

Table of Contents

Agenda	6
Approval of the November 23, 2021, City Commission Meeting minutes.	
11-23-2021 Minutes.	13
Approval of the December 6, 2021, Special City Commission Meeting minutes.	
12-06-2021 Minutes.	17
Approval of Ordinance No. G-1334, providing for the change of certain areas from R-1C, Single-Family Residential, to CP-2, Planned General Commercial, 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 City of Pittsburg, for property located at 4th & Rouse), and authorize the mayor to sign the Ordinance of behalf of the City.	
Ord G-1334 - Zoning Change - City of Pittsburg - 4th & Rouse.	19
Approval of the Order vacating the West Half of Troxel Road, Troxel Subdivision of Lot 8, Brailey's Subdivision, submitted by 3P Development Group, LLC, and authorize the Mayor to sign the Order on behalf of the City.	
Order to Vacate - Vacation - Troxel Road.	21
Approval of the First Amended Farm Lease between the City of Pittsburg and Mr. Kenneth Biancarelli for the lease of all the tillable and grass land in Tracts 3, 4, 5, 5A located at the Atkinson Municipal Airport for a term of ten months beginning January 1, 2022, and ending December 31, 2022, in the amount of \$8,147.70 and authorize the Mayor to sign the lease on behalf of the City.	
Farm Lease - Biancarelli	23
Approval of staff recommendation to reappoint Mike Hanika to a first three-year term and reappoint Laura Klusener and Leah Posterick to second to three-year terms as members of the Planning Commission/Board of Zoning Appeals effective January 1, 2022, and concluding on December 31, 2024.	
Hanika Application	29
Klusener Application	31
Posterick Application	33
Approval of staff recommendation to reappoint Todd McKnight to a second three-year term as a member of the Economic Development Advisory Committee (EDAC) effective January 1, 2022, and to conclude on December 31, 2024.	
EDAC - McKnight Reappointment	36
Approval of staff recommendation to accept the Termination and Release of Lease between the City of Pittsburg, Veritiv Operating Company and Pixelle Specialty Solutions, LLC, in regard to the property most recently leased to Rollsource located at 3004 North Rotary Terrace, and authorize the Mayor to sign the Termination and Release of Lease on behalf of the City.	

Pixelle Lease Termination.	37
Approval of staff request to pursue the purchase of one (1) used 3/4-ton truck through an auction service for an amount up to \$40,000.00 and authorize the issuance of the necessary purchase order.	
Used Three Quarter Ton Truck Purchase Memo	39
Approval of staff request to purchase six (6) Ford F-150 Trucks under the Sourcewell Contract 120716-NAF utilizing Public Utilities Operating Funds in the amount of \$195,578.70 for five (5) of the trucks for use by the Public Works and Utilities Department and utilizing Sales Tax Capital (STCO) Funds in the amount of \$39,115.74 for one (1) of the trucks for use by the Parks and Recreation Department and authorize the issuance of the necessary purchase orders.	
Sourcewell Truck Purchase Memo	40
Sourcewell Quote	41
Approval of staff recommendation to enter into an Engineering Agreement for Professional Services with Olsson, Inc., of Pittsburg, in an amount of \$41,000.00 in which Olsson, Inc. will perform contract document preparation, contract execution and administration services, and construction observation and inspection related to the project of sandblasting and repainting of the north water tower located at 22nd and Joplin and to provide an alternative for the sandblasting and repainting of the interior of the water tower located in the Northeast Industrial Park and authorize the Mayor and City Clerk to execute the Agreement on behalf of the City of Pittsburg.	
Olsson Agreement for Water Tower Blast & Paint Project Memo	49
Olsson Water Tower Agreement	50
Approval of Change Order No. 6, reflecting a decrease of \$1,556.60, making a new contract construction amount of \$471,586.56, and final payment in the amount of \$55,519.12 to Heck & Wicker, Inc., of Parsons, Kansas, for the Georgia Street Channels / Culvert Project.	
Georgia Street Final Payment & CO6 Memo	56
Pay Estimate 5_S.	57
Georgia Street CO6.	59
Georgia Street Final Payment Docs.	62
Approval of staff recommendation to award the bid for the Annual Fixed Location Generator Inspection and Maintenance Contract for the period of January 1, 2022 to December 31, 2024, to CDL Electric Company, Inc., of Pittsburg, based on their low bid of \$6,887.00 annually and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.	
2022-2024 Generator Maintenance Bid Disposition Memo	69
Bid Tab - Generator Inspection & Maintenance.	70

Approval of staff recommendation to award the bid for Liquid Chlorine for use at the Water Treatment Plant for the period of January 1, 2022, to December 31, 2022, to Brenntag Southwest, Inc., of Nowata, OK, based on their low bid of \$87.08/100 lb, and, if approved, authorize the Mayor and City Clerk to execute contract documents once prepared.	
WTP Liquid Chlorine Bid Disposition Memo	71
Bid Tab - WTP Liquid Chlorine	73
Approval of staff recommendation to award the bid for Liquid Polymeric Phosphate for use at the Water Treatment Plant for the period of January 1, 2022, to December 31, 2022, to Carus LLC, of Peru, IL, based on their low bid of \$0.91/lb, and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.	
WTP Liquid Polymeric Phosphate bid Disposition Memo	74
Bid Tab - WTP Liquid Polymeric Phosphate	76
Approval of Parks and Recreation staff recommendation to award the 2022-2023 T-Shirt bid to Riddell/All American, of North Ridgeville, Ohio.	
T-Shirt Bids - Parks and Recreation	77
Approval of staff recommendation to designate The Morning Sun as the official City newspaper.	
Memo - Designation of Official Newspaper	79
Approval of staff recommendation to designate BMO Harris Bank, Community National Bank, Commerce Bank, Equity Bank, GNBANK, Labette Bank, and Landmark Bank as official City depositories.	
Memo - Designation of Official Depositories	80
Approval of the Appropriation Ordinance for the period ending December 14, 2021, subject to the release of HUD expenditures when funds are received.	
Check list	81
SALE OF 4311 NORTH FREE KING HIGHWAY - Consider staff recommendation to sell the property located at 4311 North Free King Highway to Dr. Dustin Bonzo for a total purchase price of \$465,000.	
4311 N Free King Highway	100
DISPOSITION OF BIDS - AQUATIC CENTER SANDBLASTING AND PAINTING - Consider staff recommendation to award the bid for the sandblasting and painting of the Aquatic Center to INSCO Industries, of Kansas City, Missouri, based on their low bid meeting specifications of \$135,455.	
Aquatic Center Sandblasting and Painting	102
2022 PITTSBURG CCLIP PROJECT 019 U-2388-01 - CHANGE ORDERS NO. 2 AND 3 - Staff is requesting Governing Body approval of Change Orders No. 2 and 3 to the contract with Heckert Construction Co., Inc. for the 2022 Pittsburg CCLIP Project on Broadway and on 4th Street reflecting a total increase of \$197,010.00 making a new contract construction amount of \$1,481,531.37.	
CCLIP CO 2 & 3 Memo	104
CCLIP CO2	105

CCLIP CO3	109
FINAL PLAT - 3P DEVELOPMENT GROUP, LLC - SUNFLOWER ESTATES: Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve the Final Plat submitted by 3P Development Group, LLC, for the final plat of Sunflower Estates, located near E. 14th Street and N. Home Street.	
City Commission Memo - Final Plat - Sunflower Estates	110
Final Plat - Sunflower Estates.	111
Aerial Map - Final Plat - Sunflower Estates	112
VARIANCE - 3P DEVELOPMENT GROUP, LLC - SUNFLOWER ESTATES - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve a variance at Sunflower Estates, submitted by 3P Development Group, LLC, to allow for a variance along N. Home Street and the proposed Ashton Way.	
City Commission Memo - Variance - Sunflower Estates	113
Variance Map - Variance - Sunflower Estates.	115
COLBY 2021, LLC - REAL ESTATE CONTRACT EXTENSION - Consider staff recommendation to approve an Amendment to the Real Estate Contract with Colby 2021, LLC, in which the timeframe for Colby 2021, LLC, to purchase the property is extended to expire on February 11, 2022, to allow for a necessary inspection period.	
Colby 21, LLC - Real Estate Contract Amendment	116
SECTION 8 HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN - Consider staff recommendation to adopt the Pittsburgh Public Housing Authority's 2022 Section 8 Housing Choice Voucher Administrative Plan.	
Section 8 2022 Administrative Plan	118
EMERGENCY HOUSING VOUCHER (EHV) ADMINISTRATIVE PLAN - Consider staff recommendation to adopt the Pittsburgh Public Housing Authority's 2022 Emergency Housing Voucher (EHV) Administrative Plan.	
EHV 2022 Administrative Plan	140
FOSTER YOUTH TO INDEPENDENCE INITIATIVE (FYI) ADMINISTRATIVE PLAN - Consider staff recommendation to adopt the Pittsburgh Public Housing Authority's 2022 Foster Youth to Independence (FYI) Administrative Plan.	
FYI 2022 Administrative Plan	166
BODY WORN CAMERA PURCHASE - Consider Police Department staff recommendation to purchase thirty-two V300 Body Worn Cameras and related software and equipment from WatchGuard for a total purchase price of \$85,590.	
Body Worn Camera Memo	173
Body Worn Camera Quote	175
Body Worn Camera Warranty.	178
Body Worn Camera NASPO	180
Body Worn Camera 10-26-21 Memo	188
Body Worn Camera Brochure.	190
Body Worn Camera Specifications	198

RESOLUTION NO. 1250 - Consider approval of Resolution No. 1250, approving the execution and delivery of an agreement to release and assign the City's opioid claims to the Kansas Attorney General and certifying costs attributable to substance abuse and addiction mitigation in excess of \$500.

Resolution No. 1250 202

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 14, 2021
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Reorganization of the Board of Commissioners:
 - 1. Recognition of outgoing Commissioners Fields and O'Bryan.
 - 2. Newly-elected and Re-elected Commissioners Sworn In and Seated by City Clerk.
 - 3. Mayor Elected from Members of the Governing Body.
 - 4. New Mayor Sworn In and Seated by City Clerk.
 - 5. Recognition of outgoing Mayor Munsell.
 - 6. President of the Board of Commissioners Elected from Members of the Governing Body.
 - 7. President of the Board Sworn In and Seated by City Clerk.
- c. Public Input

CONSENT AGENDA:

- a. Approval of the November 23, 2021, City Commission Meeting minutes.
- b. Approval of the December 6, 2021, Special City Commission Meeting minutes.
- c. Approval of Ordinance No. G-1334, providing for the change of certain areas from R-1C, Single-Family Residential, to CP-2, Planned General Commercial, 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 City of Pittsburg, for property located at 4th & Rouse), and authorize the Mayor to sign the Ordinance of behalf of the City.
- d. Approval of the Order vacating the West Half of Troxel Road, Troxel Subdivision of Lot 8, Brailey's Subdivision, submitted by 3P Development Group, LLC, and authorize the Mayor to sign the Order on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 14, 2021
5:30 PM

- e. Approval of the First Amended Farm Lease between the City of Pittsburg and Mr. Kenneth Biancarelli for the lease of all the tillable and grass land in Tracts 3, 4, 5, 5A located at the Atkinson Municipal Airport for a term of twelve months beginning January 1, 2022, and ending December 31, 2022, in the amount of \$8,147.70 and authorize the Mayor to sign the lease on behalf of the City.
- f. Approval of staff recommendation to reappoint Mike Hanika to a first three-year term and reappoint Laura Klusener and Leah Posterick to second to three-year terms as members of the Planning Commission/Board of Zoning Appeals effective January 1, 2022, and concluding on December 31, 2024.
- g. Approval of staff recommendation to reappoint Todd McKnight to a second three-year term as a member of the Economic Development Advisory Committee (EDAC) effective January 1, 2022, and concluding on December 31, 2024.
- h. Approval of staff recommendation to accept the Termination and Release of Lease between the City of Pittsburg, Veritiv Operating Company and Pixelle Specialty Solutions, LLC, in regard to the property most recently leased to Rollsource located at 3004 North Rotary Terrace, and authorize the Mayor to sign the Termination and Release of Lease on behalf of the City.
- i. Approval of staff request to pursue the purchase of one (1) used 3/4-ton truck through an auction service for an amount up to \$40,000.00 and authorize the issuance of the necessary purchase order.
- j. Approval of staff request to purchase six (6) Ford F-150 Trucks under the Sourcewell Contract 120716-NAF utilizing Public Utilities Operating Funds in the amount of \$195,578.70 for five (5) of the trucks for use by the Public Works and Utilities Department and utilizing Sales Tax Capital (STCO) Funds in the amount of \$39,115.74 for one (1) of the trucks for use by the Parks and Recreation Department and authorize the issuance of the necessary purchase orders.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 14, 2021
5:30 PM

- k. Approval of staff recommendation to enter into an Engineering Agreement for Professional Services with Olsson, Inc., of Pittsburg, in an amount of \$41,000.00 in which Olsson, Inc. will perform contract document preparation, contract execution and administration services, and construction observation and inspection related to the project of sandblasting and repainting of the north water tower located at 22nd and Joplin and to provide an alternative for the sandblasting and repainting of the interior of the water tower located in the Northeast Industrial Park and authorize the Mayor and City Clerk to execute the Agreement on behalf of the City of Pittsburg.
- l. Approval of Change Order No. 6, reflecting a decrease of \$1,556.60, making a new contract construction amount of \$471,586.56, and final payment in the amount of \$55,519.12 to Heck & Wicker, Inc., of Parsons, Kansas, for the Georgia Street Channels / Culvert Project.
- m. Approval of staff recommendation to award the bid for the Annual Fixed Location Generator Inspection and Maintenance Contract for the period of January 1, 2022 to December 31, 2024, to CDL Electric Company, Inc., of Pittsburg, based on their low bid of \$6,887.00 annually and authorize the Mayor and City Clerk to execute the contract documents once prepared.
- n. Approval of staff recommendation to award the bid for Liquid Chlorine for use at the Water Treatment Plant for the period of January 1, 2022, to December 31, 2022, to Brenntag Southwest, Inc., of Nowata, OK, based on their low bid of \$87.08/100 lb, and authorize the Mayor and City Clerk to execute contract documents once prepared.
- o. Approval of staff recommendation to award the bid for Liquid Polymeric Phosphate for use at the Water Treatment Plant for the period of January 1, 2022, to December 31, 2022, to Carus LLC, of Peru, IL, based on their low bid of \$0.91/lb, and authorize the Mayor and City Clerk to execute the contract documents once prepared.
- p. Approval of Parks and Recreation staff recommendation to award the 2022-2023 T-Shirt bid to Riddell/All American, of North Ridgeville, Ohio.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 14, 2021
5:30 PM

- q. Approval of the request from the Pittsburg Public Library Board of Trustees to use the remaining funds in the library building annuity in the amount of \$102,870, along with funds from the library capital improvement fund, to purchase and install two 25-ton Condensing Units from Trane U.S. Inc. through a State of Kansas contract, in the total purchase amount of \$136,420.
- r. Approval of the applications submitted by KS 4 LLC dba Snak Atak (1101 East 4th Street), Pete's of Erie, Inc. dba Pete's #13 (4002 North Broadway), Pete's of Erie, Inc. dba Pete's #21 (1711 North Broadway), Pete's of Erie, Inc. dba Pete's #07 (1307 South Broadway, Aldi, Inc. dba Aldi #89 (3109 North Broadway), Commodore Barry Corporation dba Knights of Columbus (407 East 11th Street), EK Enterprises, LLC dba Pitt Express (302 West 4th Street), Horton's Pizza Plus, Inc. dba Horton's Pizza Plus (1601 East 4th Street), Dillon Stores, Div. of Dillon Companies, LLC dba Dillon's #108 (2600 North Broadway), Pitt Stop, LLC dba Pitt Stop (902 South Joplin), Main Street Axe Company, LLC dba Main Street Axe Company - for sale in the original unopened container and not for consumption on the premises (216 South Broadway), Main Street Axe Company, LLC dba Main Street Axe Company - for consumption on the premises (216 South Broadway), The Meat Shed, LLC dba The Meat Shed - for sale in the original unopened container and not for consumption on the premises (2401 "A" South Rouse), The Meat Shed, LLC dba The Meat Shed - for consumption on the premises (2401 "A" South Rouse), and Bo's 1 Stop, Inc. dba Bo's 1 Stop (1116 West 4th Street) to sell Cereal Malt Beverages for the year 2022 and direct the City Clerk to issue the licenses.
- s. Approval of staff recommendation to designate The Morning Sun as the official City newspaper.
- t. Approval of staff recommendation to designate BMO Harris Bank, Community National Bank, Commerce Bank, Equity Bank, GNBank, Labette Bank, and Landmark Bank as official City depositories.
- u. Approval of the Appropriation Ordinance for the period ending December 14, 2021, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 14, 2021
5:30 PM

CONSIDER THE FOLLOWING:

- a. SALE OF 4311 NORTH FREE KING HIGHWAY - Consider staff recommendation to sell the property located at 4311 North Free King Highway to Dr. Dustin Bonzo for a total purchase price of \$465,000. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City, and authorize the City Manager to represent the City and execute the required documents at the closing.**
- b. DISPOSITION OF BIDS - AQUATIC CENTER SANDBLASTING AND PAINTING - Consider staff recommendation to award the bid for the sandblasting and painting of the Aquatic Center to INSCO Industries, of Kansas City, Missouri, based on their low bid meeting specifications of \$135,455. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**
- c. 2022 PITTSBURG CCLIP PROJECT 019 U-2388-01 - CHANGE ORDERS NO. 2 AND 3 - Staff is requesting Governing Body approval of Change Orders No. 2 and 3 to the contract with Heckert Construction Co., Inc. for the 2022 Pittsburg CCLIP Project on Broadway and on 4th Street reflecting a total increase of \$197,010.00 making a new contract construction amount of \$1,481,531.37. **Approve or disapprove Change Orders No. 2 and 3.**
- d. FINAL PLAT - 3P DEVELOPMENT GROUP, LLC - SUNFLOWER ESTATES - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve the Final Plat submitted by 3P Development Group, LLC, for Sunflower Estates, located near East 14th Street and North Home Street. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the plat on behalf of the City.**
- e. VARIANCE - 3P DEVELOPMENT GROUP, LLC - SUNFLOWER ESTATES - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve a variance request submitted by 3P Development Group, LLC, to allow for an adjusted setback requirement on Lots 1, 2, 11 and 12, in Sunflower Estates, along North Home Street and the proposed Ashton Way. **Approve or disapprove the recommendation.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 14, 2021
5:30 PM

- f. COLBY 2021, LLC - REAL ESTATE CONTRACT EXTENSION - Consider staff recommendation to approve an Amendment to the Real Estate Contract with Colby 2021, LLC, in which the timeframe for Colby 2021, LLC, to purchase the property is extended to expire on February 11, 2022, to allow for a necessary inspection period. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Amendment to the Real Estate Contract on behalf of the City.**
- g. SECTION 8 HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN - Consider staff recommendation to adopt the Pittsburg Public Housing Authority's 2022 Section 8 Housing Choice Voucher Administrative Plan. **Approve or disapprove staff recommendation.**
- h. EMERGENCY HOUSING VOUCHER (EHV) ADMINISTRATIVE PLAN - Consider staff recommendation to adopt the Pittsburg Public Housing Authority's 2022 Emergency Housing Voucher (EHV) Administrative Plan. **Approve or disapprove staff recommendation.**
- i. FOSTER YOUTH TO INDEPENDENCE INITIATIVE (FYI) ADMINISTRATIVE PLAN - Consider staff recommendation to adopt the Pittsburg Public Housing Authority's 2022 Foster Youth to Independence (FYI) Administrative Plan. **Approve or disapprove staff recommendation.**
- j. BODY WORN CAMERA PURCHASE - Consider Police Department staff recommendation to purchase thirty-two V300 Body Worn Cameras and related software and equipment from WatchGuard for a total purchase price of \$85,590. **Approve or disapprove staff recommendation.**
- k. RESOLUTION NO. 1250 - Consider approval of Resolution No. 1250, approving the execution and delivery of an agreement to release and assign the City's opioid claims to the Kansas Attorney General and certifying costs attributable to substance abuse and addiction mitigation in excess of \$500. **Approve or disapprove Resolution No. 1250 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, December 14, 2021
5:30 PM

- I. CITY COMMISSION MEETING SCHEDULE - Discussion is needed to determine the preference of the City Commission members as to the December Commission Meeting schedule. **Take that action deemed appropriate.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 23, 2021

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, November 23rd, 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: Larry Fields, Dawn McNay, and Patrick O'Bryan. Commissioner Cheryl Brooks was absent.

Mayor Munsell led the flag salute.

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

CITY EMPLOYEE PROMOTIONS – City Manager Daron Hall announced that Kim Vogel has been appointed as the City's Director of Human Resources and Toby Book has been appointed as the Director of Parks and Recreation.

APPROVAL OF MINUTES – On motion of O'Bryan, seconded by McNay, the Governing Body approved the November 9th, 2021, City Commission Meeting minutes as presented. Motion carried. Absent: Brooks.

DISPOSITION OF BIDS - ELEVATOR AND LIFT MAINTENANCE – On motion of O'Bryan, seconded by McNay, the Governing Body awarded the bid for a full maintenance contract with monthly inspections of elevators and lifts at various City facilities for the period of January 1, 2022, through December 31, 2024, to the low bidder, TK Elevator, of Ozark, Missouri, based on their total annual cost of \$13,440.00 and authorized the Mayor and City Clerk to execute the contract documents once prepared. Motion carried. Absent: Brooks.

2022 CEREAL MALT BEVERAGE LICENSES – On motion of O'Bryan, seconded by McNay, the Governing Body approved the applications submitted by The City of Pittsburg (Four Oaks Golf Course and Lincoln Park), Casey's Retail Company dba Casey's #3924 (2520 South Broadway), Casey's Retail Company dba Casey's #2893 (2912 North Broadway), Casey's Retail Company dba Casey's #2961 (612 South Broadway), Walmart Inc. dba Walmart #72 (2710 North Broadway), Walmart Inc. dba Walmart #5791 (1011 East Centennial), Walmart Inc. dba Walmart #5791 Fuel Station (1015 East Centennial), Walgreen Co. dba Walgreens #09049 (1911 North Broadway), DG Retail, LLC dba Dollar General Store #18856 (820 West 4th Street), DG Retail, LLC dba Dollar General Store #13065 (2004 South Rouse), DG Retail, LLC dba Dollar General Store #3785 (2810 North Broadway) and Rhodes Grocery, Inc. dba Ron's Supermarket (310 East Centennial) to sell Cereal Malt Beverages for the year 2022 and directed the City Clerk to issue the licenses. Motion carried. Absent: Brooks.

APPROPRIATION ORDINANCE – On motion of O'Bryan, seconded by McNay, the Governing Body approved the Appropriation Ordinance for the period ending November 23rd, 2021, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Fields, McNay, Munsell and O'Bryan. Motion carried. Absent: Brooks.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 23, 2021

DISPOSITION OF BIDS – EXCLUSIVE CONTRACT TOWING – On motion of Fields, seconded by O'Bryan, the Governing Body awarded the bid for Exclusive Contract Towing Services to Bean's Towing and Auto Body, of Weir, Kansas, for the period of January 1, 2022, through December 31, 2023, based on their bid of \$125.00 per vehicle tow and \$15.00 per day for vehicle storage. Motion carried. Absent: Brooks.

PUBLIC HEARING - 2021 BUDGET AMENDMENT – Following the Public Hearing, on motion of Fields, seconded by McNay, the Governing Body approved the amended use of 2021 funds in the 2021 budget. Motion carried. Absent: Brooks.

SALE OF 3004 NORTH ROTARY TERRACE – On motion of O'Bryan, seconded by Fields, the Governing Body approved staff recommendation to sell the property located at 3004 North Rotary Terrace to Watco for a total purchase price of \$900,000, authorized the Mayor to sign the necessary documents on behalf of the City, and authorized the City Manager to represent the City and execute the required documents at the closing. Motion carried. Absent: Brooks.

ATKINSON MUNICIPAL AIRPORT APRON RECONSTRUCTION AND EXPANSION PROJECT – On motion of Fields, seconded by McNay, the Governing Body authorized staff to advertise bids for the Atkinson Municipal Airport Apron Reconstruction and Expansion Project, with the intent to apply for a federal grant, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried. Absent: Brooks.

REQUEST TO CHANGE ZONING – On motion of O'Bryan, seconded by McNay, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by the City of Pittsburg to change the zoning of certain areas, located at 4th & Rouse Streets, from R-1C, Single Family Residential, to CP-2, Planned General Commercial, and directed staff to prepare the appropriate Ordinance. Motion carried. Absent: Brooks.

ORDINANCE NO. G-1332 – On motion of McNay, seconded by Fields, the Governing Body adopted Ordinance No. G-1332, amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service; providing an effective date of January 1, 2022, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Brooks.

ORDINANCE NO. G-1333 – On motion of O'Bryan, seconded by Fields, the Governing Body adopted Ordinance No. G-1333, amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service; providing an effective date of January 1, 2022, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Brooks.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 23, 2021

RESOLUTION NO. 1248 – On motion of O'Bryan, seconded by Fields, the Governing Body approved Resolution No. 1248, amending Resolution No. 1214 establishing the equivalent residential unit, ERU rate and undeveloped property rate; providing an effective date of January 1, 2022, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried. Absent: Brooks.

RESOLUTION NO. 1249 – On motion of McNay, seconded by O'Bryan, the Governing Body approved Resolution No. 1249, adopting and approving the Capital Improvements Program (CIP) for the years 2022-2026, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried. Absent: Brooks.

2022 PITTSBURG CCLIP PROJECT 019 U-2388-01 - CHANGE ORDER NO. 1 – On motion of Fields, seconded by McNay, the Governing Body approved Change Order No. 1 to the contract with Heckert Construction Co., Inc. for the 2022 Pittsburg CCLIP (City Connecting Link Improvement Project) on Broadway and on 4th Street reflecting an increase of \$69,445.00, making a new contract construction amount of \$1,065,866.37. Motion carried. Absent: Brooks.

WASTEWATER TREATMENT PLANT DESIGN AGREEMENT - AMENDMENT #3 – On motion of Fields, seconded by O'Bryan, the Governing Body approved Amendment #3 to the Wastewater Treatment Plant Design Agreement with Earles Engineering and Inspection, Inc. for additional drilling work for the geology requirements at the new treatment plant location, extra fees for insurance costs, extra work on Generator review, and extra expenses for the additional work involved, increasing the contract by \$14,522.84, making an adjusted agreement amount of \$2,474,850.84, and authorized the Mayor to execute Amendment #3 on behalf of the City. Motion carried. Absent: Brooks.

NON-AGENDA REPORTS & REQUESTS:

SMALL BUSINESS SATURDAY – Director of Community Development and Housing Quentin Holmes announced that Small Business Saturday will take place in downtown Pittsburg from 10:00 a.m. until 2:00 p.m. on Saturday, November 27th, 2021.

CHRISTMAS PARADE – Director of Human Resources Kim Vogel announced that the City's Christmas Parade will take place in downtown Pittsburg at 6:30 p.m. on Monday, November 29th, 2021.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 23, 2021

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

, Mayor

ATTEST:

Tammy Nagel, City Clerk

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 6th, 2021

A Special Session of the Board of Commissioners was held at 5:00 p.m. on Monday, December 6th, 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 Munsell was absent.

President of the Board Brooks led the flag salute.

EMPLOYMENT AGREEMENT – President of the Board Brooks moved to table consideration of the terms of the City Manager's employment agreement for calendar year 2022. Motion died for lack of a second. Absent: Munsell.

EXECUTIVE SESSION - On motion of O'Bryan, seconded by McNay, the Governing Body recessed into Executive Session for forty-five minutes to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1), to discuss the City Manager's 2021 evaluation, with the meeting to resume in the City Commission Room in forty-five minutes. Motion carried. Absent: Munsell.

The Governing Body recessed into Executive Session at 5:02 p.m.

The Governing Body reconvened into Regular Session at 5:46 p.m.

President of the Board Brooks announced that no decisions were made and no votes were taken during the Executive Session.

EXECUTIVE SESSION - On motion of Fields, seconded by McNay, the Governing Body recessed into Executive Session for thirty minutes to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1), to discuss the City Manager's 2021 evaluation, with the meeting to resume in the City Commission Room in thirty minutes. Motion carried. Absent: Munsell.

The Governing Body recessed into Executive Session at 5:47 p.m.

The Governing Body reconvened into Regular Session at 6:17 p.m.

President of the Board Brooks announced that no decisions were made and no votes were taken during the Executive Session.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
December 6th, 2021

EMPLOYMENT AGREEMENT – On motion of McNay, seconded by O'Bryan, the Governing Body approved the terms of the City Manager's employment agreement for calendar year 2022, amending section #2 of the City Manager's January 26th, 2021, employment agreement to reflect a 2% salary increase to the annual salary (making the new salary \$158,400), and authorized the Mayor to sign the agreement on behalf of the City. Motion carried with Brooks voting in opposition. Absent: Munsell.

President of the Board Brooks expressed her displeasure with the process that was used to evaluate the City Manager and set the terms of his employment agreement. Commissioners Fields, McNay and O'Bryan indicated that they were satisfied with the process used to evaluate the City Manager and set the terms of his employment. Commissioner McNay explained that the newly elected City Commissioners will help determine the City Manager's 2022 employment goals.

ADJOURNMENT: On motion of O'Bryan, seconded by Fields, the Governing Body adjourned the meeting at 6:30 p.m. Motion carried. Absent: Munsell.

, Mayor

ATTEST:

Tammy Nagel, City Clerk

(Summary Published in the Morning Sun on _____, 2021)

ORDINANCE NO. G-1334

AN ORDINANCE, providing for the change of certain areas from R-1C, Single-Family Residential, to CP-2, Planned General Commercial, and amending and supplementing the Zoning District Boundary Map and Zoning Ordinance No. G-663, as amended, of the City of Pittsburg.

WHEREAS, the Planning and Zoning Commission of the City of Pittsburg, Kansas, has filed their report with the Board of Commissioners of the City of Pittsburg, Kansas, recommending amendment of said Ordinance related to area and use zoning and amendment to the Zoning District Boundary Map.

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

Section 1: That the Planned General Commercial (CP-2), as defined by the Zoning Ordinance, is hereby amended and supplemented to include the following described real estate in the City of Pittsburg, Crawford County, Kansas, to-wit:

Lots Four (4) and Five (5) in “Laphams Addition: to the City of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof

AND

Lots Six (6), Seven (7), and Eight (8), in “Laphams Addition” to the City of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof.

Section 2: That Zoning Ordinance No. G-663, as amended, including the Zoning District Boundary Map adopted on May 28, 1991, and periodically revised, is hereby amended and supplemented to include the area and use as set out in the preceding section.

Section 3: This Ordinance shall take effect and be in force from and after its passage and summary publication in the official City newspaper.

ADOPTED AND APPROVED by the Governing Body on this 14th day of December,
2021.

Mayor –

ATTEST:

City Clerk – Tammy Nagel

(SEAL)

ORDER VACATING A PORTION OF A STREET

AN ORDER, vacating a portion of Troxel Road, in the City of Pittsburg, Crawford County, Kansas.

WHEREAS, Notice has been duly given that the Planning Commission/Board of Zoning Appeals would hold a public hearing to consider a Petition to vacate that portion of the street hereinafter described, with the notice being published in The Morning Sun on September 23, 2021, pursuant to K.S.A. 12-504;

WHEREAS, said public hearing was held on October 25, 2021, with no one appearing in opposition to the Petition;

WHEREAS, no written objection to the Petition has been filed by any owner or adjoining party who would have been a proper party to the Petition;

WHEREAS, no private rights will be injured or endangered by the vacation, the public will suffer no loss or inconvenience thereby, and the Petition should be granted; and

WHEREAS, it is by the Governing Body of the City of Pittsburg, Kansas, deemed expedient and in the best interest of the City that the portion of the street hereinafter described be vacated.

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

Section 1: That portion of Troxel Road in the City of Pittsburg, Crawford County, State of Kansas, according to the recorded Plat thereof, being more particularly described as follows:

The West Half of Troxel Road, Troxel Subdivision of Lot 8, Brailey's Subdivision in the City of Pittsburg, Kansas, Crawford County, according to the recorded Plat thereof

is hereby vacated.

Section 2: The land comprising that portion of the street hereby vacated and closed shall revert to adjoining owners of land in the same proportion as when originally taken.

Section 3: Upon the execution of this Order, the City Clerk shall certify true copies thereof and send one copy to the office of the County Clerk and also a certified copy thereof to the office of the Register of Deeds for recorded as provided by K.S.A. 12-505.

SO ORDERED AND PASSED the 14th day of December, 2021.

Mayor –

ATTEST:

City Clerk – Tammy Nagel

(SEAL)

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Quentin Holmes, Director of Community Development and Housing
CC: Tammy Nagel, City Clerk
Date: 12/7/2021
Subject: 2022 Farm Lease

The City has received a lease between the City of Pittsburg and Mr. Kenneth Biancarelli for farmlands located at the Atkinson Municipal Airport. The term of the lease is for all the tillable land and grass land in tracts 3, 4, 5, and 5a on Exhibit A for a term of (12) months beginning on January 1, 2022 and ending on December 31, 2022. The annual rental amount is \$8,147.70. Rent shall be due and payable on January 1, 2022. Would you please place this item on the agenda for the city commission meeting scheduled for Tuesday, December 14th, 2021?

Action necessary will be approval or disapproval of this lease and, if approved, direct the Mayor to sign the lease on behalf of the City of Pittsburg.

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

Attachment: Lease and Exhibit A

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

FIRST AMENDED FARM LEASE

THIS LEASE OF FARM LAND (the "Lease"), made and entered into this ____ day of _____, 2021, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the Lessor, and Kenneth Biancarelli, hereinafter called the Lessee.

The Parties agree and hereby acknowledge that the tracts of land shown on Exhibit A attached hereto and incorporated herein by reference, is Airport Industrial Park property, and land adjacent to the Airport being held as clear zone land for Atkinson Municipal Airport.

WITNESSETH, that for and in consideration of the rents, covenants and agreements hereinafter contained, said Lessor does hereby rent, let and lease unto said Lessee all the tillable land and grass land in Tracts 3, 4, 5, and 5A on Exhibit A for and on the terms set forth herein below.

TERMS

Lessee to rent Tracts 3, 4, 5, and 5A for a term of (12) months beginning on January 1, 2022 and ending on December 31, 2022. The Lessee agrees to pay the Lessor an annual rental of \$8,147.70. Rent shall be due and payable on January 1, 2022.

USE OF PREMISES

Lessee shall at all times farm and care for said land in a good husband- like manner, and in accordance with good farming and soil conservation practices; shall not commit or permit waste thereon; shall carefully protect all improvements of every kind that are now on said premises or may be erected thereon during the term of this Lease; shall promptly at the expiration of the term herein granted yield up possession of said premises, without notice, unto the Lessor in as good condition and repair as now exists or may be at any time during the term of this Lease, ordinary wear and tear excepted.

TERMINATION

Lessor reserves the right to terminate this Lease and retake possession of all or any portion of the leased premises at any time for any purpose upon thirty (30) days advance written notice to Lessee. In the event Lessor exercises its right to terminate, Lessor shall reimburse Lessee for the cost of seed, lime and fertilizer. Lessee hereby waives and releases Lessor from any right or claim for recovery of any lost profits or other expenses.

