Table of Contents

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, April 26, 2022
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

a. Approval of the April 12, 2022, City Commission Meeting minutes.

b. Approval of the Order vacating part of Randall Drive in the East Meadows Addition and authorize the Mayor to sign the Order on behalf of the City (request of Justin and Anni Beasley).

c. Approval of staff request to utilize the Sales Tax Capital Operating Fund to purchase a 2016 John Deere Progator 2030A from Professional Turf Products, LP, of Lenexa, Kansas, for a total purchase price of $14,045.00, for use by the Parks and Recreation Department at the Four Oaks Golf Course, and authorize staff to issue the necessary purchase order.

d. Approval of staff request to utilize the Sales Tax Capital Operating Fund to purchase a 2016 Toro Workman GTX Electric from Professional Turf Products, LP, of Lenexa, Kansas, for a total purchase price of $10,764.38, for use by the Parks and Recreation Department at the Four Oaks Golf Course, and authorize staff to issue the necessary purchase order.

e. Approval of staff request to utilize the Sales Tax Capital Operating Fund to purchase a new John Deere 5055 Utility Tractor in the amount of $28,430.95 and a TRIMAX 24000 mower in the amount of $41,090.00, for a total purchase price of $59,520.95 after trade, for use by the Parks and Recreation Department at the Four Oaks Golf Course, and authorize staff to issue the necessary purchase order.

f. Approval of the Appropriation Ordinance for the period ending April 26, 2022, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

CONSIDER THE FOLLOWING:

a. REVIEW OF BIDS/AWARD OF SALE - The City of Pittsburg advertised for bids to be received until 11:00 a.m. on April 26, 2022, for the purchase of General Obligation Bonds, Series 2022-A, to be acted upon by the Governing Body at its meeting commencing at 5:30 p.m. The City's Director of Finance, along with a representative from bakertilly, the City's Financial Advisor, will present a verbal recommendation. **Approve or disapprove verbal recommendation.**

b. ORDINANCE NO. S-1084 - Consider approval of Ordinance No. S-1084, authorizing and providing for the issuance of General Obligation Bonds, Series 2022-A, of the City of Pittsburg, Kansas; providing for the levy and collection of annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto. **Approve or disapprove Ordinance No. S-1084 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

c. RESOLUTION NO. 1252 - Consider approval of Resolution No. 1252, prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation Bonds, Series 2022-A, of the City of Pittsburg, Kansas, previously authorized by Ordinance No. S-1084 of the issuer; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith. **Approve or disapprove Resolution No. 1252 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

d. INTERGOVERNMENTAL AGREEMENT - KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT - Consider staff recommendation to enter into an Intergovernmental Agreement with the Kansas Department of Health and Environment (KDHE) in which KDHE will provide various environmental services to the City of Pittsburg on a per-project basis. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Intergovernmental Agreement on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
April 12, 2022

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, April 12, 2022, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Cheryl Brooks presiding and the following members present: Stu Hite, Dawn McNay, Chuck Munsell, and Ron Seglie.

Mayor Brooks led the flag salute.

INVOCATION – Hyunjin Cho, on behalf of the First United Methodist Church, provided an invocation.

APPROVAL OF MINUTES – On motion of McNay, seconded by Hite, the Governing Body approved the March 22, 2022, City Commission Meeting minutes as presented. Motion carried.

PITTSBURG PUBLIC LIBRARY BOARD OF TRUSTEES APPOINTMENTS – On motion of McNay, seconded by Hite, the Governing Body approved staff request to appoint Monica LaForte and Jaime Dalton to first four-year terms as members of the Pittsburg Public Library Board of Trustees effective May 1, 2022, and concluding on April 30, 2026. Motion carried.

DISPOSITION OF BIDS – ASPHALTIC CONCRETE MATERIAL – On motion of McNay, seconded by Hite, the Governing Body approved staff recommendation to award the bid for the provision of asphaltic concrete material for the 2022 City Sales Tax Street Program and Crawford County, Kansas, consisting of an estimated total of 17,500 tons of asphaltic concrete base and surface mix to Heckert Construction Co., Inc., of Pittsburg, Kansas, based on their bids of: $75.06 per ton SM9.5A (Virgin Mix) Asphalt; $73.03 per ton SM12.5A (Virgin Mix) Asphalt; $70.84 per ton SM19A (Virgin Mix) Asphalt; and an hourly cost for tandem truck delivery to Pittsburg, and authorized the Mayor and City Clerk to execute the contract documents once prepared. Motion carried.

BOBCAT COMPACT TRACK LOADER PURCHASE – On motion of McNay, seconded by Hite, the Governing Body approved staff request to purchase a Bobcat T770 T4 Compact Track Loader through the cooperative purchase agreement for use by the Stormwater Collection Division of the Public Utilities Department in the amount of $73,525.40, and authorized the issuance of the necessary purchase order. Motion carried.

