recipient requests for grant funds shall only be for reimbursement of activities, as specifically agreed to in the “Notification of Grant Sub Award” and “Budget Itemization”. Any request for changes must be submitted to the Kansas Housing Resources Corporation (KHRC) in writing.
3. When salaries are included in the State’s grant Sub Award, concurrent with the first reimbursement of salaries, the Sub Recipient shall submit the name, title, beginning date, and qualifications of the employee(s).
4. The State will de-obligate and recapture from the Sub Recipient, any unexpended grant funds after the ending date of grant sub award, unless an extension is agreed to for completion of activities specified in the “Notification of Grant Sub Award” and “Budget Itemization.”
5. The Sub Recipient, and Sub Awardee to which it distributes Emergency Solutions Grant funds, shall maintain program and fiscal records, and retain such records for a minimum of five years after completion of the State’s Final Report to the U.S. Department of Housing and Urban Development or until completion of a State Audit Report.
6. Authorized representatives of KHRC, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Sub Recipient pertaining to the administration of these funds and the receipt of assistance under the ESG Program as may be necessary to make audits, examinations, excerpts, and transcripts. Any contract or agreement entered into by the Recipient shall contain language comparable to this section so as to assure access by authorized parties to the pertinent records of any Sub Recipient, Sub Awardee, contractor, or subcontractor.
7. The Sub Recipient shall submit the Progress and Final Performance Report to the State, as required by the U.S. Department of Housing and Urban Development. The Sub Recipient shall submit any other reports, containing such information, and at such times as may be required by the Kansas Housing Resources Corporation & 24 CFR 576.500.
8. The Sub Recipient and Sub Awardee's funded under this grant sub award, shall acknowledge support of the Kansas Housing Resources Corporation in all public relations materials describing local Emergency Solutions Grant activities.

9. Special Conditions: The specific provisions found in “Contractual Provisions Attachment” (Form DA-146a), attached hereto to be executed by parties to this agreement, and are hereby incorporated into this agreement and made a part hereof.
10. No Sub Recipient or Sub Awardee may participate in the ESG funded project in any capacity or be a recipient of Federal funds designated for this project if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”
11. Sub Recipient with Grant Sub Awards of amounts in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Sub Recipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
13. KHRC may terminate this Agreement or any Grant Sub Award upon written notice if Sub Recipient materially breaches this Agreement and fails to correct the breach within 30 days following written notice specifying such material breach.

Grant Sub Awards for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

14. Termination for Cause and for Convenience (contracts of \$10,000 or more). (a) KHRC may terminate this contract in whole, or from time to time in part, for KHRC’s convenience or the failure of the Sub Recipient to fulfill the contract obligations (cause/default). KHRC shall terminate by delivering to the Sub Recipient a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Sub Recipient shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KHRC all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process. (b) If the termination is for the convenience of KHRC, KHRC shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Sub Recipient to fulfill its obligations under the contract (cause/default), KHRC may (1) require the Sub Recipient to deliver to

it, in the manner and to the extent directed by KHRC, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Sub Recipient shall be liable for any additional cost incurred by KHRC; and (3) withhold any payments to the Sub Recipient for the purpose of set-off or partial payment, as the case may be, of amounts owned by KHRC by the Sub Recipient. In the event of termination for cause/default, KHRC shall be liable to the Sub Recipient for reasonable costs incurred by the Sub Recipient before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

15. Sub Recipient will disclose any consultants and interested parties and certify that current KHRC employees, for a period up to 2 years after their employment ends, won't financially gain from the funding received through KHRC.

Helen Johnston

Signature

09/03/2021

Date

Executive Director

Title

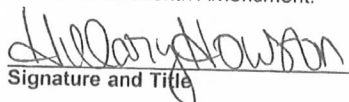
CONTRACTUAL PROVISIONS ATTACHMENT

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. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July 2021.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement with Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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 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 State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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 to 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) 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) if it is determined that the contractor has violated applicable provisions of ADA, 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. Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

 Executive Director
Signature and Title

08/03/2021
Date



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: August 5, 2021

SUBJECT: August 10, 2021 Agenda Item
Veritiv Assignment and Assumption of Lease

Veritiv, a company based in Atlanta, has been leasing a City-owned building at 3004 Rotary Terrace for several years under the name of Rollsource. The current lease agreement runs through March of 2022 with an option for an additional two years afterwards.