This Lease shall automatically terminate at the end of the initial lease term unless the Lessee provides written notice of request to renew to Lessor at least sixty (60) days prior to the expiration date of the intimal term. A new successor lease shall be required to reinstate Lessee's farming privileges. The decision to grant or deny Lessee's request to renew shall be in Lessor's sole discretion.

PROHIBITIONS ON USE

It is understood and agreed that the rights granted hereunder to Lessee shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport or the Airport Industrial Park. Lessee hereby acknowledges that burning is strictly prohibited, as well as cultivation of crops within twenty feet (20') of the wildlife fencing. Lessee further agrees not to plow pasture, permit noxious weeds to go to seed, or cut live trees for sale or personal use.

INGRESS AND EGRESS

Lessee also agrees that Lessor and its other tenants, lessees and agents shall be entitled to retain the right of ingress and egress on the land for the purpose of recreational hunting and of monitoring compliance with the lease terms, but shall refrain from interfering with the farming operation of Lessee as much as reasonably possible. It is further agreed that Lessor shall retain the exclusive right to permit any third parties to enter the property for recreational hunting purposes.

PESTICIDES / HERBICIDES

Lessee shall use pesticides and herbicides in strict accordance with labeled directions, warnings and instructions on the leased property.

LIABILITY INSURANCE

Lessee shall procure and keep in force beginning on the date this Lease is entered into, and continuing during the entire term of this Lease, comprehensive general liability insurance, with Lessor also listed as a named insured, to include public liability coverage for bodily injury in an amount of at least five hundred thousand dollars (\$500,000) for any one (1) occurrence. Lessee shall provide Lessor with a certificate for said insurance policy upon execution of the Lease. Said certificate shall also contain a clause that said policy may not be cancelled nor coverage limits decreased without at least thirty (30) days prior written notice sent to Lessor at the address specified herein.

HOLD HARMLESS / INDEMNIFICATION

Lessee takes possession of the leased premises after a thorough inspection of the leased premises and acknowledges and understands the inherent hazards of farming and assumes all the risks thereof and therefrom, and further agrees to defend, indemnify and hold Lessor harmless from any and all claims, damages, demands, liability, loss, and expenses, including Lessor's reasonable attorney fees, arising out of or from Lessee's operations on the leased premises or Lessee's performance or failure to perform the terms of this Lease.

AMENDMENTS

Any amendments or alterations of this Lease shall be in writing and shall be agreed upon and signed by both the Lessor and the Lessee. Any amendments or alterations shall be at the sole discretion of Lessor.

MAINTENANCE

Lessee shall brush hog the waterways on the premises at least once during the lease term. Physical improvements to property by Lessee are subject to prior written approval by Lessor. If approved, maintenance of all improvements are the sole responsibility of Lessee, unless prior arrangements between Lessee and Lessor are made in writing. If improvements are made without prior written approval by Lessor, then the improvements shall become the property of Lessor, and Lessee shall be deemed to have committed a violation of the terms of this Lease, which renders the lease null and void at Lessor's sole discretion.

FARMING COSTS

Lessee shall be solely responsible for all fertilizer, lime and seed purchases for the leased property.

TRESPASSING

Lessee acknowledges and understands that Lessor cannot prevent trespassing or vandalism, and assumes no responsibility for the acts of any third (3rd) parties thereon.

INDEPENDANT PARTIES

This Lease shall not be deemed to give rise to a partnership relation or joint venture, and neither party shall have authority to obligate the other party without the other party's written consent.

ASSIGNMENT

This Lease shall not be assigned nor sublet without the prior written consent of said Lessor.

PARTIES BOUND

This Lease shall extend to and be binding upon the parties hereto, and their heirs, executors, trustees, administrators, successors and assigns.

ENTIRE AGREEMENT

This Lease shall constitute the entire agreement of the parties hereto and any prior oral or written agreement or understanding between the parties relating to the leased premises is merged

herein and shall be of no separate force and effect and this Lease shall only be changed, modified or discharged by subsequent written agreement signed by all parties hereto.

KANSAS LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Kansas.

DUPLICATE COPIES

This Lease is executed in duplicate, one copy thereof for said Lessor and one copy thereof for said Lessee.

NOTICES

LESSOR:

Name: City of Pittsburg, KS
Address: 201 West 4th
Pittsburg, KS 66762

Telephone No: (620) 231-4170

LESSEE:

Name: Kenneth Biancarell
Address: 510 E. 590th Ave.
Pittsburg, KS 66762
Telephone No: (620) 724-8048 Home
(620) 249-3314 Cell

In Witness whereof, this lease has been signed and executed the day and year first above written.

LESSOR:

THE CITY OF PITTSBURG, KANSAS

, Mayor

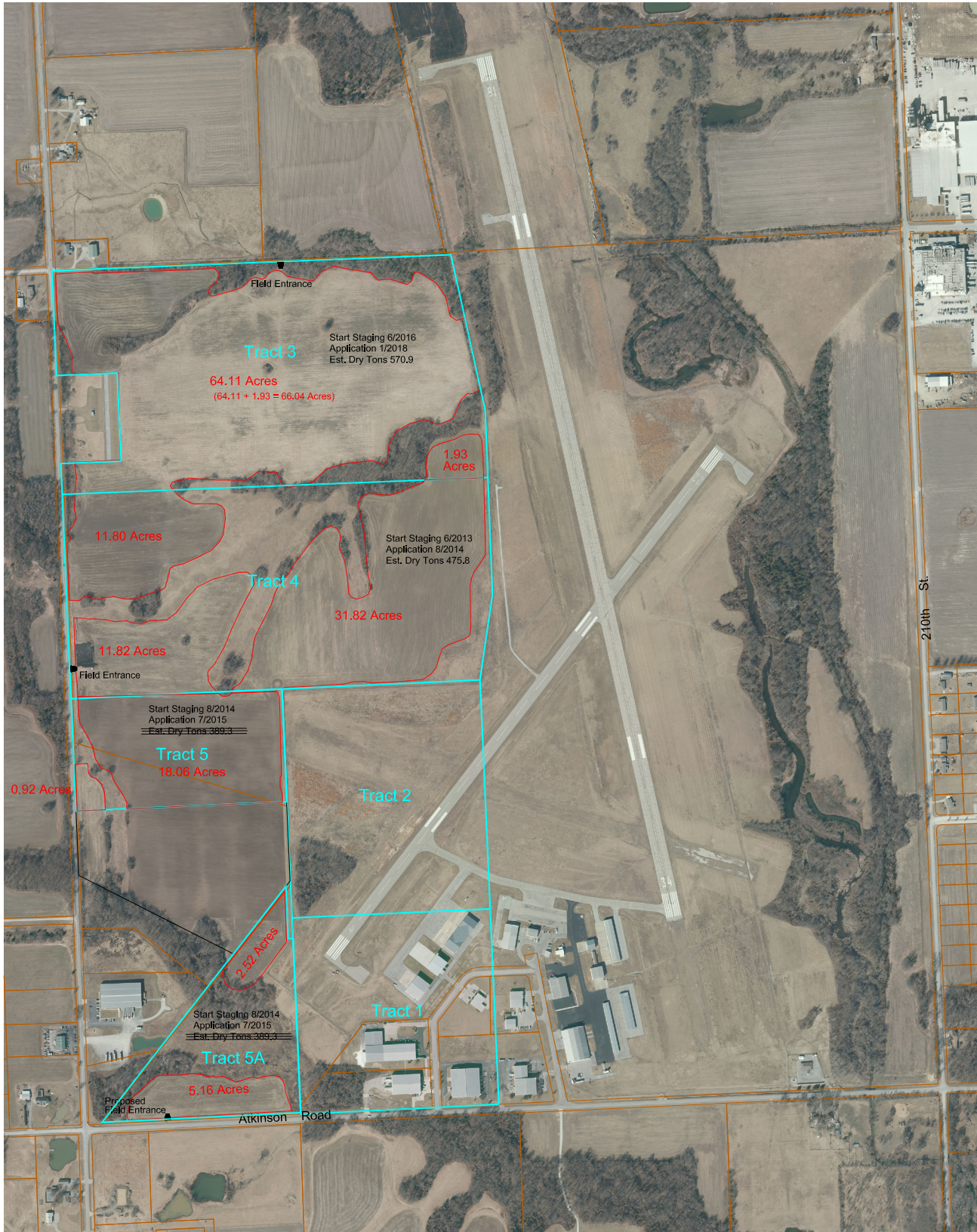
ATTEST:

Tammy Nagel, City Clerk

LESSEE:

KENNETH BIANCARELLI

Kenneth Biancarelli





RECEIVED

NOV 04 2021

City of Pittsburg
Community Development

Board of Zoning Appeals / Planning Commission

APPLICATION FOR APPOINTMENT

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



I am a current member seeking reappointment to the Board.



I am seeking a first term as a member of the Board.

Name: Mike Hanika

Home Address: 921 E 520th Ave Pittsburg, KS

Mailing Address: _____

Occupation: Self Employed Construction

Business Address: 921 E 520th Ave Pittsburg, KS

Home Telephone: 620-719-7366

Business Telephone: 620-719-7366

E-mail: mike@constructimate.com

Are you a resident of Pittsburg? Yes If yes, how long have you lived in Pittsburg: 7 Years

Current occupation (within last 12 months): Business Owner Construction

Business interest in the last 12 months: Construction

Previous Committee/Commission Experience: Currently on Planning & Zoning Board

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

Pittsburg State University BSBA Accounting

Washburn Tech Civil Engineering Technology

Professional and/or community service activities: _____

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: I want to give my knowledge & experience in Construction Management to help create a stronger community.

The Board of Zoning Appeals / Planning Commission meets at the Law Enforcement Center (201 North Pine) at 5:30 p.m. on the 4th Monday of each month. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the December 14th, 2021, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Board of Zoning Appeals / Planning Commission will be made by the City Commission during this meeting.**

Signature of Applicant: Jon M Hanika Digitally signed by Jon M Hanika
DN: C=US, E=jmhanika@gmail.com, O=Constructimate
LLC, CN=Jon M Hanika
Date: 2021.11.03 21:19:56-05'00'

Date: 11/3/2021

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

Please return your completed application on or before December 1st, 2021, to:

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

Board of Zoning Appeals / Planning Commission

APPLICATION FOR APPOINTMENT

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



I am a current member seeking reappointment to the Board.



I am seeking a first term as a member of the Board.

Name: Laura Klusener

Home Address: 2307 S. Stilwell St, Pittsburg, KS 66762

Mailing Address: same

Occupation: occupational therapist

Business Address: Ascension Via Christi Hospital

Home Telephone: 316-641-9440

Business Telephone: 0

E-mail: laura.klusener@yahoo.com

Are you a resident of Pittsburg? yes If yes, how long have you lived in Pittsburg: 18 yrs

Current occupation (within last 12 months): retired but working on-call

Business interest in the last 12 months: none

Previous Committee/Commission Experience: I previously served 6 years
on the Planning Commission and have served
as Chairperson several times. City Council Maize, Ks

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

BS in Occupational
therapy, MBA from Friends University

Professional and/or community service activities: National accreditation

surveyor for CARF (rehabilitation facilities).

Treasurer Habitat for Humanity + St. John Lutheran

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

I want to ensure that Pittsburg
grows in a safe and orderly way, benefitting
our citizens. I believe my experiences will
help me make the best decisions for Pittsburg

The Board of Zoning Appeals / Planning Commission meets at the Law Enforcement Center (201 North Pine) at 5:30 p.m. on the 4th Monday of each month. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the December 14th, 2021, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Board of Zoning Appeals / Planning Commission will be made by the City Commission during this meeting.**

Signature of Applicant:

Lauri Klusener

Date:

9-27-21

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

Please return your completed application on or before December 1st, 2021, to:

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



RECEIVED

SEP 08 2021

Pittsburg City Clerk

Board of Zoning Appeals / Planning Commission

APPLICATION FOR APPOINTMENT

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

☒ I am a current member seeking reappointment to the Board.

☐ I am seeking a first term as a member of the Board.

Name: Leah Posterick

Home Address: 109 N. Broadway Ste B

Mailing Address: 109 N. Broadway Ste B

Occupation: Co-owner, Signet Coffee Roasters, LLC

Business Address: 109 N. Broadway St.

Home Telephone: 620-687-5117

Business Telephone: 620-308-5326

E-mail: leah@signetcoffee.com

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

Current occupation (within last 12 months): Same as above

Business interest in the last 12 months: Small Business Owner

Previous Committee/Commission Experience: _____

Downtown Advisory Board Member

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

Professional and/or community service activities: Family business doesn't give me a lot of extra time but volunteer for our church and hope to do more volunteering in future years.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: As a small business owner, I am very aware of current events and changes. Growth is very important and needs to be done properly for future generations. All decisions should always be made with that in mind.

The Board of Zoning Appeals / Planning Commission meets at the Law Enforcement Center (201 North Pine) at 5:30 p.m. on the 4th Monday of each month. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

*** Please plan to attend the December 14th, 2021, Pittsburg City Commission Meeting (5:30 p.m. at the Law Enforcement Center – 201 North Pine in Pittsburg). Appointments to the Board of Zoning Appeals / Planning Commission will be made by the City Commission during this meeting.**

Signature of Applicant: Seah Astorick

Date: 9/1/21

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

Please return your completed application on or before December 1st, 2021, to:

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

LEAH POSTERICK

BUSINESS OWNER

PROFILE

Address

109 N Broadway Ste. B
Pittsburg, KS
66762

Phone

620 687 5117

Email

leah@signetcoffee.com

SOCIAL

 <http://bit.ly/leahlinkedin>

SUMMARY OF QUALIFICATIONS

Experienced, resourceful and effective business owner with proven proficiency in all aspects of retail business.

EXPERIENCE

2011 – Present
Pittsburg, KS

Signet Coffee Roasters, LLC

Co-owner

- Administer daily operations of retail business
- Manage all accounting processes
- Cultivate and maintain relationships with customers
- Plan and execute floor merchandising

1998 – 2009
Little Falls, MN

Initiative Foundation

Program Assistant for Grants & Training

- Managed grant applications and database
- Prepared and reconciled monthly grant reports
- Coordinated leadership trainings and workshops for communities in 14-county region

1995 – 1998
Little Falls, MN

Community Federal Savings & Loan

Consumer Loan Originator

- Interviewed customers and inputted all data for loan closures
- Installed a loan software program and trained all personnel

1985 – 1995
Little Falls, MN

Creameries Blending, Inc.

Office Manager

- Managed the administrative personnel
- Processed payroll and accounts receivable
- Prepared monthly financial statements
- Managed all computer operations and upkeep of program updates

EDUCATION

Banking and Finance Program Graduate

Hennepin Technical College, Brooklyn Park, MN

- Accounting and all aspects of banking including loans, cash balancing and regulations

REFERENCES

Available upon request



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: December 7, 2021

SUBJECT: December 14, 2021 Agenda Item
EDAC reappointment

Todd McKnight is nearing the end of his first three-year term on the Economic Development Advisory Committee (EDAC). His term will expire on December 31, 2021, but he is eligible for another term and has voiced his desire to do so.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 14, 2021. Action being requested is reappointment of Todd McKnight to a second three-year term on the Economic Development Advisory Committee to expire December 31, 2024.



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: December 8, 2021

SUBJECT: December 14, 2021 Agenda Item
Pixelle lease termination agreement

Since 2002, the City has owned a 40,800 square foot facility at 3004 North Rotary Terrace. The facility was most recently leased to Rollsource and its parent company, Veritiv, which was purchased by Pixelle Specialty Solutions earlier this year. As Pixelle has relocated the work out of state and has vacated the building, the property is being purchased by Watco.

In order to facilitate this, a lease termination agreement between the City and Vertiv/Pixelle Specialty Solutions will be necessary. Pixelle has provided a draft agreement, which has been reviewed by the Pittsburg city attorney.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 14, 2021. Action being requested is approval of the lease termination agreement and to authorize the Mayor to sign the appropriate documents.

TERMINATION AND RELEASE OF LEASE

Reference is made to that certain Lease Agreement dated April 23, 2019 (the "Lease"), by and between the City of Pittsburg, Kansas, a municipal corporation (the "City") and Veritiv Operating Company, a Delaware corporation ("Veritiv"), and the Assignment and Assumption of Lease dated August 10, 2021, by and between Veritiv and Pixelle Specialty Solutions LLC, a Delaware limited liability company ("Pixelle"), pursuant to which Veritiv assigned its rights and obligations under the Lease to Pixelle. The City and Pixelle shall be referred to herein as a "Party" and collectively as the "Parties".

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, as of December 31, 2021 (the "Effective Date") the City and Pixelle agree that the Lease and any and all obligations and liabilities thereunder, is hereby terminated and released. The City and Pixelle agree to release, waive, abandon and forever discharge the other Party and all of its successors and assigns from any and all of such Party's obligations under the Lease as of the Effective Date.

Each of the Parties represent and warrant that this termination and release has been duly authorized, executed and delivered by such Party, and is valid, binding and enforceable against such Party in accordance with its terms. To the extent the execution and delivery of this termination and release requires the consent of any other party or parties, such other party or parties hereby grant such consent. This termination and release shall be binding upon, and inure to the benefit of the City, Pixelle and all their successors and assigns. Electronic or facsimile signatures shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the undersigned has duly executed this Termination and Release as of December 31, 2021.

CITY OF PITTSBURG, KANSAS

By _____
Name:
Title:

**PIXELLE SPECIALTY SOLUTIONS
LLC**

By _____
Name:
Title:

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: December 8, 2021

SUBJECT: Agenda Item – December 14, 2021
Public Works & Utilities
Purchase of ¾-Ton Truck

Staff is requesting Governing Body approval to pursue the purchase of one (1) used ¾-ton truck through an auction service for an amount up to \$40,000. This amount will include a buyer's premium. The City is unable to purchase a new ¾-ton truck, as fleet truck orders are currently locked due to the volume of orders. This truck will be purchased utilizing Stormwater Operating Funds.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 14, 2021. Action necessary will be approval or disapproval of staff's request and, if approved, authorize the issuance of the necessary purchase order.

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

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: December 8, 2021

SUBJECT: Agenda Item – December 14, 2021
Public Works & Utilities
Purchase of 6 Ford F-150 Trucks

Staff is requesting Governing Body approval to purchase six (6) Ford F-150 Trucks under the Sourcewell (formerly known as NJPA) Contract 120716-NAF. Five (5) of the trucks will be utilized by the different divisions of the Public Works and Utilities Department and will be purchased utilizing Public Utilities Operating Funds. One (1) of the trucks will be utilized by the Parks & Recreation Department and will be purchased utilizing STCO (sales tax capital outlay) funds. The unit cost for each truck is \$39,115.74, making a total purchase price of \$234,694.44 for all six (6) trucks.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 14, 2021. Action necessary will be approval or disapproval of staff's request and, if approved, authorize the issuance of the necessary purchase orders.

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

Attachment: Sourcewell Quote



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

12/9/2021

Quote ID: **19241**

Order Cut Off Date: **TBA**

Mr Lanny Logan
City of Pittsburg, KS

303 Memorial Dr.

Pittsburg, Kansas, 66762

Dear Lanny Logan,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Six (6) New/Unused (2022 Ford F-150 (W1E) XL 4WD SuperCrew 6.5' Box 157" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (6)	Total Savings
Contract Price	\$47,230.00	\$39,115.74	17.180 %	\$234,694.44	\$48,685.56
Tax (0.0000 %)		\$0.00		\$0.00	
Tire fee		\$0.00		\$0.00	
Total		\$39,115.74		\$234,694.44	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Know as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
995	ENGINE: 5.0L V8, -inc: auto start-stop technology and flex-fuel capability (STD)
TRANSMISSION	
Code	Description
44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)
WHEELS	
Code	Description
64C	WHEELS: 17" SILVER STEEL, (STD)
TIRES	
Code	Description
___	TIRES: 265/70R17 BSW A/T, (STD)
PRIMARY PAINT	
Code	Description
UM	AGATE BLACK METALLIC
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
WS	BLACK W/MEDIUM DARK SLATE, CLOTH 40/CONSOLE/40 FRONT-SEATS
AXLE RATIO	
Code	Description
XL6	ELECTRONIC LOCKING W/3.73 AXLE RATIO
ADDITIONAL EQUIPMENT	
Code	Description
924	REAR WINDOW FIXED PRIVACY GLASS
57Q	REAR WINDOW DEFROSTER
18B	BLACK PLATFORM RUNNING BOARDS

96W	TOUGH BED SPRAY-IN BEDLINER
50S	CRUISE CONTROL
76R	REVERSE SENSING SYSTEM
___	EQUIPMENT GROUP 101A HIGH SAVINGS
OPTION PACKAGE	
Code	Description
101A	EQUIPMENT GROUP 101A HIGH, -inc: Reverse Sensing System, Cruise Control

2022 Fleet/Non-Retail Ford F-150 XL 4WD SuperCrew 6.5' Box 157" WB

WINDOW STICKER

2022 Ford F-150 XL 4WD SuperCrew 6.5' Box 157" WB

CODE	MODEL	MSRP
W1E	2022 Ford F-150 XL 4WD SuperCrew 6.5' Box 157" WB	\$43,335.00
OPTIONS		
995	ENGINE: 5.0L V8, -inc: auto start-stop technology and flex-fuel capability (STD)	\$0.00
44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)	\$0.00
64C	WHEELS: 17" SILVER STEEL, (STD)	\$0.00
—	TIRES: 265/70R17 BSW A/T, (STD)	\$0.00
UM	AGATE BLACK METALLIC	\$0.00
—	STANDARD PAINT	\$0.00
WS	BLACK W/MEDIUM DARK SLATE, CLOTH 40/CONSOLE/40 FRONT-SEATS	\$295.00
XL6	ELECTRONIC LOCKING W/3.73 AXLE RATIO	\$570.00
924	REAR WINDOW FIXED PRIVACY GLASS	\$100.00
57Q	REAR WINDOW DEFROSTER	\$220.00
18B	BLACK PLATFORM RUNNING BOARDS	\$250.00
96W	TOUGH BED SPRAY-IN BEDLINER	\$595.00
50S	CRUISE CONTROL	INC
76R	REVERSE SENSING SYSTEM	INC
—	EQUIPMENT GROUP 101A HIGH SAVINGS	(\$750.00)
101A	EQUIPMENT GROUP 101A HIGH, -inc: Reverse Sensing System, Cruise Control	\$920.00

Please note selected options override standard equipment

SUBTOTAL	\$45,535.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
TOTAL PRICE	\$47,230.00

Est City: 16 MPG
 Est Highway: 23 MPG
 Est Highway Cruising Range: 598.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 5.0L V8 -inc: auto start-stop technology and flex-fuel capability
Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut
3.31 Axle Ratio
GVWR: 7,150 lbs Payload Package
Electronic Transfer Case
Part-Time Four-Wheel Drive
70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
200 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
2135# Maximum Payload
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Steering
Single Stainless Steel Exhaust
26 Gal. Fuel Tank
Auto Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

EXTERIOR

Wheels: 17" Silver Steel
Tires: 265/70R17 BSW A/T
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Rear Step Bumper
Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window

Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Auto High Beam

ENTERTAINMENT

Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack
Radio w/Seek-Scan, Speed Compensated Volume Control and Radio Data System
Fixed Antenna

INTERIOR

Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp and Trip Odometer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror

Full Overhead Console w/Storage and 1 12V DC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Outside Temp Gauge
Analog Appearance
Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert
Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support
Rear View Camera
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Perimeter Alarm
1 12V DC Power Outlet

SAFETY

AdvanceTrac with Curve Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Rear Child Safety Locks

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: December 7, 2021

SUBJECT: Agenda Item – December 14, 2021
Olsson, Inc. Agreement for PE Services
North Water Tower & Industrial Water Tower Blast & Paint Project

Olsson, Inc. has submitted the attached Master Agreement Work Order as an exhibit to and made a part of their Master Agreement for Professional Services dated November 28, 2017. Services included in this exhibit are contract document preparation, contract execution and administration services, and construction observation and inspection related to the project of sandblasting and repainting of the north water tower located at 22nd and Joplin and to provide an alternative for the sandblasting and repainting of the interior of the water tower located in the Northeast Industrial Park. Compensation for performance of Scope of Services is as follows:

Phase 100 –	Contract Document Preparation	\$11,500.00
Phase 200 -	Bidding, Contract Execution & Contract Enforcement	\$15,000.00
Phase 300	Oversight and Inspection	\$14,500.00

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 14, 2021. Action necessary will be approval or disapproval to enter into a contract with Olsson, Inc. for these services and, if approved, authorize the Mayor to execute the Agreement on behalf of the City of Pittsburg. Compensation will be paid through the Water Treatment Plant General Operating Budget.

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

Attachment: Olsson Agreement



MASTER AGREEMENT WORK ORDER

This exhibit is hereby attached to and made a part of the Master Agreement for Professional Services dated November 28, 2017 between the City of Pittsburg, Kansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: North Water Tower & Industrial Water Tower in Pittsburg, Kansas

Project Description: North Tower Blast & Paint with Alternative for Industrial Tower Interior Blast & Paint.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PHASE 100 – Preparation of Contract Documents and Related Specifications for Contractor Request for Proposal

- Overall project management, communication, scheduling, two meetings (virtual), and coordination with project team.
- Review existing record information, confirm initial tank modifications and coating options for both the North Tower and Industrial Tower.
- Coordinate with Client to perform lead testing of Industrial Tower interior coatings, if chosen to supplement the 2017 lead test results (positive) from the exterior coatings.
- Coordinate with Midwest Coating Consultants (Tnemec) to confirm proposed options (both tanks) for tank modifications, surface preparation, and coating systems, as well as to provide budget estimates for each option.
- Discuss and finalize tank modification and coating options for both tanks.
- Develop technical and front-end contract documents for bidding the North Tower work.
- If Client wishes to pursue modifications and/or coating of the Industrial Tank interior based on the options presented, this Work Order shall be amended to include Olsson developing those contract documents, including specific environmental quality specifications for proper lead-based paint abatement, protective equipment, and waste disposal if necessary based on the interior coating lead test results.

PHASE 200 – Assistance with Vendor Selection, Contract Execution, and Contract Enforcement

- Overall project management, communication, scheduling, four meetings (pre-bid meeting, bid opening, pre-construction, final closeout), and coordination with project team.
- Assist City with bidding phase process, addendums, pre-bid meeting, bid opening, contractor evaluation, and vendor award.
- Assist City in contract execution, including verification of proper contractor bonding, insurance, shop drawing submittals, schedules, and any proposed contractor-recommended alternative solutions.
- Administer pre-construction conference and follow-up documentation.
- Provide City with project status updates, review and approval of contractor pay requests.
- Fulfillment of substantial and final completion paperwork, and compilation of record documents and contractor warranties.

PHASE 300 – Oversight and Inspection

(The following scope of services applies to the North Tower only.)

- NACE Inspection Services
 - Olsson's NACE certified technicians will make a total of 14, 1-day trips to the site to perform quality assurance (QA) observations and testing.
 - The contractor should perform their own quality control (QC) observation and testing prior to Olsson performing QA observation and testing.
 - Areas identified as visually deficient or tested and found to not meet the project specifications shall be repaired, re-observed and/or re-tested prior to Olsson performing QA observations and testing.
 - The preparation of the surfaces to receive coatings on the exterior and interior of the North Tower will be observed by Olsson prior to the application of the first coat.
 - The intermediate and finish coatings will be visually inspected by Olsson to identify any areas of splatter or running.
 - During site visits, surface profile, dry film thickness and Holiday testing will be performed by Olsson on each layer of coating applied to the tank.
 - Olsson will prepare field reports summarizing the observations and results of the testing performed on the coatings. These field reports will be provided to Client.
 - If Client wishes to pursue modifications and/or coating of the Industrial Tank interior based on the options presented, this Work Order shall be amended to include Olsson providing oversight and inspection services for the Industrial Tank.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

EXCLUSIONS

The following items shall be excluded from the Scope of Services:

- Items not specifically listed in the Scope of Services are assumed to be excluded.
- Oversight and Inspection services for the Industrial Tower are excluded. The Scope of Construction is unknown. Once the construction scope is determined, and if that alternate is included in the construction project, a scope of services and associated fee will be developed for that tower.
- Survey Services – Topographic, Boundary, and Construction Staking.
- Value Engineering.
- Right-of-Way/Easement Acquisition Services.
- Coordination with Utility Companies.
- Environmental Observation and Testing Services.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date:	December 2021
Solicit RFP from Contractors:	January 2022
Contractors' RFP Submittal:	February 2022
Contractor Award:	March 2022
Contractor's Notice to Proceed:	April 2022
Anticipated Contractor Completion Date:	September 2022

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services of Phase 100 a Lump Sum Fee of Eleven-Thousand Five-Hundred Dollars (\$11,500.00).

Client shall pay to Olsson for the performance of the Scope of Services of Phase 200 a Lump Sum Fee of Fifteen-Thousand Dollars (\$15,000.00).

Olsson's reimbursable expenses for the performance of Phase 100 and Phase 200 are included in the respective Lump Sum Fees for those Phases.

Client shall pay to Olsson for the performance of the Scope of Services of Phase 300 the actual time of personnel performing such services and all actual reimbursable expenses in accordance with the Labor Billing Rate Schedule(s) and the Reimbursable Expense Schedule attached to this Agreement. Olsson's Scope of Services for Phase 300 will be provided on a time and expense basis not to exceed Fourteen-Thousand Five-Hundred Dollars (\$14,500.00).

Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Matt Bacon, Director of Public Utilities.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Jerry Jesky, P.E.

By 
Chris Hall, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF PITTSBURG, KANSAS

By _____
Signature

Print Name _____

Title _____

Dated: _____

Attachments

Labor Rate Billing Schedule

Reimbursable Expense Schedule



LABOR RATE BILLING SCHEDULE 2021

LABOR RATES

<u>Description</u>	<u>Range</u>
Principal/Senior Professional.....	140 - 250
Project Manager.....	110 - 190
Project Professional.....	90 - 150
Assistant Professional.....	60 - 130
Designer.....	70 - 120
CAD Operator.....	40 - 100
Survey.....	50 - 140
Survey Crew.....	120 - 160
Construction Services.....	50 - 170
Administrative/Clerical.....	40 - 80

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.56/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: December 7, 2021

SUBJECT: Agenda Item – December 14, 2021
Final Payment and Change Order No. 6
Georgia Street Channels / Culvert Project

The contractor, Heck & Wicker, Inc., of Parsons, Kansas, has completed all work on the Georgia Street Channels/Culvert Project and is now requesting final payment. They have also submitted Change Order No. 6 for consideration. This change order covers adjustment in plan quantities and reflects a decrease of \$1,556.60, making a new contract construction amount of \$471,586.56. The street portion of the work will be funded through the street sales tax fund and the culvert portion of the work will be funded out of the stormwater budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 14, 2021. Action necessary will be approval or disapproval of Change Order No. 6 and for final payment to Heck & Wicker, Inc. in the amount of \$55,519.12.