WATER SERVICE – JAMESON – On motion of McNay, seconded by Hite, the Governing Body approved the application submitted by Bruce Jameson for water service outside the City of Pittsburg, Kansas, Corporate Limits to property located at 613 South 69 Highway. Motion carried.

DISPOSITION OF BIDS – TENNIS COURT CONVERSION PROJECT – On motion of Munsell, seconded by McNay, the Governing Body approved staff recommendation to award the bid for the conversion of two tennis courts to six pickleball courts at the Four Oaks Complex to Gerald Perry Tennis Co. Inc., of Springfield, Missouri, in the amount of $29,850.00, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of McNay, seconded by Hite, the Governing Body approved the Appropriation Ordinance for the period ending April 12th, 2022, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Hite, McNay, Munsell and Seglie. Motion carried with Brooks abstaining due to a conflict.

VACATION - BEASLEY - On motion of Hite, seconded by Munsell, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by Justin and Anni Beasley to vacate a portion of Randall Drive in the East Meadows Addition, and directed the preparation of the necessary Order. Motion carried.

ARVEST BANK - P & L DEVELOPMENT - SUBORDINATION AGREEMENTS – On motion of McNay, seconded by Hite, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to enter into new Subordination Agreements with Arvest Bank and P & L Development, LLC, relating to the Silverback housing development, as Arvest Bank is increasing its loan amount by $288,000 on 1907 Carnie Smith (Lot #4), $273,600 on 1901 Carnie Smith (Lot #1) and $312,000 on 1632 Lou Martin (Lot #118), and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried with Brooks voting in opposition.

HUMAN RELATIONS COMMISSION APPOINTMENTS - On motion of Munsell, seconded by Seglie, the Governing Body appointed Jackeline Poroj and Joella R. Reid Skyles to unexpired terms as members of the Human Relations Commission effective immediately and concluding on December 31, 2022. Motion carried.

ATKINSON MUNICIPAL AIRPORT APRON RECONSTRUCTION PROJECT – On motion of Hite, seconded by McNay, the Governing Body awarded the bid for the Atkinson Municipal Airport Apron Reconstruction Project in the amount of $2,253,974.20 to Amino Brothers Company, Inc., of Kansas City, Kansas, pending FAA Concurrence of Award, and increased the City's match for the project from $167,250 to $232,222, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

MONTEE INDUSTRIAL PARK LEASE – On motion of Seglie, seconded by Munsell, the Governing Body approved staff recommendation to enter into a ten-year Long Form Land Lease with Watco Transloading, L.L.C., for approximately twenty acres located in the Montee Industrial Park at a price of $1 per year, and authorized the Mayor to sign the lease on behalf of the City. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

STREET SIGNS - Commissioner Seglie noted that many signs in the City are catawampus and are in need of repair. Director of Public Works and Utilities Matt Bacon encouraged citizens to utilize the SeeClickFix app to report damaged signs to the City.

TRAFFIC SIGNAL POLES – Commissioner Seglie noted that the traffic signal poles at 4th and Pine need of a fresh coat of paint. City Manager Daron Hall discussed an upcoming right-of-way maintenance program that will focus on main corridors within the City.

STREET SWEEPER – Commissioner Seglie asked if the street sweeper is in use. Mr. Bacon confirmed that the street sweeper is used on a daily basis.

ADJOURNMENT: On motion of McNay, seconded by Seglie, the Governing Body adjourned the meeting at 5:59 p.m. Motion carried.

____
Cheryl L. Brooks, Mayor

ATTEST:

____
Tammy Nagel, City Clerk

ORDER VACATING A PORTION OF A STREET

AN ORDER, vacating a portion of Randall Drive, 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 March 3, 2022, pursuant to K.S.A. 12-504;

WHEREAS, said public hearing was held on March 28, 2022, 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 Randall Drive in the City of Pittsburg, Crawford County, State of Kansas, according to the recorded Plat thereof, being more particularly described as follows:

> That part of Randall Drive in East Meadows Addition starting at the southerly property line of Lots 15 and 24, in Block 1, of the East Meadows Addition and running northeasterly approximately 225 feet more or less to the end of the cul-de-sac; said street right-of-way proposed to be vacated is bordered by Lots 15, 16, 17, 22, 23, and 24, in Block 1, of the East Meadows Addition to Pittsburg, Kansas

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 26th day of April, 2022.

____

Mayor – Cheryl Brooks

ATTEST:

____

City Clerk – Tammy Nagel

(SEAL)

City of Pittsburg
Forward Together.