In April 2021, Rollsource was sold to Pixelle Specialty Solutions, LLC, a Delaware-based major manufacturer of specialty papers. Pixelle Specialty Solutions has requested to assume the lease responsibilities on the City's building, but this requires approval from the City in order to transfer the lease.

Pixelle Specialty Solutions has provided an Assignment and Assumption of Lease document for the City's consideration.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 10, 2021. Action being requested is approval of the submitted Assignment and Assumption of Lease document and authorization for the Mayor to sign.

ASSIGNMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment"), is entered into as of August __, 2021 (the "Effective Date"), by and among Veritiv Operating Company, a Delaware corporation ("Assignor"), Pixelle Specialty Solutions LLC, a Delaware limited liability company ("Assignee") and City of Pittsburg, Kansas, a municipal corporation, ("Landlord").

RECITALS

WHEREAS, Assignor and Landlord have entered into a Lease Agreement dated as of April 23, 2019 (the "Lease"), with respect to the lease by Assignor of a building with approximately 40,000 square feet of floor space with an address of 3004 Rotary Drive, Pittsburg, Kansas 66762, together with any and all improvements located therein (collectively, the "Premises"), as more particularly described in the Lease; and

WHEREAS, Section 21 of the Lease provides that Assignor shall not assign its interest in the Lease without the prior written consent of Landlord, and Landlord has agreed to provide its consent to such assignment; and

WHEREAS, Assignor desires to assign its interest in the Lease to Assignee; and

WHEREAS, Assignee desires to assume the obligations of "Tenant" under the Lease in accordance with the provisions of this Assignment; and

WHEREAS, the parties hereto desire to evidence and confirm the assignment of the Lease by Assignor to Assignee and the assumption by Assignee of the obligations of "Tenant" under the Lease in accordance with the provisions of this Assignment.

NOW, THEREFORE, for and in consideration of the Premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing facts and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties to this Assignment, Landlord, Assignor, and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Lease.
2. Assignee hereby (a) accepts the assignment, transfer and conveyance of all of Assignor's right, title and interest in and to the Lease, and (b) assumes and agrees to perform and fulfill all of the terms, covenants, conditions and obligations of Assignor under or with respect to the Lease and arising or accruing on or after the Effective Date, including, without limitation, the obligation to make all payments due to, or payable on behalf of, Landlord under the Lease when due and payable, the first of which is due and payable on September 1, 2021.

3. Landlord hereby expressly consents to the assignment of the Lease as set forth above; provided, however, that such assignment releases Assignor from any and all liability of tenant under the terms and obligations of the Lease to the extent that such liability arises on or after the Effective Date.

4. Landlord's consent and acceptance of the foregoing assignment and assumption of the Lease shall not constitute a consent by Landlord to any further subletting or assignments or subletting of the entire or any portion of the Premises.

5. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

6. This Assignment shall be governed by and construed in accordance with the laws of the state where the Premises is located.

7. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the Effective Date.

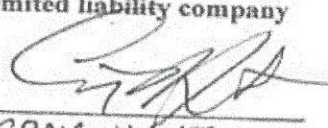
ASSIGNOR:

VERITIV OPERATING COMPANY

By: Lynsey Atkinson
Name: Lynsey Atkinson
Title: Director of Operations & Warehouse Strategy

ASSIGNEE:

PIXELLE SPECIALTY SOLUTIONS, LLC,
a Delaware limited liability company

By: 
Name: CRAIG HUNT
Title: Vice President

LANDLORD:

CITY OF PITTSBURG, KANSAS
a municipal corporation

By: _____
Name: _____
Title: _____

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0321	KP&F	D	7/23/2021			000000		45,634.60
0728	ICMA	D	7/23/2021			000000		772.50
1050	KPERS	D	7/23/2021			000000		39,136.97
3079	COMMERCE BANK	D	7/27/2021			000000		45,683.75
4520	ETS CORPORATION	D	8/02/2021			000000		11,058.16
5677	BANK OF AMERICA, INC	D	8/03/2021			000000		24.95
6415	GREAT WEST TANDEM KPERS 457	D	7/23/2021			000000		4,264.00
7290	DELTA DENTAL OF KANSAS INC	D	7/23/2021			000000		3,104.10
7290	DELTA DENTAL OF KANSAS INC	D	7/30/2021			000000		1,666.00
7877	TRUSTMARK HEALTH BENEFITS INC	D	7/22/2021			000000		42,378.59
7877	TRUSTMARK HEALTH BENEFITS INC	D	7/29/2021			000000		37,253.98
8051	AFLAC GROUP INSURANCE	D	7/23/2021			000000		1,752.38
8370	WEX HEALTH, INC.	D	7/23/2021			000000		5,262.03
6524	ELLIOTT EQUIPMENT COMPANY	E	7/26/2021			012270		361.60
8400	TK ELEVATOR CORPORATION	E	7/26/2021			012271		3,747.36
8432	WHISPERING PINES MHC LLC	E	7/26/2021			012272		2,430.00
0044	CRESTWOOD COUNTRY CLUB	E	7/26/2021			012273		358.44
0046	ETTINGERS OFFICE SUPPLY	E	7/26/2021			012274		149.27
0055	JOHN'S SPORT CENTER, INC.	E	7/26/2021			012275		189.99
0087	FORMS ONE, LLC	E	7/26/2021			012276		72.00
0101	BUG-A-WAY INC	E	7/26/2021			012277		160.00
0105	PITTSBURG AUTOMOTIVE	E	7/26/2021			012278		404.41