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

Attachments: Final Payment and Change Order Documents

EJCDC <small>ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE</small>		Contractor's Application for Payment No.		5 (Final)																																																													
To City of Pittsburgh (Owner):		Application Period: October 19, 2021 to November 19, 2021																																																															
Project: Bid "C" Georgia Street Channels + Culvert		From (Contractor): Heck & Wicker, INC.		Via (Engineer): Earles Engineering																																																													
Owner's Contract No.:		Contractor's Project No.:		Engineer's Project No.: 19-03 & 19-04																																																													
Application For Payment Change Order Summary																																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Number</th> <th style="width: 40%;">Additions</th> <th style="width: 45%;">Deductions</th> </tr> </thead> <tbody> <tr><td>1</td><td>\$2,353.76</td><td></td></tr> <tr><td>2</td><td>\$5,988.03</td><td></td></tr> <tr><td>3</td><td>\$3,820.00</td><td></td></tr> <tr><td>4</td><td>\$13,235.76</td><td></td></tr> <tr><td>5</td><td>\$4,332.28</td><td>-\$1,075.59</td></tr> <tr><td>6</td><td>\$134.40</td><td>-\$1,691.00</td></tr> <tr><td>7</td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td></tr> <tr> <td>TOTALS</td> <td>\$29,864.23</td> <td>-\$2,766.59</td> </tr> <tr> <td>NET CHANGE BY CHANGE ORDERS</td> <td colspan="2" style="text-align: center;">\$27,097.64</td> </tr> </tbody> </table>			Number	Additions	Deductions	1	\$2,353.76		2	\$5,988.03		3	\$3,820.00		4	\$13,235.76		5	\$4,332.28	-\$1,075.59	6	\$134.40	-\$1,691.00	7			8			TOTALS	\$29,864.23	-\$2,766.59	NET CHANGE BY CHANGE ORDERS	\$27,097.64		<table style="width: 100%;"> <tr> <td style="width: 60%;">1. ORIGINAL CONTRACT PRICE.....</td> <td style="width: 40%; text-align: right;">\$ \$444,488.92</td> </tr> <tr> <td>2. Net change by Change Orders.....</td> <td style="text-align: right;">\$ \$27,097.64</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + 2).....</td> <td style="text-align: right;">\$ \$471,586.56</td> </tr> <tr> <td colspan="2">4. TOTAL COMPLETED AND STORED TO DATE</td> </tr> <tr> <td>(Column F on Progress Estimate).....</td> <td style="text-align: right;">\$ \$471,586.56</td> </tr> <tr> <td colspan="2">5. RETAINAGE:</td> </tr> <tr> <td> a. 0% X \$471,586.56 Work Completed.....</td> <td style="text-align: right;">\$ \$0.00</td> </tr> <tr> <td> b. 10% X \$0.00 Stored Material.....</td> <td style="text-align: right;">\$ \$0.00</td> </tr> <tr> <td> c. Total Retainage (Line 5a + Line 5b).....</td> <td style="text-align: right;">\$ \$0.00</td> </tr> <tr> <td>6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....</td> <td style="text-align: right;">\$ \$471,586.56</td> </tr> <tr> <td>7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....</td> <td style="text-align: right;">\$ \$416,067.44</td> </tr> <tr> <td>8. AMOUNT DUE THIS APPLICATION.....</td> <td style="text-align: right;">\$ \$55,519.12</td> </tr> <tr> <td>9. BALANCE TO FINISH, PLUS RETAINAGE</td> <td></td> </tr> <tr> <td>(Column G on Progress Estimate + Line 5c above).....</td> <td style="text-align: right;">\$ \$0.00</td> </tr> </table>		1. ORIGINAL CONTRACT PRICE.....	\$ \$444,488.92	2. Net change by Change Orders.....	\$ \$27,097.64	3. Current Contract Price (Line 1 + 2).....	\$ \$471,586.56	4. TOTAL COMPLETED AND STORED TO DATE		(Column F on Progress Estimate).....	\$ \$471,586.56	5. RETAINAGE:		a. 0% X \$471,586.56 Work Completed.....	\$ \$0.00	b. 10% X \$0.00 Stored Material.....	\$ \$0.00	c. Total Retainage (Line 5a + Line 5b).....	\$ \$0.00	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ \$471,586.56	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ \$416,067.44	8. AMOUNT DUE THIS APPLICATION.....	\$ \$55,519.12	9. BALANCE TO FINISH, PLUS RETAINAGE		(Column G on Progress Estimate + Line 5c above).....	\$ \$0.00
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Contractor's Certification The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.			Payment of: \$ <u>55,519.12</u> (Line 8 or other - attach explanation of the other amount)																																																														
<div style="border: 1px solid black; height: 150px; margin-bottom: 10px;"></div>			is recommended by: <u></u> <u>11/30/2021</u> (Engineer) (Date)																																																														
<div style="border: 1px solid black; height: 150px; margin-bottom: 10px;"></div>			Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)																																																														
<div style="border: 1px solid black; height: 150px; margin-bottom: 10px;"></div>			is approved by: _____ (Owner) (Date)																																																														
By: <u></u> Date: <u>11-30-21</u>			Approved by: _____ Funding Agency (if applicable) (Date)																																																														

Progress Estimate - Unit Price Work				Contractor's Application						
For (Contract): Bid "C" Georgia Street Channels + Culvert Bid						Application Number: 5				
Application Period: October 19, 2021 to November 19, 2021						Application Date: 11/30/2021				
A				B	C	D	E	F		G
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description									
BASE BID										
1	Contractor Construction Staking (lump sum)	1	\$ 9,000.00	\$9,000.00	1	\$9,000.00		\$9,000.00	100.0%	\$0.00
2	Mobilization(lump sum)	1	\$ 18,000.00	\$18,000.00	1	\$18,000.00		\$18,000.00	100.0%	\$0.00
3	Traffic Control(lump sum)	1	\$ 5,800.00	\$5,800.00	1	\$5,800.00		\$5,800.00	100.0%	\$0.00
4	Erosion Control(lump sum)	1	\$ 12,000.00	\$12,000.00	1	\$12,000.00		\$12,000.00	100.0%	\$0.00
5	Clearing and Grubbing (lump sum)	1	\$ 2,000.00	\$2,000.00	1	\$2,000.00		\$2,000.00	100.0%	\$0.00
6	Seeding(lump sum)	1	\$ 3,400.00	\$3,400.00	1	\$3,400.00		\$3,400.00	100.0%	\$0.00
7	Removal & Disposal of Existing Structures(lump sum)	1	\$ 8,000.00	\$8,000.00	1	\$8,000.00		\$8,000.00	100.0%	\$0.00
8	Removal of Pavement(square yards)	1588	\$ 15.00	\$23,820.00	1588	\$23,820.00		\$23,820.00	100.0%	\$0.00
9	Removal of Driveways(square yards)	187	\$ 15.00	\$2,805.00	187	\$2,805.00		\$2,805.00	100.0%	\$0.00
10	Removal of Sidewalks(square yards)	9	\$ 15.00	\$135.00	9	\$135.00		\$135.00	100.0%	\$0.00
11	Common Excavation(cubic yards)	250	\$ 14.00	\$3,500.00	250	\$3,500.00		\$3,500.00	100.0%	\$0.00
12	Embankment(cubic yards)	225	\$ 17.00	\$3,825.00	225	\$3,825.00		\$3,825.00	100.0%	\$0.00
13	Compaction of Earthwork(95% subgrade)(cubic yards)	278	\$ 2.00	\$556.00	278	\$556.00		\$556.00	100.0%	\$0.00
14	Contractor Furnished fill(cubic yards)	269	\$ 19.00	\$5,111.00	269	\$5,111.00		\$5,111.00	100.0%	\$0.00
15	Storm inlet (Type 22)(each)	4	\$ 4,400.00	\$17,600.00	4	\$17,600.00		\$17,600.00	100.0%	\$0.00
16	Storm Sewer Manhole (reinforced concrete)(each)	1	\$ 4,400.00	\$4,400.00	1	\$4,400.00		\$4,400.00	100.0%	\$0.00
17	Storm Pipe (12" RCP)(lineal feet)	50	\$ 35.00	\$1,750.00	50	\$1,750.00		\$1,750.00	100.0%	\$0.00
18	Storm Pipe (24" RCP)(lineal feet)	36	\$ 52.00	\$1,872.00	36	\$1,872.00		\$1,872.00	100.0%	\$0.00
19	Storm Pipe (36" RCP)(lineal feet)	16	\$ 108.00	\$1,728.00	16	\$1,728.00		\$1,728.00	100.0%	\$0.00
20	Storm Pipe (66" RCP)(lineal feet)	80	\$ 370.00	\$29,600.00	80	\$29,600.00		\$29,600.00	100.0%	\$0.00
21	Storm Pipe (58"x36")(RCP Arch)(lineal feet)	56	\$ 195.00	\$10,920.00	56	\$10,920.00		\$10,920.00	100.0%	\$0.00
22	Storm Pipe (12" HDPE)(lineal feet)	96	\$ 32.00	\$3,072.00	96	\$3,072.00		\$3,072.00	100.0%	\$0.00
23	End Sections (12")(RCP)(each)	1	\$ 500.00	\$500.00	1	\$500.00		\$500.00	100.0%	\$0.00
24	End Sections (36" RCP)(each)	1	\$ 900.00	\$900.00	1	\$900.00		\$900.00	100.0%	\$0.00
25	End Sections (66" RCP)(each)	2	\$ 5,200.00	\$10,400.00	2	\$10,400.00		\$10,400.00	100.0%	\$0.00
26	End Sections (58"x36")(RCP Arch)(each)	2	\$ 1,650.00	\$3,300.00	2	\$3,300.00		\$3,300.00	100.0%	\$0.00
27	End Sections (12" HDPE)(each)	3	\$ 350.00	\$1,050.00	3	\$1,050.00		\$1,050.00	100.0%	\$0.00
28	Aggregate Base (AB3 Rock) (6")(square yard)	2784	\$ 11.10	\$30,902.40	2784	\$30,902.40		\$30,902.40	100.0%	\$0.00
29	Geotextile Fabric(square yard)	2784	\$ 2.75	\$7,656.00	2784	\$7,656.00		\$7,656.00	100.0%	\$0.00
30	Aggregate Ditch Lining (6") (square yard)	325	\$ 31.50	\$10,237.50	325	\$10,237.50		\$10,237.50	100.0%	\$0.00
31	Concrete Sidewalk 4"(square yard)	116	\$ 42.00	\$4,872.00	116	\$4,872.00		\$4,872.00	100.0%	\$0.00
32	Concrete Sidewalk 6"(square yard)	31	\$ 50.00	\$1,550.00	31	\$1,550.00		\$1,550.00	100.0%	\$0.00
33	Sidewalk Ramp(square yard)	50	\$ 95.00	\$4,750.00	50	\$4,750.00		\$4,750.00	100.0%	\$0.00
34	Curb and Gutter Combined(lineal feet)	1494	\$ 31.94	\$47,718.36	1494	\$47,718.36		\$47,718.36	100.0%	\$0.00
35	Concrete Pavement (8" Uniform)(AE)(NRDJ)(square yard)	2158	\$ 63.27	\$136,536.66	2158	\$136,536.66		\$136,536.66	100.0%	\$0.00
36	Concrete Pavement (7.5" Uniform)(AE)(Plain)(square yard)	76	\$ 60.00	\$4,560.00	76	\$4,560.00		\$4,560.00	100.0%	\$0.00
37	Concrete Pavement(6" Uniform)(AE)(Plain)(square yard)	159	\$ 58.00	\$9,222.00	159	\$9,222.00		\$9,222.00	100.0%	\$0.00
38	Trench & Flowable Fill (0-6")(lineal feet)	36	\$ 40.00	\$1,440.00	36	\$1,440.00		\$1,440.00	100.0%	\$0.00
CO1	Additional Excavation	1	\$ 2,353.76	\$2,353.76	1	\$2,353.76		\$2,353.76	100.0%	\$0.00
CO2	Remove & Replace Sidewalk	1	\$ 5,988.03	\$5,988.03	1	\$5,988.03		\$5,988.03	100.0%	\$0.00
CO3	Concrete Bridge Abutment	1	\$ 3,820.00	\$3,820.00	1	\$3,820.00		\$3,820.00	100.0%	\$0.00
CO4	Existing Storm Sewer/Boxes Set/Removal	1	\$ 13,235.76	\$13,235.76	1	\$13,235.76		\$13,235.76	100.0%	\$0.00
CO5	Over Final Measured Quantities for Channels Project	1	\$ 4,332.28	\$4,332.28	1	\$4,332.28		\$4,332.28	100.0%	\$0.00
	Under Final Measured Quantities for Channels Project	1	\$ (1,075.59)	-\$1,075.59	1	-\$1,075.59		-\$1,075.59	100.0%	\$0.00
CO6	Over Final Measured Quantities for Culvert Project	1	\$ 134.40	\$134.40	1	\$134.40		\$134.40	100.0%	\$0.00
	Under Final Measured Quantities for Culvert Project	1	\$ (1,691.00)	-\$1,691.00	1	-\$1,691.00		-\$1,691.00	100.0%	\$0.00
				\$471,586.56		\$471,586.56	\$0.00	\$471,586.56	100.0%	\$0.00

Change Order No. 6

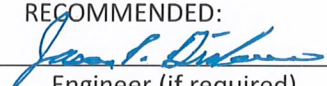
Date of Issuance: _____ Effective Date: _____
Owner: City of Pittsburg, KS Owner's Contract No.: _____
Contractor: Heck & Wicker, Inc. Contractor's Project No.: _____
Engineer: Earles Engineering & Inspection, Inc. Engineer's Project No.: 19-03 & 19-04
Project: Bid "C" Georgia Street Channels + Culvert Contract Name: _____

The Contract is modified as follows upon execution of this Change Order:

Description: Final measured quantities adjustments for Georgia Street Culvert project

Attachments: Request from Contractor

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 444,488.92	Original Contract Times: Substantial Completion: <u>120</u> Ready for Final Payment: <u>150</u> days
Increase from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : \$ 28,654.24	Increase from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Substantial Completion: <u>7</u> Ready for Final Payment: <u>7</u> days
Contract Price prior to this Change Order: \$ 473,143.16	Contract Times prior to this Change Order: Substantial Completion: <u>127</u> Ready for Final Payment: <u>157</u> days
Decrease of this Change Order: \$ 1,556.60	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order: \$ 471,586.56	Contract Times with all approved Change Orders: Substantial Completion: <u>127</u> Ready for Final Payment: <u>157</u> days

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u></u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: Project Manager	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: 12/1/2021	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



1900 Southern Boulevard
Parsons, Kansas 67357
(620) 421-3280
Fax: (620) 421-4430

CHANGE ORDER #6

CITY OF PITTSBURG GEORGIA STREET CHANNEL/CULVERT PROJECT PROJECT 19-03 & 19-04

Georgia Street Culverts

Line 31B Concrete Sidewalk 4"
Plan quantity 116 SY, measured quantity 119.2 SY
3.2 SY @ \$42.00 per SY

Increase of \$134.40

Line 33B Sidewalk Ramp
Plan Quantity 50 SY, measured quantity 32.2 SY
17.8 SY @ \$95.00 per SY

Decrease of \$1,691.00

Net change order of decrease of (\$1556.60)

Submitted by:
Heck & Wicker, Inc.

Ben Wicker
Project Superintendent

Accepted by:
City of Pittsburg

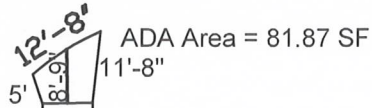
Owner Representative

Dated: _____

Swk Area = 51.28 SF



ADA Area = 55.03 SF



ADA Area = 81.87 SF

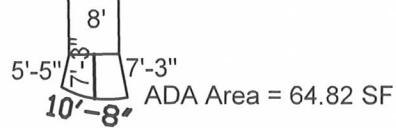
Item 31B All Swk Areas = 1,081.28 SF
Minus MH Area = 3.14 SF
Total Swk Area = 1,078.14 SF (119.2 SY)

Item 33B Total ADA Area = 289.80 SF (32.2 SY)

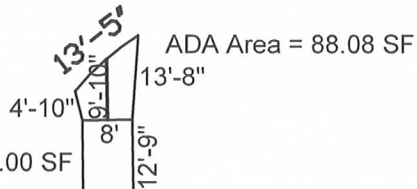
Swk Area = 928.00 SF

116'

○ MH Lid Area = 3.14



ADA Area = 64.82 SF



ADA Area = 88.08 SF

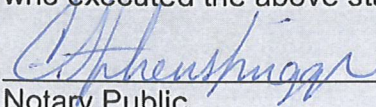
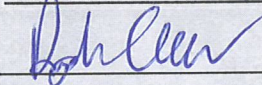
Swk Area = 102.00 SF

**TO BE TYPED
ON COMPANY LETTERHEAD**

**TO: CITY CLERK
CITY OF PITTSBURG
PITTSBURG, KANSAS 66762**

PROJECT:
Georgia Street Channel/Culvert - Pittsburg, KS

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

<p style="text-align: center;">Missouri State of Kansas, Jackson County</p> <p>On this <u>2nd</u> day of <u>December</u>, 20 <u>21</u>, before me, a Notary Public in and for the aforementioned County and State, personally appeared <u>Mary T. Flanigan</u>, to me known to be the identical person who executed the above statement.</p> <p style="text-align: center;"> _____ Notary Public</p> <p>My Commission Expires: <u>6/21/2023</u></p>	<p>Contractor: <u>Heck & Wicker, Inc.</u></p> <p>By: <u></u></p> <p>Title: <u>Project Superintendent</u></p> <p>Seal: _____ (If Corporate)</p>
--	--

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

IN WITNESS this 2nd day of December, 20 21.

Western Surety Company

(SEAL):

151 N. Franklin Street, Chicago, IL 60606 (312) 822-5000



Signature of Authorized Representative

ATTORNEY-IN-FACT, Mary T. Flanigan

RESIDENT AGENT, Evan D. Sizemore, KS Resident Agent

cc: Engineering Division

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Patrick T. Pribyl, Debra J. Scarborough, Evan D. Sizemore, Charles R. Teter III, Jeffrey C. Carey, Rebecca S. Leal, Kellie A. Meyer, Mary T. Flanigan, Christy M. Braile, Charissa D. Lecuyer, C. Stephens Griggs, Tahitia M. Fry, Veronica Lawver, Lauren Scott, Individually

of Kansas City, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.



WESTERN SURETY COMPANY

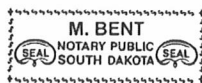
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of December, 2021.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**TO BE TYPED
ON COMPANY LETTERHEAD**

**CONSENT OF SURETY
TO REDUCTION IN OR
RELEASE OF RETAINAGE**

PROJECT: Georgia Street Channel/Culvert - Pittsburg, KS

TO: City of Pittsburg
201 W. 4th St
Pittsburg, KS 66762

CONTRACT FOR: Construction

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the _____ Western Surety Company _____, Surety on bond of _____ Heck & Wicker, Inc. _____, Contractor, hereby approves the reduction in or partial release of retainage to the Contractor, as follows:

Reduce Retainage to \$0

The Surety agrees that such reduction in or partial or total release of retainage to the Contractor shall not relieve the Surety of any of its obligations to:

City of Pittsburg _____, OWNER,
as set forth in the said Surety's bond.

IN WITNESS WHEREOF, _____ Western Surety Company _____
the Surety has hereunto set its hand this 1st day of December, 2021.

ATTEST:

Kathia Appert

(SEAL)

Western Surety Company
151 N. Franklin Street, Chicago, IL 60606 (312) 822-5000

Surety

C. Stephens Griggs

Signature of Authorized Representative

C. Stephens Griggs, Attorney-in-Fact

Title

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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Patrick T. Pribyl, Debra J. Scarborough, Evan D. Sizemore, Charles R. Teter III, Jeffrey C. Carey, Rebecca S. Leal, Kellie A. Meyer, Mary T. Flanagan, Christy M. Braile, Charissa D. Lecuyer, C. Stephens Griggs, Tahitia M. Fry, Veronica Lawver, Lauren Scott, Individually

of Kansas City, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.



WESTERN SURETY COMPANY

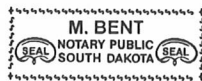
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of December, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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

Mark A. Burghart, Secretary



Department of Revenue

Phone: 785-296-3081

Fax: 785-296-7928

www.ksrevenue.org

Laura Kelly, Governor

STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: City of Pittsburg

Name of Entity to whom Project Exemption Certificate was Issued

201 W 4th St

Street Address

Pittsburg

City

KS

State

66762

Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under **Exemption Certificate Number** 0000093964, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(c), (d), (e), (xx), (aaa), (ccc), (iii), (qqq), (sss), (ttt), (uuu), (xxx) and (yyy) as amended.

Heck and Wicker, Inc.

Contractor / Subcontractor

1900 Southern Blvd.

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

Parsons, Kansas 67357

City, State Zip

Signature and Title of Authorized Representative

Date

12-2-2021

INSTRUCTIONS

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

PR-77 (Rev. 09/16)

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: December 7, 2021

SUBJECT: Agenda Item – December 14, 2021
DISPOSITION OF BIDS
2022-2024 Annual Fixed Location Generator
Inspection & Maintenance Contract

Bids were received on Tuesday, November 30, 2021, for Annual Fixed Location Generator Inspection and Maintenance Contract for the period of January 1, 2022 to December 31, 2024. Bids were received from two vendors (see attached bid tabulation). After reviewing the bids received, staff is recommending that the bids be awarded to the low bidder meeting specifications, CDL Electric Company, Inc., of Pittsburg, based on their low bid of \$6,887.00 annually. CDL Electric Company, Inc. currently holds the contract with the City in the amount of \$9,104.28 annually.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 14, 2021. Action necessary will be approval or disapproval of staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Bid Tabulation



Bid Recapitulation Sheet
2022-2024 Annual Fixed Location Generator
Inspection & Maintenance Contract
Tuesday, November 30, 2021 - 2:00 p.m.
City Hall Conference Room

Name and Address of Bidder	Total Annual Cost
CDL Electric Company, Inc. 1308 North Walnut Pittsburg, KS 66762	\$6,887.00
Clifford Power System, Inc. (Tulsa, OK) c/o Morgan Jenkins 4408 South Washington Avenue Independence, MO 64055	\$17,707.00

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: December 7, 2021

SUBJECT: Agenda Item – December 14th 2021
DISPOSITION OF BIDS
WTP Chemicals – Liquid Chlorine

Bids were received on Tuesday, November 30th, 2021, for the purchase of liquid chlorine for use by the Water Treatment Plant for the period of January 1st 2022 through December 31st, 2022 with the option to renew the contract for two (2) additional one (1) year periods (see attached bid tab sheet). On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed three percent (3%) of the existing contract. If parties to the contract cannot agree on renewal terms, the contract will be re-bid.

After reviewing the bids received, City staff is recommending that the bids be awarded to the low bidder meeting specification as follows:

Liquid Chlorine

\$87.08 Per 100 Lbs.

Brenntag Southwest, INC
Route 2 Box 352-200
Nowata, OK 74048

[Current contract- DPC Enterprise, Inc. Wichita KS, with a bid of \$35.20 per 100 lbs.]

MEMO TO: DARON HALL
DECEMBER 7, 2021
PAGE TWO

The City orders these products on an as needed basis and purchases them with funds from the Water Treatment Plant Operating Supplies Budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 14th, 2021. Action necessary will be approval or disapproval of staff's recommendation to award the bids to the low bidders meeting specifications as stipulated above and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Bid Tab Sheet



City of Pittsburg, Kansas
RECAPITULATION OF BIDS FOR PURCHASE OF WTP LIQUID CHLORINE
Tuesday, November 30, 2021 – 2:00 p.m.

Name/Address of Bidder	Liquid Chlorine (Per 100 Lb.)
Brenntag Southwest, Inc. Route 2 Box 352-200 Nowata, OK 74048	\$87.08/100 lb.
DPC Enterprise 3105 North Mead Wichita, KS 67219	\$88.70/100 lb.

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: December 7, 2021

SUBJECT: Agenda Item – December 14th 2021
DISPOSITION OF BIDS
WTP Chemicals – Liquid Polymeric Phosphate

Bids were received on Tuesday, November 30th, 2021, for the purchase of liquid polymeric phosphate for use by the Water Treatment Plant for the period of January 1st 2022 through December 31st, 2022 with the option to renew the contract for two (2) additional one (1) year periods (see attached bid tab sheet). On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed three percent (3%) of the existing contract. If parties to the contract cannot agree on renewal terms, the contract will be re-bid.

After reviewing the bids received, City staff is recommending that the bids be awarded to the low bidder meeting specification as follows:

Liquid Polmeric Phosphate	\$0.91/lb.
Carus LLC	
315 Fifth Street	
Peru, IL 61354	
[Current contract- Carus LLC, Peru, IL, with a bid of \$0.53/lbs.]	

MEMO TO: DARON HALL
DECEMBER 7, 2021
PAGE TWO

The City orders these products on an as needed basis and purchases them with funds from the Water Treatment Plant Operating Supplies Budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 14th, 2021. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder meeting specifications as stipulated above and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Bid Tab Sheet



City of Pittsburg, Kansas
RECAPITULATION OF BIDS
PURCHASE OF WTP LIQUID POLYMERIC PHOSPHATE
Tuesday, November 30, 2021 – 2:00 p.m.

Name/Address of Bidder	Liquid Polymeric Phosphate (Per Lb.)
Brenntag Southwest, Inc. Rt 2 Box 352-200 Nowata, OK 74048	\$0.965/Lb.
Carus LLC 315 Fifth Street Peru, IL 61354	\$0.91/Lb.
Shannon Chemical Corporation PO Box 376 Malvern, PA 19355	\$1.23/Lb.
Sterling Water Technologies LLC PO Box 602 Columbia, TN 38402-0602	\$1.0391/Lb.

Interoffice Memorandum

To: Daron Hall, City Manager

From: Toby Book, Director of Parks and Recreation

CC: Tammy Nagel, City Clerk

Date: December 6, 2021

Subject: December 14, 2021 Agenda Item
T-shirt Bids

Pittsburg Parks and Recreation Department received bids for their 2022 and 2023 T-shirts. These shirts are used for programming, marketing and staff shirts throughout the year. One bid was received and opened on November 16, 2021.

Based on their minimum order quantity, timeline of order placements, pricing and design abilities, staff is recommending the award of the bid to: Riddell/All American, 7501 Performance Lane, North Ridgeville, Ohio 44039. No local bids were received.

Bid tab sheet is attached for your review.

In this regard would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 14, 2021. Action necessary is the award of the 2022 and 2023 T-Shirt bid to Riddell/All American of North Ridgeville, Ohio.

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



PARKS & RECREATION DEPARTMENT T-SHIRT AND SWEATSHIRT BIDS

BID OPENING: TUESDAY, NOVEMBER 16, 2021 - 2:00 P.M.

NAME AND ADDRESS OF BIDDER: <u>Riddell / All American, 7501 Performance Lane, North Ridgeville, Ohio 44039</u>									
DESIGN/ART CHARGE: <u>\$22.00 per logo</u>				SCREEN CHARGE: <u>\$51.00 per color</u>					
REORDER (ADD ON) CHARGE: <u>\$NA</u>				SHIMMER/GLITTER CHARGE: <u>\$NA</u>					
FOIL/METALLIC INK CHARGE: <u>\$NA</u>				FULL SIZE BACK PRINT CHARGE: <u>\$1.25 per color</u>					
SLEEVE PRINT CHARGE: <u>\$1.00 per color</u>				DELIVERY CHARGE: <u>\$Contact local Riddell sales representative</u>					
Minimum Order Quantity:			12 pieces						
Cost difference if minimum quantity is not met:			None						
How far in advance must orders be placed?			30 ARO						
SHIRT TYPE	2 COLOR			3 COLOR			4 COLOR		
	YXS-YXL	AS-AXL	2XL-3XL	YXS-YXL	AS-AXL	2XL-3XL	YXS-YXL	AS-AXL	2XL-3XL
50/50 BLENDED SS WHITE	\$ 5.40	\$ 5.65	\$ 9.50	\$ 5.65	\$ 5.90	\$ 9.75	\$ 5.90	\$ 6.40	\$ 10.00
50/50 BLENDED SS ASH	\$ 5.40	\$ 5.65	\$ 9.50	\$ 5.65	\$ 5.90	\$ 9.75	\$ 5.90	\$ 6.40	\$ 10.00
50/50 BLENDED SS PRIMARY	\$ 5.40	\$ 5.65	\$ 9.50	\$ 5.65	\$ 5.90	\$ 9.75	\$ 5.90	\$ 6.40	\$ 10.00
100% POLYESTER PERFORMANCE WHITE	\$ 5.90	\$ 5.90	\$ 7.75	\$ 6.20	\$ 6.20	\$ 8.05	\$ 6.50	\$ 6.50	\$ 8.35
100% POLYESTER PERFORMANCE ASH	\$ 5.90	\$ 5.90	\$ 7.75	\$ 6.20	\$ 6.20	\$ 8.05	\$ 6.50	\$ 6.50	\$ 8.35
100% POLYESTER PERFORMANCE PRIMARY	\$ 5.90	\$ 5.90	\$ 7.75	\$ 6.20	\$ 6.20	\$ 8.05	\$ 6.50	\$ 6.50	\$ 8.35
50/50 BLENDED W/POCKET SS WHITE	NA	\$ 8.76	\$ 10.61	NA	\$ 9.06	\$ 10.91	NA	\$ 9.36	\$ 11.24
50/50 BLENDED W/POCKET SS ASH	NA	\$ 8.76	\$ 10.61	NA	\$ 9.06	\$ 10.91	NA	\$ 9.36	\$ 11.24
50/50 BLENDED W/POCKET SS PRIMARY	NA	\$ 8.76	\$ 10.61	NA	\$ 9.06	\$ 10.91	NA	\$ 9.36	\$ 11.24
50/50 BLENDED LS WHITE	NA	\$ 9.39	\$ 11.24	NA	\$ 11.54	\$ 13.39	NA	\$ 11.84	\$ 13.69
50/50 BLENDED LS ASH	NA	\$ 9.39	\$ 11.24	NA	\$ 11.54	\$ 13.39	NA	\$ 11.84	\$ 13.69
50/50 BLENDED LS PRIMARY	NA	\$ 9.39	\$ 11.24	NA	\$ 11.54	\$ 13.39	NA	\$ 11.84	\$ 13.69
LIGHT WEIGHT HOODED SWEATSHIRT WHITE	NA	\$ 18.76	\$ 20.61	NA	\$ 19.06	\$ 20.91	NA	\$ 19.36	\$ 21.21
LIGHT WEIGHT HOODED SWEATSHIRT ASH	NA	\$ 18.76	\$ 20.61	NA	\$ 19.06	\$ 20.91	NA	\$ 19.36	\$ 21.21
LIGHT WEIGHT HOODED SWEATSHIRT PRIMARY	NA	\$ 18.76	\$ 20.61	NA	\$ 19.06	\$ 20.91	NA	\$ 19.36	\$ 21.21
HEAVY WEIGHT HOODED SWEATSHIRT WHITE	NA	\$ 25.18	\$ 27.03	NA	\$ 25.48	\$ 27.33	NA	\$ 25.78	\$ 27.63
HEAVY WEIGHT HOODED SWEATSHIRT ASH	NA	\$ 25.18	\$ 27.03	NA	\$ 25.48	\$ 27.33	NA	\$ 25.78	\$ 27.63
HEAVY WEIGHT HOODED SWEATSHIRT PRIMARY	NA	\$ 25.18	\$ 27.03	NA	\$ 25.48	\$ 27.33	NA	\$ 25.78	\$ 27.63



Interoffice Memorandum

TO: Daron Hall, City Manager
FROM: Tammy Nagel, City Clerk
DATE: November 29, 2021
SUBJECT: Agenda Item – Designation of Official Newspaper

Kansas Statutes require that the Official City Newspaper be designated by formal Governing Body action. It is our practice to designate the Official Newspaper each year following reorganization of the Board of Commissioners.

I recommend that we continue to utilize *The Morning Sun* as the City's Official Newspaper.

Please place an item on the agenda for the City Commission Meeting of December 14th, 2021, designating *The Morning Sun* as the Official City Newspaper.

I will be available to answer any questions at your convenience. Thank you.



Interoffice Memorandum

TO: Daron Hall, City Manager
FROM: Larissa Bowman, Director of Finance
DATE: November 30, 2021
SUBJECT: Agenda Item – Designation of Official Depositories

As you are aware, Kansas Statutes require that Official City Depositories be designated by formal Governing Body action, and it is the practice to designate these depositories each year following reorganization of the Board of Commissioners.

I recommend continuing with the facilities we are currently using. These are BMO Harris Bank, Community National Bank, Commerce Bank, Equity Bank, GNBANK, Labette Bank, Landmark National Bank and US Bank.

Please place an item on the agenda for the City Commission Meeting of December 14th, 2021, designating these banking institutions as Official City Depositories.

I will be available to answer any questions at your convenience. Thank you.

VENDOR SET: 99 City of Pittsburg, KS

BANK: * ALL BANKS

DATE RANGE:11/17/2021 THRU 12/07/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7651	K & D'S LIQUORS, LLC							
7651	K & D'S LIQUORS, LLC							
	C-CHECK K & D'S LIQUORS, LLC	VOIDED	V 11/19/2021			190124		59.29CR
	C-CHECK VOID CHECK		V 12/03/2021			190178		
	C-CHECK VOID CHECK		V 12/03/2021			190179		

* * T O T A L S * *

NO

INVOICE AMOUNT

DISCOUNTS

CHECK AMOUNT

REGULAR CHECKS:

0

0.00

0.00

0.00

HAND CHECKS:

0

0.00

0.00

0.00

DRAFTS:

0

0.00

0.00

0.00

EFT:

0

0.00

0.00

0.00

NON CHECKS:

0

0.00

0.00

0.00

VOID CHECKS:

3 VOID DEBITS

0.00

VOID CREDITS

59.29CR

59.29CR

0.00

TOTAL ERRORS: 0

VENDOR SET:	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
99	*		3	59.29CR	0.00	0.00
BANK: *		TOTALS:	3	59.29CR	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/17/2021 THRU 12/07/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	12/06/2021			000000		1,079.78
0224	KDOR	D	12/06/2021			000000		2,707.36
0321	KP&F	D	11/24/2021			000000		45,851.75
0728	ICMA	D	11/26/2021			000000		14,995.06
1050	KPERS	D	11/29/2021			000000		42,267.80
3079	COMMERCE BANK	D	11/30/2021			000000		48,295.73
3570	AMERICAN EXPRESS, INC	D	12/06/2021			000000		407.99
4520	ETS CORPORATION	D	12/02/2021			000000		9,839.96
5677	BANK OF AMERICA, INC	D	12/03/2021			000000		24.95
6415	GREAT WEST TANDEM KPERS 457	D	11/26/2021			000000		4,222.00
7290	DELTA DENTAL OF KANSAS INC	D	11/19/2021			000000		1,809.60
7290	DELTA DENTAL OF KANSAS INC	D	11/26/2021			000000		2,626.83
7290	DELTA DENTAL OF KANSAS INC	D	12/03/2021			000000		3,307.90
7877	TRUSTMARK HEALTH BENEFITS INC	D	11/18/2021			000000		31,622.39
7877	TRUSTMARK HEALTH BENEFITS INC	D	11/26/2021			000000		77,044.28
7877	TRUSTMARK HEALTH BENEFITS INC	D	12/02/2021			000000		33,588.72
8051	AFLAC GROUP INSURANCE	D	11/23/2021			000000		1,621.78
8317	ADCOMP SYSTEMS INC	D	12/07/2021			000000		222.79
8370	WEX HEALTH, INC.	D	11/26/2021			000000		4,908.28
0748	CONRAD FIRE EQUIPMENT	E	11/22/2021			013531		369.20
7567	MERIDIAN OIL & EQUIPMENT LLC	E	11/22/2021			013532		1,415.99
8202	PETROLEUM TRADERS CORPORATION	E	11/22/2021			013533		21,266.57

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/17/2021 THRU 12/07/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8241	CLARENCE L. GARMAN	E	11/22/2021			013534		86.08
0046	ETTINGERS OFFICE SUPPLY	E	11/22/2021			013535		718.43
0055	JOHN'S SPORT CENTER, INC.	E	11/22/2021			013536		355.50
0077	THE LITTLE SHOP OF FLOWERS	E	11/22/2021			013537		46.33
0087	FORMS ONE, LLC	E	11/22/2021			013538		75.00
0101	BUG-A-WAY INC	E	11/22/2021			013539		160.00
0105	PITTSBURG AUTOMOTIVE	E	11/22/2021			013540		422.87
0133	JIM RADELL CONSTRUCTION COMPAN	E	11/22/2021			013541		39,140.00
0142	HECKERT CONSTRUCTION CO INC	E	11/22/2021			013542		177,624.46
0202	CLIFF HIX ENGINEERING INC	E	11/22/2021			013543		3,032.00
0203	GADES SALES CO INC	E	11/22/2021			013544		3,840.00
0292	UNIFIRST CORPORATION	E	11/22/2021			013545		62.50
0317	KUNSHEK CHAT & COAL CO, INC.	E	11/22/2021			013546		11,110.91
0335	CUSTOM AWARDS, LLC	E	11/22/2021			013547		375.72
0455	LARRY BARRETT BODY * FRAME * T	E	11/22/2021			013548		165.00
0516	AMERICAN CONCRETE CO INC	E	11/22/2021			013549		3,444.72
0577	KANSAS GAS SERVICE	E	11/22/2021			013550		52.32
0627	BOETTCHER SUPPLY INC	E	11/22/2021			013551		278.08
0746	CDL ELECTRIC COMPANY INC	E	11/22/2021			013552		1,375.00
1238	SEWARD ELECTRIC, INC.	E	11/22/2021			013553		1,137.46
1478	KANSASLAND TIRE #1828	E	11/22/2021			013554		589.69
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	11/22/2021			013555		2,164.95

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/17/2021 THRU 12/07/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2035	O'BRIEN ROCK CO., INC.	E	11/22/2021			013556		288.94
2126	BUILDING CONTROLS & SERVICE IN	E	11/22/2021			013557		287.56
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	11/22/2021			013558		2,788.00
2707	THE LAWNSCAPE COMPANY, INC.	E	11/22/2021			013559		125.00
3192	MUNICIPAL CODE CORP	E	11/22/2021			013560		950.00
3261	PITTSBURG AUTO GLASS	E	11/22/2021			013561		505.00
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	11/22/2021			013562		264.89
4603	KANSAS GOLF AND TURF INC	E	11/22/2021			013563		224.70
5855	STERICYCLE, INC.	E	11/22/2021			013564		101.41
6128	TBS ELECTRONICS INC	E	11/22/2021			013565		1,320.00
6807	ENVIRONMENTAL RESOURCE ASSOCIA	E	11/22/2021			013566		332.65
7028	MATTHEW L. FRYE	E	11/22/2021			013567		400.00
7038	SIGNET COFFEE ROASTERS	E	11/22/2021			013568		42.75
7167	QUADIENT LEASING USA INC	E	11/22/2021			013569		345.93
7284	TRANSYSTEMS CORPORATION	E	11/22/2021			013570		12,850.00
7427	OLSSON INC	E	11/22/2021			013571		1,177.75
7594	LEADSONLINE LLC	E	11/22/2021			013572		2,535.86
7620	POMP'S TIRE SERVICE INC	E	11/22/2021			013573		147.00
7655	HW ACQUISITIONS, PA	E	11/22/2021			013574		952.55
7930	SANDERSON PIPE CORPORATION	E	11/22/2021			013575		341.18
8246	BETHANY ANN BROOKS	E	11/22/2021			013576		599.00
8325	FLEET FUELS LLC	E	11/22/2021			013577		1,333.07