DEPARTMENT OF PUBLIC WORKS & UTILITIES
1506 North Walnut · Pittsburg KS 66762
(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: April 20, 2022

SUBJECT: Agenda Item – April 26, 2022
Purchase of 2016 John Deere Progator

Staff is requesting Governing Body approval for the purchase of a used 2016 John Deere PROGATOR 2030A with 1,940 house and 4WD from Professional Turf Products LP in Lenexa KS, for the Parks and Recreation department to be utilized by the Four Oaks Golf Course. The total purchase amount is $14,045.00

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 26th, 2022. Action necessary will be approval or disapproval of staff's request and, if approved, authorize the issuance of the necessary purchase requisition. Purchase will be paid for utilizing Sales Tax Capital Operating fund.

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

Attachments: Product Quotation
Photos

Professional Turf Products, L.P.
10935 Eicher Dr.
Lenexa, Kansas 66219
Brad Gray
913 915-6783
grayb@proturf.com

TORO Count on It.

Ship To	Four Oaks Golf Course	Date:	4/5/2022
Bill To		Tax Rate	
Contact	Kris Loy	Destination	
Address	910 Memorial Dr. Pittsburg, KS 66762-6905	Trade-In	
		Finance	
Phone	(620) 687-0417	Account Type	STD
Email	kris.loy@pittks.org	QMS: ID	Pre-Owned
Comments:	Applicable Property and Sales Tax Not Included. Quote inclusive of Delivery to Pittsburg KS address identified. Unit noted below is quoted AS-IS with no warranty but guaranteed to start and run.		

Proposal

Qty	Tag #	Description		Extended
1	TAG-252-234	2016 JD PROGATOR 2030A Diesel with 1,940 Hours & 4WD	$	14,045.00
		Pre-Owned AS-IS	$	**14,045.00**

SubTotal	$	**14,045.00**
Destination		**Included**
Tax (Estimated)	$	-
TOTAL	$	**14,045.00**

Comments:

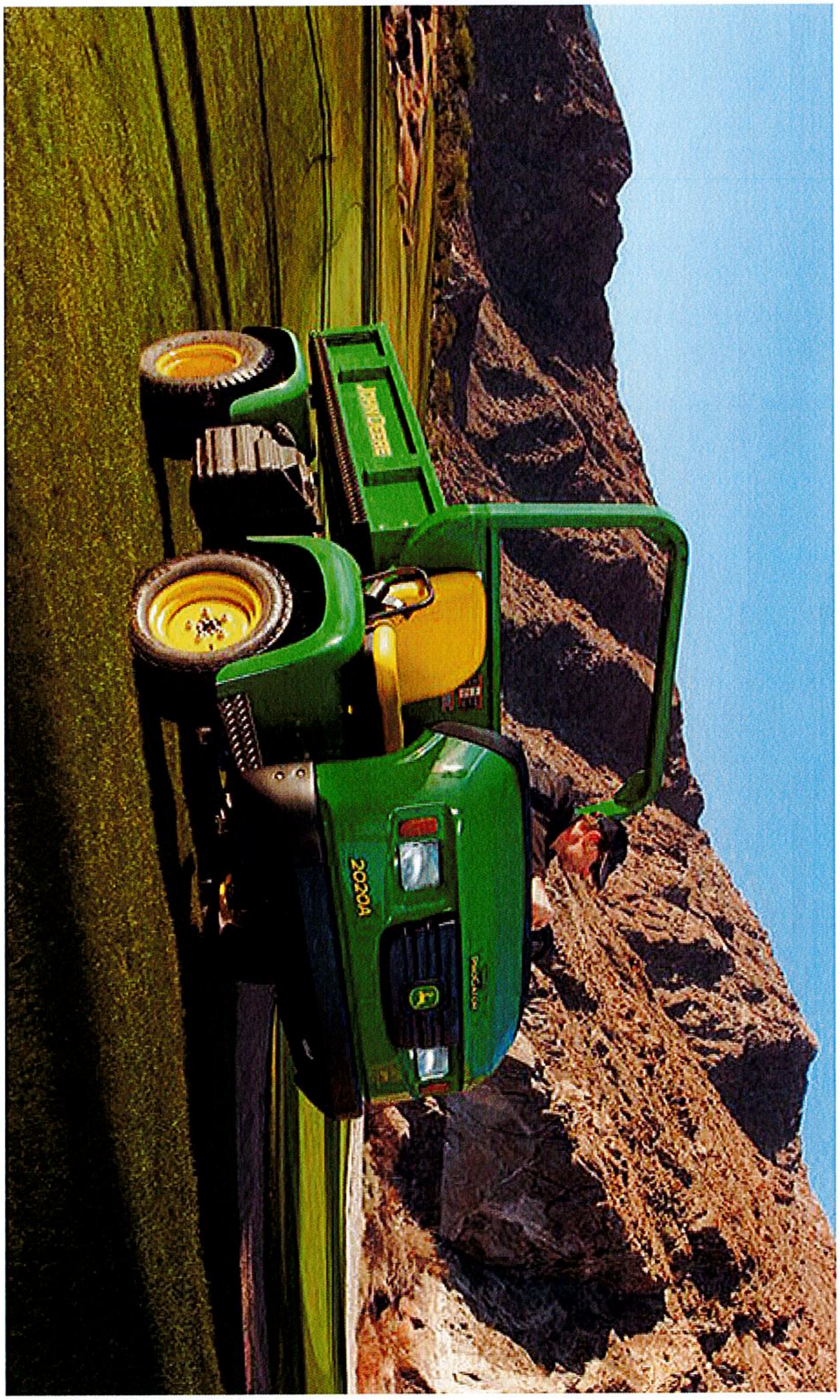
For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:
1. Prices & Finance Rates are subject to change at any time.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
   A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
   B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
   C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:
1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:
1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
   A. PTP will work with third party financial institutions to secure leases when requested to do so.
   B. When using third party financiers, documentation fees & advance payments may be required.
   C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
   D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: ______________________ Date: ______________