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0133	JIM RADELL CONSTRUCTION COMPAN	E	7/26/2021			012279		9,060.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	7/26/2021			012280		25.00
0142	HECKERT CONSTRUCTION CO INC	E	7/26/2021			012281		90,446.20
0335	CUSTOM AWARDS, LLC	E	7/26/2021			012282		25.00
0534	TYLER TECHNOLOGIES INC	E	7/26/2021			012283		106,008.23
0577	KANSAS GAS SERVICE	E	7/26/2021			012284		1,922.24
0597	CORNEJO & SONS LLC	E	7/26/2021			012285		5,548.77
0746	CDL ELECTRIC COMPANY INC	E	7/26/2021			012286		202.50
1033	BOLLINGER GROUP, LLC	E	7/26/2021			012287		100.00
1478	KANSASLAND TIRE #1828	E	7/26/2021			012288		1,868.51
1792	B&L WATERWORKS SUPPLY, LLC	E	7/26/2021			012289		7,603.75
2005	GALLS PARENT HOLDINGS, LLC	E	7/26/2021			012290		115.36
3668	MID AMERICA PROPERTIES OF PITT	E	7/26/2021			012291		1,904.19
4307	HENRY KRAFT, INC.	E	7/26/2021			012292		3,633.75
4492	PITTSBURG SENIORS LP	E	7/26/2021			012293		553.00
5640	WELLPATH LLC	E	7/26/2021			012294		54.00
5720	J & M DISPLAYS INC	E	7/26/2021			012295		20,000.00
5855	STERICYCLE, INC.	E	7/26/2021			012296		278.72
5855	STERICYCLE, INC.	E	7/26/2021			012297		103.36
6103	ED MCCULLOUGH	E	7/26/2021			012298		133.00
6214	PITT PLASTICS INC	E	7/26/2021			012299		46.14
6298	L. KEVAN SCHUPBACH	E	7/26/2021			012300		550.00

VENDOR SET: 99 City of Pittsburgh, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 7/21/2021 THRU 8/03/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6394	KEVIN R. HALL	E	7/26/2021			012301		650.00
6595	AMAZON.COM, INC	E	7/26/2021			012302		10,742.32
7038	SIGNET COFFEE ROASTERS	E	7/26/2021			012303		175.00
7083	PITTSBURG HEIGHTS, LP	E	7/26/2021			012304		535.00
7151	QUADIENT FINANCE USA INC	E	7/26/2021			012305		1,253.05
7167	QUADIENT LEASING USA INC	E	7/26/2021			012306		345.93
7448	CARUS CORPORATION	E	7/26/2021			012307		2,658.48
7559	MEGAN LYNN MUNGER	E	7/26/2021			012308		144.00
7645	SEWARD RENTALS, LLC	E	7/26/2021			012309		774.19
7866	JAMES MICHAEL HORTON	E	7/26/2021			012310		650.00
8046	CONVERGEONE, INC.	E	7/26/2021			012311		136,702.60
8194	BAKER TILLEY MUNICIPAL ADVISOR	E	7/26/2021			012312		1,500.00
8309	MISSISSIPPI LIME COMPANY	E	7/26/2021			012313		6,488.75
8325	FLEET FUELS LLC	E	7/26/2021			012314		963.87
8463	KELLY MARLENE DUFFIN	E	7/26/2021			012315		25.00
8211	UMB BANK N.A.	E	7/29/2021			012316		53,767.72
0551	A-7 AUSTIN, LTD	E	8/02/2021			012317		187.58
2004	AIRE-MASTER OF AMERICA, INC.	E	8/02/2021			012318		17.22
8202	PETROLEUM TRADERS CORPORATION	E	8/02/2021			012319		19,742.90
8236	NORTHGATE ASSOCIATES LLC	E	8/02/2021			012320		8,517.80
8467	WASTE CORPORATION OF KANSAS, L	E	8/02/2021			012321		47.90
0046	ETTINGERS OFFICE SUPPLY	E	8/02/2021			012322		342.95