VENDOR SET: 99 City of Pittsburgh, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/17/2021 THRU 12/07/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8211	UMB BANK N.A.	E	11/29/2021			013578		42,859.75
8236	NORTHGATE ASSOCIATES LLC	E	11/29/2021			013579		8,676.21
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	11/29/2021			013580		86.00
0046	ETTINGERS OFFICE SUPPLY	E	11/29/2021			013581		824.07
0068	BROOKS PLUMBING LLC	E	11/29/2021			013582		982.96
0087	FORMS ONE, LLC	E	11/29/2021			013583		502.89
0105	PITTSBURG AUTOMOTIVE	E	11/29/2021			013584		377.33
0202	CLIFF HIX ENGINEERING INC	E	11/29/2021			013585		1,026.00
0412	NAN MCKAY & ASSOCIATES	E	11/29/2021			013586		478.00
0746	CDL ELECTRIC COMPANY INC	E	11/29/2021			013587		4,385.24
0844	HY-FLO EQUIPMENT CO., INC.	E	11/29/2021			013588		27.62
0866	AVFUEL CORPORATION	E	11/29/2021			013589		25,841.67
1033	BOLLINGER GROUP, LLC	E	11/29/2021			013590		200.00
1792	B&L WATERWORKS SUPPLY, LLC	E	11/29/2021			013591		624.00
2960	PACE ANALYTICAL SERVICES LLC	E	11/29/2021			013592		3,145.00
3192	MUNICIPAL CODE CORP	E	11/29/2021			013593		387.20
4059	PSU - PRINTING & DESIGN SERVI	E	11/29/2021			013594		104.60
4307	HENRY KRAFT, INC.	E	11/29/2021			013595		374.13
5049	CRH COFFEE INC	E	11/29/2021			013596		41.90
6595	AMAZON.COM, INC	E	11/29/2021			013597		14,575.29
7151	QUADIENT FINANCE USA INC	E	11/29/2021			013598		1,300.00
7559	MEGAN LYNN MUNGER	E	11/29/2021			013599		174.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/17/2021 THRU 12/07/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7667	BRENT'S ELECTRIC, LLC	E	11/29/2021			013600		134.50
8337	BLACKSTONE AUDIO, INC.	E	11/29/2021			013601		227.66
2004	AIRE-MASTER OF AMERICA, INC.	E	12/06/2021			013692		18.08
8205	MRI SOFTWARE LLC	E	12/06/2021			013693		955.00
8275	ADCOMP SYSYEMS INC	E	12/06/2021			013694		80.00
8432	WHISPERING PINES MHC LLC	E	12/06/2021			013695		755.00
8467	WASTE CORPORATION OF KANSAS, L	E	12/06/2021			013696		57.90
8512	GORILLA GRIP LLC	E	12/06/2021			013697		725.00
0022	DANKO EMERGENCY EQUIPMENT CO.	E	12/06/2021			013698		155.00
0044	CRESTWOOD COUNTRY CLUB	E	12/06/2021			013699		609.00
0046	ETTINGERS OFFICE SUPPLY	E	12/06/2021			013700		726.42
0087	FORMS ONE, LLC	E	12/06/2021			013701		75.00
0105	PITTSBURG AUTOMOTIVE	E	12/06/2021			013702		652.02
0112	MARRONES INC	E	12/06/2021			013703		838.59
0194	KANSAS STATE TREASURER	E	12/06/2021			013704		2,861.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	12/06/2021			013705		47.00
0276	JOE SMITH COMPANY, INC.	E	12/06/2021			013706		375.27
0328	KANSAS ONE-CALL SYSTEM, INC	E	12/06/2021			013707		306.00
0420	CONTINENTAL RESEARCH CORP	E	12/06/2021			013708		292.28
0455	LARRY BARRETT BODY * FRAME * T	E	12/06/2021			013709		165.00
0534	TYLER TECHNOLOGIES INC	E	12/06/2021			013710		390.00
0577	KANSAS GAS SERVICE	E	12/06/2021			013711		3,142.72

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/17/2021 THRU 12/07/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0659	PAYNES INC	E	12/06/2021			013712		100.00
0709	PURVIS INDUSTRIES LLC	E	12/06/2021			013713		9.82
0746	CDL ELECTRIC COMPANY INC	E	12/06/2021			013714		4,600.80
0823	TOUCHTON ELECTRIC INC	E	12/06/2021			013715		400.00
1733	BMI, INC	E	12/06/2021			013716		3,802.80
2005	GALLS PARENT HOLDINGS, LLC	E	12/06/2021			013717		49.58
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	12/06/2021			013718		393.57
2825	STATE OF KANSAS	E	12/06/2021			013719		500.08
2921	DATAPROSE LLC	E	12/06/2021			013720		4,584.13
3376	ALL STAR PRO GOLF INC	E	12/06/2021			013721		160.01
4307	HENRY KRAFT, INC.	E	12/06/2021			013722		299.79
4452	RYAN INSURANCE, LLC	E	12/06/2021			013723		149.00
4618	TRESA LYNNE MILLER	E	12/06/2021			013724		897.50
5014	MID-AMERICA SANITATION INC.	E	12/06/2021			013725		60.00
5049	CRH COFFEE INC	E	12/06/2021			013726		45.90
5648	JASON WISKE	E	12/06/2021			013727		1,000.00
5855	STERICYCLE, INC.	E	12/06/2021			013728		190.70
6175	HENRY C MENGHINI	E	12/06/2021			013729		113.30
6298	L. KEVAN SCHUPBACH	E	12/06/2021			013730		1,500.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	12/06/2021			013731		675.00
7028	MATTHEW L. FRYE	E	12/06/2021			013732		400.00
7240	JAY HATFIELD CERTIFIED USED CA	E	12/06/2021			013733		179.12

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/17/2021 THRU 12/07/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7283	TRUSTMARK HEALTH BENEFITS INC	E	12/06/2021			013734		38,094.35
7407	LIMELIGHT MARKETING LLC	E	12/06/2021			013735		1,000.00
7418	NEWEDGE SERVICES, LLC	E	12/06/2021			013736		7,228.00
7582	KIRK A DUNCAN	E	12/06/2021			013737		600.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	12/06/2021			013738		1,100.00
8130	CRAFCO INC	E	12/06/2021			013739		4,585.00
8194	BAKER TILLEY MUNICIPAL ADVISOR	E	12/06/2021			013740		3,100.00
8200	PLUNKETT'S PEST CONTROL INC	E	12/06/2021			013741		430.00
8309	MISSISSIPPI LIME COMPANY	E	12/06/2021			013742		6,836.55
8325	FLEET FUELS LLC	E	12/06/2021			013743		121.02
8326	KAYLYN HITE	E	12/06/2021			013744		1,000.00
8515	LEON UNIFORM COMPANY, INC	E	12/06/2021			013745		18.49
0397	PITTSBURG POLICE DEPT	R	11/17/2021			190103		250.00
7651	K & D'S LIQUORS, LLC	R	11/18/2021			190105		59.29
6154	4 STATE MAINTENANCE SUPPLY INC	R	11/19/2021			190106		288.90
4277	J & D EQUIPMENT	R	11/19/2021			190107		90.53
0373	BROADWAY ELECTRONICS INC	R	11/19/2021			190108		35.00
4263	COX COMMUNICATIONS KANSAS LLC	R	11/19/2021			190109		31.49
0095	CRAWFORD COUNTY TREASURER	R	11/19/2021			190110		52.25
1	DOLLAR GENERAL	R	11/19/2021			190111		40.00
8209	DPC ENTERPRISES LP	R	11/19/2021			190112		2,138.00
1108	EVERGY KANSAS CENTRAL INC	R	11/19/2021			190113		2,304.84

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/17/2021 THRU 12/07/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6358	FIREX, INC.	R	11/19/2021			190114		1,539.59
1	KANSAS HERPETOLOGICAL SOCIETY	R	11/19/2021			190115		690.00
2877	KDHE - BUREAU OF WATER	R	11/19/2021			190116		555.00
2877	KDHE - BUREAU OF WATER	R	11/19/2021			190117		20.00
2877	KDHE - BUREAU OF WATER	R	11/19/2021			190118		20.00
7945	LUCKY-BUT LAWN CARE, LLC	R	11/19/2021			190119		95.00
7938	ROSANO DEL PILAR MENDEZ	R	11/19/2021			190120		50.00
1	MORALES, EVERILDO	R	11/19/2021			190121		230.00
7392	ASSURECO RISK MANAGEMENT & REG	R	11/19/2021			190122		350.00
7817	NORTON POWER SYSTEMS INC	R	11/19/2021			190123		4,288.00
7651	K & D'S LIQUORS, LLC	V	11/19/2021			190124		59.29
7651	K & D'S LIQUORS, LLC							
7651	K & D'S LIQUORS, LLC							
M-CHECK	K & D'S LIQUORS, LLC	VOIDED	V	11/19/2021		190124		59.29CR
1	QUINTO, ERICKA	R	11/19/2021			190125		278.69
1	ROBERT & TERRI SCHIRK	R	11/19/2021			190126		300.00
8375	TRASH HOG LLC	R	11/19/2021			190127		486.22
8509	THE FINISHING TOUCH OF PK, INC.	R	11/19/2021			190128		1,727.04
6979	TURFWERKS	R	11/19/2021			190129		896.89
5589	CELLCO PARTNERSHIP	R	11/19/2021			190130		380.32
8430	EQUIPMENTSHARE.COM, INC	R	11/19/2021			190131		1,096.00
1	WALMART	R	11/19/2021			190132		20.00
1	CHILD ADVOCACY CENTER	R	11/19/2021			190133		3,523.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/17/2021 THRU 12/07/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6545	CENTER POINT INC	R	11/24/2021			190143		45.44
0095	CRAWFORD COUNTY TREASURER	R	11/24/2021			190144		220.68
6358	FIREX, INC.	R	11/24/2021			190145		651.50
1	HESS, MATT	R	11/24/2021			190146		2,094.25
0380	KANSAS DEPARTMENT OF REVENUE	R	11/24/2021			190147		300.00
8505	PITTSBURG PUBLISHING COMPANY,	R	11/24/2021			190148		406.58
5159	MOTION INDUSTRIES INC	R	11/24/2021			190149		32.09
1991	OFFICE OF STATE FIRE MARSHAL	R	11/24/2021			190150		90.00
0397	PITTSBURG POLICE DEPT	R	11/24/2021			190151		1.75
1	PLOTNER, BOBBY JO	R	11/24/2021			190152		301.00
0188	SECRETARY OF STATE	R	11/24/2021			190153		25.00
0188	SECRETARY OF STATE	R	11/24/2021			190154		25.00
0188	SECRETARY OF STATE	R	11/24/2021			190155		25.00
7270	SECURITY 1ST TITLE, LLC	R	11/24/2021			190156		1,750.00
8430	EQUIPMENTSHARE.COM, INC	R	11/24/2021			190157		137.50
7929	ARROWHEAD SCIENTIFIC, INC	R	12/03/2021			190167		343.48
5561	AT&T MOBILITY	R	12/03/2021			190168		136.20
5284	B&R SERVICES INC	R	12/03/2021			190169		850.00
1	BROADWAY ANIMAL HOSPITAL	R	12/03/2021			190170		200.00
1	BROWN, DAVID A.	R	12/03/2021			190171		200.00
7422	CITY OF GIRARD	R	12/03/2021			190172		150.00
1616	CITY OF PITTSBURG	R	12/03/2021			190173		479.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC	R	12/03/2021			190174		93.40
0095	CRAWFORD COUNTY TREASURER	R	12/03/2021			190175		3,996.70
0375	WICHITA WATER CONDITIONING	R	12/03/2021			190176		49.30
1108	EVERGY KANSAS CENTRAL INC	R	12/03/2021			190177		93,579.46
1	FACTORY CONNECTION	R	12/03/2021			190180		50.00
6358	FIREX, INC.	R	12/03/2021			190181		2,942.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	12/03/2021			190182		68.93
7414	KANSAS GAS SERVICE (ESG)	R	12/03/2021			190183		376.72
2877	KDHE - BUREAU OF WATER	R	12/03/2021			190184		20.00
0226	KDOR LIQUOR TAX	R	12/03/2021			190185		164.40
8506	PITTSBURG PUBLISHING COMPANY L	R	12/03/2021			190186		316.14
8505	PITTSBURG PUBLISHING COMPANY,	R	12/03/2021			190187		135.53
1712	CHUCK MUNSELL	R	12/03/2021			190188		108.99
8511	JAMES A. BROCKHAUS	R	12/03/2021			190189		445.60
0175	REGISTER OF DEEDS	R	12/03/2021			190190		55.00
7270	SECURITY 1ST TITLE, LLC	R	12/03/2021			190191		345.00
5589	CELLCO PARTNERSHIP	R	12/03/2021			190192		113.06
1	ZIMMERMAN, JENNIFER	R	12/03/2021			190193		10.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	69	133,230.34	0.00	133,171.05
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	19	326,444.95	0.00	326,444.95
EFT:	125	502,028.83	0.00	502,028.83
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	59.29CR	59.29CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	214	961,644.83	0.00	961,644.83
BANK: 80144 TOTALS:	214	961,644.83	0.00	961,644.83

VENDOR SET: 99 City of Pittsburg, KS

BANK: EHV BMO HARRIS BANK-EHV

DATE RANGE:11/17/2021 THRU 12/07/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3668	MID AMERICA PROPERTIES OF PITT	E	12/02/2021			013689		466.00
6298	L. KEVAN SCHUPBACH	E	12/02/2021			013690		510.00
6926	MARTIN KYLE SAYRE	E	12/02/2021			013691		500.00

* * 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:

3

1,476.00

0.00

1,476.00

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

VENDOR SET: 99	BANK: EHV	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			3	1,476.00	0.00	1,476.00
BANK: EHV		TOTALS:	3	1,476.00	0.00	1,476.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE:11/17/2021 THRU 12/07/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5906	JOHN HINRICHS	E	12/02/2021			013602		183.00
5961	LAWRENCE A VANBECELAERE	E	12/02/2021			013603		141.00
7717	LAWRENCE E GIGER	E	12/02/2021			013604		665.00
7837	MARJI RENTALS, LLC	E	12/02/2021			013605		287.00
8191	KURT E GALE	E	12/02/2021			013606		600.00
8498	PITTSBURG HIGHLANDS GP, LLC	E	12/02/2021			013607		1,516.00
0372	CONNER REALTY	E	12/02/2021			013608		905.00
1008	BENJAMIN M BEASLEY	E	12/02/2021			013609		1,087.00
1231	JOHN LOVELL	E	12/02/2021			013610		406.00
1609	PHILLIP H. O'MALLEY	E	12/02/2021			013611		3,685.00
1982	KENNETH N STOTTS, SR	E	12/02/2021			013612		282.00
2542	YOST PROPERTIES	E	12/02/2021			013613		390.00
3082	JOHN R JONES	E	12/02/2021			013614		223.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	12/02/2021			013615		145.00
3162	TOM YOAKAM	E	12/02/2021			013616		787.00
3218	CHERYL L BROOKS	E	12/02/2021			013617		244.00
3272	DUNCAN HOUSING LLC	E	12/02/2021			013618		3,546.00
3273	RICHARD F THENIKL	E	12/02/2021			013619		656.00
3294	JOHN R SMITH	E	12/02/2021			013620		874.00
3668	MID AMERICA PROPERTIES OF PITT	E	12/02/2021			013621		12,101.00
4054	MICHAEL A SMITH	E	12/02/2021			013622		1,348.00
4492	PITTSBURG SENIORS LP	E	12/02/2021			013623		2,737.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE:11/17/2021 THRU 12/07/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5393	ANGELES PROPERTIES LLC - HAP	E	12/02/2021			013624		1,789.00
5549	DELBERT BAIR	E	12/02/2021			013625		282.00
5656	EARL L. HARTMAN	E	12/02/2021			013626		875.00
5658	DEANNA J HIGGINS	E	12/02/2021			013627		604.00
5676	BARBARA TODD	E	12/02/2021			013628		23.00
5796	JOHN A ESLICK	E	12/02/2021			013629		254.00
5817	JAMA ENTERPRISES LLP	E	12/02/2021			013630		670.00
5834	DENNIS TROUT	E	12/02/2021			013631		392.00
5957	PASTEUR PROPERTIES	E	12/02/2021			013632		3,519.00
6090	RANDAL BENNEFELD	E	12/02/2021			013633		746.00
6161	MICHAEL J STOTTS	E	12/02/2021			013634		206.00
6172	ANDREW A. WACHTER	E	12/02/2021			013635		216.00
6269	EDWARD SWOR	E	12/02/2021			013636		385.00
6298	L. KEVAN SCHUPBACH	E	12/02/2021			013637		7,344.00
6333	JANA DALRYMPLE	E	12/02/2021			013638		617.00
6394	KEVIN R. HALL	E	12/02/2021			013639		2,835.00
6441	HEATHER MASON WHITE	E	12/02/2021			013640		918.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	12/02/2021			013641		12,708.92
6673	JUDITH A COLLINS	E	12/02/2021			013642		176.00
6694	DELBERT BAIR	E	12/02/2021			013643		461.00
6708	CHARLES R. MERTZ	E	12/02/2021			013644		410.00
6877	CHRISTOPHER KYLE BATTAGLIA	E	12/02/2021			013645		391.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE:11/17/2021 THRU 12/07/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6886	DELBERT BAIR	E	12/02/2021			013646		466.00
6916	STILWELL HERITAGE & EDUCATIONA	E	12/02/2021			013647		1,978.00
7083	PITTSBURG HEIGHTS, LP	E	12/02/2021			013648		4,067.00
7112	RANDY VILELA BODY REPAIR, TRU	E	12/02/2021			013649		471.00
7220	TIM ADAM	E	12/02/2021			013650		178.00
7294	AMMP PROPERTIES, LLC	E	12/02/2021			013651		875.00
7312	JASON HARRIS	E	12/02/2021			013652		301.00
7326	RANDY ALLEE	E	12/02/2021			013653		287.00
7431	R&R RENTALS OF PITTSBURG LLC	E	12/02/2021			013654		148.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	12/02/2021			013655		277.00
7554	TRAVIS R RIDGWAY	E	12/02/2021			013656		545.00
7582	KIRK A DUNCAN	E	12/02/2021			013657		277.00
7612	ENDICOTT RENTALS, LLC	E	12/02/2021			013658		567.00
7645	SEWARD RENTALS, LLC	E	12/02/2021			013659		965.00
7654	A & R RENTALS, LLC	E	12/02/2021			013660		2,873.00
7669	CHARLES GILMORE	E	12/02/2021			013661		533.00
7741	SUSAN E ADAMS	E	12/02/2021			013662		181.00
7805	KIRK DARROW	E	12/02/2021			013663		600.00
7864	CB HOMES LLC	E	12/02/2021			013664		800.00
7866	JAMES MICHAEL HORTON	E	12/02/2021			013665		1,108.00
7918	CITY OF LEAVENWORTH	E	12/02/2021			013666		1,424.82
7965	JAVA PROPERTIES LLC	E	12/02/2021			013667		773.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE:11/17/2021 THRU 12/07/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8005	REMINGTON SQUARE APARTMENTS OF	E	12/02/2021			013668		5,305.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	12/02/2021			013669		1,744.38
8168	TARA J STANDLEE	E	12/02/2021			013670		288.00
8174	MICHAEL A SMITH	E	12/02/2021			013671		547.00
8266	RYAN SCHULTEIS	E	12/02/2021			013672		850.00
8302	PAUL CHRISTMAN	E	12/02/2021			013673		1,559.00
8329	CHARLES P. SIMPSON	E	12/02/2021			013674		472.00
8402	BEVERLY D PETERSON	E	12/02/2021			013675		741.00
8403	SETH P GOLLHOFER	E	12/02/2021			013676		222.00
8426	JOHN F KENNEDY	E	12/02/2021			013677		307.00
8428	MARCO IBARRA	E	12/02/2021			013678		117.00
8455	WILLIAM JOSHUA JAMESON	E	12/02/2021			013679		562.00
8492	RUSSELL F. MIZE	E	12/02/2021			013680		292.00
8502	JON BARTLOW	E	12/02/2021			013681		262.00
6152	MARTHA R CAMPBELL	R	12/01/2021			190158		600.00
6585	CLASS HOMES 1 LLC	R	12/01/2021			190159		111.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	12/01/2021			190160		978.00
7616	STEVE KUPLIN	R	12/01/2021			190161		239.00
8177	MISSISSIPPI REGIONAL HOUSING A	R	12/01/2021			190162		659.38
8427	RENT-MOORE LLC	R	12/01/2021			190163		625.00
1800	DAN R. RODABAUGH	R	12/01/2021			190164		570.00
6451	NAZAR SAMAN	R	12/01/2021			190165		1,317.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 11/17/2021 THRU 12/07/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0472	LARRY SPRESSER	R	12/01/2021			190166		472.00

* * T O T A L S * *

NO

INVOICE AMOUNT

DISCOUNTS

CHECK AMOUNT

REGULAR CHECKS:

9

5,571.38

0.00

5,571.38

HAND CHECKS:

0

0.00

0.00

0.00

DRAFTS:

0

0.00

0.00

0.00

EFT:

80

101,593.12

0.00

101,593.12

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: HAP TOTALS:

89

107,164.50

0.00

107,164.50

BANK: HAP TOTALS:

89

107,164.50

0.00

107,164.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8456	DIAMOND SENIOR DEVELOPMENT PIT	E	12/02/2021			013682		758.00
8512	GORILLA GRIP LLC	E	12/02/2021			013683		700.00
1874	HIGHLAND MEADOWS OF KS	E	12/02/2021			013684		605.00
5534	SYCAMORE VILLAGE RES LP	E	12/02/2021			013685		1,061.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	12/02/2021			013686		3,670.00
7582	KIRK A DUNCAN	E	12/02/2021			013687		600.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	12/02/2021			013688		550.00

* * 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:	7		7,944.00	0.00	7,944.00
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	7		7,944.00	0.00	7,944.00
BANK: TBRA	7		7,944.00	0.00	7,944.00
REPORT TOTALS:	313		1,078,229.33	0.00	1,078,229.33

Passed and approved this 14th day of December, 2021.

, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Larissa Bowman, Director of Finance

DATE: December 7, 2021

SUBJECT: December 14, 2021 Agenda Item
Sale of 4311 North Free King Highway

On September 1, 2021 the City purchased nearly 200 acres of land to expand our industrial space. Included as a requirement in the purchase agreement was a residence with wooden acreage.

The City ordered an appraisal and published a Request for Proposals (RFP) in the November 26, 2021, edition of *The Morning Sun*. The City received three proposals, with Dr. Dustin Bonzo submitting a high bid of \$465,000 for the property.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 14, 2021. Action being requested is approval of the sale of the 4311 North Free King Highway to Dr. Dustin Bonzo for \$465,000.

Thank you.

cc: Tammy Nagel, City Clerk

(Published in The Morning Sun on November 26th, 2021)

Formal Sealed Bid Purchase of Property 4311 North Free King Hwy

The City of Pittsburg currently owns the property at 4311 North Free King Highway. A seven-year-old 2,390 square foot residence is among 24 acres of wooded land, as well as numerous out buildings. The all-brick, geo-thermal heated home has 3-bedrooms, 2 bathrooms with an additional 2 rooms and 1 bathroom in the 2,300 square foot finished basement. The home has an attached 3 car garage.

The property was appraised for \$438,304.

The City of Pittsburg is accepting formal sealed bids from interested and qualified parties. The City of Pittsburg shall not be responsible for any realtor fees.

Sealed bids shall include:

- Price
- Conditions if applicable
- Terms
- Pre-qualified letter or proof of funds from financial institution

Deadline for sealed bids is **1:00 p.m., Tuesday, December 7, 2021.**

Sealed bids shall be submitted by mail or by hand to the following address:

City of Pittsburg
Attn: Jared Peterson
201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762

For more information go to:

<https://www.pittks.org/city-government/bids-and-proposals/>

Interoffice Memorandum

To: Daron Hall, City Manager

From: Toby Book, Director of Parks and Recreation

CC: Tammy Nagel, City Clerk

Date: December 7, 2021

Subject: December 14, 2021 City Commission Agenda Item
Brush Blasting and Painting of the Pittsburg Aquatic Center

The City of Pittsburg Parks and Recreation has received bids for the Sandblasting and Painting of the Pittsburg Aquatic Center. The estimated cost of this project is \$150,000.00.

Three Bids were received for the project and meet specifications. Bid totals were as follows: Commercial Waterproofing, Inc.- \$212,474.00, INSCO Industries - \$135,455.00 and Torrey Bros. Construction, Inc. - \$148,000.00. The low bidder for this project is INSCO Industries, 15424 Andrews Road, Kansas City, MO 64147. References have been checked for this contractor and no issues were discovered with previous work performed. A copy of the bid tab sheet is attached for review.

In this regard, would you please place an item on the agenda for the City Commission meeting scheduled for Tuesday, December 14, 2021. Staff is recommending the acceptance of the bid from INSCO Industries in the amount of \$135,455.00. Action necessary will be to approve or disapprove the bid and if approved, authorize the Mayor to sign any necessary documents.

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



**Acknowledgement of RFP's Received
Brush Blasting & Painting of Pittsburg Aquatic Center
Tuesday, November 30, 2021 – 2:00 pm**

NAME/ADDRESS OF BIDDER	COST	ADD ALT 1 Annual Inspection /Service /Maintenance Plan	ADD ALTERNATE 2 (Extended Warranty)
Commercial Waterproofing, Inc. 6330 NW Kelly Drive Parkville, MO 64152	\$212,474.00	\$2,250.00	Not Available (Due to supply shortages as well as raw ingredient shortages.)
INSCO Industries 15424 Andrews Road Kansas City, MO 64147	\$135,455.00	\$1,500.00	2 Yr - \$6,500.00 3 Yr - \$13,000.00 4 Yr - \$20,500.00 5 Yr - \$27,000.00
Torrey Bros. Construction, Inc. 406 Lincoln Street Wamego, KS 66547	\$148,000.00	NO COST PROVIDED	NO COST PROVIDED

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: December 8, 2021

SUBJECT: Agenda Item – December 14, 2021
Change Order No.'s 2 & 3
2022 Pittsburg CCLIP 019 U-2388-01 Project

Attached you will find Change Order No.'s 2 and 3 for the above-reference project.

- Change Order No. 2 covers actual measured field quantities for concrete totals to finish out the project. This change order reflects an increase of \$154,010.00.
- Change Order No. 3 covers the addition of the west half of the 4th and Broadway intersection to make the entire intersection a concrete intersection, which will minimize future maintenance. This change order reflects an increase of \$43,000.00.

Total add to the contract for the two (2) change orders is \$197,010 making a new overall contract construction amount of \$1,481,531.37.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, December 14, 2021. Action necessary will be approval or disapproval of Change Order No.'s 2 and 3.

This project is funded as part of KDOT's 2022 City Connecting Link Improvement Project (CCLIP) for a maximum amount of \$300,000.00 for construction and construction engineering. The City is responsible for 10% of the construction and construction engineering of the project plus anything over KDOT's amount of \$300,000.00. The City's share of the cost of the project is coming from the Street Sales Tax.

Attachment: Change Order No.'s 2 and 3

CHANGE ORDER

Sheet No. 1 of 1

Change Order No. 2
County: Crawford
Route: Broadway (2nd-11th)

To: Heckert Construction Co., Inc., Contractor
You are hereby directed to make the following changes
from the contract

Project:2022 Pittsburgh CCLIP 019 U-2388-01
Job No.: Olsson 021—1910

1. Description and Reason for Change (Attach Supplemental Sheets if Required)

The following items were changed due to actual measured field quantities measured of areas needing patching prior to paving in the spring. In addition three additional items were added to the contract to account for repairing curb, curb and gutter, and special curb prior to paving in the spring. Doing the patching now allows for the paving to take place next spring as originally scheduled as well. :

Item 15, Full Depth Removal and Replacement

Item 16, Remove and Replace Curb

Item 17, Remove and Replace Curb and Gutter

Item 18, Remove and Replace Special Curb

2. Estimate of Cost of work Affected by this Change Order.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
15	15	Full Depth Removal and Replacement	Sq. Yd.	2171	2865	694	\$215.00	\$ 149,210.00
16	16	Remove and Replace Curb	Ln. Ft.	0	100	100	\$35.00	\$ 3,500.00
17	17	Remove and Replace Curb and Gutter	Ln. Ft.	0	20	20	\$65.00	\$ 1,300.00
18	18	Remove and Replace Special Curb	Ln. Ft.	0	22	22	\$45.00	\$ 990.00
							\$ 154,010.00	\$0.00

3. Cost Justification for Items not Bid in Contract: review of KDOT and MODOT unit bid prices for low quantity show the new line item prices to be well within industry range.

4. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. ORIGINAL CONTRACT AMOUNT	\$ 1,065,866.37	The Terms of Settlement outlined above are hereby agreed to. Heckert Construction Co., Inc. by: _____ Date _____
2. OVERRUN/(UNDERRUN) THIS ORDER	\$ 154,010.00	
3. OVERRUN/(UNDERRUN) PREVIOUS	\$ 69,445.00	
4. TOTAL OVERRUN/(UNDERRUN) TO DATE	\$ 223,455.00	
5. TOTAL	\$ 1,289,321.37	
PERCENTAGE OF ORIGINAL CONTRACT	20.96%	

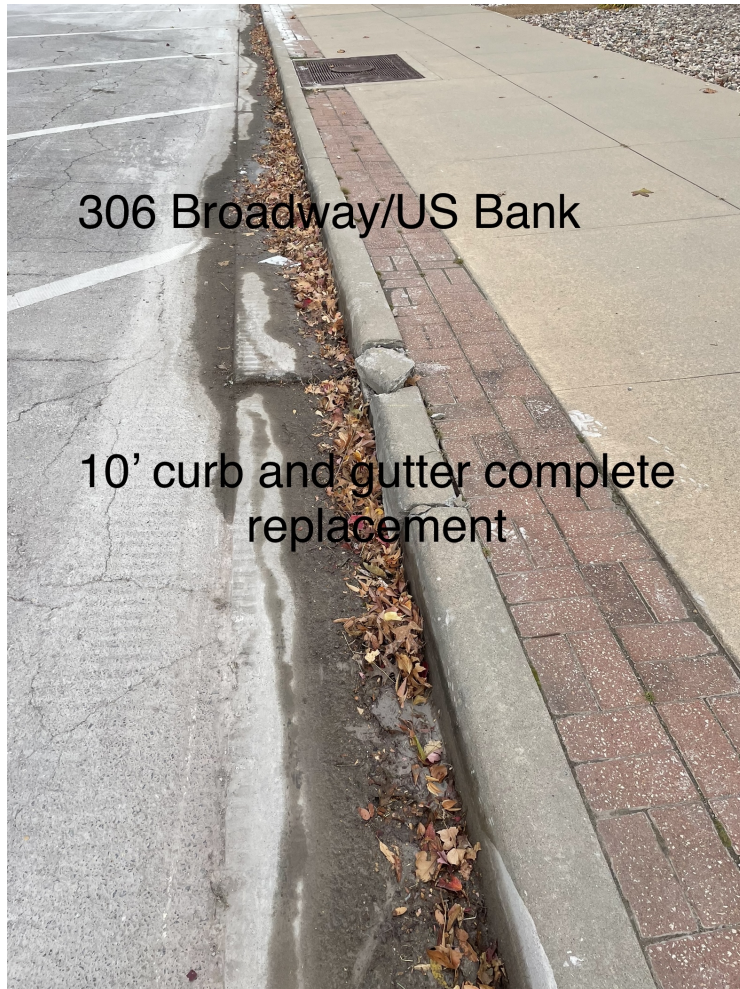
5. Additional Contract Time: In accordance with Section 4.02 A of the Agreement the substantial completion date shall be extended to December 22, 2021. This will not affect any dates listed in Section 4.02 B.