JOHN DEERE
2020A

City of Pittsburg
Forward Together.

DEPARTMENT OF PUBLIC WORKS & UTILITIES

1506 North Walnut · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: April 20, 2022

SUBJECT: Agenda Item – April 26, 2022
Purchase of 2016 Toro Workman GTX Electric

Staff is requesting Governing Body approval for the purchase of a used 2016 TORO Workman GTX Electric with 285 Hours, Canopy, Windshields and trash can mount from Professional Turf Products LP in Lenexa KS, for the Parks and Recreation department to be utilized by the Four Oaks Golf Course. The total purchase amount is $10,764.38

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 26th, 2022. Action necessary will be approval or disapproval of staff's request and, if approved, authorize the issuance of the necessary purchase requisition. Purchase will be paid for utilizing Sales Tax Capital Operating fund.

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

Attachments: Product Quotation
Photos

Professional Turf Products, L.P.
10935 Eicher Dr.
Lenexa, Kansas 66219
Brad Gray
913 915-6783
grayb@proturf.com

Ship To	Four Oaks Golf Course	Date:	4/5/2022
Bill To		Tax Rate	
Contact	Kris Loy	Destination	
Address	910 Memorial Dr. Pittsburg, KS 66762-6905	Trade-In	
		Finance	
Phone	(620) 687-0417	Account Type	STD
Email	kris.loy@pittks.org	QMS: ID	Demo
Comments:	Applicable Property and Sales Tax Not Included. Quote inclusive of Delivery to Pittsburg KS address identified. Unit noted below is quoted AS-IS with no warranty but guaranteed to run after adequate charge.		

Proposal

Qty	Model #	Description		Extended
1	07043	2016 Workman GTX Electric Demo Serial Number 402927316 with 285 Hours, Canopy, Windshield & Trash Can Mount **Demo Workman GTX**	$	10,764.38

SubTotal	$	10,764.38
Destination		Included
Tax (Estimated)	$	-
TOTAL	$	10,764.38

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:
1. Prices & Finance Rates are subject to change at any time.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
   A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
   B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
   C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:
1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:
1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
   A. PTP will work with third party financial institutions to secure leases when requested to do so.
   B. When using third party financiers, documentation fees & advance payments may be required.
   C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
   D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: ______________________ Date: ______________

*Workman GTX Lifted Lithium-Ion Model shown.

DEPARTMENT OF PUBLIC WORKS & UTILITIES
1506 North Walnut · Pittsburg KS 66762
(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: April 20, 2022

SUBJECT: Agenda Item – April 26th 2022
John Deere 5055E Utility Tractor and TRIMAX 2400 mower

City staff is requesting the purchase of a new John Deere 5055 Utility Tractor in the amount of $28,430.95 and a TRIMAX 24000 mower in the amount of $41,090.00. The city will be trading in a 2012 John Deere 7700 for $10,000. Total purchase request after trade in is $59,520.95. Staff is requesting purchase under the cooperative purchasing allowed under the City's purchasing policy utilizing Sourcewell contract pricing.

Equipment purchased will be utilized by the Parks and Recreation Department for the Four Oaks Golf Course.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, April 26, 2022. Action necessary will be approval or disapproval of John Deere 5055E Utility Tractor and TRIMAX 2400 MOWER, if approved, authorize the Mayor to execute the purchasing documents. Purchase will be paid for utilizing Sales Tax Capital Operating fund.

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

Attachment: John Deere Quote Summary for 5055E Utility Tractor and TRIMAX 2400
Trade In Quote
Photo

JOHN DEERE

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

Terrill Elliot

Van-Wall Equipment, Inc.
9650 Dice Lane
Lenexa, KS 66215

Tel: 913-397-6009
Fax: 913-397-6090
Email: terry.elliot@vanwall.com

- [ ] Vendor: Deere & Company
  2000 John Deere Run
  Cary, NC 27513
- [ ] Signature
- [ ] Shipping address
- [ ] Billing address
- [ ] Billing email address

If information is not included, the Purchase Order or Letter of Intent will be returned.