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0054	JOPLIN SUPPLY COMPANY	E	8/02/2021			012323		1,682.52
0055	JOHN'S SPORT CENTER, INC.	E	8/02/2021			012324		265.00
0105	PITTSBURG AUTOMOTIVE	E	8/02/2021			012325		474.28
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	8/02/2021			012326		136.29
0276	JOE SMITH COMPANY, INC.	E	8/02/2021			012327		782.11
0335	CUSTOM AWARDS, LLC	E	8/02/2021			012328		50.00
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	8/02/2021			012329		4,300.00
0438	SD&M PLUMBING	E	8/02/2021			012330		3,016.00
0516	AMERICAN CONCRETE CO INC	E	8/02/2021			012331		6,188.65
0627	BOETTCHER SUPPLY INC	E	8/02/2021			012332		80.35
0700	NAMES AND NUMBERS	E	8/02/2021			012333		2,991.60
0726	PITTSBURG STATE UNIVERSITY	E	8/02/2021			012334		12,500.00
0746	CDL ELECTRIC COMPANY INC	E	8/02/2021			012335		2,960.50
0753	COUNTY OF CRAWFORD	E	8/02/2021			012336		150.00
0786	BUDGET PLUMBING LLC	E	8/02/2021			012337		303.07
0823	TOUCHTON ELECTRIC INC	E	8/02/2021			012338		275.00
0866	AVFUEL CORPORATION	E	8/02/2021			012339		19,751.58
1033	BOLLINGER GROUP, LLC	E	8/02/2021			012340		100.00
1199	SCURLOCK INDUSTRIES OF NORTH M	E	8/02/2021			012341		4,361.84
1478	KANSASLAND TIRE #1828	E	8/02/2021			012342		711.73
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	8/02/2021			012343		85.00
2960	PACE ANALYTICAL SERVICES LLC	E	8/02/2021			012344		9,392.00

VENDOR SET: 99 City of Pittsburgh, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 7/21/2021 THRU 8/03/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2994	COMMERCIAL AQUATIC SERVICE INC	E	8/02/2021			012345		3,708.71
3192	MUNICIPAL CODE CORP	E	8/02/2021			012346		162.10
3261	PITTSBURG AUTO GLASS	E	8/02/2021			012347		325.00
3463	CONTROLS & ELECTRIC MOTOR	E	8/02/2021			012348		568.28
3802	BRENNTAG MID-SOUTH INC	E	8/02/2021			012349		2,333.00
4307	HENRY KRAFT, INC.	E	8/02/2021			012350		102.54
5014	MID-AMERICA SANITATION INC.	E	8/02/2021			012351		3,720.00
6389	PROFESSIONAL TURF PRODUCTS LP	E	8/02/2021			012352		210.35
6577	GREENSPRO INC	E	8/02/2021			012353		454.21
6851	SCHULTE SUPPLY INC	E	8/02/2021			012354		1,717.80
7028	MATTHEW L. FRYE	E	8/02/2021			012355		400.00
7100	FIRST UNITED METHODIST CHURCH	E	8/02/2021			012356		6,690.65
7367	HECK AND WICKER, INC	E	8/02/2021			012357		103,015.32
7427	OLSSON INC	E	8/02/2021			012358		10,684.52
7473	CAROL BAKKE	E	8/02/2021			012359		75.00
7608	LELAND LOFTS LLC	E	8/02/2021			012360		2,187.24
7667	BRENT'S ELECTRIC, LLC	E	8/02/2021			012361		1,022.84
7991	PRECISION DELTA CORPORATION	E	8/02/2021			012362		3,590.00
8132	MIKE CARPINO FORD PITTSBURG IN	E	8/02/2021			012363		22,541.96
8469	DAVE BREDE	E	8/02/2021			012364		1,612.42
8454	BRYAN ALLEN	R	7/23/2021			189455		140.00
4277	J & D EQUIPMENT	R	7/23/2021			189456		147.27