SUBMITTED ENGINEER

DATE _____

APPROVAL OF CITY OF PITTSBURG, KS

DATE _____



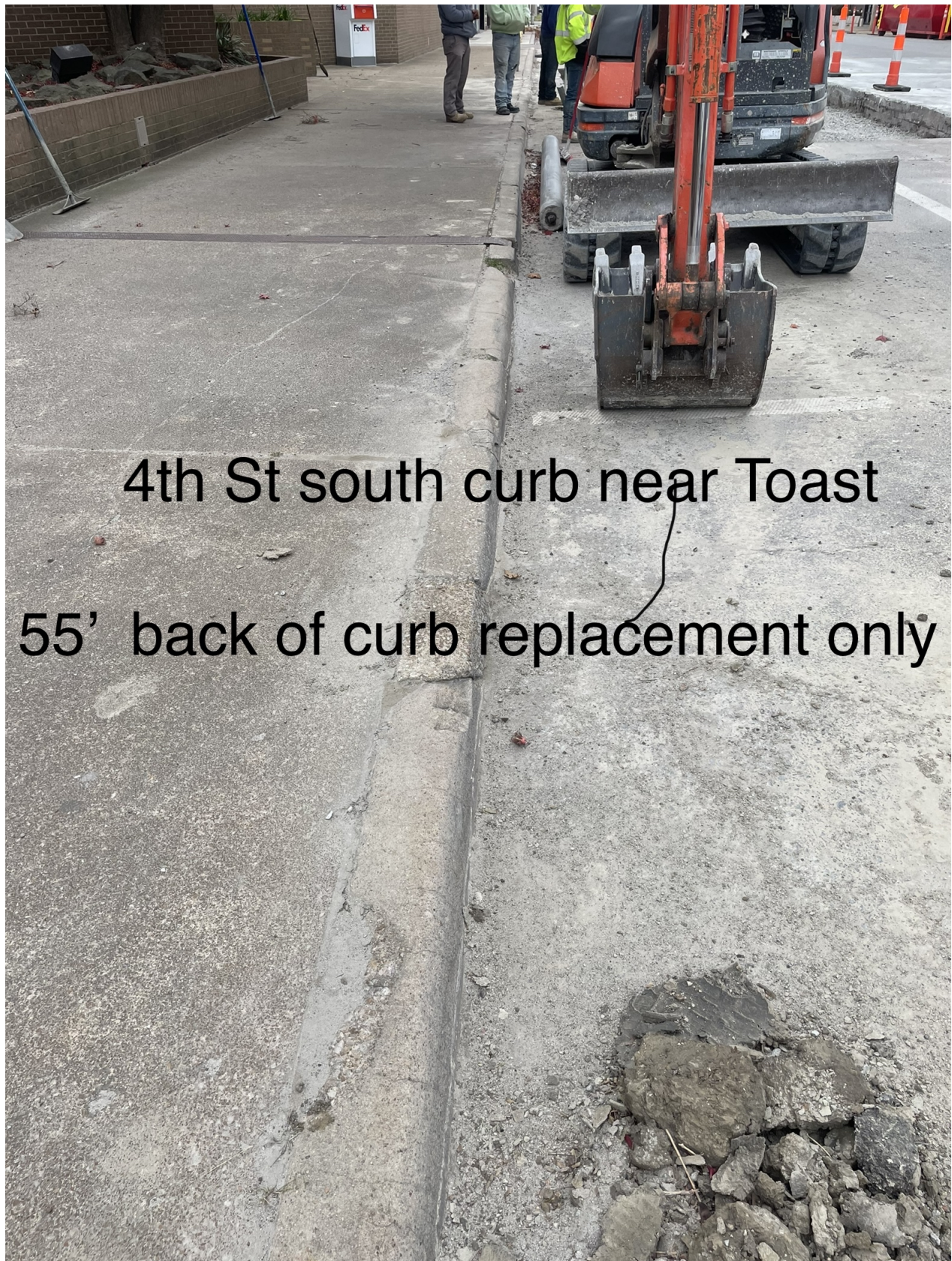
306 Broadway/US Bank

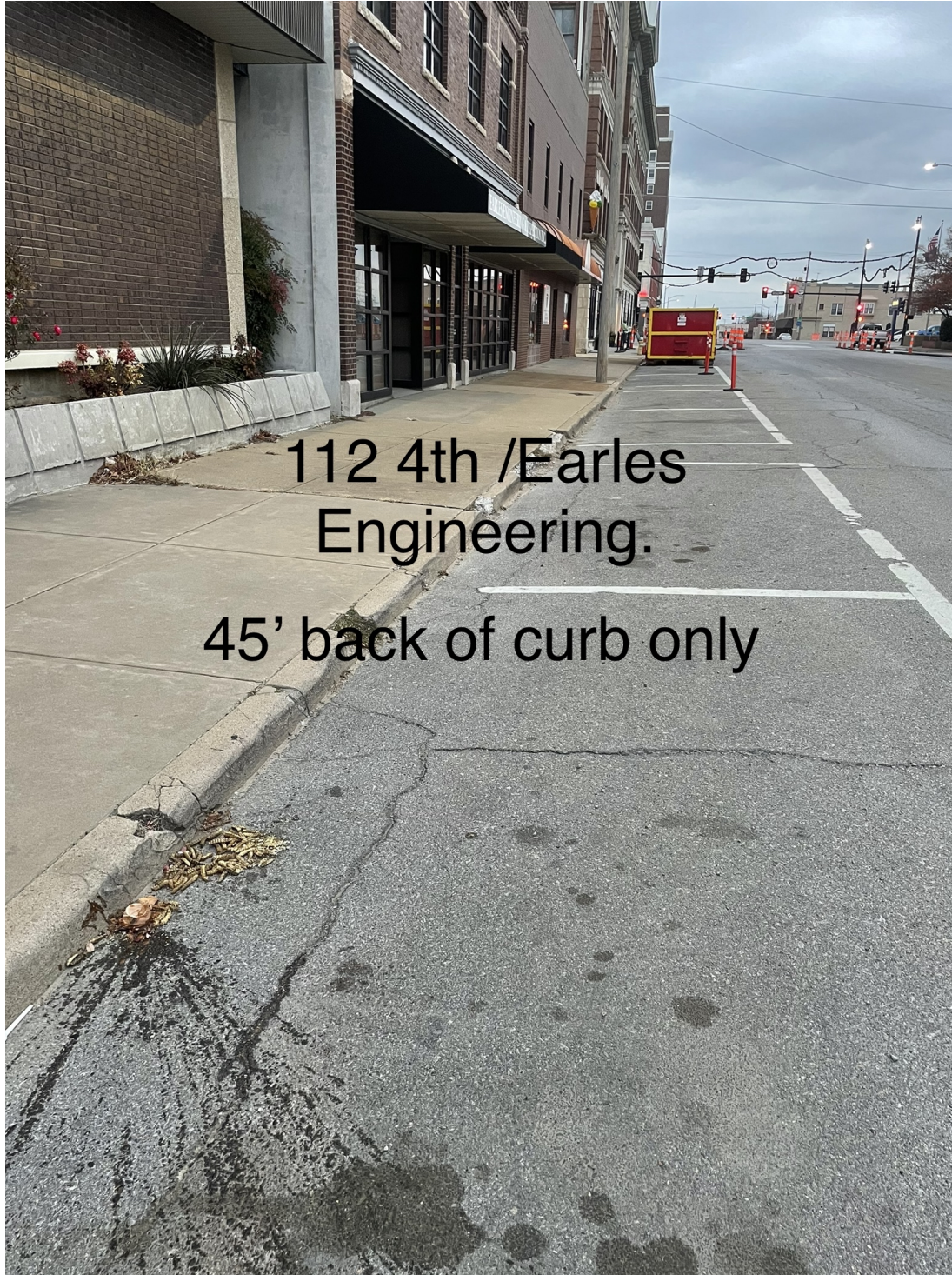
10' curb and gutter complete
replacement



N/W Cor. 10th & Broadway

10' complete curb & gutter
replacement





CHANGE ORDER

Sheet No. 1 of 1

Change Order No. 3
County: Crawford
Route: Broadway (2nd-11th)

To: Heckert Construction Co., Inc., Contractor
You are hereby directed to make the following changes
from the contract

Project:2022 Pittsburgh CCLIP 019 U-2388-01
Job No.: Olsson 021—1910

1. Description and Reason for Change (Attach Supplemental Sheets if Required)
The following items were changed due to The addition of the west half of the 4th and Broadway intersection. This is to make the entire intersection a concrete intersection which will minimize future maintenance. Doing the patching now allows for the paving to take place next spring as originally scheduled as well. :

Item 15, Full Depth Removal and Replacement

2. Estimate of Cost of work Affected by this Change Order.

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) DESCRIPTION	ITEM UNITS	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
15	15	Full Depth Removal and Replacement	Sq. Yd.	2865	3065	200	\$215.00	\$ 43,000.00	
								\$ 43,000.00	\$0.00

3. Cost Justification for Items not Bid in Contract: Not Applicable.
4. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. ORIGINAL CONTRACT AMOUNT	\$ 1,215,076.37	The Terms of Settlement outlined above are hereby agreed to. Heckert Construction Co., Inc. by: _____ Date _____
2. OVERRUN/(UNDERRUN) THIS ORDER	\$ 43,000.00	
3. OVERRUN/(UNDERRUN) PREVIOUS	\$ 223,455.00	
4. TOTAL OVERRUN/(UNDERRUN) TO DATE	\$ 266,455.00	
5. TOTAL	\$ 1,481,531.37	
PERCENTAGE OF ORIGINAL CONTRACT	21.93%	

5. Additional Contract Time: In accordance with Section 4.02 A of the Agreement the substantial completion date shall be extended to December 22, 2021. This will not affect any dates listed in Section 4.02 B.


SUBMITTED ENGINEER

DATE _____

APPROVAL OF CITY OF PITTSBURG, KS

DATE _____

Interoffice Memorandum

To: Daron Hall, City Manager
CC: Tammy Nagel, City Clerk
From: Dexter Neisler, Zoning Administrator (DN:dg) 
Date: November 29, 2021
Subject: Agenda Item – December 14, 2021
Final Plat: Sunflower Estates

The Planning Commission/Board of Zoning Appeals, in its meeting of November 22, 2021, considered a request submitted by 3P Development Group, LLC for the Final Plat under the provisions of Article 2 of the Pittsburg Subdivision Regulations for Sunflower Estates, a subdivision of the City of Pittsburg, Crawford County, Kansas.

This property is described as:

Lots Numbered One (1), Two (2), Three (3), Four (4) AND Lots Numbered Eight (8), Nine (9), Ten (10), and Eleven (11) in "Troxel Sub-Division" of Lot 8 of Brailey's Sub-Division, now a part of the City of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof.

Staff Recommendation: Approve. After review of the request, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend approval of the final plat.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for December 14, 2021.

Requested Action: For the Governing Body to approve or disapprove the final plat submitted by 3P Development Group, LLC.

If you have any questions regarding this matter, please feel free to contact me at 620-230-5517.

Sincerely,

Dexter Neisler
Zoning Administrator

DN:dg 

BOUNDARY DESCRIPTION:

A TRACT OF LAND CONTAINING LOTS 1 THRU 4 AND LOTS 8 THRU 11 OF TROXEL SUBDIVISION OF LOT 8 BRAILEY'S SUB-DIVISION, LOCATED IN SECTION 21, TOWNSHIP 30 SOUTH, RANGE 25 EAST, CRAWFORD COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY RODNEY R. ZINN, LS 1559 ON APRIL 18, 2021, COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE NORTH 87°34'28" EAST 24.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87°34'28" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 321.64 FEET TO THE NORTHEAST CORNER OF LOT 11, TROXEL SUB-DIVISION; THENCE SOUTH 01°47'09" EAST, ALONG THE EAST LINE OF SAID LOT 11 AND THE CENTERLINE OF TROXEL ROAD EXTENDED, 400.58 FEET TO A POINT ON THE SOUTH LINE OF LOT 8 EXTENDED EAST OF TROXEL; ADDITION, THENCE SOUTH 87°38'51" WEST, ALONG THE SOUTH LINE OF SAID LOT 8 AND ITS EXTENSION THEREOF, A DISTANCE OF 178.94 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 01°18'52" WEST, ALONG THE WEST LINE OF SAID LOT 8, 2.00 FEET BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 650 PAGE 618 OF THE CRAWFORD COUNTY REGISTER OF DEEDS OFFICE; THENCE SOUTH 87°38'51" WEST, ALONG THE NORTH LINE OF SAID TRACT, 146.00 TO A POINT ON THE EAST RIGHT OF WAY OF N. HOME AVE AND THE EAST LINE OF A DEED FOR HIGHWAY PURPOSES DESCRIBED IN DEED BOOK 346 AT PAGE 731; THENCE NORTH 01°18'52" WEST, ALONG THE EAST LINE OF SAID DEED BOOK 346, PAGE 735, 100.06 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 87°31'53" WEST, ALONG THE NORTH LINE OF SAID DEED BOOK 364 PAGE 735 AND THE SOUTH LINE OF LOT 2, TROXEL SUBDIVISION, 5.00 FEET TO A POINT ON THE EAST LINE OF N. HOME AVE AND THE EAST LINE OF A TRACT OF LAND DESCRIBED IN SAID DEED BOOK 364 AT PAGE 731; THENCE NORTH 01°18'52" WEST, ALONG THE EAST LINE OF SAID DEED BOOK, 200.11 FEET TO THE POINT OF BEGINNING, CONTAINS 2.953 ACRES, MORE OR LESS.

OWNER'S CERTIFICATE:

STATE OF _____
COUNTY OF _____

WE, THE UNDERSIGNED, HEREBY CERTIFIES THAT THEY ARE THE OWNER(S) OF THE LAND DESCRIBED ON THIS FINAL PLAT OF "SUNFLOWER ESTATES", AN ADDITION TO THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS AND THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN ON THIS FINAL PLAT, WHICH PLAT REPRESENTS A CORRECT SURVEY OF ALL PROPERTY INCLUDED THEREIN AND BEING A PART OF SECTION 21, TOWNSHIP 30 SOUTH, RANGE 25 EAST OF THE 6TH PRINCIPAL MERIDIAN, CRAWFORD COUNTY, KANSAS.

THEY FURTHER CERTIFY THAT THEY DO HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS AND RIGHTS OF WAY AS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC FOREVER, AND HAVE CAUSED THE SAME BE RELEASED FROM ALL ENCUMBRANCES.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED ON THIS _____ DAY OF _____, 20____.

OWNERS: _____
MANAGING PARTNER -- DEXTER PEARSON

NOTARY CERTIFICATE:

STATE OF: _____
COUNTY OF: _____

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED

OWNER(S) FOR SUNFLOWER ESTATES, TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO EXECUTED THIS INSTRUMENT AND DULY ACKNOWLEDGED THE EXECUTION OF THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

CERTIFICATE OF PLANNING COMMISSION:

STATE OF: KANSAS
COUNTY OF: CRAWFORD

THIS PLAT OF "SUNFLOWER ESTATES" HAS BEEN SUBMITTED TO AND APPROVED BY THE PITTSBURG PLANNING COMMISSION, PITTSBURG KANSAS, ON THIS _____ DAY OF _____, 20____.

CHAIRPERSON: _____
KYLE MICHAEL

ATTEST: _____
DEXTER NEISLER -- ZONING ADMINISTRATOR

CERTIFICATE OF CITY COMMISSION:

STATE OF: KANSAS
COUNTY OF: CRAWFORD

THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE CITY COMMISSION OF PITTSBURG, KANSAS ON THIS _____ DAY OF _____, 20____.

MAYOR: _____
CHUCK MUNSELL

CITY CLERK: _____
TAMMY NAGEL

COUNTY TREASURER CERTIFICATE:

STATE OF: KANSAS
COUNTY OF: CRAWFORD

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

SIGNED THIS _____ DAY OF _____, 20____.

JOE GRISOLANO, CRAWFORD COUNTY TREASURER

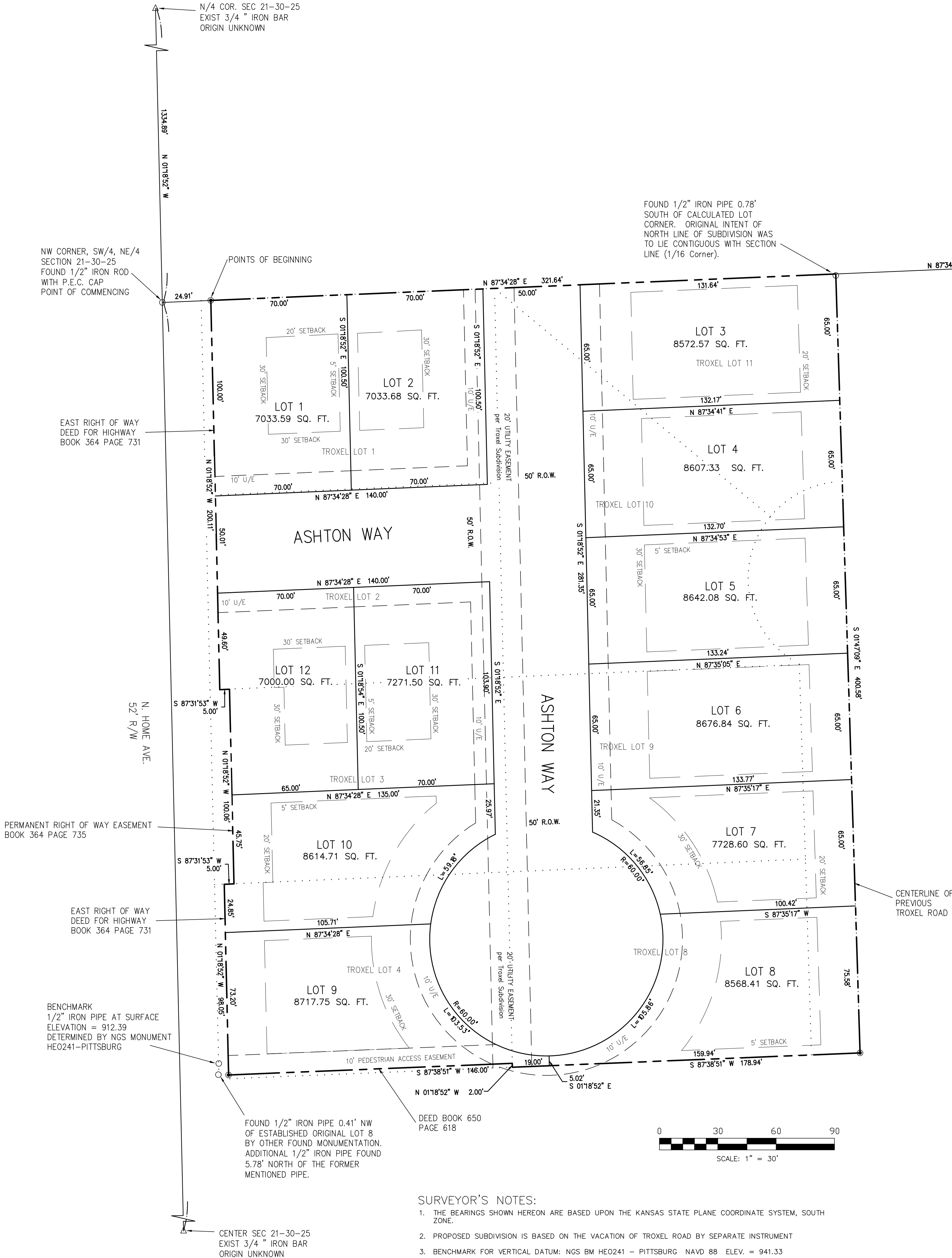
CERTIFICATE OF REGISTER OF DEEDS:

STATE OF: KANSAS
COUNTY OF: CRAWFORD

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE AT

BOOK _____ A.M. -- P.M. ON THE _____ DAY OF _____, 20____ AND IS DULY RECORDED IN _____ AT PAGE _____ FEE: _____

SANDY CASEY, REGISTER OF DEEDS



FINAL PLAT OF
SUNFLOWER ESTATES

to the City of Pittsburg

A REPLAT OF LOTS 1-4 & 8-11 TROXEL SUBDIVISION
OF LOT 8 BRAILEY'S SUB-DIVISION

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER,
SECTION 21, TOWNSHIP 30 SOUTH, RANGE 25 EAST of the 6th P.M.
CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS

CERTIFICATE OF TITLE:

STATE OF KANSAS
COUNTY OF CRAWFORD

BE IT KNOWN THAT THIS PLAT HAS BEEN SUBMITTED TO ME, AND THE SUB-DIVIDER(S), _____ OWNS

ALL OF THE PROPERTY WITHIN THE BOUNDARY OF THIS PLAT IN FEE.

SIGNED THIS _____ DAY OF _____, 20____.

BY: _____
SECURITY FIRST TITLE -- SHANNON BRUTCHIN

SURVEY REVIEW:

THIS PLAT HAS BEEN REVIEWED AND APPROVED FOR FILING PURSUANT TO AND IN COMPLIANCE WITH K.S.A. 58-2005 AND WITH THE REQUIREMENTS OF CRAWFORD COUNTY. NO OTHER WARRANTIES ARE EXTENDED OR APPLIED.

GIVEN UNDER MY HAND AND SEAL ON THIS _____ DAY OF _____, 20____.

RONALD K. ALBERTINI, LS 823 KS

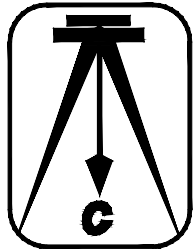
SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT I, RODNEY R. ZINN, A DULY LICENSED LAND SURVEYOR IN THE STATE OF KANSAS, HAVE SURVEYED ON SEPTEMBER 3, 2021 AND SUBDIVIDED THE HERETOFORE DESCRIBED PROPERTY, AS SHOWN BY THE PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS. I FURTHER CERTIFY THAT ALL SUBDIVISION REGULATIONS OF THE CITY OF PITTSBURG, KANSAS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT I AM AUTHORIZED BY LAW TO MAKE THIS CERTIFICATION.

RODNEY R. ZINN, LS 1559

Legend of Symbols & Abbreviations

○	Existing 1/2" Iron Rod Origin Unknown (unless noted)	(M)	Measured Dimension
●	1/2"x24" Iron Rod/Cap (To be set post construction)	(D)	Deed Dimension
△	Section Corner Origin Unknown (unless noted)	(P)	Plot Dimension
---	Boundary Line	R/W	Right of Way
---	Setback Line		
---	Easement line		



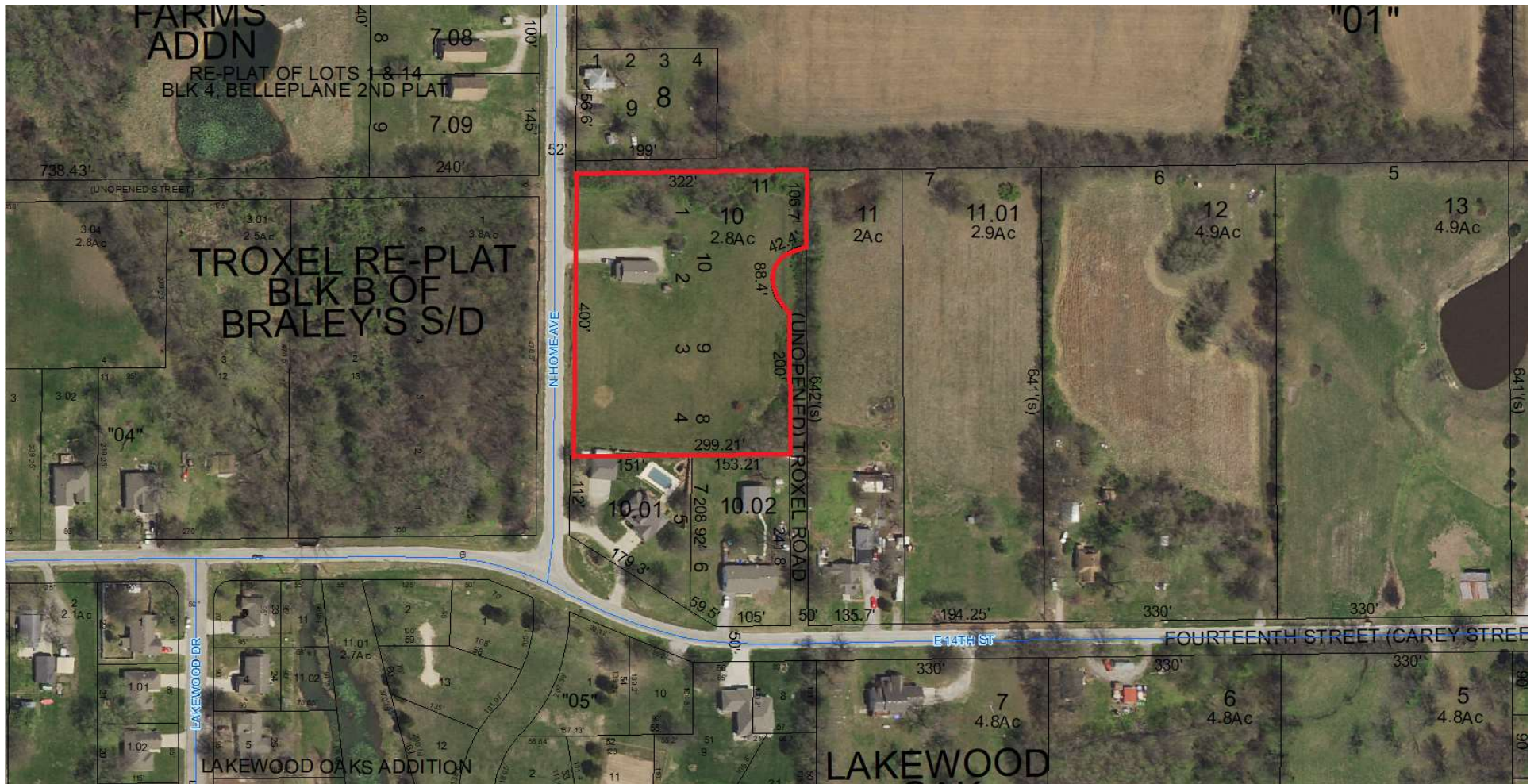
CORNERSTONE
Regional Surveying, LLC

Serving Kansas, Missouri & Oklahoma
111A W. 4th Street, Pittsburg KS 66762 Ph:620-235-1166


DATE OF PREPARATION: 10-18-2021 Project No. 2108346PLAT

SURVEYOR'S NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED UPON THE KANSAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
- PROPOSED SUBDIVISION IS BASED ON THE VACATION OF TROXEL ROAD BY SEPARATE INSTRUMENT
- BENCHMARK FOR VERTICAL DATUM: NGS BM HE0241 -- PITTSBURG NAVD 88 ELEV. = 941.33



Interoffice Memorandum

To: Daron Hall, City Manager
CC: Tammy Nagel, City Clerk
From: Dexter Neisler, Zoning Administrator (DN:dg) 
Date: November 29, 2021
Subject: Agenda Item – December 14, 2021
Variance: Sunflower Estates

The Planning Commission/Board of Zoning Appeals, in its meeting of November 22, 2021, considered a request submitted by 3P Development Group, LLC for a variance at Sunflower Estates to allow building setback lines on Lots 1, 2, 11, and 12 along North Home Street & proposed Ashton Way to have 20' setbacks instead of 30' setbacks in order to fit a larger house. 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 variance does not change the character of the neighborhood in any way.

Zoning and Nearby Property Use: This variance does not affect the use of any nearby property in any way.

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

Detrimental Affects to Nearby Properties: This variance 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 this variance.

Staff Recommendation: Approve. This variance does not change or affect the character of the neighborhood.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for December 14, 2021.

Requested Action: For the Governing Body to approve or disapprove the variance submitted by 3P Development Group, LLC, for Sunflower Estates.

If you have any questions regarding this matter, please feel free to contact me at 620-230-5517.

Sincerely,

Dexter Neisler
Zoning Administrator

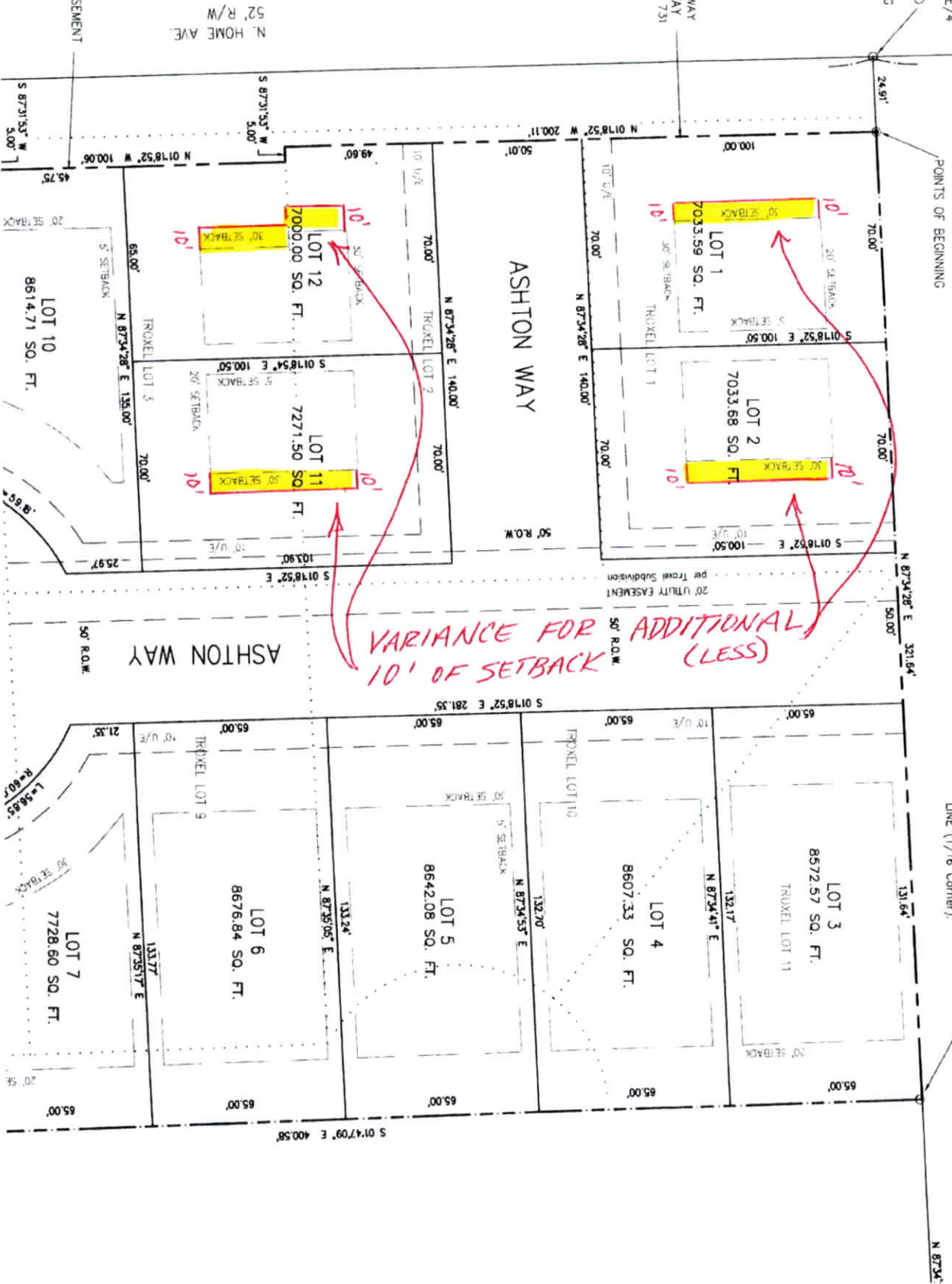
DN:dg 

Proposed Sunflower Estates Plat

NW CORNER, SW/4, NE/4
SECTION 21-30-25
FOUND 1/2" IRON ROD
WITH P.E.C. CAP
POINT OF BEGINNING

EAST RIGHT OF WAY
DEED FOR HIGHWAY
BOOK 364 PAGE 731

FOUND 1/2" IRON PIPE 0.78"
SOUTH OF CALCULATED LOT
CORNER. ORIGINAL INTENT OF
NORTH LINE OF SUBDIVISION WAS
TO LIE CONTIGUOUS WITH SECTION
LINE (1/16 Corner).



VARIANCE FOR ADDITIONAL
10' OF SETBACK (LESS)

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Quentin Holmes, Director of Community Development and Housing
CC: Tammy Nagel, City Clerk
Date: 12/7/21
Subject: Purchase Contract EXTENSION
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 request was approved on July 13, 2021.

Colby 2021, LLC has requested an extension to expire February 11, 2022 for extended environmental inspection.

Please place this item on the agenda for the City Commission meeting on Tuesday, December 14th, 2021. Action necessary will be approval or disapproval of staff recommendation.

Attachment(s): Contract Extension

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

**AMENDMENT TO
REAL ESTATE CONTRACT**

This Amendment is entered into as of December 3, 2021, by and between **City of Pittsburg, Kansas**, a body corporate and politic ("Seller") and **Colby 2021, LLC**, a Kansas limited liability company ("Buyer").

WHEREAS, Seller and Buyer entered into a Real Estate Contract dated **July 18, 2021** ("Contract") concerning the sale and purchase of the real property and all improvements commonly known as Lots 1-8, Block 1, Lapham's Addition, Pittsburg, Kansas ("Property"); and

WHEREAS, the parties desire to amend the Contract as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Except as modified herein, the Contract shall remain in full force and effect. Capitalized terms used but not defined herein shall have the meanings set forth in the Contract.
2. The Inspection Period is hereby extended through and including **February 10, 2022**.
3. This Amendment may be executed in multiple counterparts, each of which shall be effective as an original and which together shall constitute one and the same instrument.

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

Colby 2021, LLC

City of Pittsburg, Kansas

By _____
Tyler S. Oliver, Manager

By _____
, Mayor



**PITTSBURG PUBLIC
HOUSING AUTHORITY**

216 N Broadway, Suite G
Pittsburg KS 66762

(620) 232-1210

www.pittks.org

fax: (620) 232-3453
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INTEROFFICE MEMORANDUM

To: Daron Hall, Tammy Nagel

From: Megan Keener

CC: Quentin Holmes

Date: December 7, 2021

Subject: Agenda Item: December 14, 2021

Section 8 Housing Choice Voucher Administration Plan

The Pittsburg Public Housing Authority is required to review/adopt the Section 8 Housing Choice Voucher Administration Plan each year. The Administration Plan is used by the PHA to guide the local Section 8 Housing Choice Voucher program administration.

Enclosed are a list of revisions (Federal changes and PHA changes) made to the PHA's 2022 Administration Plan for review and approval. Due to the size of the Administration Plan documents, the entire plan itself has not been included in the agenda but is available for review in the City Clerk's office.

Action request is the review and approval by the Governing Body of the PHA's 2022 Administration Plan.

Sincerely,

Megan Keener

Housing Choice Voucher Program Manager

620-230-5572

megan.keener@pittks.org

enclosures:

- 1) 2022 Administration Plan revisions

Section 8 Administration Plan –

- Each year the Pittsburgh Public Housing Authority (PHA) reviews and updates the Section 8 Administration Plan to comply with all program requirements and to meet the needs of our Pittsburgh community
 - Two important points to understand about the Section Program:
 - Federal regulations, which are established by HUD, are mandated program requirements that must be complied with, regardless of circumstance; the PHA has NO local preference or policy that supersedes federal regulations.
 - PHA policy is where HUD allows CERTAIN local preference in how the Section 8 program is administered locally. Throughout the Administration Plan, these PHA set preferences are denoted for distinction, as PHA Policy.
- The PHA has reviewed and updated the previous Section 8 Administration Plan to include the most current federal regulations, as well as PHA policies.

Specific Revisions are provided below, separated by Federal Regulations and by PHA Policy

(The policies below are arranged by chapter, section, sub-section, etc. as found in the PHA Section 8 Housing Choice Voucher (HCV) program Administration Plan)

Added Federal Regulations –

- **Chapter 3 – Eligibility**
 - **Introduction**
 - Added: Not currently be receiving a duplicative subsidy
 - **3-II.D. Family Consent to Release of Information [24 CFR 5.230; HCV GB, p.5-13]**
 - Added: The form HUD-52675 Debts Owed to Public Housing Agencies and Terminations
 - **Added: 3-II.F. EIV System Searches [Notice PIH 2018-18; EIV FAQs; EIV System Training 09/30/20]**
 - **Added: Existing Tenant Search**
 - Added: Prior to admission to the program, the PHA must search for all household members using the EIV Existing Tenant Search module. The PHA must review the reports for any SSA matches involving another PHA or a multifamily entity and follow up on any issues identified. The PHA must provide the family with a copy of the Existing Tenant Search results if requested. At no time may any family member receive duplicative assistance.
 - Added: If the tenant is a new admission to the PHA, and a match is identified at a multifamily property, the PHA must report the program admission date to the multifamily property and document the notification in the tenant file. The family must provide documentation of move-out from the assisted unit, as applicable.
 - **Added: Debts Owed to PHAs and Terminations**

- Added: All adult household members must sign the form HUD-52675 Debts Owed to Public Housing and Terminations. Prior to admission to the program, the PHA must search for each adult family member in the Debts Owed to PHAs and Terminations module.
 - Added: If a current or former tenant disputes the information in the module, the tenant should contact the PHA directly in writing to dispute the information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the program.
 - **Added: Income and IVT Report**
 - Added: For each new admission, the PHA is required to review the EIV Income and IVT Reports to confirm and validate family reported income within 120 days of the IMS/PIC submission date of the new admission. The PHA must print and maintain copies of the EIV Income and IVT reports in the tenant file and resolve any discrepancies with the family within 60 days of the EIV Income or IVT report dates.
- **Chapter 5 - Briefing**
 - **Added: Notification of Briefing**
 - Added: Prior to issuance of a voucher, the PHA must give the family an oral briefing and provide the family with a briefing packet containing written information about the program. Families may be briefed in individual face-to-face meetings, through group briefing sessions, or via remote briefing sessions.
 - **Added: In-Person Briefings**
 - **Notification and Attendance**
 - **Changed to Attendance**
 - **Added: Remote Briefing [Notice PIH 2020-32]**
 - Added: Remote briefing may be conducted over the phone, via video conferencing, or through other virtual platforms. (added 12/2021)
 - **Added: Accessibility Requirements for Persons with Disabilities and LEP Individuals**
 - Added: As with in-person briefings, the platform for conducting remote briefings must be accessible and the briefing conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. (added 12/2021)
 - Added: If no method of conducting a remote briefing is available that appropriately accommodates an individual's disability, the PHA may not hold

- Added: Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances. (added 12/2021)
- Added: Limited English Proficiency (LEP) requirements also apply to remote briefing, including the use of interpretation services and documents translation. See Chapter 2 for more through discussion of accessibility and LEP requirements, all of which apply in the context of remote briefing. (Added 12/2021)

- Added: The PHA must ensure that the lack of technology or inability to use technology for remote briefings does not pose a disadvantage to families that may not be apparent to the PHA. The PHA must ensure that the family has appropriate technological access in order to fully participate in the remote briefing. (added 12/2021)

- **Changes in Family Unit Size**
 - Added: Voucher Size

- Added: **Remote Video Inspections (RVIs) [Notice PIH 2020-31]**
- Added: As an alternative to some of all on-site inspections, the PHA may, but is not required to, perform HQS inspection from a remote location using video streaming technology and a proxy at the inspection site. Since there may be some circumstance in which the application of technology provides insufficient information or evidence to allow the PHA to make appropriate determinations about whether a condition violates HQS, Notice PIH 2020-31 requires that if a PHA chooses to implement RVIs, the PHA should have policies and procedures in place to address such limitations. (added 12/2021)

- Added: 24 CFR 985.3(e)
- Added: The selected sample should be drawn to represent a cross section of neighborhoods and the work of a cross section of inspectors (added 01/2022).