The John Deere Government Sales Team

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):	ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580; DUNS#: 60-7690989	Van-Wall Equipment, Inc. 9650 Dice Lane Lenexa, KS 66215 913-397-6009 mailbot.jd@vanwall.com

Quote Summary

Prepared For:
FOUR OAKS GOLF COURSE
719 W.20TH ST.
Po Box 688
PITTSBURG, KS 66762
Business: 620-230-5585

Delivering Dealer:
Van-Wall Equipment, Inc.
Terrill Elliot
9650 Dice Lane
Lenexa, KS 66215
Phone: 913-397-6009
terry.elliot@vanwall.com

Sourcewell Membership ID# 154000

Quote ID:	26380405
Created On:	01 April 2022
Last Modified On:	04 April 2022
Expiration Date:	01 May 2022

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 5055E Utility Tractor - 1PY5055ECMN153245	$ 33,059.24	$ 28,430.95	X	1	=	$ 28,430.95
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)						
Price Effective Date: November 22, 2021						
TRIMAX S2400	$ 41,090.00	$ 41,090.00	X	1	=	$ 41,090.00
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)						
Price Effective Date:						
Equipment Total						**$ 69,520.95**

Trade In Summary	Qty	Each	Extended
2012 JOHN DEERE 7700	1	$ 10,000.00	$ 10,000.00
PayOff			$ 0.00
Total Trade Allowance			$ 10,000.00
Trade In Total			**$ 10,000.00**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 69,520.95
Trade In	$ (10,000.00)
SubTotal	**$ 59,520.95**

Salesperson : X ______________

Accepted By : X ______________

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Van-Wall Equipment, Inc.
9650 Dice Lane
Lenexa, KS 66215
913-397-6009
mailbot.jd@vanwall.com

Est. Service Agreement Tax	$ 0.00
Total	$ 59,520.95
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 59,520.95**

Salesperson : X ______________

Accepted By : X ______________

JOHN DEERE

Selling Equipment

Quote Id: 26380405 **Customer Name:** FOUR OAKS GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Van-Wall Equipment, Inc.
9650 Dice Lane
Lenexa, KS 66215
913-397-6009
mailbot.jd@vanwall.com

JOHN DEERE 5055E Utility Tractor - 1PY5055ECMN153245

Hours: 0000
Stock Number:
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)
Price Effective Date: November 22, 2021

Suggested List *
$ 33,059.24
Selling Price *
$ 28,430.95

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1736LV	5055E Utility Tractor	1	$ 26,047.00	14.00	$ 3,646.58	$ 22,400.42	$ 22,400.42
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
0409	English Operator's Manual and Decal Kit	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
1363	9F/3R SyncShuttle™ Transmission (TSS)	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
1799	Less Loader Prep Package	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
2000	Open Operator Station - 2WD	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
3400	Less Mid Valves	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
5185	16.9-28 In. 6PR R1 Bias	1	$ 282.00	14.00	$ 39.48	$ 242.52	$ 242.52
6020	Two-Wheel Drive (2WD)	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
6102	7.50-16 In. 6PR F2 Bias	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 282.00**		**$ 39.48**	**$ 242.52**	**$ 242.52**
	Dealer Attachments/Non-Contract/Open Market						
R262449	Front Weight Support, 55kg (121 lb)	1	$ 540.74	14.00	$ 75.70	$ 465.04	$ 465.04
R127764	Weight, front suitcase 43 kg (95 lb) quantity of one	5	$ 141.90	14.00	$ 19.87	$ 610.15	$ 610.15
22.5LL-16.1 & 27x12-	(ALLIED) Galaxy Tires	1	$ 5,480.00	14.00	$ 767.20	$ 4,712.80	$ 4,712.80
	Dealer Attachments Total		**$ 6,730.24**		**$ 942.25**	**$ 5,787.99**	**$ 5,787.99**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 33,059.24**		**$ 4,628.31**	**$ 28,430.93**	**$ 28,430.93**

JOHN DEERE

Selling Equipment

Quote Id: 26380405 **Customer Name:** FOUR OAKS GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Van-Wall Equipment, Inc.
9650 Dice Lane
Lenexa, KS 66215
913-397-6009
mailbot.jd@vanwall.com

TRIMAX S2400

Equipment Notes:
Hours: 0
Stock Number:
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)
Price Effective Date:

Suggested List *
$ 41,090.00
Selling Price *
$ 41,090.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
S2 400	Trimax 13' Snake	1	$ 41,090.00	0.00	$ 0.00	$ 41,090.00	$ 41,090.00
Total Selling Price			**$ 41,090.00**		**$ 0.00**	**$ 41,090.00**	**$ 41,090.00**

JOHN DEERE

Trade-in

Quote Id: 26380405 **Customer Name:** FOUR OAKS GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

2012 JOHN DEERE 7700

Machine Details

Description	**Net Trade Value**
2012 JOHN DEERE 7700	**$ 10,000.00**

Your Trade In Description

Additional Options	
Hour Meter Reading	1290
Total	**$ 10,000.00**


JOHN DEERE
5055 E

QUIKLIFT

QuikLift, also known as 'Cross Cut', enables all three mower decks to be raised just off the ground without disengaging the PTO. This improves productivity by allowing the mower to traverse gravel driveways or paths and quickly turn at berms.