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5561	AT&T MOBILITY	R	7/23/2021			189457		131.20
0004	MATT BACON	R	7/23/2021			189458		124.45
7856	BARDAVON HEALTH INNOVATIONS, L	R	7/23/2021			189459		425.00
5966	BERRY COMPANIES, INC.	R	7/23/2021			189460		386.87
1616	CITY OF PITTSBURG	R	7/23/2021			189461		100.00
1616	CITY OF PITTSBURG	R	7/23/2021			189462		100.00
5283	CLASS LTD	R	7/23/2021			189463		50.40
1	COOK, TABBI DAWN	R	7/23/2021			189464		211.00
4263	COX COMMUNICATIONS KANSAS LLC	R	7/23/2021			189465		31.49
4636	EVERGY KANSAS CENTRAL INC. (HA	R	7/23/2021			189466		303.03
1108	EVERGY KANSAS CENTRAL INC	R	7/23/2021			189467		2,858.70
7995	HERITAGE TRACTOR INC	R	7/23/2021			189468		202.32
7414	KANSAS GAS SERVICE (ESG)	R	7/23/2021			189469		603.52
8389	CALEB W. LEE	R	7/23/2021			189470		60.00
8417	FRED LUNDIEN	R	7/23/2021			189471		175.00
7480	RODGER PETRAIT	R	7/23/2021			189472		120.00
3434	PITTSBURG SUNRISE ROTARY	R	7/23/2021			189473		337.50
0175	REGISTER OF DEEDS	R	7/23/2021			189474		21.00
0188	SECRETARY OF STATE	R	7/23/2021			189475		25.00
0188	SECRETARY OF STATE	R	7/23/2021			189476		125.25
7270	SECURITY 1ST TITLE, LLC	R	7/23/2021			189477		75.00
8375	TRASH HOG LLC	R	7/23/2021			189478		163.78

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 7/21/2021 THRU 8/03/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8089	JORAN STOUT-MITCHELL	R	7/23/2021			189479		40.00
1	TRAN, ANH	R	7/23/2021			189480		13.00
6260	TRANE	R	7/23/2021			189481		755.00
2876	CRAIG FARNSWORTH	R	7/30/2021			189492		248.50
8454	BRYAN ALLEN	R	7/30/2021			189493		140.00
4263	COX COMMUNICATIONS KANSAS LLC	R	7/30/2021			189494		93.40
0375	WICHITA WATER CONDITIONING	R	7/30/2021			189495		63.00
1108	EVERGY KANSAS CENTRAL INC	R	7/30/2021			189496		42.60
8199	PRINTER'S INK LLC	R	7/30/2021			189497		813.00
8033	FIRE SYSTEMS TECHNOLOGY INC	R	7/30/2021			189498		839.88
1	JEFF & CHERYL BROOKS	R	7/30/2021			189499		6,000.99
0380	KANSAS DEPARTMENT OF REVENUE	R	7/30/2021			189500		50.00
2877	KDHE - BUREAU OF WATER	R	7/30/2021			189501		20.00
7945	LUCKY-BUT LAWN CARE, LLC	R	7/30/2021			189502		45.89
8417	FRED LUNDIEN	R	7/30/2021			189503		200.00
8429	EMILY MCGOWN	R	7/30/2021			189504		126.00
7938	ROSANO DEL PILAR MENDEZ	R	7/30/2021			189505		25.00
7601	MEYER LAW FIRM, LLC	R	7/30/2021			189506		360.00
7480	RODGER PETRAIT	R	7/30/2021			189507		140.00
0397	PITTSBURG POLICE DEPT	R	7/30/2021			189508		19.50
8375	TRASH HOG LLC	R	7/30/2021			189509		526.70
8089	JORAN STOUT-MITCHELL	R	7/30/2021			189510		80.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 7/21/2021 THRU 8/03/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5589	CELLCO PARTNERSHIP	R	7/30/2021			189511		113.93

* * T O T A L S * *		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	47			17,674.17	0.00	17,674.17
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	13			237,992.01	0.00	237,992.01
EFT:	95			739,966.51	0.00	739,966.51
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	155		995,632.69	0.00	995,632.69
BANK: 80144 TOTALS:	155		995,632.69	0.00	995,632.69