- Added: Notice PIH 2020-32

- Removed: All PHA policies for remote informal reviews must be conducted in accordance with due process requirements and be in compliance with HUD regulations
- Added: There is no requirement that informal reviews be conducted in-person and, as such, HUD allows PHAs to conduct all or a portion of their informal review remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote informal reviews, applicants may still request an in-person informal review, as applicable.
- Added: **Ensuring Accessibility for Persons with Disabilities and LEP Individuals (added 01/2022)**
 - Added: As with in-person informal reviews, the platform for conducting remote informal reviews must be accessible to persons with disabilities and the informal review must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote informal hearings.
 - Added: PHAs are required to make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have a full and equal opportunity to participate in and benefit from all aspects of the informal review process. See Chapter 2 for a more detailed discussion of reasonable accommodation requirements.
 - Added: If no method of conducting a remote informal review is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual his or her inability to participate in the remote informal review, and the PHA should consider whether postponing the remote informal review to a later date is appropriate or whether there is a suitable alternative.
 - Added: Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances and requirements.
 - Added: As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote informal reviews, including the use of interpretation services and document translation. See Chapter 2 for a

more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal reviews.

- **Conducting Remote Informal Reviews**

- Added: The PHA must ensure that the lack of technology or inability to use technology for remote informal reviews does not pose a disadvantage to families that may not be apparent to the PHA. The PHA should determine through a survey or other means if these barriers exist prior to conducting the remote informal review and, if the family does not have the proper technology to fully participate, either postpone the informal review or provide an alternative means of access.
- Added: As with in-person informal reviews, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote informal review. The family must also be provided with an accessible means by which to transmit their own evidence.
- Added: All PHA policies and processes for remote and be in compliance with HUD regulations at 24 CFR 982.554 and guidance specified in Notice PIH 2020-32.

- **16-III.C. Informal Hearing for Participants**

- **Remote Informal Hearing**

- Added: Notice PIH 2020-32
- Removed: The PHA's essential responsibility is to ensure informal hearings meet the requirements of due process and comply with HUD regulations. Therefore, all PHA policies and processes for remote informal hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations.
- Added: There is no requirement that informal hearings be conducted in-person, and as such, HUD allows PHAs to conduct all or a portion of their informal hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote informal hearings, applicants may still request an in-person informal hearing, as applicable.

- **Added: Ensuring Accessibility for Persons with Disabilities and LEP Individuals**

- Added: As with in-person informal hearings, the platform for conducting remote informal hearings must be accessible to persons with disabilities and the informal hearings must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to

protect the privacy and independence of the individual. PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote informal hearings.

- Added: PHAs are required to make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have a full and equal opportunity to participate in and benefit from all aspects of the informal hearing process. See Chapter 2 for a more detailed discussion of reasonable accommodation requirements.
- Added: If no method of conducting a remote informal hearings is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual his or her inability to participate in the remote informal hearing, and the PHA should consider whether postponing the remote hearing to a later date is appropriate or whether there is a suitable alternative.
- Added: Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation will depend on the specific circumstances and requirements.
- Added: As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote informal hearings, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal hearings.

▪ **Conducting Informal Hearings Remotely**

- Removed: In conducting any informal hearing remotely, the PHA shall ensure due process and that all parties are able to have full access to the hearing.
- Added: The PHA must ensure that the lack of technology or inability to use technology for remote informal hearings does not pose a disadvantage to families that may not be apparent to the PHA. The PHA should determine through a survey or other means if these barriers exist prior to conducting the remote informal hearing and, if the family does not have the proper technology to fully participate, either postpone the informal hearing or provide an alternative means of access.
- Added: As with in-person informal hearings, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote informal hearing. The family must also be provided with an accessible means by which to transmit their own evidence.
- Added: The PHA's essential responsibility is to ensure informal hearings meet the requirements of due process and comply with HUD regulations. Therefore, all PHA policies and processes for remote informal hearings will be conducted in accordance with due process requirements, and will be in compliance with HUD regulations at 24 CFR

982.555 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

- Added: **Remote Informal Reviews (Added 01/2021)**
 - Added: All PHA policies and processes for remote informal reviews must be conducted in accordance with due process requirements and be in compliance with HUD regulations.
- Added: **Conducting Remote Informal Reviews (Added 01/2021)**
 - Added: The PHA must ensure that the applicant has the right to hear and be heard.
- **16-III.C. Informal Hearing for Participants**
 - Added: **Remote Informal Hearings (Added 01/2021)**
 - Added: The PHA's essential responsibility is to ensure informal hearings meet the requirements of due process and comply with HUD regulations. Therefore, all PHA policies and processes for remote informal hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations.
 - Added: **Conducting Remote Informal Hearings (Added 01/2021)**
 - Added: In conducting any informal hearing remotely, the PHA shall ensure due process and that all parties are able to have full access to the hearing.

Changes to the PHA Policy – (Below you will not see the whole PHA Policy, just what the previous policy was and what we have either changed or added to be the current policy. The entire Admin Plan will be available at the Housing Office, City Hall – Clerk’s Office, and the Public Library if you would like to see the full PHA Policy once approved)

- **Chapter 2 – Fair Housing & Equal Opportunity**
 - **2-II.E. Approval/Denial of a Required Accommodation**
 - **Previous Policy –**
 - After a request for an accommodation is presented, the PHA will respond, in writing, within 10 business days.
 - If the PHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the PHA’s operations), the PHA will discuss with the family whether an alternative accommodation could effectively address the family’s disability-related needs without a fundamental alteration to the HCV program and without imposing an undue financial and administrative burden.
 - If the PHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, the PHA will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family.
 - **Current Policy –**
 - If the PHA denies a request for an accommodation because there is no relationship, or nexus, found between the disability and the requested accommodation, the notice will inform the family of the right to appeal the PHA’s decision through an informal review (if applicable) or informal hearing (see Chapter 16). (Added 12/2021)
 - **2-III.B. Oral Interpretation**
 - **Previous Policy –**
 - The PHA will utilize a language line for telephone interpreter services.
 - The PHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. “Reasonable steps” may not be reasonable where the costs imposed substantially exceed the benefits.
 - Where feasible and possible, according to its language assistance plan (LAP), the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents.
 - **Current Policy –**
 - The PHA will utilize a language line for telephone interpreter services.
 - When exercising the option to conduct remote briefings, informal reviews, or hearings, however, the PHA will coordinate with a remote interpretation service which, when available, uses video conferencing technology rather than voice-only interpretation. (Added 12/2021)
 - Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a

supplement to the free language services offered by the PHA. The PHA, at its discretion, may choose to use the language services even when LEP person desire to use an interpreter of their choosing. (Add 12-2021)
The interpreter may be a family member or friend. If the interpreter chosen by the family is a minor, the PHA will not rely on the minor to serve as the interpreter. (Add 12-2021)

- The PHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.
- Where feasible and possible, according to its language assistance plan (LAP), the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents.

- **Chapter 3 – Eligibility**

- **3-I.L. Absent Family Members**

- **Family Members Permanently Confined for Medical Reasons**

- **Previous Policy –**

- The PHA will request verification of the family member's permanent absence from a responsible medical professional. If the responsible medical professional cannot provide a determination, the person will be considered temporarily absent. If the family certifies that the family member is confined on a permanent basis, they may present, and the PHA will consider, any additional documentation or evidence.

- **Current Policy –**

- An individual confined to a nursing home or hospital on a permanent basis is not considered a family member. (added 12/2021)
 - The PHA will request verification of the family member's permanent absence from a responsible medical professional. If the responsible medical professional cannot provide a determination, the person will be considered temporarily absent. If the family certifies that the family member is confined on a permanent basis, they may present, and the PHA will consider, any additional documentation or evidence.

- **3.II.F. EIV System Searches [Notice PIH 2018-18; EIV FAQs; EIV System Training 9/30/20]**

- **Existing Tenant Search**

- **Previous Policy –**

- **Current Policy –**

- The PHA will contact the PHA or owner identified in the report to confirm that the family has moved out of the unit and obtain documentation of current tenancy status, including a form HUD-

50058 or 50059, as applicable, showing an end of participation. The PHA will only approve assistance contingent upon the move-out from the currently occupied assisted unit (added 01/2022).

▪ **Debts Owed to PHAs and Terminations**

• **Previous Policy –**

• **Current Policy –**

- The PHA will require each adult household member to sign the form HUD-52675 once at the eligibility determination. Any new members added to the household after admission will be required to sign the form HUD-52675 prior to being added to the household (added 01/2022).
- The PHA will search the Debts Owed to PHAs and Terminations module as part of the eligibility determination for new households and as part of the screening process for any household members added after the household is admitted to the program. If any information on debts or terminations is returned by the search, the PHA will determine if this information warrants a denial in accordance with the policies in Part III of this chapter (added 01/2022).

• **Chapter 5 – Briefings and Vouchers Issuance**

○ **5.I.B Briefing**

▪ **Notification of Briefing (added 01/2022)**

• **Previous Policy –**

• **Current Policy –**

- Families will be notified of their eligibility for assistance at the time they are invited to a briefing. The notice will be sent by first class mail and will also be sent by email if the family has provided a valid email address to the PHA. (added 01/2022)
- The notice will advise the family of the type of briefing, who is required to be present at the briefing, and the date and time of the briefing. The notice will also inform the family of any additional requirements for in-person or remote briefings as addressed in relevant policy elsewhere in this section. (01/2022)
- If the notice is returned by the post office with no forwarding address, the applicant will be denied and their name will not be placed back on the waiting list. If the notice is returned by the post office with a forwarding address, the notice will be resent to the address indicated. (01/2022)

▪ **In-person Briefings (added 01/2022)**

• **Previous Policy –**

- Briefings will be conducted in group meetings.

- Generally, the head of household is required to attend the briefing. If the head of household is unable to attend, the PHA may approve another adult family member to attend the briefing.
 - Families that attend group briefings and still need individual assistance will be referred to an appropriate PHA staff person.
 - Briefings will be conducted in English. For limited English proficient (LEP) applicants, the PHA will provide translation services in accordance with the PHA's LEP plan (See Chapter 2).
- **Current Policy –**
 - In-person briefings will generally be conducted in group meetings. At the family's written request, the PHA may provide an individual briefing. (added 01/2022)
 - Generally, the head of household is required to attend the briefing. If the head of household is unable to attend, the PHA may approve another adult family member to attend the briefing.
 - Families that attend group briefings and still need individual assistance will be referred to an appropriate PHA staff person.
 - Briefings will be conducted in English. For limited English proficient (LEP) applicants, the PHA will provide interpretation services in accordance with the PHA's LEP plan (See Chapter 2).
- **Remote Briefings [Notice PIH 2020-32]**
 - **Previous Policy –**
 - **Current Policy –**
 - The PHA has the sole discretion to require that briefings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster. If the PHA schedules a remote briefing, the PHA will conduct a face-to-face briefing, upon request of the applicant as a reasonable accommodation for a person with a disability if safety and health concerns can be reasonably addressed.(added 12/2021)
 - In addition, the PHA will conduct a briefing remotely upon the request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the briefing, or if the applicant believes an in-person briefing would create an undue health risk. The PHA will consider other reasonable request for a remote briefing on a case-by-case basis. (added 12/2021)
- **Conducting Remote Briefings**
 - **Previous Policy –**
 - **Current Policy –**
 - At least 10 business days prior to scheduling the remote briefing, the PHA will provide written notification via first class mail to families participating in the briefing to advise of technological requirements and to request the family notify the PHA of any known barriers. If any family does not respond within five business days, or if the written notification is returned by the post office, the PHA will contact the family by

telephone to identify potential technological barriers and to determine which technology resources are accessible to the family. The PHA will resolve the family the opportunity to attend an in-person briefing or have a one-on-one briefing over the phone, as appropriate. (added 12/2021)

- The PHA will conduct remote briefings via a video conferencing platform when available. If applicants are unable to adequately access the video conferencing platform, the briefing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in, the remote briefing will be postponed, and an in-person alternative or one-on-one briefing over the phone will be provided. (added 12/2021)
- The PHA will provide login information and/or conferencing call-in information and an electronic copy of the briefing packet via email at least five business days before the briefing. The PHA will provide a paper copy of the briefing packet upon family request, and may reschedule the briefing to allow adequate time for the family to receive the physical briefing packet. (added 12/2021)
- The PHA will ensure that all electronic information stored or transmitted as part of the briefing meets the requirements for accessibility for persons with disabilities and persons with LEP, and is secure, including ensuring personally identifiable information (PII) is protected. (added 12/2021)
- The PHA will ensure that families who participate in remote briefings have the opportunity to ask questions as part of the briefing. (added 12/2021)
- If families lose connectivity during any remote briefing or otherwise feel they were unable to access information presented during the briefing, the family may request a one-on-one briefing over the phone or in person with the PHA. (added 12/2021)
- **Chapter 5 – Briefings and Voucher Issuance**
 - **5-II.B. Determining Family Unit (Voucher) Size**
 - **Previous Policy –**
 - The PHA will assign one bedroom for each two persons within the household, except in the following circumstances:
 - Persons of the opposite sex (other than spouses, and children under age 1) will be allocated separate bedrooms. (Added 7/2019)
 - Live-in aides will be allocated a separate bedroom.
 - Single person families will be allocated one bedroom.
 - **Current Policy –**
 - The PHA will assign one bedroom for each two persons within the household, except in the following circumstances:
 - Persons of the opposite sex (other than spouses, and children under age 1) will be allocated separate bedrooms. (Added 7/2019)

- Children of the same sex age 7 and older will be allocated separate bedrooms. (Added 01/2021)
 - Live-in aides will be allocated a separate bedroom.
 - Single person families will be allocated one bedroom.
- **Chapter 8 – Housing Quality Standards (HQS) and Rent Reasonableness Determinations**
 - **8-II.A. Overview**
 - **Remote Video Inspections (RVIs) [Notice PIH 2020-31]**
 - **Previous Policy –**
 - **Current Policy –**
 - The PHA will not conduct any HQS inspection using RVI (added 01/2022)
- **Chapter 16 – Program Administration**
 - **16-III.B. Informal Reviews**
 - **Scheduling an Informal Review**
 - **Previous Policy -**
 - A request for an informal review must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA’s denial of assistance.
 - The PHA must schedule and send written notice of the informal review within 10 business days of the family’s request.
 - **Current Policy –**
 - A request for an informal review must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA’s denial of assistance.
 - **Remote Informal Reviews [Notice PIH 2020-32]**
 - **Previous Policy –**
 - The PHA has the sole discretion to require that informal reviews be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.
 - In addition, the PHA will conduct an informal review remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal review, or if the application believes an in-person informal review would create an undue health risk. The PHA will consider other reasonable requests for a remote informal review on a case-by-case basis.
 - **Current Policy –**

- The PHA will not conduct informal review remotely unless the applicant has request it in written and submitted it to the PHA. (added 01/2022)
- The PHA has the sole discretion to require that informal reviews be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.
- In addition, the PHA will conduct an informal review remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal review, or if the application believes an in-person informal review would create an undue health risk. The PHA will consider other reasonable requests for a remote informal review on a case-by-case basis.
- **Conducting Remote Informal Reviews**
 - **Previous Policy -**
 - The PHA will conduct remote informal reviews via telephone conferencing call in or via videoconferencing. If the informal review will be conducted via videoconferencing, the PHA will ensure that all applicants, applicant representatives, PHA representatives and the person conducting the informal review can adequately access the platform (i.e., hear, be heard, see, and be seen)
 - If any applicant, applicant representative, PHA representative, or person conducting the informal review is unable to effectively utilize the videoconferencing platform, the informal review will be conducted by telephone conferencing call-in.
 - Whether the informal review is to be conducted via videoconferencing or telephone call-in, the PHA will provide all parties login information and/or conferencing call-in information before the review.
 - **Current Policy –**
 - The PHA will not conduct informal review remotely unless the applicant has request it in written and submitted it to the PHA. (added 01/2022)
 - If the applicant as requested a remote informal review, the PHA will follow the guidance below: (added 01/2022)
 - The PHA will conduct remote informal reviews via a video conferencing platform, when available. If, after attempting to resolve any barriers, applicants are unable to adequately access the video conferencing platform at any point, or upon applicant request, the informal review will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote informal review will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

- At least five business days prior to scheduling the remote review, the PHA will provide the family with login information and/or conferencing call-in information and an electronic and/or physical copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.
- If the informal review is to be conducted remotely, the PHA will require the family to provide any documents directly relevant to the informal review at least 24 hours before the scheduled review through the mail, via email, or text. The PHA will scan and email copies of these documents to the PHA representative the same day.
- Documents will be shared electronically whenever possible.
- The PHA will follow up the email with a phone call and/or email to the applicant at least one business day prior to the remote informal review to ensure that the applicant received all information and is comfortable accessing the video conferencing or call-in platform.
- The PHA will ensure that all electronic information stored or transmitted with respect to the informal review is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP
- **6-III.C. Informal Hearing for Participants**
 - **Decisions Subject to Informal Hearing**
 - **Previous Policy –**
 - The PHA will only offer participants the opportunity for an informal hearing when required to by the regulations.
 - **Current Policy –**
 - The PHA will only offer participants the opportunity for an informal hearing when required to by the regulations, and if the PHA denies a request for a reasonable accommodations (see Chapter2).
 - **Conducting Informal Hearings Remotely**
 - **Previous Policy –**
 - The PHA will conduct remote informal hearings via telephone conferencing call in or via videoconferencing. If the informal hearings will be conducted via videoconferencing, the PHA will ensure that all applicants, applicant representatives, PHA representatives and the person conducting the informal hearings can adequately access the platform (i.e., hear, be heard, see, and be seen)
 - If any applicant, applicant representative, PHA representative, or person conducting the informal hearings is unable to

effectively utilize the videoconferencing platform, the informal hearings will be conducted by telephone conferencing call-in.

- Whether the informal hearings is to be conducted via videoconferencing or telephone call-in, the PHA will provide all parties login information and/or conferencing call-in information before the hearing.

- **Current Policy –**

- The PHA will not conduct informal review remotely unless the applicant has request it in written and submitted it to the PHA. (added 01/2022)
- If the applicant as requested a remote informal review, the PHA will follow the guidance below: (added 01/2022)
- The PHA will conduct remote informal hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, participants are unable to adequately access the video conferencing platform at any point, or upon request, the informal hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote informal hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.
- At least five business days prior to scheduling the remote hearing, the PHA will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.
- The PHA will follow up with a phone call and/or email to the family at least one business day prior to the remote informal hearing to ensure that the family received all information and is comfortable accessing the video conferencing or call-in platform.
- The PHA will ensure that all electronic information stored or transmitted with respect to the informal hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

- **Informal Hearing Procedures**

- **Previous Policy –**

- In cases where the PHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:
- The proposed action or decision of the PHA.
- A brief statement of the reasons for the decision, including the regulatory reference.

- The date the proposed action will take place.
- A statement of the family's right to an explanation of the basis for the PHA's decision.
- A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.
- A deadline for the family to request the informal hearing.
- To whom the hearing request should be addressed.
- A copy of the PHA's hearing procedures.
- That the family may request a remote informal hearing
- If the PHA will require that the hearing be conducted remotely, at the time the notice is sent to the family informing them of the right to request an informal hearing, the family will be notified that the informal hearing will be conducted remotely. The family will be informed of the processes involved in a remote informal hearing and that the PHA will provide technical assistance, if needed, before the informal hearing.
- **Current Policy –**
 - In cases where the PHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:
 - The proposed action or decision of the PHA.
 - A brief statement of the reasons for the decision, including the regulatory reference.
 - The date the proposed action will take place.
 - A statement of the family's right to an explanation of the basis for the PHA's decision.
 - A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.
 - A deadline for the family to request the informal hearing.
 - To whom the hearing request should be addressed.
 - A copy of the PHA's hearing procedures.
 - That the family may request a remote informal hearing
- **Scheduling and Informal Hearing [24 CFR 982.555(d)]**
 - **Previous Policy –**
 - A request for an informal hearing must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's decision or notice to terminate assistance.
 - The PHA must schedule and send written notice of the informal hearing to the family within 10 business days of the family's request.
 - The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the PHA may request documentation of the "good cause" prior to rescheduling the hearing.

- If the family does not appear within 20 minutes of the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the PHA within **24** hours of the scheduled hearing date, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities. If the family cannot show good cause for the failure to appear, or a rescheduling is not needed as a reasonable accommodation, the PHA's decision will stand.
- **Current Policy –**
 - A request for an informal hearing must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's decision or notice to terminate assistance.
 - The PHA must schedule and send written notice of the informal hearing to the family within 10 business days of the family's request.
 - If the PHA hearing will be conducted remotely, at the time the notice is sent to the family, the family will be notified: (added 01/2022)
 - Regarding the processes involved in a remote hearing; (added 01/2022)
 - That the PHA will provide technical assistance prior to and during the informal hearing, if needed; and (added 01/2022)
 - That if the family or any individual witness has any technological, resource, or accessibility barriers, the family may inform the PHA and the PHA will assist the family in either resolving the issue or allow the family to participate in an in-person hearing, as appropriate. (added 01/2022)
 - The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the PHA may request documentation of the "good cause" prior to rescheduling the hearing.
 - If the family does not appear within 20 minutes of the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the PHA within **24** hours of the scheduled hearing date, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities. If the family cannot show good cause for the failure to appear, or a rescheduling is not needed as a reasonable accommodation, the PHA's decision will stand.
- **Pre-hearing Right to Discovery**
 - **Previous Policy –**
 - The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request

- discovery of PHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date.
- If the hearing will be conducted remotely, the PHA will compile a hearing packet, consisting of all documents the PHA intends to produce at the informal hearing. The PHA will mail copies of the hearing packet to the family, the family's representatives, if any, and the hearing officer at least three days before the scheduled remote informal hearing. The original hearing packet will be in the possession of the PHA representative and retained by the PHA (Added 01/2021).
 - Documents will be shared electronically whenever possible (Added 01/2021).
 - For in-person hearings, the PHA will not require pre-hearing discovery by the PHA of family documents directly relevant to the hearing (Added 01/2021).
 - If the informal hearing is to be conducted remotely, the PHA will require the family to provide any documents directly relevant to the informal hearing at least 24 hours before the scheduled hearing. The PHA will scan and email copies of these documents to the hearing officer and the PHA representative the same day (Added 01/2021).
- **Current Policy –**
 - The family will be allowed to copy any documents related to the hearing at no cost to the family (added 01/2022). The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date.
 - If the hearing will be conducted remotely, the PHA will compile a hearing packet, consisting of all documents the PHA intends to produce at the informal hearing. The PHA will mail copies of the hearing packet to the family, the family's representatives, if any, and the hearing officer at least three days before the scheduled remote informal hearing. The original hearing packet will be in the possession of the PHA representative and retained by the PHA (Added 01/2021).
 - Documents will be shared electronically whenever possible (Added 01/2021).
 - For in-person hearings, the PHA will not require pre-hearing discovery by the PHA of family documents directly relevant to the hearing (Added 01/2021).
 - If the informal hearing is to be conducted remotely, the PHA will require the family to provide any documents directly relevant to the informal hearing at least 24 hours before the scheduled hearing through the mail or via email (added 01/2022). The PHA will scan and email copies of these documents to the hearing officer and the PHA representative the same day (Added 01/2021).
 - Documents will be shared electronically whenever possible (Added 01/2021).

- **Evidence**
 - **Previous Policy –**
 - *Hearsay Evidence* is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even through evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.
 - If either the PHA or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.
 - **Current Policy –**
 - *Hearsay Evidence* is evidence based not on a witness' personal knowledge. In and of itself, hearsay evidence carries no weight when making a finding of fact. The hearing officer may include hearsay evidence when considering their decision if it is corroborated by other evidence. Even though hearsay evidence is generally admissible in a hearing, the hearing officer will not base a hearing decision on hearsay alone unless there is clear probative value and credibility of the evidence, and the party seeking the change has met the burden of proof. (added 01/2022)
 - If either the PHA (or the family, if required in a remote hearing (added 01/2022)) fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.
- **16—IV.B. Repayment Policy**
 - **Family Debts to the PHA**
 - **Previous Policy –**
 - Any amount owed to the PHA by an HCV family must be repaid by the family. If the family is unable to repay the debt within 30 days, the PHA will enter into a repayment agreement in accordance with the policies below.
 - If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the PHA will terminate assistance in accordance with the policies in Chapter 12 and pursue other modes of collection.
 - **Current Policy –**
 - Any amount owed to the PHA by an HCV family must be repaid by the family. The PHA will enter into a repayment agreement in accordance with the policies below.
 - If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the PHA will terminate assistance in accordance with the policies in Chapter 12 and pursue other modes of collection.

- **Execution of Agreement**
 - **Previous Policy –**
 - Any repayment agreement between the PHA and a family must be signed and dated by the PHA and by the head of household and spouse/cohead (if applicable).
 - **Current Policy –**
 - Any repayment agreement between the PHA and the family must be signed and dated by the PHA and by the head of household and any adult household members (added 01/2022) (if applicable).
- **No Offer of Repayment Agreement**
 - **Previous Policy-**
 - The PHA generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution
 - **Current Policy –**
 - The PHA will always enter into a repayment agreement with a family. If the family already has a repayment agreement, the PHA will still enter into a repayment agreement. If any 2nd repayment agreement is on the same tenancy, the PHA will terminate the assistance in accordance with the policies in Chapter 12 and the family will still be responsible for the debt to the PHA (added 01/2022).



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INTEROFFICE MEMORANDUM

To: Daron Hall, Tammy Nagel

From: Megan Keener

CC: Quentin Holmes

Date: December 7, 2021

Subject: Agenda Item: December 14, 2021

Emergency Housing Voucher (EHV) Administration Plan

The Pittsburg Public Housing Authority was rewarded and accepted 15 Emergency Housing Voucher (EHV) from the Department of Housing and Urban Development (HUD) under the American Rescue Plan of 2021. The additional vouchers were allocated to PHAs through an allocation formula designed to direct emergency vouchers to the PHAs operating in areas where the EHV's eligible populations have the greatest need while also taking into account PAH capacity and the requirement to ensure geographic diversity, including rural areas. The EVHs are provided to help assist individuals and families who are (1) homeless, (2) at risk of homelessness, (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or (4) recently homeless.

HUD issued 696 housing authorities with EHV vouchers and only 7 housing authorities out of 105 housing authorities in Kansas were issued the EHV vouchers. Out of the 7 housing authorities in Kansas, the Pittsburg Public Housing Authority was rewarded these additional vouchers!

With these new EHV vouchers, the PHA had to create a new Administrative Plan to be used as guidance for program administration. Action request is the review and approval by the Governing Body of the PHA's EHV 2022 Administration Plan.

Sincerely,

Megan Keener

Housing Choice Voucher Program Manager

620-230-5572

megan.keener@pittks.org

enclosures:

- 1) 2022 EVH Administration Plan

Emergency Housing Vouchers (EHVs) – Special Program

Introduction

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARP) (P.L. 117-2). Section 3202 of the ARP appropriated \$5 billion for the creation, administration, and renewal of new incremental emergency housing vouchers (EHVs) and other eligible expenses related to COVID-19.

On May 5, 2021, HUD issued Notice PIH 2021-15, which described HUD's process for allocating approximately 70,000 EHVs to eligible PHAs and set forth the operating requirements for PHAs who administer them. Based on criteria outlined in the notice, HUD notified eligible PHAs of the number of EHVs allocated to their agency, and PHAs were able to accept or decline the invitation to participate in the program.

PHAs may not project-base EHVs; EHVs are exclusively tenant-based assistance.

All applicable nondiscrimination and equal opportunity requirements apply to the EHV program, including requirements that the PHA grant reasonable accommodations to persons with disabilities, effectively communicate with persons with disabilities, and ensure meaningful access for persons with limited English proficiency (LEP).

This chapter describes HUD regulations and PHA policies for administering EHVs. The policies outlined in this chapter are organized into seven sections, as follows:

Part I: Funding

Part II: Partnering Agencies

Part III: Waiting List Management

Part IV: Family Eligibility

Part V: Housing Search and Leasing

Part VI: Use of Funds, Reporting, and Financial Records

Except as addressed by this chapter and as required under federal statute and HUD requirements, the general requirements of the HCV program apply to EHVs.

Part I: Funding

17-1.A. Funding Overview

The American Rescue Plan Act of 2021 (ARP) provides administrative fees and funding for the costs of administering emergency housing vouchers (EHVs) and other eligible expenses defined in Notice PIH 2021-15. These fees may only be used for EHV administration and other eligible expenses and must not be used for or applied to other PHA programs or vouchers. The PHA must maintain separate financial records from its regular HCV funding for all EHV funding.

Housing Assistance Payments (HAP) Funding

ARP funding obligated to the PHA as housing assistance payments (HAP) funding may only be used for eligible EHV HAP expenses (i.e., rental assistance payments). EHV HAP funding may not be used for EHV administrative expenses or for the eligible uses under the EHV services fee.

The initial funding term will expire December 31, 2022. HUD will provide renewal funding to the PHA for the EHVs on a calendar year (CY) basis commencing with CY2023. The renewal funding allocation will be based on the PHA's actual EHV HAP costs in leasing, similar to the renewal process for the regular HCV program. EHV renewal funding is not part of the annual HCV renewal funding formula; EHVs are renewed separately from the regular HCV program. All renewal funding for the duration of the EHV program has been appropriated as part of the ARP funding.

Administrative Fee and Funding

The following four types of fees and funding are allocated as part of the EHV program:

- **Preliminary fees** support immediate start-up costs that the PHA will incur in implementing alternative requirements under EHV, such as outreach and coordination with partnering agencies:
 - \$400 per EHV allocated to the PHA, once the consolidated annual contributions contract (CACC) is amended
 - This fee may be used for any eligible administrative expenses related to EHVs
 - The fee may also be used to pay for any eligible activities under EHV service fees (I.B)

- **Placement fees/expedited issuance reporting fees** will support initial lease-up costs and the added cost and effort required to expedite leasing of EHV's:
 - \$100 for each EHV initially leased, if the PHA reports the voucher issuance date in Public Housing Information Center-Next Generation (PIC-NG) system within 14 days of voucher issuance or the date the system becomes available for reporting
 - Placement fees:
 - \$500 for each EHV family placed under a Hap contract effective within four months of the effective date of the ACC funding increment; or
 - \$250 for each EHV family placed under a HAP contract effective after four months but less than six months after the effective date of the ACC funding increment
 - HUD will determine placement fees in the event of multiple EHV allocations and funding increment effective dates
 - Placement/expedited issuance fees only apply to initial leasing of the vouchers; they are not paid for family moves or to turnover vouchers
- **Ongoing administrative fees**, which are calculated in the same way as the standard HCV program:
 - PHAs are allocated administrative fees using the full column A administrative fee amount for each EHV under contract as for the first day of each month
 - Ongoing EHV administrative fees may be subject to proration in future years, based on available EHV funding
- **Services fees**, which are a one-time fee to support PHA's efforts to implement and operate an effective EHV services program in its jurisdiction (I.B):
 - The fee is allocated once the PHA's CACC is amended to reflect EHV funding
 - The amount allocated is \$3,500 for each EHV allocate

17-I.B. Service Fees

Service fee funding must be initially used for defined eligible uses and not for other administrative expenses of operating the EHV program. Service fees fall into four categories:

- Housing search assistance
- Security deposit/utility deposit/rental application/holding fee uses
- Owner-related uses
- Other eligible uses such as moving expenses to tenant-readiness services

The PHA must establish the eligible uses and the parameters and requirements for service fees in the PHA's administrative plan.

PHA Policy

The eligible uses for services fees included:

Housing search assistance, which may include activities such as, but not limited to, helping a family identify and visit potentially available units during their housing search, helping to find a unit that meets the household's disability-related needs, providing transportation and directions, assisting with the completion of rental applications and PHA forms, and helping to expedite the EHV leasing process for the family.

Application fees/non-refundable administrative or processing fees/refundable application deposit assistance. The PHA may choose to assist the family with some or all these expenses.

Hold fees are fees an owner requests that are rolled into the security deposit after an application is accepted but before a lease is signed. The PHA may cover part or all of the holding fee for units where the fee is required by the owner after a tenant's application has been accepted but before the lease signing. The PHA and owner must agree how the holding fee gets rolled into the deposit, and under what conditions the fee will be returned. In general, owners need to accept responsibility for making needed repairs to a unit required by initial housing quality standards (HQS) inspections and can only keep the holding fee if the client is at fault for not entering into a lease.

Security deposit assistance. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum-security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. The PHA may pay the security deposit assistance directly to the owner or may pay the assistance to the family. If paid to the family, the PHA will require documentation that the family paid the security deposit.

Utility deposit assistance/utility arrears. The PHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. The PHA may pay the utility deposit assistance directly to the utility company or may pay the assistance to the family. If paid to the family, the PHA will require documentation the family paid the utility deposit. The PHA will require the utility supplier or family to return the utility deposit assistance to the PHA at such time the deposit is returned by the utility supplier (less any amounts retained by the utility supplier). In addition, some families may have large balances with gas, electric, water, sewer, or trash companies that will make it difficult if not impossible to establish services for tenant-supplied utilities. The PHA may also provide the family with assistance to help address these utility arrears to facilitate leasing. Utility deposit assistance returned to the PHA will be used for either services fee eligible uses or other EHV administrative costs, as required by HUD.

Owner recruitment and outreach for EHV's. The PHA may use the service fee funding to conduct owner recruitment and outreach specifically for EHV's. In addition to traditional owner recruitment and outreach, activities may include conducting pre-inspections or otherwise expediting the inspection process, providing enhanced customer service, and offering owner incentive and/or retention payments.

Owner incentive and/or retention payments. The PHA may make incentive or retention payments to owners that agree to initially lease their unit to an EHV family and/or renew the lease of an EHV family.