AUTO BELT TENSIONER

The Auto Belt Tensioner eliminates the need for belt adjustments. It prevents the fitting of belts in the incorrect configuration and improves drive to the Spindle.

LAZERBLADEZ™

Snake is fitted with Trimax LazerBladez™, a blade system with a carefully engineered centre of gravity and distinctive tilt-forward blade design unique to Trimax. Utilising the LazerBladez™ full length cutting edge, Snake produces a clean finish even when mowing at high ground speeds. LazerBladez™ are made with high grade alloy steel providing a significant increase in blade and bolt life for added safety and lower operating costs.

ZERO TURN

Continuous cutting while turning for areas such as berms, tight spaces and around trees.

UP TO 50HR PTO GREASE

With the use of our new FLEX CONE, we can prevent dust and external agents getting trapped in the bearings, also minimising the risk of PTO's coming in contact with the rotating parts of the drives. This greatly reduces the amount of greasing required, extending intervals out by as much as 50 hours.

LOCTEK

A patent pending stubless roller bearing system for vastly increased retention, bearing life and replacement ease. Unique to Trimax Mowing Systems.

3 YEAR WARRANTY

3 Year Warranty

We build mowers that last! Our market leading 3 year warranty proves we stand behind our products and you can have confidence in your purchase decision.

FULL WIDTH ROLLERS

Full width rollers minimises scalping in extreme undulating conditions and allows mowing over kerbsides, bunkers and potholes without blade strike.


trimax

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 4/05/2022 THRU 4/19/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	4/08/2022			190798		
C-CHECK	VOID CHECK	V	4/08/2022			190799		
C-CHECK	VOID CHECK	V	4/08/2022			190811		
C-CHECK	VOID CHECK	V	4/15/2022			190843		
C-CHECK	VOID CHECK	V	4/15/2022			190844		
C-CHECK	VOID CHECK	V	4/19/2022			190883		
C-CHECK	VOID CHECK	V	4/19/2022			190884		
C-CHECK	VOID CHECK	V	4/19/2022			190885		

* * 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:	8	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: * TOTALS:	8	0.00	0.00	0.00
BANK: * TOTALS:	8	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 4/05/2022 THRU 4/19/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0224	KDOR	D	4/05/2022			000000		6,152.03
0224	KDOR	D	4/06/2022			000000		1,522.90
0321	KP&F	D	4/15/2022			000000		47,411.06
0728	ICMA	D	4/15/2022			000000		1,291.56
1050	KPERS	D	4/15/2022			000000		41,124.26
3570	AMERICAN EXPRESS, INC	D	4/05/2022			000000		9.01
5677	BANK OF AMERICA, INC	D	4/05/2022			000000		24.95
6415	GREAT WEST TANDEM KPERS 457	D	4/15/2022			000000		5,481.00
6952	ADP INC	D	4/15/2022			000000		8,527.17
7290	DELTA DENTAL OF KANSAS INC	D	4/08/2022			000000		2,410.69
7290	DELTA DENTAL OF KANSAS INC	D	4/15/2022			000000		5,559.38
7877	TRUSTMARK HEALTH BENEFITS INC	D	4/07/2022			000000		15,807.66
7877	TRUSTMARK HEALTH BENEFITS INC	D	4/14/2022			000000		18,482.44
8526	HEALTH PLANS, INC	D	4/15/2022			000000		20,228.13
2004	AIRE-MASTER OF AMERICA, INC.	E	4/11/2022			014934		63.28
6528	GALE GROUP/CENGAGE	E	4/11/2022			014935		205.53
8400	TK ELEVATOR CORPORATION	E	4/11/2022			014936		3,870.32
8528	SARANN AUTO LEASING, INC.	E	4/11/2022			014937		1,800.00
8560	SOUTHERN UNIFORM AND TACTICAL,	E	4/11/2022			014938		996.76
0044	CRESTWOOD COUNTRY CLUB	E	4/11/2022			014939		642.15
0046	ETTINGERS OFFICE SUPPLY	E	4/11/2022			014940		1,062.74
0055	JOHN'S SPORT CENTER, INC.	E	4/11/2022			014941		553.50