VENDOR SET: 99 City of Pittsburgh, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 7/21/2021 THRU 8/03/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5906	JOHN HINRICHS	E	8/03/2021			012365		183.00
5961	LAWRENCE A VANBECELAERE	E	8/03/2021			012366		141.00
7717	LAWRENCE E GIGER	E	8/03/2021			012367		665.00
7837	MARJI RENTALS, LLC	E	8/03/2021			012368		287.00
8191	KURT E GALE	E	8/03/2021			012369		600.00
0372	CONNER REALTY	E	8/03/2021			012370		905.00
1008	BENJAMIN M BEASLEY	E	8/03/2021			012371		1,097.00
1231	JOHN LOVELL	E	8/03/2021			012372		738.00
1609	P & L COMPANY	E	8/03/2021			012373		4,371.00
1982	KENNETH N STOTTS, SR	E	8/03/2021			012374		282.00
2304	DENNIS HELMS	E	8/03/2021			012375		94.00
2542	YOST PROPERTIES	E	8/03/2021			012376		368.00
3082	JOHN R JONES	E	8/03/2021			012377		328.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	8/03/2021			012378		145.00
3162	TOM YOAKAM	E	8/03/2021			012379		162.00
3218	CHERYL L BROOKS	E	8/03/2021			012380		311.00
3272	DUNCAN HOUSING LLC	E	8/03/2021			012381		3,310.00
3273	RICHARD F THENIKL	E	8/03/2021			012382		1,035.00
3294	JOHN R SMITH	E	8/03/2021			012383		1,110.00
3668	MID AMERICA PROPERTIES OF PITT	E	8/03/2021			012384		14,494.00
4054	MICHAEL A SMITH	E	8/03/2021			012385		1,349.00
4492	PITTSBURG SENIORS LP	E	8/03/2021			012386		2,764.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5393	ANGELES PROPERTIES LLC - HAP	E	8/03/2021			012387		1,676.00
5549	DELBERT BAIR	E	8/03/2021			012388		282.00
5656	EARL L. HARTMAN	E	8/03/2021			012389		875.00
5658	DEANNA J HIGGINS	E	8/03/2021			012390		609.00
5676	BARBARA TODD	E	8/03/2021			012391		23.00
5796	JOHN A ESLICK	E	8/03/2021			012392		464.00
5817	JAMA ENTERPRISES LLP	E	8/03/2021			012393		267.00
5834	DENNIS TROUT	E	8/03/2021			012394		328.00
5885	CHARLES T GRAVER	E	8/03/2021			012395		56.00
5896	HORIZON INVESTMENTS GROUP INC	E	8/03/2021			012396		98.00
5957	PASTEUR PROPERTIES	E	8/03/2021			012397		4,633.00
6090	RANDAL BENNEFELD	E	8/03/2021			012398		415.00
6161	MICHAEL J STOTTS	E	8/03/2021			012399		206.00
6172	ANDREW A. WACHTER	E	8/03/2021			012400		216.00
6269	EDWARD SWOR	E	8/03/2021			012401		721.00
6298	L. KEVAN SCHUPBACH	E	8/03/2021			012402		7,586.00
6322	R JAMES BISHOP	E	8/03/2021			012403		401.00
6333	JANA DALRYMPLE	E	8/03/2021			012404		334.00
6394	KEVIN R. HALL	E	8/03/2021			012405		2,584.00
6441	HEATHER MASON WHITE	E	8/03/2021			012406		943.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	8/03/2021			012407		10,044.00
6673	JUDITH A COLLINS	E	8/03/2021			012408		622.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 7/21/2021 THRU 8/03/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6694	DELBERT BAIR	E	8/03/2021			012409		461.00
6877	CHRISTOPHER KYLE BATTAGLIA	E	8/03/2021			012410		463.00
6886	DELBERT BAIR	E	8/03/2021			012411		466.00
6916	STILWELL HERITAGE & EDUCATIONA	E	8/03/2021			012412		2,230.00