Payment will be made as a single payment at the beginning of the assisted lease term (or lease renewal if a retention payment). Owner incentive and retention payments are not housing assistance payments, are not part of the rent to owner, and are not taken into consideration when determining whether the rent for the unit is reasonable.

Renter's insurance if required by the lease. The PHA may choose to assist the family with some or all this cost.

Any services fee assistance that is returned to the PHA after its initial or subsequent use may only be applied to the eligible services fee used defined in Notice PIH 2021-15 (or subsequent notice) or other EHV administrative costs. Any amounts not expended for these eligible uses when the PHA's EHV program ends must be remitted to HUD.

Part II: Partnering Agencies

17-II.A. Continuum of Care (CoC)

PHAs that accept an allocation of EHV's are required to enter into a Memorandum of Understanding (MOU) with the Continuum of Care (CoC) to establish a partnership for the administrative of EHV's.

PHA Policy

The PHA has enter into a MOU with the Balance of State CoC. See Exhibit 1 for a copy of the MOU.

17-II.B. Other Partnering Organizations

The PHA may, but is not required to, partner with other organizations trusted by persons experiencing homelessness, such as victim service providers (VSPs) and other community partners. If the PHA chooses to partner with such agencies, the PHA must either enter into an MOU with the partnering agency may be added to the MOU between the PHA and CoC.

17-II.C. Referrals

CoC and Partnering Agency Referrals

The primary responsibility of the CoC under the MOU with the PHA is to make direct referrals of qualifying individuals and families to the PHA. The PHA must generally refer a family that is seeking EHV assistance directly from the PHA to the CoC or other referring agency for initial intake, assessment, and possibly referral for EHV assistance. Partner CoCs are responsible for determining whether the family qualifies under one of the four eligible categories for EHV's. The CoC or other direct referral partner must provide supporting documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance.

PHA Policy

The CoC or partnering agency must establish and implement a system to identify EHV eligible individuals and families within the agency's caseload and make referrals to the PHA. The CoC or other partnering agency must certify that the EHV applicants they refer to the PHA meet at least one of the four EHV eligibility criteria. The PHA will maintain a copy of the referral or certification from the CoC or other partnering agency in the participant's file along with other eligibility paperwork. Homeless service providers may, but are not required to, use the certification form found in Exhibit 2 of this chapter. Victim services providers may, but are not required to, use the certification form found in Exhibit 3 of this chapter when identifying eligible families who qualify as victims of human trafficking.

As part of the MOU, the PHA and CoC or other partnering agency will identify staff positions to serve as lead EHV liaisons. These positions will be responsible for transmission and acceptance of referrals. The CoC or partnering agency must commit sufficient staff and resources to ensure eligible individuals and families are identified and determined eligible in a timely manner.

The PHA liaison responsible for acceptance of referrals will contact the CoC or partnering agency liaison via email indicating the number of vouchers available and requesting an appropriate number of referrals. No more than five business days from the date the CoC or partnering agency receives this notification, the CoC or partnering agency liaison will provide the PHA with a list of eligible referrals including the name, address, and contact phone number for each adult individual who is being referred; a completed release form for each adult family member; and a written certification for each referral indicating they are EHV-eligible.

Offers of Assistance with CoC Referral

The PHA may make an EHV available without a referral from the CoC or other partnering organization in order to facilitate an emergency transfer under VAWA in accordance with the PHA's Emergency Transfer Plan (ETP) in Chapter 16.

The PHA must also take direct referrals from outside the CoC if:

- The CoC does not have a sufficient number of eligible families to refer to the PHA; or
- The CoC does not identify families that may be eligible for EHV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking

If at any time the PHA is not receiving enough referrals or is not receiving referrals in a timely manner from the CoC or other partner referral agencies (or the PHA and CoC cannot identify any such alternative referral partner agencies), HUD may permit the PHA on a temporary or permanent basis to take EHV applications directly from applicants and admit eligible families to the EHV program in lieu of or in addition to direct referrals in those circumstance.

Part III: Waiting List Management

17-III.A. HCV Waiting List

The regulation that requires the PHA to admit applicants as waiting list admissions or special admissions in accordance with admission policies in Chapter 4 does not apply to PHAs operating the EHV program. Direct referrals are not added to the PHA's HCV waiting list.

The PHA must inform families on the HCV waiting list of the availability of EHV by, at a minimum, either by posting the information to their website or providing public notice in their respective communities in accordance with the requirements listed in Notice PIH 2021-15.

PHA Policy

The PHA will post information about the EHV program for families on the PHA's HCV waiting list on their website. The notice will:

- Describe the eligible populations to which EHV are limited

- Clearly state that the availability of these EHV is managed through direct referral process

- Advise the family to contact the CoC (or any other PHA referral partner, if applicable) if the family believes they may be eligible for EHV assistance

The PHA will ensure effective communication with persons with disabilities, including those with vision, hearing, and other communities-related disabilities in accordance with Chapter 2. The PHA will also take reasonable steps to ensure meaningful access for person with limited English proficiency (LEP) in accordance with Chapter 2.

17-III.B. EHV Waiting List

The HCV regulations requiring the PHA to operate a single waiting list for admission to the HCV program do not apply to PHAs operating the EHV program. Instead, when the number of applicants referred by the CoC or partnering agency exceeds the EHV available, the PHA must maintain a separate waiting list for EHV referrals, both at initial leasing and for any turnover vouchers that may be issued prior to September 30, 2023.

Further, the EHV waiting list is not subject to PHA policies in Chapter 4 regarding opening and closing the HCV waiting list. The PHA will work directly with its CoC and other referral agency partners to manage the number of referrals and the size of the EHV waiting list.

17-III.C. Preferences

HCV Waiting List Preferences

If local preferences are established by the PHA for HCV, they do not apply to EHV. However, if the PHA has a homeless preference or a VAWA preference for the HCV waiting list, the PHA must adopt additional policies related to EHV in accordance with Notice PIH 2021-15.

PHA Policy

The PHA does not offer either a homeless or a VAWA preference for the HCV waiting list.

EHV Waiting List Preference

With the exception of a residency preference, the PHA may choose, in coordination with the CoC and other referral partners, to establish separate local preferences for EHV. The PHA may, however, choose to not establish any local preference for the EHV waiting list.

PHA Policy

No local preference have been established for the EHV waiting list

Part IV: Family Eligibility

17-IV.A. Overview

The CoC or referring agency determines whether the individual or family meets any one of the four eligibility criteria described in Notice PIH 2021-15 and then refers the family to the PHA. The PHA determines that the family meets other eligibility criteria for the HCV program, as modified for the EHV program and outlined below.

17-IV.B. Referring Agency Determination of Eligibility

In order to be eligible for an EHV, an individual or family must meet one of four eligibility criteria:

- Homeless as defined in 24 CFR 578.3;
- At risk of homelessness as defined in 24 CFR 578.3;
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking (as defined in Notice PIH 2021-15), or human trafficking (as defined in the 22 U.S.C. Section 7102);
- Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability as determined by the CoC or its designee in accordance with the definition in Notice PIH 2021-15.

As applicable, the CoC or referring agency must provide documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance. The PHA must retain this documentation as part of the family's file.

17-IV.C. PHA Screening

Overview

HUD waived 24 CFR 982.552 and 982.553 in part of the EHV applicants and established alternative requirement for mandatory and permissive prohibitions of admissions. Except where applicable, PHA policies regarding denials in Chapter 3 of this policy do not apply to screening individuals and families for eligibility for an EHV. Instead, the EHV alternative requirement listed in this section will apply to all EHV applicants.

The mandatory and permissive prohibitions listed in Notice PIH 2021-15 and in this chapter, however, apply only when screening the individual or family for eligibility for an EHV. When adding a family member after the family has been placed under a HAP contract with EHV assistance, the regulations at 24 CFR 982.551(h)(2) apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and may apply its regular HCV screening criteria in Chapter 3 in doing so.

Mandatory Denials

Under alternative requirements for the EHV program, mandatory denials for EHV applicants include:

- 24 CFR 982.553(a)(1)(ii)(C), which prohibits admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- 24 CFR 982.553(a)(2)(i), which prohibits admission to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

The PHA must deny admission to the program if any member of the family fails to sign and submit consent forms for obtaining information as required by 24 CFR 982.552(b)(3) but should notify the family of the limited EHV grounds for denial of admission first.

PHA Policy

While the PHA will deny admission to the program if any adult member (or head of household or spouse, regardless of age) fails to sign and submit consent forms, the PHA will first notify the family of the limited EHV grounds for denial of admission as part of the notice of denial that will be mailed to the family.

Permissive Denial

Notice PIH 2021-15 lists permissive prohibitions for which the PHA may, but is not required to, deny admission to EHV families. The notice also lists prohibitions that, while allowable under the HCV program, may not be used deny assistance for EHV families.

If the PHA intends to establish permissive prohibition policies for EHV applicants, the PHA must first consult with its CoC partner to understand the impact that the proposed prohibitions may have on referrals and must take the CoC's Recommendations into consideration.

PHA Policy

In consultation with the CoC, the PHA will apply permissive prohibition to the screening of EHV applicants. Determinations using permissive prohibitions will be made based on an individualized assessment of relevant mitigating information in accordance with policies in Section 3-III.E.

The PHA will establish the following permissive prohibitions:

If the PHA determines that any household members are currently engaged in, or has engaged in within the previous 12 months:

Violent criminal activity

Other criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or person residing in the immediate vicinity

If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program within the previous 12 months

If the family engaged in or threatened abusive or violent behavior toward PHA personnel within the previous 12 months

The PHA will also deny assistance to household member already receiving assistance from another program in accordance with Section 9.h. of Notice PIH 2021-15.

Prohibitions based on criminal activity for the eligible EHV populations regarding drug possession will be considered apart from criminal activity against person (i.e, violent criminal activity).

In compliance with PIH 2021-15, the PHA will not deny an EHV applicant admission regardless of whether:

Any member of the family has been evicted from federally assisted housing in the last five years;

A PHA has ever terminated assistance under the program for any member of the family;

The family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act;

The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;

The family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to owner by a PHA;

The family would otherwise be prohibited admission under alcohol abuse standards established by the PHA in accordance with 24 CFR 982.553(a)(3);

The PHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity

17-IV.D. Income Verification at Admission

Self-Certification at Admission

The requirement to obtain third-party verification of income in accordance with Notice PIH 2018-18 does not apply to the EHV program applicants at admission, and alternatively, PHAs may consider self-certification the highest form of income verification at admission. As such, PHA policies related to the verification of income in Section 7-I.B. do not apply to EHV families at admission. Instead, applicants must submit an affidavit attesting to their reported income, assets, expenses, and other factors that would affect an income eligibility determination.

Additionally, applicants may provide third-party documentation that represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the PHA's request.

PHA Policy

Any documents used for verification must be the original (not photocopies) and dated within the 60-day period prior to admission. The documents must not be damaged, altered, or in any way illegible.

Printouts from webpages are considered original documents.

Any family self-certifications must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified.

The PHA will incorporate additional procedures to remind families of the obligation to provide true and complete information in accordance with Chapter 14. The PHA will address any material discrepancies (i.e., unreported income or a substantial difference in reported income) that may arise later. The PHA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 16. If the family fails to repay the excess subsidy, the PHA will terminate the family's assistance in accordance with the policies in Chapter 12.

Recently Conducted Income Determinations

PHAs may accept income calculations and verifications from third-party providers or from an examination that the PHA conducted on behalf of the family for another subsidized housing program in lieu of conducting an initial examination of income as long as:

- The income was calculated in accordance with rules outlined at 24 CFR Part 5 and within the last six months; and
- The family certifies there has been no change in income or family composition in the interim.

PHA Policy

The PHA will accept income calculations and verifications from third-party providers provided they meet the criteria outlined above.

The family certification must be made in a format acceptable to the PHA and must be signed by all adult family members whose information or status is being verified.

At the time of the family's annual reexamination the PHA must conduct the annual reexamination of income as outlined at 24 CFR 982.516 and PHA policies in Chapter 11.

EIV Income Validation

Once HUD makes the EIV data available to PHAs under this waiver and alternative requirement, the PHA must:

- Review the EIV Income and Income Validation Tool (IVT) reports to confirm and validate family-reported income within 90 days of the PIC submission date;
- Print and maintain copies of the EIV Income and IVT Reports in the tenant file; and
- Resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

Prior to admission, PHAs must continue to use HUD's EIV system to search for all household members using the Existing Tenant Search in accordance with PHA policies in Chapter 3.

If a PHA later determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program in accordance with Chapter 12.

17-IV.E. Social Security Number and Citizenship Status Verification

For the EHV program, the PHA is not required to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the EHV program. Instead, PHAs may adopt policies to admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless the PHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

PHA Policy

The PHA will admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. These individuals must provide the required documentation in accordance with policies in Chapter 7 within 180 days of admission. The PHA may provide an additional 60-day extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation. If the PHA determines that an ineligible family received assistance, the PHA will take steps to terminate that family from the program in accordance with policies in Chapter 12.

17-IV.F. Age and Disability Verification

PHAs may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the PHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

PHA Policy

The PHA will accept self-certification of date of birth and disability status if a higher form of verification is not immediately available. The certification must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified. If self-certification is accepted, within 90 days of admission, the PHA will verify the information in EIV or through other third-party verification if the information is not available in EIV. The PHA will note the family's file that self-certification was used as initial verification and include an EIV printout or other third-party verification confirming the applicant's date of birth and/or disability status. If the PHA determines that an ineligible family received assistance, the PHA will take steps to terminate that family from the program in accordance with policies in Chapter 12.

17-IV.G. Income Targeting

The PHA must determine income eligibility for EHV families in accordance with 24 CFR 982.201 and PHA policy in Chapter 3; however, income targeting requirements do not apply for EHV families. The PHA may still choose to include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

PHA Policy

The PHA will not include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

PART V: Housing Search and Leasing

17-V.A. Initial Voucher Term

Unlike the standard HCV program, which requires an initial voucher term of at least 60 days, EHV vouchers must have an initial search term of at least 120 days. PHA policies on extensions as outlined in Section 5-II.E. will apply.

PHA Policy

All EHV's will have an initial term of 120 calendar days. The family must submit a Request for Tenancy Approval and proposed lease within the 120-day period unless the PHA grants an extension.

17-V.B. Housing Search Assistance

The PHA must ensure housing search assistance is made available to EHV families during their initial housing search. The housing search assistance may be provided directly by the PHA or through the CoC or another partnering agency or entity.

At a minimum, housing search assistance must:

- Help individual families identify potentially available units during their housing search, including physically accessible units with features for family members with disabilities, as well as units in low-poverty neighborhoods;
- Provide transportation assistance and directions to potential units;
- Conduct owner outreach;
- Assist with the completion of rental applications and PHA forms; and
- Help expedite the EHV leasing process for the family

PHA Policy

As identified in the MOU between the PHA and CoC, the following housing search assistance will be provided to each EHV family:

The PHA will:

Conduct owner outreach in accordance with policies in Chapter 13

Provide directions to potential units as part of the EHV briefing packet

Expedite the EHV leasing process for the family to the extent practicable and in accordance with policies in this chapter

At least every 30 days, conduct proactive check-ins via email and telephone with families who are searching with an EHV and remind them of their voucher expiration date

Assist the family with the completion of rental applications and PHA forms

17-V.C. HQS Pre-Inspections

To expedite the leasing process, PHAs may pre-inspect available units that EHV families may be interested in leasing in order to maintain a pool of eligible units.

PHA Policy

To expedite the leasing process, the PHA may pre-inspect available units that EHV families may be interested in leasing to maintain a pool of eligible units. If an EHV family selects a unit that passed a HQS pre-inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval, the unit may be approved provided that it meets all other conditions under 24 CFR 982.305.

The family will be free to select his or her unit.

When a pre-inspected unit is not selected, the PHA will make every effort to fast-track the inspection process, including adjusting the normal inspection schedule for any required re-inspections.

17-V.D. Initial Lease Term

Unlike in the standard the HCV program, EHV voucher holders may enter into an initial lease that is for less than 12 months, regardless of the PHA policy in Section 9-I.E., Term of Assisted Tenancy.

17-V.E. Portability

The normal HCV portability procedures and requirements outlined in Chapter 10 generally apply to EHV. Exceptions are addressed below.

Nonresident Applicants

Under EHV, applicant families may move under portability even if the family did not have legal residency in the jurisdiction of the initial PHA when they applied, regardless of PHA policy in Section 10-II.B.

Billing and Absorption A receiving PHA cannot refuse to assist an incoming EHV family, regardless of whether the PHA administers EHV under its own ACC.

- If the EHV family moves under portability to another PHA that administers EHV under its own ACC:
 - The receiving PHA may only absorb the incoming EHV family with an EHV (assuming it has an EHV voucher available to do so).
 - If the PHA does not have an EHV available to absorb the family, it must bill the initial PHA. The receiving PHA must allow the family to lease the unit with EHV assistance and may not absorb the family with a regular HCV when the family leases the unit.
 - Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family's EHV assistance, the EHV administration of the voucher is in accordance with the receiving PHA's EHV policies.
- If the EHV family moves under portability to another PHA that does not administer EHV under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial PHA.

Family Briefing

In addition to the applicable family briefing requirements at 24 CFR 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial PHA must inform the family how portability may impact the special EHV services and assistance that may be available to the family.

The initial PHA is required to help facilitate the family's portability move to the receiving PHA and inform the family of this requirement in writing, taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP).

PHA Policy

In addition to following PHA policy on briefings in Chapter 5, as part of the briefing packet for EHV families, the PHA will include a written notice that the PHA will assist the family with moves under portability.

For limited English proficient (LEP) applicants, the PHA will provide interpretation services in accordance with the PHA's LEP plan (See Chapter 2).

Coordination of Services

If the portability move is in connection with the EHV family's initial lease-up, the receiving PHA and the initial PHA must consult and coordinate on the EHV services and assistance that will be made available to the family.

PHA Policy

For EHV families who are exercising portability, when the PHA contacts the receiving PHA in accordance with Section 10-II.B. Preapproval Contact with Receiving PHA, the PHA will consult and coordinate with the receiving PHA to ensure there is no duplication of EHV services and assistance, and ensure the receiving PHA is aware of the maximum amount of services fee funding that the initial PHA may provide to the receiving PHA on behalf of the family.

Services Fee

Standard portability billing arrangements apply for HAP and ongoing administrative fees for EHV families.

For service fees funding, the amount of the service fee provided by the initial PHA may not exceed the lesser of the actual cost of the services and assistance provided to the family by the receiving PHA or \$1,750, unless the initial PHA and receiving PHA mutually agree to change the \$1,750 cap. Service fees are paid as follows:

- If the receiving PHA, in consultation and coordination with the initial PHA, will provide eligible services or assistance to the incoming EHV family, the receiving PHA may be compensated for those costs by the initial PHA, regardless of whether the receiving PHA bills or absorbs.
- If the receiving PHA administers EHV, the receiving PHA may use its own services fee and may be reimbursed by the initial PHA, or the initial PHA may provide the services funding upfront to the receiving PHA for those fees and assistance.
- If the receiving PHA does not administer EHV, the initial PHA must provide the services funding upfront to the receiving PHA. Any amounts provided to the receiving PHA that are not used for services or assistance on behalf of the EHV family must promptly be returned by the receiving PHA to the initial PHA.

Placement Fee/Issuance Reporting Fee

If the portability lease-up qualifies for the placement fee/issuance reporting fee, the receiving PHA receives the full amount of the placement component of the placement fee/issuing reporting fee. The receiving PHA is eligible for the placement fee regardless of whether the receiving PHA bills the initial PHA or absorbs the family into its own program at initial lease-up. The initial PHA qualifies for the issuance reporting component of the placement fee/issuance reporting fee, as applicable.

17-V.F. Payment Standards

Payment Standard Schedule

For the EHV program, HUD has waived the regulation requiring a single payment standard for each unit size. Instead, the PHA may, but is not required to, establish separate higher payment standards for EHV. Lower EHV payment standards are not permitted. If the PHA is increasing the regular HCV payment standard, the PHA must also increase the EHV payment standard if it would be otherwise lower than the new regular HCV payment standard. The separate EHV payment standard must comply with all other HCV requirements with the exception of the alternative requirements discussed below.

Further, if the PHA chooses to establish higher payments standards for EHV, HUD has provided other regulatory waivers:

- Defining the “basic range” for payment standards as between 90 and 120 percent of the published Fair Market Rent (FMR) for the unit size (rather than 90 to 110 percent).
- Allowing a PHA that is not in a designated Small Area FMR (SAFMR) area or has not opted to voluntarily implement SAFMRs to establish exception payment standards for a ZIP code area above the basic range for the metropolitan FMR based on the HUD published SAFMRs. The PHA may establish an exception payment standard up to 120 percent (as opposed to 110 percent) of the HUD published Small Area FMR for that ZIP code area. The exception payment standard must apply to the entire ZIP code area.
 - The PHA must notify HUD if it establishes an EHV exception payment standard based on the SAFMR.

PHA Policy

The PHA will not establish a higher payment standard amount for EHV. The PHA will use the same payment standards for HCV and EHV.

Rent Reasonableness

All rent reasonableness requirements apply to EHV units, regardless of whether the PHA has established an alternative or exception EHV payment standard.

Increases in Payment Standards

The requirement that the PHA apply increased payment standards at the family’s first regular recertification on or after the effective date of the increase does not apply to EHV. The PHA may, but is not required to, establish an alternative policy on when to apply the increased payment standard, provided the increased payment standard is used to calculate the HAP no later than the effective date of the family’s first regular reexamination following the change.

PHA Policy

The PHA will not establish an alternative policy for increases in the payment standard. PHA policy in Section 11-III.B. governing increases in payment standards will apply to EHV.

17-V.G. Termination of Vouchers

After September 30, 2023, a PHA may not reissue EHV's when assistance for an EHV-assisted family ends. This means that when an EHV participant (a family that is receiving rental assistance under a HAP contract) leaves the program for any reason, the PHA may not reissue that EHV to another family unless it does so no later than September 30, 2023.

If an applicant family that was issued the EHV is unsuccessful in finding a unit and the EHV expires after September 30, 2023, the EHV may not be reissued to another family.

All EHV's under lease on or after October 1, 2023, may not under any circumstances be reissued to another family when the participant leaves the program for any reason.

An EHV that has never been issued to a family may be initially issued and leased after September 30, 2023, since this prohibition only applies to EHV's that are being reissued upon turnover after assistance to a family has ended. However, HUD may direct PHAs administering EHV's to cease leasing any unleased EHV's if such action is determined necessary by HUD to ensure there will be sufficient funding available to continue to cover the HAP needs of currently assisted EHV families.

PART VI: Use of Funds, Reporting, and Financial Records

EHV funds allocated to the PHA for HAP (both funding for the initial allocation and HAP renewal funding) may only be used for eligible EHV HAP purposes. EHV HAP funding obligated to the PHA may not be used for EHV administrative expenses or the other EHV eligible expenses under this notice. Likewise, EHV administrative fees and funding obligated to the PHA are to be used for those purposes and must not be used for HAP.

The appropriated funds for EHVs are separate from the regular HCV program and may not be used for the regular HCV program but may only be expended for EHV eligible purposes. EHV HAP funds may not roll into the regular HCV restricted net position (RNP) and must be tracked and accounted for separately as EHV RNP. EHV administrative fees and funding for other eligible expenses permitted by Notice PIH 2021-15 may only be used in support of the EHVs and cannot be used for regular HCVs. EHV funding may not be used for the repayment of debts or any amounts owed to HUD by HUD program participants including, but not limited to, those resulting from Office of Inspector General (OIG), Quality Assurance Division (QAD), or other monitoring review findings.

The PHA must comply with EHV reporting requirements in the Voucher Management System (VMS) and Financial Data Schedule (FDS) as outlined in Notice PIH 2021-15.

The PHA must maintain complete and accurate accounts and other records for the program and provide HUD and the Comptroller General of the United States full and free access to all accounts and records that are pertinent the administration of the EHVs in accordance with the HCV program requirements at 24 CFR 982.158.



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INTEROFFICE MEMORANDUM

To: Daron Hall, Tammy Nagel

From: Megan Keener

CC: Quentin Holmes

Date: December 7, 2021

Subject: Agenda Item: December 14, 2021

Foster Youth to Independence Initiative (FYI) Administration Plan

The Pittsburg Public Housing Authority (PHA) has partnered with the Department of Children and Families (DCF) and our local CoC to identify youth who are eligible for the Foster Youth to Independence (FYI) initiative. The agreement will define eligible youth, list supportive services to be provided, PHAs responsibilities including accepting youth who have been certified by DCF, and if the youth are eligible for the Housing Choice Voucher program. The PHA is limited to a maximum of 25 FYI vouchers in a fiscal year.

With these new FYI vouchers, the PHA had to create a new Administrative Plan to be used as guidance for program administration.

Action request is the review and approval by the Governing Body of the PHA's FYI 2022 Administration Plan.

Sincerely,

Megan Keener
Housing Choice Voucher Program Manager
620-230-5572
megan.keener@pittks.org

enclosures:

- 1) 2022 FYI Administration Plan

18. SPECIAL PROGRAMS

Over time, HUD has awarded the Housing Authority with funding for specific vouchers types to serve specific voucher types to serve specific populations. In some instances, the special programs offer vouchers to eligible person from the Housing Choice Voucher (HCV) waiting list. In other instances, vouchers are issued on referrals from service providers. All special voucher programs are listed and described below.

Overview

Foster Youth to Independence Initiative – Tenant Protection Vouchers

The US Department of Housing and Urban Development Notice PIH 2020-28 titled Foster Youth to Independence (FYI) Initiative details the requirements for eligible participants. Throughout this document, these vouchers are referred to as FYI vouchers. Youth must be at least 18 years and not more than 24 years of age and/or is homeless or is at risk of becoming homeless at age 16 or older.

The Pittsburg Public Housing Authority (PHA) will partner with the Department of Children and Families (DCF) to identify youth who are eligible for the Foster Youth to Independence (FYI) initiative. The agreement will define Family Unification Program (FUP) eligible youth, list supportive services to be provided, PHAs responsibilities including accepting youth who have been certified by DCF, and if the youth are eligible for the Housing Choice Voucher program. The agreement shall address DCFs responsibilities and those of CoC's.

Part I - Voucher Increments

These vouchers are governed by the rules set forth in Public & Indian Housing Notice PIH 2020-28, October 6, 2020 and Housing Choice Voucher Program regulations at 24 CFR 982. Under the PIH Notice, the PHA is limited to a maximum of 25 FYI vouchers in a fiscal year.

18.I.A Administration

PHA will administer FYI vouchers under the same rules at the Housing Choice Voucher program expect as described in the sections below. In general,

1. FYI vouchers are issued to PHA referrals only
2. FYI vouchers returned to the PHA must be offered to the next, eligible FYI referral
3. These vouchers are limited to a period 36 individual months of subsidy
4. FYI vouchers will have its own monthly budget report as these vouchers have a separate funding stream. These vouchers are in addition to each office's regular voucher allocation
5. FYI families may transfer to another voucher area by following the PHA's current policy in the Moving with Continued Assistance and Portability exhibit
6. FYI vouchers are eligible for portability out of city limits/state of Pittsburg, KS by following the PHA's current policy in the Moving with Continued Assistance and Portability exhibit
7. These vouchers are reported to HUD. This means staff is required to follow EIV procedures

18.I.B Youth Eligibility

A young person eligible to receive a FYI voucher under the notice must meet **ALL** the following requirements:

1. Has attained at least 18 years and not more than 24 years of age;
2. Left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act; and
3. Is homeless or is at risk of becoming homeless as these terms are defined at 24 CFR 578.3 and 24 CFR 576.2, at age 16 or older

A young person who meets the above requirements and is pregnant and parenting is also eligible. Through this targeted allocation, HUD is investing in local, cross-system collaborative efforts to prevent and end homelessness among youth with a current or prior history of child welfare involvement. The success of this effort requires that community partners coordinate effectively to identify, target, and connect eligible youth at-risk of or experiencing homelessness to housing and related supports.

18.I.C Program Location

FYI assistance is only available within the city limits of Pittsburg, KS

18.I.D Information Request

Families interested in this program must be referred through DCF

Part II - Waiting Lists

The PHA will not run a separate waiting list for the FYI program. The PHA will receive referrals from DCF. Prospective voucher holders must apply to the Section 8 waitlist, but will be given preference as a "Special Admission (FYI)". Written documentation of these referrals, as well as the original Section 8 application, will be maintained in the tenant file at the PHA.

Part III - Applicant Screening

FYI voucher applicants are subject to the same criteria as other voucher families. Applicant families that are ineligible will receive a denial notice along with the applicant informal review process. The PHA will copy the service provider point of contact with the denial notice so they may assist the family.

18.III.A Denial of Assistance

In any case where the PHA decides to deny assistance to the foster youth, the PHA must give a written notice which states:

1. The reason (s) for denial of assistance
2. The applicant's right to request an informal review to be held before denial of assistance
3. The date by which a request for an informal review must be received by the PHA
4. Once the applicant becomes a participant, the family must follow all of the PHA rules, including the family obligation

Part IV - Initial Term of the FYI Voucher

The FYI voucher will have an initial term of 120 days. If the PHA determines that additional search time is needed, the PHA will allow one additional 30-day extension.

Part V - Voucher Reissuance

When an FYI exits the program through voluntary surrender, termination or expiration of the 36-month time limit, the PHA will issue the FYI voucher to the next eligible youth.

If the participant is not currently on the HCV waitlist, the PHA will advise/offer the participant to make an HCV application and get on the HCV waitlist. The PHA will track the months of assistance and will issue an initial reminder after 24 months, and a termination notice after 33 months of assistance.

Part VI - Housing and Initial Term of Lease

Under the program, the participant must enter into an initial lease with the owner for a period of one (1) year.

Part VII - 50058 Coding

All FYI 50058s created must have code "FYI" in line 2n. These vouchers will be reported in the Voucher Management System in category "Family Unification – Non MTW".

Part VIII - Reexamination

The PHA will process an annual reexamination for FYI participants, and may process an interim reexamination when a family experiences a change in household composition and/or income between annual reexamination.

Part IX - Inspection Requirements

All dwelling units lease under the FYI program must pass an initial Housing Quality Standards (HQS) inspection prior to lease-up. All units under lease will be re-inspected annually, and may be inspected on a complaint basis. FYI vouchers will follow the HQS inspection requirements as set forth in Chapter 8.

Part X - Termination

The PHA may terminate assistance to an FYI participant for the same reasons it may terminate assistance to a Section 8 participant. Prior to terminating an FYI participant, the PHA may contact DCF to discuss the proposed termination.

Part XI - Archiving

Staff will follow archiving procedures for HCV when archiving FYI files. This includes ineligible and withdrawn applicant and participant files.

Part XII - Definitions

12.XII.A Homeless

Homeless (24 CFR 578.3) means:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - b. An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals);
 - c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
2. An individual or family who will imminently lose their primary nighttime residence, provided that:
 - a. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - b. No subsequent residence has been identified; and
 - c. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
3. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - a. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - b. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - c. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - d. Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood

abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

4. Any individual or family who:
 - a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - b. Has no other residence; and
 - c. Lacks the resources or support networks, e.g., family, friends, and faith based or other social networks, to obtain other permanent housing.

12.XII.B At Risk of Becoming Homeless (24 CFR 576.2)

1. An individual or family who:
 - a. Has an annual income below 30 percent of median family income for the area, as determined by HUD;
 - b. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section; and
 - c. Meets one of the following conditions:
 - i. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - ii. Is living in the home of another because of economic hardship;
 - iii. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - iv. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - v. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
 - vi. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

- vii. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- d. A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- e. A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

12.XII.C Required Supportive Services

The services listed in (A) through (E) below must be provided for a period of 36 months to FYI eligible youth receiving rental assistance through this notice. A FYI eligible youth cannot be required to participate in these services as condition of receipt of the voucher.

1. Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation; and access to health care (e.g., doctors, medication, and mental and behavioral health services).
2. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
3. Providing such assurances to owners of rental property as are reasonable and necessary to assist a FUP-eligible youth to rent a unit with a voucher.
4. Job preparation and attainment counseling (where to look/how to apply, dress, grooming, and relationships with supervisory personnel, etc.).
5. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at a technical school, trade school or college; including successful work ethic and attitude models.



BRENT NARGES
Chief of Police

PITTSBURG

POLICE DEPARTMENT

Beard-Shanks Law Enforcement Center
201 North Pine Street
Pittsburg, Kansas 66762
(620) 235-0400

To: City Manager Daron Hall
Chief of Police Brent Narges

From: Major Ben Henderson

Date: December 8, 2021

Subject: Body Worn Camera Purchase

On Tuesday evening, October 26, 2021, during the regularly scheduled Pittsburg City Commission meeting, the Police Department gave a special presentation to the City Commission regarding an initiative for the purchase of WatchGuard V300 Body Worn Cameras.

At the time of the presentation from October 26th, there were still arrangements pending with WatchGuard concerning software licensing and maintenance agreements. These arrangements have since been finalized, and the Police Department is ready to move forward with the acquisition of these cameras, and is seeking permission from the City Commission to purchase the WatchGuard V300 Body Worn Camera system.

WatchGuard Video is a digital video solutions company that offers in-car cameras and body worn cameras for law enforcement applications, and is a vendor with the Kansas Department of Administration's Office of Procurement & Contracts (re: Kansas State Purchasing Contract ID #43883).

The following is a summary of our purchase request:

- Thirty-two (32) of the V300 Body Worn Cameras with magnetic chest mounts, for a purchase price of \$28,640.00.
- Four (4) of the V300 Ethernet Transfer Stations, for a purchase price of \$5,380.00.
- Ten (10) spare rechargeable V300 camera batteries, for a purchase price of \$900.00.

- Evidence Library web server license key, for a purchase price of \$1,000.00.
- Five-year software licensing and support for the 32 V300 cameras, for a purchase price of \$24,000.00.
- Five-year no-fault warranty for the 32 V300 cameras, for a purchase price of \$21,920.00.
- Fifty (50) V300 MOLLE ballistic vest camera mounts, for a purchase price of \$2,250.00
- Software installation service with remote installation and training, for a purchase price of \$1,500.00.

The total combined purchase price for the acquisition of these body worn cameras is \$85,590.00.

Included with this memo are the quote from WatchGuard for the aforementioned items, information for WatchGuard's extended hardware warranty for the first three years, and a copy of the National Association of State Procurement Officials (NASPO) ValuePoint Master Price Agreement with the Kansas Department of Administration's Office of Procurement & Contracts. Also included are a copy of the memo from the aforementioned October 26th Pittsburg City Commission meeting, a brochure from WatchGuard for the V300 cameras, and a data specifications sheet for the V300 cameras.

Should you have any questions concerning this body worn camera purchase request, please contact me at your convenience. I will also be in attendance at the City Commission meeting should the Commissioners have any questions concerning our request.

Thank you,

Major B. Henderson
Pittsburg Police Dept.