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 4/05/2022 THRU 4/19/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0087	FORMS ONE, LLC	E	4/11/2022			014942		445.00
0105	PITTSBURG AUTOMOTIVE	E	4/11/2022			014943		182.80
0112	MARRONES INC	E	4/11/2022			014944		390.60
0133	JIM RADELL CONSTRUCTION COMPAN	E	4/11/2022			014945		9,432.90
0135	PITTSBURG AREA CHAMBER OF COMM	E	4/11/2022			014946		21,250.00
0181	INGRAM LIBRARY SERVICES	E	4/11/2022			014947		23.05
0194	KANSAS STATE TREASURER	E	4/11/2022			014948		4,698.96
0202	CLIFF HIX ENGINEERING INC	E	4/11/2022			014949		492.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	4/11/2022			014950		60.50
0292	UNIFIRST CORPORATION	E	4/11/2022			014951		66.00
0317	KUNSHEK CHAT & COAL CO, INC.	E	4/11/2022			014952		4,809.74
0328	KANSAS ONE-CALL SYSTEM, INC	E	4/11/2022			014953		354.00
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	4/11/2022			014954		2,950.00
0422	DEMCO, INC	E	4/11/2022			014955		284.24
0516	AMERICAN CONCRETE CO INC	E	4/11/2022			014956		16,137.92
0534	TYLER TECHNOLOGIES INC	E	4/11/2022			014957		15,080.00
0597	CORNEJO & SONS LLC	E	4/11/2022			014958		425.97
0746	CDL ELECTRIC COMPANY INC	E	4/11/2022			014959		1,735.60
0866	AVFUEL CORPORATION	E	4/11/2022			014960		39,271.17
1097	BARCO MUNICIPAL PRODUCTS INC	E	4/11/2022			014961		380.40
1478	KANSASLAND TIRE #1828	E	4/11/2022			014962		360.91
1792	B&L WATERWORKS SUPPLY, LLC	E	4/11/2022			014963		632.97

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 4/05/2022 THRU 4/19/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2005	GALLS PARENT HOLDINGS, LLC	E	4/11/2022			014964		125.00
2921	DATAPROSE LLC	E	4/11/2022			014965		5,181.46
2994	COMMERCIAL AQUATIC SERVICE INC	E	4/11/2022			014966		12,076.80
3305	FBI - LEEDA	E	4/11/2022			014967		2,085.00
4307	HENRY KRAFT, INC.	E	4/11/2022			014968		385.45
4618	TRESA LYNNE MILLER	E	4/11/2022			014969		1,492.42
5482	JUSTIN HART	E	4/11/2022			014970		70.00
5855	STERICYCLE, INC.	E	4/11/2022			014971		52.74
5855	STERICYCLE, INC.	E	4/11/2022			014972		99.03
5883	SPROULS CONSTRUCTION INC	E	4/11/2022			014973		135,874.45
6175	HENRY C MENGHINI	E	4/11/2022			014974		330.00
6389	PROFESSIONAL TURF PRODUCTS LP	E	4/11/2022			014975		43,177.45
6577	GREENSPRO INC	E	4/11/2022			014976		1,350.00
6851	SCHULTE SUPPLY INC	E	4/11/2022			014977		1,825.98
7852	TRIA HEALTH, LLC	E	4/11/2022			014978		2,044.94
7959	ALL ABOARD FOUNDATION	E	4/11/2022			014979		2,560.16
8200	PLUNKETT'S PEST CONTROL INC	E	4/11/2022			014980		974.00
8325	FLEET FUELS LLC	E	4/11/2022			014981		47.85
8337	BLACKSTONE AUDIO, INC.	E	4/11/2022			014982		289.64
8548	ISELA AYALA	E	4/11/2022			014983		25.00
8554	LACEY O'BRIEN	E	4/11/2022			014984		478.00
7392	ASSURECO RISK MANAGEMENT & REG	E	4/18/2022			014986		350.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 4/05/2022 THRU 4/19/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7567	MERIDIAN OIL & EQUIPMENT LLC	E	4/18/2022			014987		617.00
8567	SPORT SURFACE MANAGEMENT, LLC	E	4/18/2022			014988		800.00
0046	ETTINGERS OFFICE SUPPLY	E	4/18/2022			014989		84.12
0054	JOPLIN SUPPLY COMPANY	E	4/18/2022			014990		3,055.56
0055	JOHN'S SPORT CENTER, INC.	E	4/18/2022			014991		441.00
0087	FORMS ONE, LLC	E	4/18/2022			014992		312.00
0101	BUG-A-WAY INC	E	4/18/2022			014993		160.00
0105	PITTSBURG AUTOMOTIVE	E	4/18/2022			014994		123.54
0133	JIM RADELL CONSTRUCTION COMPAN	E	4/18/2022			014995		4,820.40
0201	SPICER-ADAMS WELDING, INC.	E	4/18/2022			014996		49.58
0317	KUNSHEK CHAT & COAL CO, INC.	E	4/18/2022			014997		5,251.76
0335	CUSTOM AWARDS, LLC	E	4/18/2022			014998		214.17
0455	LARRY BARRETT BODY * FRAME * T	E	4/18/2022			014999		1,885.60
0534	TYLER TECHNOLOGIES INC	E	4/18/2022			015000		14,498.75
0577	KANSAS GAS SERVICE	E	4/18/2022			015001		1,413.26
0623	CALVIN JONES	E	4/18/2022			015002		440.00
0746	CDL ELECTRIC COMPANY INC	E	4/18/2022			015003		26,544.67
0866	AVFUEL CORPORATION	E	4/18/2022			015004		35,901.30
0961	KANSAS JUDICIAL COUNCIL	E	4/18/2022			015005		190.00
2035	O'BRIEN ROCK CO., INC.	E	4/18/2022			015006		1,325.00
2767	BRENNTAG SOUTHWEST, INC	E	4/18/2022			015007		2,512.28
2960	PACE ANALYTICAL SERVICES LLC	E	4/18/2022			015008		720.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3261	PITTSBURG AUTO GLASS	E	4/18/2022			015009		225.00
3281	USA BLUE BOOK	E	4/18/2022			015010		674.67
3802	BRENNTAG MID-SOUTH INC	E	4/18/2022			015011		2,185.00
4059	PSU - PRINTING & DESIGN SERVI	E	4/18/2022			015012		47.09
4621	JCI INDUSTRIES INC	E	4/18/2022			015013		25,435.00
5049	CRH COFFEE INC	E	4/18/2022			015014		56.00
7239	JERRY MILLER	E	4/18/2022			015015		2,546.00
7284	TRANSYSTEMS CORPORATION	E	4/18/2022			015016		24,265.00
7377	US AWARDS INC	E	4/18/2022			015017		300.00
7427	OLSSON INC	E	4/18/2022			015018		95.00
7629	EARLES ENGINEERING & INSPECTIO	E	4/18/2022			015019		66,824.13
7930	SANDERSON PIPE CORPORATION	E	4/18/2022			015020		6,664.00
8206	LINDE INC	E	4/18/2022			015021		2,590.40
8309	MISSISSIPPI LIME COMPANY	E	4/18/2022			015022		7,669.20
8449	ENCORE ENERGY SERVICES, INC.	E	4/18/2022			015023		3,527.54
8457	PENSKE COMMERCIAL VEHICLES US,	E	4/18/2022			015024		2,366.44
8548	ISELA AYALA	E	4/18/2022			015025		25.00
8573	GREENING ENTERPRISE, INC	E	4/18/2022			015026		240.00
6088	1ST DUE EMERGENCY RESPONSE SOL	R	4/08/2022			190793		1,486.61
6154	4 STATE MAINTENANCE SUPPLY INC	R	4/08/2022			190794		182.31
1	ADONIRIAN, ARNOLDO	R	4/08/2022			190795		400.00
1	AMERICAN CONTRACTORS, LLC	R	4/08/2022			190796		1,016.63