7083	PITTSBURG HEIGHTS, LP	E	8/03/2021			012413		4,416.00
7112	RANDY VILELA BODY REPAIR, TRU	E	8/03/2021			012414		479.00
7220	TIM ADAM	E	8/03/2021			012415		183.00
7294	AMMP PROPERTIES, LLC	E	8/03/2021			012416		801.00
7312	JASON HARRIS	E	8/03/2021			012417		301.00
7326	RANDY ALLEE	E	8/03/2021			012418		287.00
7344	TERRY O BARTLOW	E	8/03/2021			012419		262.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	8/03/2021			012420		254.00
7554	TRAVIS R RIDGWAY	E	8/03/2021			012421		552.00
7582	KIRK A DUNCAN	E	8/03/2021			012422		695.00
7612	ENDICOTT RENTALS, LLC	E	8/03/2021			012423		732.00
7645	SEWARD RENTALS, LLC	E	8/03/2021			012424		965.00
7654	A & R RENTALS, LLC	E	8/03/2021			012425		3,251.00
7669	CHARLES GILMORE	E	8/03/2021			012426		533.00
7741	SUSAN E ADAMS	E	8/03/2021			012427		185.00
7805	KIRK DARROW	E	8/03/2021			012428		600.00
7864	CB HOMES LLC	E	8/03/2021			012429		800.00
7866	JAMES MICHAEL HORTON	E	8/03/2021			012430		1,512.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7918	CITY OF LEAVENWORTH	E	8/03/2021			012431		1,156.48
7936	PITTSBURG HIGHLANDS LP	E	8/03/2021			012432		1,519.00
7965	JAVA PROPERTIES LLC	E	8/03/2021			012433		282.00
8005	REMINGTON SQUARE APARTMENTS OF	E	8/03/2021			012434		6,408.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	8/03/2021			012435		1,381.00
8166	NICHOLE HAMBLIN	E	8/03/2021			012436		1,387.00
8168	TARA J STANDLEE	E	8/03/2021			012437		291.00
8174	MICHAEL A SMITH	E	8/03/2021			012438		477.00
8190	HEATHER SMITH	E	8/03/2021			012439		854.00
8266	RYAN SCHULTEIS	E	8/03/2021			012440		849.00
8276	CASEY BAKER	E	8/03/2021			012441		277.00
8302	PAUL CHRISTMAN	E	8/03/2021			012442		1,559.00
8329	CHARLES P. SIMPSON	E	8/03/2021			012443		475.00
8402	BEVERLY D PETERSON	E	8/03/2021			012444		741.00
8403	SETH P GOLLHOFER	E	8/03/2021			012445		226.00
8426	JOHN F KENNEDY	E	8/03/2021			012446		512.00
8428	MARCO IBARRA	E	8/03/2021			012447		287.00
8455	WILLIAM JOSHUA JAMESON	E	8/03/2021			012448		577.00
6152	MARTHA R CAMPBELL	R	8/02/2021			189512		217.00
6585	CLASS HOMES 1 LLC	R	8/02/2021			189513		60.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	8/02/2021			189514		1,220.00
7616	STEVE KUPLIN	R	8/02/2021			189515		599.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8177	MISSISSIPPI REGIONAL HOUSING A	R	8/02/2021			189516		659.38
8427	RENT-MOORE LLC	R	8/02/2021			189517		625.00
1800	DAN R. RODABAUGH	R	8/02/2021			189518		718.00
6451	NAZAR SAMAN	R	8/02/2021			189519		1,251.00
0472	LARRY SPRESSER	R	8/02/2021			189520		472.00
4897	JOHN VINARDI	R	8/02/2021			189521		875.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	10	6,696.38	0.00	6,696.38
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	84	107,808.48	0.00	107,808.48
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: HAP TOTALS:	94	114,504.86	0.00	114,504.86
BANK: HAP TOTALS:	94	114,504.86	0.00	114,504.86