Quote For:

**Pittsburg Police Department
Attn: Ben Henderson**

Reference:

V300x32_EL5

Quote By:

**WatchGuard Video / Motorola Solutions
Kenny James**

Date: 11-08-21

Serving Law Enforcement with the Most Compelling, Quality Video Products

 MOTOROLA SOLUTIONS		WatchGuard Video 415 E. Exchange Allen, TX 75002 (P) 800-605-6734 (F) 212-383-9661			
Issued To:	Pittsburg Police Department - Attention: Ben Henderson			Date:	11-08-21
Project Name:	V300x32_EL5			Quote ID:	WKJ-0083-05

Qty	Item #	Description
(32)	BW-V30-10--	V300, WiFi/Bluetooth Wearable Camera, with Magnetic Chest Mount <ul style="list-style-type: none"> V300, WiFi/Bluetooth Wearable Camera Magnetic Chest Mount
Subtotal Price (Excluding sales tax)		\$28,640.00

Qty	Item #	Description
(4)	BW-ACK-V3-TSC	Pre Configured V300 Transfer Station II with Power Supply and Cables. <ul style="list-style-type: none"> V300 Transfer Station II TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB includes kit with Power Supply and Cables.
Subtotal Price (Excluding sales tax)		\$5,380.00

Qty	Item #	Description
(10)	WGP02614	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh
Subtotal Price (Excluding sales tax)		\$900.00

Qty	Item #	Description
(1)	WGP02400-500	Evidence Library 5, Web Server Site License Key <ul style="list-style-type: none"> For each physical location where the software is installed on a server, a site license is required
Subtotal Price (Excluding sales tax)		\$1,000.00

Qty	Item #	Description
(160)	WGP02400-520	Evidence Library 5, VISTA/V300 Annual Device License & Support Fee
Subtotal Price (Excluding sales tax)		\$24,000.00

Qty	Item #	Description
(32)	WGW00300-003	Warranty, V300 3 Year, No-Fault
Subtotal Price (Excluding sales tax)		\$14,400.00

Qty	Item #	Description
(32)	WGW00300-004	Warranty, V300, 4th Year, (requires No Fault Warranty)
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(32)	WGW00300-005	Warranty, V300, 5th Year, (requires No Fault Warranty)
Subtotal Price (Excluding sales tax)		\$7,520.00

Qty	Item #	Description
(50)	WGP02836	V300 CAMERA MOUNT, M330 MOLLE LOOP W/ QUICK RELEASE LEVERS
Subtotal Price (Excluding sales tax)		\$2,250.00

Qty	Item #	Description
(1)	WGW00122-410	Quick Start Software Installation Service; Remote Install, Training, Configuration, Project Management, Consultation
Subtotal Price (Excluding sales tax)		\$1,500.00

Qty	Item #	Description
(1)	FREIGHT	S&H
Subtotal Price (Excluding sales tax)		\$0.00

Quote Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable NASPO* Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Replaced by note #8
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED
7. Quote good for 90 days from issue.
8. This quote and discounts are applicable to the terms and conditions of the NASPO/WatchGuard Video, Inc. contract found under Master Agreement #OK-MA-145-010 and Kansas Participating addendum with associated contract #CT200012001. *

Quoted by: Kenny James - Regional Sales Manager - 800-605-6734 - kenny.james@motorolasolutions.com

Total Price	\$85,590.00 (Excluding sales tax)
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V300 NO-FAULT EXTENDED HARDWARE WARRANTY – 3 YEAR PLAN

WatchGuard, Inc., in recognition of the high demands placed on all equipment worn, and used by Police Officers is offering the following No-Fault Warranty option. WatchGuard warrants each system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of **ONE-YEAR** from the date of purchase in its standard Limited Warranty.

The No-Fault 3 Year Extended Warranty may be purchased directly from WatchGuard. Any and all No-Fault warranties must be purchased with the initial purchase of the V300 unit, and the V300 No-Fault warranty must also be purchased for all V300 units. Failure to purchase the No-Fault warranty at the time of purchase will require the covered unit to be physically inspected at the facility of the manufacturer and any repairs necessary to bring the unit back to full working order must be performed prior to the issuance of any new warranty. The customer will be responsible for the cost of the inspection (equal to 1 hour of labor) plus the standard costs associated with any required repairs. The following warranty terms and conditions apply with the purchase of the No-Fault V300 Camera Warranty:

WARRANTOR – This warranty is granted by WatchGuard, Inc., 415 E. Exchange, Allen, TX 75002, Telephone: 972-423-9777, Facsimile: 214-383-9661.

PARTIES TO WHOM WARRANTY IS INTENDED – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from WatchGuard.

PARTS AND COMPONENTS COVERED – The V300 No-Fault warranty covers all parts and components of the V300 Standard, and the V300 Extended Capacity Body Worn Cameras. This also includes the base, cables, and battery replacements during the life of the extended warranty. Repair labor of the warranted unit manufactured and/or installed by WatchGuard are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The No-Fault Warranty will not include systems with intentionally altered or removed serial numbers, or it is determined that the WatchGuard system was internally changed, modified, or repaired.

LIMITED LIABILITY – WatchGuard's liability is limited to the repair or replacement of components. WatchGuard will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective.



REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is damaged in any way, WatchGuard shall replace the unit with an Advance Replacement unit. The Advance Replacement unit will ship via UPS ground and include a prepaid shipping label to return the defective or damaged unit. WatchGuard requires that any and all parts and pieces of the damage unit be returned. By contacting WatchGuard to send in a unit in for repair or replacement under the No-Fault Warranty, the customer agrees to return the damaged unit within 30 days. Failure to return the unit will result in the customer being billed the full purchase price for the new advance shipped unit. The Advance Replacement unit pursuant to this warranty shall be warranted for the remainder of the warranty period.

SHIPPING –Throughout the duration of the warranty period, WatchGuard will provide an Advance Replacement unit with a prepaid shipping label to return any defective unit for end users in the continental United States provided serial numbers are submitted during the Customer Service diagnostic process. In such event, contact WatchGuard's Customer Service Department for troubleshooting and to start the diagnostic process. Any expedited shipping costs are the responsibility of the end user. Customers that are outside the continental United States will be responsible for all transportation costs both to and from WatchGuard Video's factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation.

You may also obtain warranty service by contacting your local WatchGuard Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting WatchGuard's Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

Should you have any further questions regarding the WatchGuard Video No-Fault warranty, please direct them to:

WatchGuard, Inc.

Attn: Customer Service Department

415 E. Exchange

Allen, Texas 75002

(800) 605-6734 Toll Free Main Phone

(866) 384-8567 Toll Free Queued Customer Service

(972) 423-9777 Main

(214) 383-9661 Fax

www.watchguardvideo.com

support@watchguardvideo.com

PARTICIPATING ADDENDUM
NASPO ValuePoint (formerly WSCA-NASPO)
PUBLIC SAFETY VIDEO SYSTEMS 2017-2022
Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER PRICE AGREEMENT
WatchGuard Video
Contract Number: OK-MA-145-010
(hereinafter "Contractor")

And

State of Kansas
(hereinafter "Participating State")
Contract Number: 43883

Page 1 of 8

1. **Scope:** This addendum covers the **Public Safety Video Systems** lead by the State of Oklahoma for use by state agencies and other entities located in the Participating **State** authorized by that state's statutes to utilize **state** contracts.

The following products or services are included in this addendum:

Band 1: Body Worn Video
Band 2: Vehicle Mounted Video
Band 3: Video Storage, Data Security, Software and Peripherals

Installation services are **NOT** included in this addendum.

1. 2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of **Kansas**. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State Modifications or Additions to Master Price Agreement:**

(These modifications or additions apply only to actions and relationships within the Participating State.)

- a. The laws of the State of Kansas shall govern this Addendum.
- b. Order of precedence is modified as follows:
 1. State of Kansas Contractual Provisions Attachment (as modified), DA-146a attached and incorporated into this Addendum as Attachment A.
 2. This Participating Addendum
 3. The NASPO Valuepoint Master Price Agreement OK-MA-145-010 and its Exhibits
 4. Contractor's NASPO ValuePoint contract proposal including best and final offer.
- c. **Shipping and F.O.B. Point:** Prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price), which means delivered to a state agency's receiving dock without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during regular working hours between 8:00 a.m. and 4:30 p.m., Monday through Friday, except holidays.

- d. **Political Subdivisions:** Political subdivisions (State Agencies, Cities, Counties, School Districts and etc.) are permitted to utilize contracts administered by Procurement and Contracts. Conditions included in this contract shall be the same for political subdivisions. The State has no responsibility for payments owed by political subdivisions. The vendor must deal directly with the political subdivision.
- e. **Business Procurement Card:** Agencies may use a Business Procurement Card (Visa) in lieu of a state warrant to pay for its purchases. No additional charges will be allowed for using the card.
- f. **State of Kansas Administrative Fee:** Contractor must pay a 1/2% Administrative Fee to the State of Kansas on all purchases (including political subdivisions) made against this contract. The Administrative Fee is to be based upon the total dollars invoiced under the contract. The Administrative Fee shall be made in check form, payable to the "State of Kansas – Procurement and Contracts" and must be paid within 30 days following the end of each quarter.
- g. **Quarterly Reports:** The vendor is required to submit a quarterly report to Procurement and Contracts (reports@ks.gov) detailing all acquisitions made by the State from this contract. This report should include as a minimum the agency name, quantity, description and amount.
- h. **Contract Reference Number:** The above number has been assigned to this Contract and MUST be shown on all correspondence or other documents associated with this Request and MUST be referred to in all verbal communications.
- i. **Termination for Convenience:** The Kansas Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Kansas Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.
- j. **Rights and Remedies:** If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro rated for that portion of the contract period services were provided to and/or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

- k. **Hold Harmless:** The Contractor shall indemnify the State against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement

of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

1. **Retention of Records:** Unless the State specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

- m. **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.
- n. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
- o. **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA-146a) which is attached, are incorporated by reference and made a part of this contract.

4. **Lease Agreements:** No equipment lease agreements allowed under this Participating Addendum.

5. **Primary Contacts:** The primary contact individual for this participating addendum are as follows (or their named successors):

Contractor

Name	WatchGuard
Address	415 Century Parkway, Allen, TX 75013
Telephone	913-669-3457
Fax	972-423-9778
E-mail	kkeling@watchguardvideo.com or sales@watchguardvideo.com

Participating Entity

Name	Brienne Wilkins
Address	Procurements and Contracts 900 SW Jackson Street, LSOB, 4 th Fl, Rm 451 South Topeka, KS 66612
Telephone	785-296-2770
Fax	785-296-7240
E-mail	brienne.wilkins@ks.gov

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of **Kansas** as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Purchase Order Instructions:

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract # OK-MA-145-010" (2) State of Kansas Contract Number: **43883** (3) Your Name, Address, Contact, & Phone-Number (4) Purchase order amount and itemized list of accessories.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **43883** and the Lead State price agreement number: OK-MA-145-010.

This Participating Addendum and the Master Price Agreement number OK-MA-145-010 (administered by the State of Oklahoma) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Kansas	Contractor: WatchGuard Video
By: 	By: 
Name: Tracy Diel	Name: Mike Burrridge
Title: Director of Purchasing	Title: Senior Vice President of Sales
Date: 10/30/2017	Date: 10/30/17

State of Kansas
 Department of Administration
 DA-146a (Rev. 06-12)

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. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 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 the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and 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.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

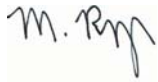
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during 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, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

**CERTIFICATION INDIVIDUAL OR COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF ISRAEL**

In accordance with HB 2409, 2017 Legislative Session, the State of Kansas shall not enter into a contract with any Individual or Company to acquire or dispose of services, supplies, information technology or construction, unless such Individual or Company submits a written certification that such Individual or Company is not currently engaged in a boycott of Israel.

As an Individual or Contractor entering into a contract with the State of Kansas, it is hereby certified that the Individual or Company listed below is not currently engaged in a boycott of Israel.



Signature, Title of Contractor

Date 10/30/17

Mike Burrridge
Printed

WatchGuard, Inc.
Name of Company



BRENT NARGES
Chief of Police

PITTSBURG

POLICE DEPARTMENT

Beard-Shanks Law Enforcement Center
201 North Pine Street
Pittsburg, Kansas 66762
(620) 235-0400

To: City Manager Daron Hall
Chief of Police Brent Narges

From: Major Ben Henderson

Date: October 20, 2021

Subject: Body Worn Camera Purchase

In an effort to help promote better organizational transparency, officer accountability, and evidence collection abilities for successful prosecution, the Police Department has been actively preparing for the integration and implementation of digital body worn cameras into our daily operations. This project has spanned the past several years, and has involved several stages of planning, including legislative review, digital server upgrades, policy development and field testing.

The Police Department is proud to announce that we are now ready to move forward with the acquisition of digital body worn cameras, and is seeking permission from the City Commission to purchase the WatchGuard V300 Body Worn Camera system.

WatchGuard Video is a digital video solutions company that offers in-car cameras and body worn cameras for law enforcement applications, and is a vendor with the Kansas Department of Administration's Office of Procurement & Contracts (re: Contract ID #43883). WatchGuard offers the V300 Body Worn Camera system, which offers detachable batteries, Ethernet wired direct upload to our local server, pre-defined event flagging, adjustable camera resolution and recorded frames rates and pre-event recording options.

Our digital storage solution for this project will consist of on-site storage through our local servers as opposed to cloud based options. We will be able to maintain local control, oversight and security of our own digital video evidence files without incurring ongoing digital storage costs, which are off-site and out of our direct control.

The Police Department is seeking permission from the City Commission to waive the normal bidding process and purchase directly from WatchGuard Video through the Kansas State Purchasing Contract.

The following is a summary of our purchase request:

- Thirty-two (32) of the V300 Body Worn Cameras with magnetic chest mounts, for a purchase price of \$28,640.00.
- Four (4) of the V300 Ethernet Transfer Stations, for a purchase price of \$5,380.00.
- Ten (10) spare rechargeable V300 camera batteries, for a purchase price of \$900.00.
- Evidence Library web server license key, for a purchase price of \$1,000.00.
- Five-year software licensing and support for the 32 V300 cameras, for a purchase price of \$24,000.00.
- Five-year no-fault warranty for the 32 V300 cameras, for a purchase price of \$21,920.00.
- Fifty (50) V300 MOLLE ballistic vest camera mounts, for a purchase price of \$2,250.00
- Software installation service with remote installation and training, for a purchase price of \$1,500.00.

The total combined purchase price for the acquisition of these body worn cameras is \$85,590.00.

Should you have any questions concerning this body worn camera purchase request, please contact me at your convenience. I will also be in attendance at the City Commission meeting should the Commissioners have any questions concerning our request.

Thank you,

Major B. Henderson
Pittsburg Police Dept.



CAPTURE EVERY ENCOUNTER

THE V300 BODY-WORN VIDEO SOLUTION

ENHANCE SAFETY, TRANSPARENCY AND COMMUNITY TRUST

Police officers go above and beyond the call of duty. They need equipment that does the same. Built specifically for law enforcement, the V300 continuous-operation body-worn camera is ready to go when you are with its detachable battery, 128GB of storage space, wireless uploading and Record-after-the-Fact® technology.

Integrated with the technology you use day in and day out to enhance your focus, and combined with powerful device and evidence management software, the V300 body-worn video solution enables you to capture every encounter.





KEEP GOING. YOUR CAMERA WILL TOO.

In a world full of cellphones and connected video devices, sometimes the only reliable witness to an incident is one you carry with you each day. Make sure it's always ready. The V300 continuous operation body-worn camera remains operational well beyond a 12-hour shift, capturing crystal clear video and audio of every encounter from the perspective that matters most.

DETACHABLE BATTERY

Easily change the V300's rechargeable battery while on the go. Keep an extra battery at the ready for unexpectedly long shifts, extra shifts or part-time jobs where a body-worn camera is required.

BUILT-IN DISPLAY

A clear LCD display on the top of the camera allows easy viewing of device status.

RUGGED & DURABLE

Tested ruthlessly to survive in a public safety environment, the V300 is shockproof, and waterproof to IP67.

AUTOMATIC WIRELESS UPLOADING

Send critical video back to headquarters while still in the field. When docked in the car, the V300 body camera uploads to cloud-based or on-premise evidence management systems via wireless networks like LTE and FirstNet, anytime, anywhere.

NATURAL FIELD OF VIEW

Eliminate the fisheye effect from wide-angle lenses that warps video footage. Our distortion-correction technology provides clear and complete video evidence.

ABSOLUTE ENCRYPTION

Elevate your data security with encryption at rest and in transit. The V300 guards your data and your reputation.

RECORD-AFTER-THE-FACT

Go back in time and capture video from events days after they happened, even when a recording wasn't automatically triggered or initiated by the officer.



EXPERIENCE REAL-TIME COLLABORATION BETWEEN DEVICES

Seamlessly integrate footage captured on V300 body-worn cameras with your 4RE system in the field, to gather indisputable evidence of any incident. Protect officers from the moment they leave the vehicle with a body-worn camera designed for shift-long wear, immediate response and in-field offload.

RADIO INTEGRATION

Reduce the officer's workload in stressful moments. When paired with APX radios via Bluetooth®, the V300 will automatically start a recording when the radio enters emergency mode, either from an officer pressing the emergency button on the radio, or from a radio-initiated "man down" event.

4RE IN-CAR VIDEO SYSTEM INTEGRATION

Seamlessly integrate footage captured on V300 body-worn cameras with your 4RE system in the field, to gather indisputable evidence of any incident. Protect officers from the moment they leave the vehicle with a body-worn camera designed for shift-long wear, immediate response and in-field offload.

VEHICLE INTEGRATION

Even if you don't have a 4RE, you can integrate the V300 with your vehicle to trigger a recording automatically, for example when a door is opened, a speed is exceeded, or the lights and siren are activated.

SMARTPHONE INTEGRATION

Complete your desk jobs while you're still out on patrol. The SmartControl companion app enhances your V300 body camera with a powerful toolset. Using your Android™ smartphone, you can review and tag videos, change camera settings, and view live video. Stay efficient with SmartControl.



TAKE BACK TIME WITH STREAMLINED DEVICE & EVIDENCE MANAGEMENT

PLUG INTO AN END-TO-END DIGITAL EVIDENCE MANAGEMENT SOLUTION

Managing the influx of video, images, audio and other content from a variety of different systems can cause a lot of strain for your team. But now, more than ever, this content is vital to accomplishing the right criminal justice outcomes. CommandCentral Evidence is a unified evidence management solution that enables you to aggregate and intelligently organize all of your agency's digital content in one place.

As part of CommandCentral, the industry's most integrated end-to-end public safety software suite, CommandCentral Evidence is powered by our Platform that unifies voice, video, data and analytics – ensuring information moves faster and operations are more effective.

KEY FEATURES

CASE CORRELATION

Intelligent correlation to computer-aided dispatch (CAD) and records management system (RMS) data facilitates faster review of case evidence, alleviating the burden of manually compiling evidence.

UNIFIED SEARCH

Centralizing agency data makes it easier to find the information you need with a Google-like, free text search. You can even save frequent searches so they dynamically update with any new content.

FRAME-BY-FRAME ANALYSIS

Step through video evidence frame-by-frame with granular playback control. You can control the speed of the video, step forward or backward one frame, and preview thumbnails along the video player bar to easily locate the exact video frame you need.

SYNCHRONIZED PLAYBACK

Automatically link video and audio captured by the integrated in-car and body camera system on scene, and then synchronize playback so recorded video and audio from multiple devices can be seen and heard simultaneously.

NATIVE REDACTION

Automated, intuitive redaction, available directly within CommandCentral, helps quickly protect personally identifiable information, without having to leave the application.

VIDEO TRANSCRIPTION

Easily find the information, object, vehicle or person you are looking for with automated video transcription. The video is viewable alongside the transcription, and clicking on sections of the transcript will take you to the corresponding section of the video. The transcript is searchable, and can be downloaded for court use, saving valuable time.

CASE SHARING

Quickly and securely share case content with the community, other agencies and prosecutors, as well as within your own agency. Share select media or the entire case with a case specific link via email. Download content and audit logs to make use of the systems you already have in place. Or make use of our dedicated prosecutor experience, so judicial partners can access all content shared with them – even from multiple agencies – from one, secure location.

BODY CAMERA USAGE INSIGHTS

Dive deeper into your body camera program with CommandCentral Reporting's built-in reports and dashboards. These reports provide insight into body camera usage and adoption, such as average video length and volume, policy compliance, officer behavioral changes and storage consumption to help estimate future storage needs.



EASILY CONFIGURE & ALLOCATE DEVICES

Beyond evidence management, CommandCentral Evidence makes it simple to manage your fleet of cameras. Save individual preference settings such as volume level, screen brightness and field-of-view adjustment, and apply them to future device check outs for that officer. Body-worn cameras can also be easily deployed with a Rapid Check-out Kiosk. A camera can be returned at the end of one shift, electronically reassigned and immediately checked out with a spare battery pack to another officer who is starting the next shift.

STREAMLINE YOUR DIGITAL EVIDENCE WORKFLOW

Knock down the data silos between your teams and tools with the confidence that every detail has been captured and no evidence left behind. In addition to robust, source-agnostic digital evidence management software, CommandCentral Evidence also includes community interaction tools, a secure field response application, and integrated records and evidence management. From citizen to courtroom, intuitively collect, capture, manage and share all case content through one pane of glass that centralizes all evidence types for improved accuracy and collaboration.

STILL WANT TO KEEP DATA ON-PREMISES?

Motorola Solutions offers cloud, on-premises and hybrid deployments for your specific digital evidence management requirements. For agencies that prefer to store digital evidence data on-site, Evidence Library is available as an on-premises digital evidence application. Alternatively, adopt a hybrid model to utilize the advanced cloud functionality of CommandCentral Evidence, while still storing the data on-premises.

GET THE MOST OUT OF YOUR SOLUTION

SERVICES THAT KEEP YOUR SYSTEM WORKING SO YOU CAN KEEP MOVING

INSTALLATION SERVICES

Ensure peak system performance with our site and remote installations services, such as project management, installation, configuration, inspection and testing.

TRAINING & SUPPORT

Maximize operational efficiency with on-site and online training of officers and system administrators. When you need technical support, our certified engineers use the right escalation procedures to bring you a prompt resolution.

HARDWARE WARRANTY

Maintain efficiency and reliability with a one, three or five-year hardware warranty plan with the option to add “no-fault” coverage at a premium.

CAMERA FIRMWARE UPDATES

We are committed to the continual testing and improvement of our firmware. As new revisions become available, these updates will be made available to your agency; fees may apply depending on your licensing agreement.

SOFTWARE MANAGEMENT & MAINTENANCE

With CommandCentral software in the cloud, enjoy automatic updates that push new features to you hassle-free. We also offer support for updates to on-prem software deployments.



CAMERA ACCESSORIES FOR A SOLUTION THAT WORKS THE WAY YOU DO



WGA00640

USB DOCKING BASE

Officers working remotely can easily offload video footage from their camera by plugging the USB docking base into their computer. Upload requires the V300 USB Service for Windows PC, which can be downloaded from the USB dock webpage.



WGA00635

WIFI CAMERA DOCKING BASE

Mounted in your patrol vehicle, this dock contains a WiFi access point to connect body-worn cameras and 4RE in-car cameras in a group recording network. Placing a camera into the dock will also upload content through the car's network.



WGA00650

ETHERNET TRANSFER STATION

A high-capacity charging and offload solution, this dock allows eight cameras and batteries to be charged simultaneously, with a fast ethernet connection for rapid uploading of content. Multiple transfer stations can be interconnected.



WGP02798

MAGNETIC CAMERA MOUNT

Your camera needs to be stable and securely mounted to be effective. This mount uses powerful magnets and quick-release levers to grip your uniform tightly.



WGP02836

MOLLE CAMERA MOUNT

This mount uses 2 adjacent loops across 2 rows of MOLLE webbing to hold your body-worn camera absolutely securely to your uniform.



WGP02614

SPARE CAMERA BATTERY

Extra shift? Overtime? No problem. Your body-worn camera has a detachable battery that can be changed in the field, giving virtually unlimited run-time. Take a spare battery wherever you go, so you're always ready for the unexpected.



Your officers need flexible solutions that can operate the way they do. The V300 continuous operation body-worn camera delivers ruggedness, endurance, and real-time integration with critical law enforcement technologies. Combined with streamlined device and evidence management software, it delivers clear video evidence to enhance safety, transparency and community trust. The V300 body-worn video solution is ready to go above and beyond the call of duty.

Learn more at www.motorolasolutions.com/v300



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. 800-367-2346 motorolasolutions.com

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V300 BODY-WORN CAMERA

Continuous-operation body-worn camera keeps officers moving forward.



KEY FEATURES

INTEGRATED WITH VEHICLE VIDEO SYSTEM

One or more V300 cameras and a 4RE® in-car system can work seamlessly as a single solution, capturing synchronized video of an incident from multiple vantage points.

AUTOMATIC WIRELESS UPLOAD

Send critical video back to headquarters while still in the field. When docked, the V300 uploads to evidence management systems via wireless networks like LTE, anytime, anywhere.

DETACHABLE BATTERY

Easily change the V300's rechargeable battery while on the go. Keep an extra battery at the ready for unexpectedly long shifts.

NATURAL FIELD OF VIEW

Eliminate the fisheye effect from wide-angle lenses that warps video footage. Distortion correction technology provides a clear and complete evidence review process.

SECURE ENCRYPTION

Elevate your data security with encryption at rest and in transit technology. V300 guards your data and your reputation.

CRITICAL EVIDENCE RECOVERY

Never miss capturing a critical incident even days after it happened and a recording wasn't activated.

SYSTEM

Temperature Range (Operational)	-20°C to +60°C; -4°F to +140°F
Field of View	130° Horizontal 73° Vertical, adjustable up + 15° down - 20° (User can adjust vertical field of view)
Dimensions	3.5 in (H) x 2.4 in (W) x 1.1 in (D); 8.9 cm (H) x 6.1 cm (W) x 2.8 cm (D)
Battery Dimensions	2.4 in (H) x 2.5 in (W) x 0.6 in (D); 6.0 cm (H) x 6.4 cm (W) x 1.6 cm (D)
Battery Weight	3.5 oz (99.2 g)
Combined Weight	6.8 oz (192.8 g)
MIL SPEC	MIL-STD-810G
Ingress Protection (IP) Rating	IP67
GPS	Yes
Bluetooth®	Yes 5.0
Wi-Fi®	802.11 n
LCD Display	Battery condition, Memory space used and available, Number of recordings, Incident categories, Current recording duration, Current time/date, Assigned officer name, covert recording status, error codes, Wi-Fi, GPS.
Activity Indicators	Multi-tone speaker, Vibration motor, Colored LED indicators.
Mounting Options	Magnetic Chest Mount Designed to fit perfectly over shirt placket buttons and zippers. MOLLE Mount Two adjacent loops across 2 rows of MOLLE webbing secures the camera to your uniform.



VIDEO RECORDING

Resolutions	1920x1080 (1080p), 1280x720 (720p), 864x480 (480p).
Frames per second	30, 15, 10 and 5 fps (Configurable per agency requirements).
Storage Capacity	128GB / 23 hours of 1080p HD video; 46 hours of 720p HD Video; 114 Hours of 480p SD Video.
Video Compression	H.264 High Profile - reduces file sizes by nearly 50% and provides best image quality to file size ratio.
Group Recording Activation	Integrates with 4RE in-car video system and other V300 body-worn cameras. Bidirectional activation.
Dewarping	Vertical dewarping (removes fisheye effect).
Image Sensor*	4K sensor.
Pre-Event Options	None, 15s, 30s, 45s, 1m, 2m Continuous background recording also available.
Redundancy	Record-After-The-Fact

*Image sensor is 4K but is used for digital turret adjustment. Recording maximum resolution is 1080p.

AUDIO RECORDING

	AAC Audio.
	Acoustic foam chamber blocks wind noise.
High Quality Audio	High-tech membrane blocks water but not sound.
	Dual Audiophile quality solid state microphones, eliminate wind noise.

BATTERY

Type	Lithium Polymer, field-swappable, rechargeable .
Stand-by	Will vary on configuration.
Charging Time	< 4 hours**.

EVIDENCE MANAGEMENT

Evidence Library	Store, manage and share evidence in a cloud-hosted or on-premises system.
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**Using ethernet transfer station.

V300 CAMERA & ACCESSORIES



WGA00625



WGP02614



WGA00635



WGA00650



WGP02836

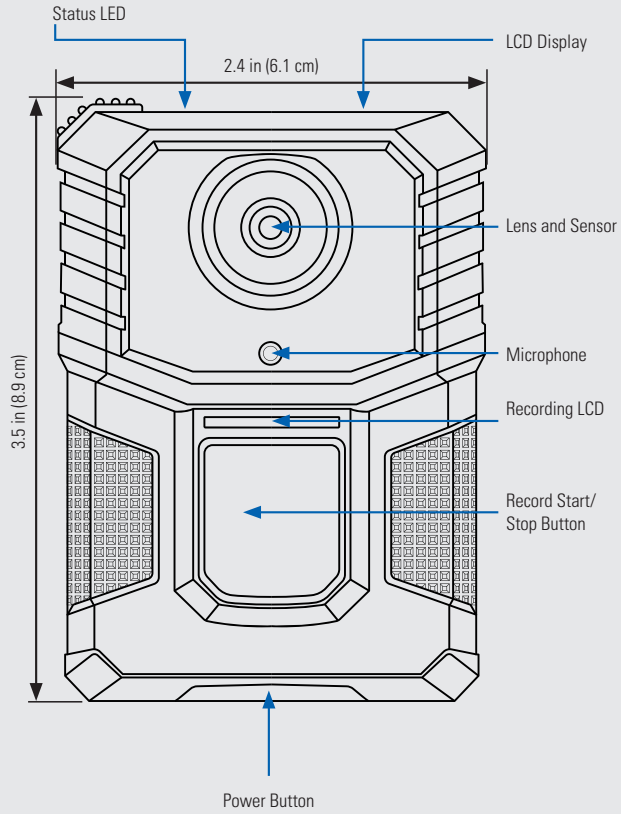


WGP02798

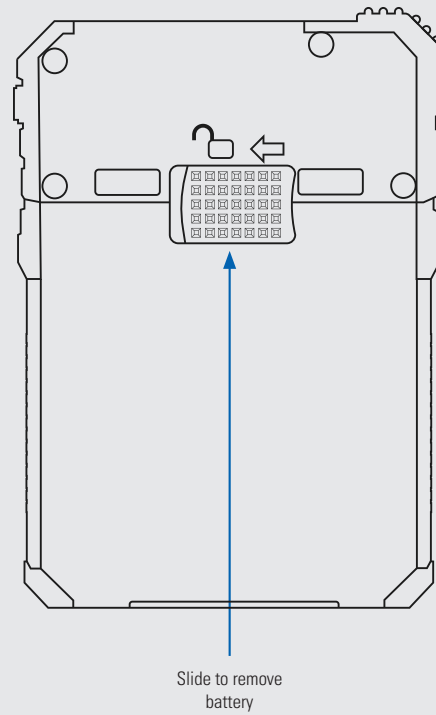
GET THE MOST OUT OF YOUR V300 BODY-WORN CAMERA

WGA00625	V300 Body-Worn Camera
WGP02614	Spare Camera Battery
WGA00635	Wi-Fi Camera Docking Base
WGA00650	Ethernet Transfer Station
WGP02798	Magnetic Camera Mount
WGP02836	MOLLE Camera Mount

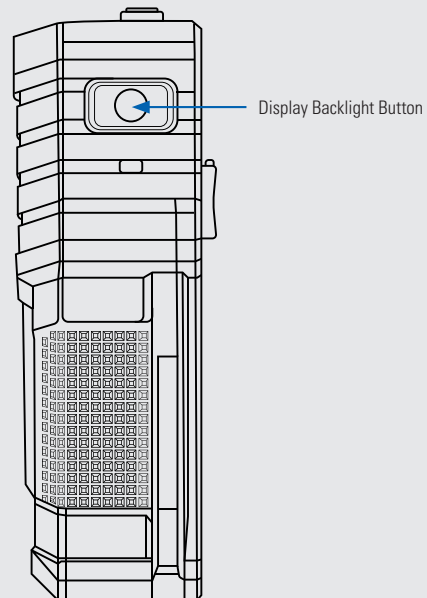
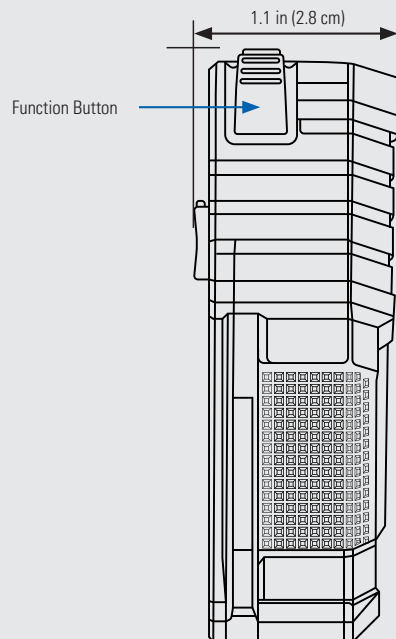
Front



Back



Side





For more information, please visit: www.motorolasolutions.com/v300

Motorola Solutions Inc., 500 W Monroe St, Chicago, IL 60661. U.S.A

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RESOLUTION NO. 1250

A RESOLUTION OF THE CITY OF PITTSBURG, KANSAS, APPROVING THE EXECUTION AND DELIVERY OF AN AGREEMENT TO RELEASE AND ASSIGN THE CITY'S OPIOID CLAIMS TO THE KANSAS ATTORNEY GENERAL AND CERTIFYING COSTS ATTRIBUTABLE TO SUBSTANCE ABUSE AND ADDICTION MITIGATION IN EXCESS OF \$500.

WHEREAS, in 2021, the Kansas Legislature enacted HB 2079, the Kansas Fights Addiction Act (the “Act”), authorizing litigating municipalities such as the City of Pittsburg to access opioid litigation settlement funds and become eligible for certain state grants by entering an agreement releasing the city’s opioid litigation claims to the Attorney General and assigning any future opioid litigation claims to the Attorney General (the “Agreement”); and

WHEREAS, the City of Pittsburg sustained damages related to the opioid epidemic; and

WHEREAS, the City of Pittsburg desires to enter an Agreement releasing and assigning its Claims to the Attorney General in order to access opioid litigation settlement funds and become eligible for certain state grants;

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG KANSAS:

Section 1. Authorization of the Agreement. City hereby authorizes the release of its legal claims arising from covered conduct to the Attorney General, and the assignment of any future legal claims arising from covered conduct to the Attorney General, pursuant to the Agreement by and between the Attorney General and the City in substantially the form presented to and reviewed by the governing body at this meeting (copies of this document shall be on file in the records of the City), with such changes therein as shall be reviewed by the City Attorney and the officials of the City executing such documents.

Section 2. Execution of the Agreement. The Mayor, is hereby authorized and directed to execute, seal, attest and deliver the Agreement in substantially the form presented to and reviewed by the governing body at this meeting and such other settlement agreements, documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution, for and on behalf of the City.

Section 3. Certification of Costs and Expenses. The City hereby certifies that it has incurred costs and expenses related to substance abuse or addiction mitigation in excess of \$500 and the City can utilize the opioid litigation settlement funds for the lawful purposes established in the Kansas Fights Addiction Act and the settlement agreements. The City Manager is hereby authorized to execute, seal, attest and deliver such other documents, certificates and instruments as may be necessary and desirable to certify these costs and expenses or similar costs and expenses, for and on behalf of the City.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED this ____ day of _____ and **SIGNED** by the Mayor.

Mayor

Attested:

City Clerk

REVIEWED AND APPROVED AS TO FORM:

City Attorney