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1874	HIGHLAND MEADOWS OF KS	E	8/03/2021			012449		62.00
3668	MID AMERICA PROPERTIES OF PITT	E	8/03/2021			012450		1,930.00
4492	PITTSBURG SENIORS LP	E	8/03/2021			012451		553.00
5534	SYCAMORE VILLAGE RES LP	E	8/03/2021			012452		1,371.00
8005	REMINGTON SQUARE APARTMENTS OF	E	8/03/2021			012453		1,400.00

* * T O T A L S * *		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		0		0.00	0.00	0.00
HAND CHECKS:		0		0.00	0.00	0.00
DRAFTS:		0		0.00	0.00	0.00
EFT:		5		5,316.00	0.00	5,316.00
NON CHECKS:		0		0.00	0.00	0.00
VOID CHECKS:		0	VOID DEBITS	0.00		
			VOID CREDITS	0.00	0.00	
TOTAL ERRORS: 0						

		NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99	BANK: TBRA	TOTALS:	5	5,316.00	0.00	5,316.00
BANK: TBRA	TOTALS:		5	5,316.00	0.00	5,316.00
REPORT TOTALS:			254	1,115,453.55	0.00	1,115,453.55

Passed and approved this 10th day of August, 2021.

Chuck Munsell, Mayor

ATTEST:

Tammy Nagel, City Clerk

WAIVER OF RIGHT OF REPURCHASE

As reserved and filed in Warranty Deed recorded in Book 636, Page 513 at the office of the Register of Deeds, Crawford County, Kansas, The City of Pittsburg, Kansas hereby releases to P&L Development, LLC, a Kansas limited liability company, the option to repurchase the property legally known as:

Lot Number Ten (10) in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

The City of Pittsburg, Kansas

By: _____
Chuck Munsell, Mayor

State of Kansas, County of Crawford} ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Chuck Munsell, Mayor of The City of Pittsburg, Kansas.

Notary Public

My Appointment Expires:



Security 1st Title

File No. 2415340

PARTIAL RELEASE OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the mortgagor, **P&L Development, LLC, a Kansas limited liability company**, made, executed and delivered to the mortgagee, **The City of Pittsburg, Kansas**, a mortgage dated February 5, 2019, in the amount of \$450,000.00, which mortgage was then **recorded on February 21, 2019, on Book 636, Page 514**, in the office of the Register of Deeds, Crawford County, Kansas, such mortgage including that property described below.

WITNESSETH IT THEN that, for value received, such mortgage shall be and is hereby released as to the following part of mortgaged premises:

Lot Number Ten (10) in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

provided that this partial release applies only to the property just above described, and no other part of the remaining land described in such mortgage as recorded.

Dated this _____ day of _____, 2021.

The City of Pittsburg, Kansas

Chuck Munsell, Mayor

State of Kansas, County of Crawford} ss.

This instrument was acknowledged before me on this _____ day of _____, 2021 by
Chuck Munsell, The City of Pittsburg, Kansas.

My Appointment Expires:

Notary Public

Interoffice Memorandum

To: Daron Hall, City Manager
From: Dexter Neisler, Zoning Administrator (DN:dg)
Date: July 27, 2021
Subject: Agenda Item – August 10, 2021
Preliminary Plat of Dean’s Addition

The Planning Commission/Board of Zoning Appeals, in its meeting of July 26, 2021, considered a request submitted by S&H Management, LLC, Pittsburg, KS, for the Preliminary Plat of Dean’s Addition. After reviewing all evidence presented, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend to the Governing Body **approval** of this request based on the following criteria:

Character of Neighborhood: This preliminary plat does not change the character of the neighborhood in any way. The purpose of this preliminary plat is to ‘clean up’ existing tracts of land.

Zoning and Nearby Property Use: This preliminary plat does not change any zoning or affect the use of any nearby property in any way.

Project Suitability for Proposed Use: This project is suitable for the proposed use as it does not change or affect any existing features including streets, drainage areas, sanitary sewers, or zoning.

Detrimental Affects to Nearby Properties: This preliminary plat will not pose any detrimental affects to any nearby properties.

Affects to Public Health, Safety & Welfare: Public health, safety, and welfare will not be affected by platting this property.

Staff Recommendation: Approve. This preliminary plat does not change or affect the character of the neighborhood in any way as it is simply formally platting existing parcels.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for August 10, 2021. **Requested Action:** For the Governing Body to approve or disapprove the Preliminary Plat for Dean’s Addition.

Attachment: Property Map

to the City of Pittsburg
A subdivision in a portion of SECTION 29,
TOWNSHIP 30 SOUTH, RANGE 25 EAST of the 6th P.M.
CRAWFORD COUNTY, KANSAS

○	Existing 1/2" Iron Rod	(M)	Measured Dimension
○	Origin Unknown (unless noted)	(D)	Deed Dimension
●	Set 1/2"x24" Iron Rod/Cap (unless otherwise noted)	(P)	Plat Dimension
		R/W	Right of Way
Δ	Section Corner	Conc.	Concrete
—	Origin Unknown (unless noted)	⊗	Water Meter
—	Boundary Line	>	Guy Wire
—	Setback Line	⊗	Gas Meter
— + — + — + —	Fence	⊗	Gas Valve
— E —	Overhead Electric Line	⊙	Telephone Riser Box
— V —	Water Line	⊗	Undetermined Manhole
— G —	Gas Line	⊗	Sanitary Sewer Cleanout
— T — T —	Underground Telephone	⊗	Sanitary Sewer Manhole
— S — S —	Sanitary Sewer Line	↓	Sign
•	Bollard	★	Light Pole
⊠	Curb Inlet or Area Inlet	⊠	Power Pole
⊠	Fire Hydrant	⊠	Water Valve
⊠	Handicap Parking	⊠	Electric Meter
⊠	Electric Cabinet	⊠	Climate Control Unit
⊠	Fiber Optic Marker		
⊠	Tree		
•	Stump		