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0523	AT&T	R	4/08/2022			190797		9,731.09
8542	B&B TECHNOLOGIES	R	4/08/2022			190800		38.31
1	BEST, JOHN	R	4/08/2022			190801		896.25
5480	BITNER MOTORS	R	4/08/2022			190802		73.24
1006	COMMUNITY NATIONAL BANK	R	4/08/2022			190803		46,422.96
4263	COX COMMUNICATIONS KANSAS LLC	R	4/08/2022			190804		692.68
4263	COX COMMUNICATIONS KANSAS LLC	R	4/08/2022			190805		500.53
4263	COX COMMUNICATIONS KANSAS LLC	R	4/08/2022			190806		29.38
4263	COX COMMUNICATIONS KANSAS LLC	R	4/08/2022			190807		96.07
4263	COX COMMUNICATIONS KANSAS LLC	R	4/08/2022			190808		91.55
4263	COX COMMUNICATIONS KANSAS LLC	R	4/08/2022			190809		78.21
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	4/08/2022			190810		1,291.18
8370	WEX HEALTH, INC.	R	4/08/2022			190812		287.04
1108	EVERGY KANSAS CENTRAL INC	R	4/08/2022			190813		24,558.45
0118	FED EX	R	4/08/2022			190814		37.30
7830	CITY OF FRONTENAC	R	4/08/2022			190815		33.28
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	4/08/2022			190816		126.92
1	IBARRA, MARCO	R	4/08/2022			190817		819.37
7680	IMA, INC.	R	4/08/2022			190818		9,375.00
6343	KANSAS DEPT OF LABOR	R	4/08/2022			190819		136.00
1	KANSAS REGISTER	R	4/08/2022			190820		105.00
0225	KDOR	R	4/08/2022			190821		9,810.98

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 4/05/2022 THRU 4/19/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0226	KDOR LIQUOR TAX	R	4/08/2022			190822		7.00
8431	CHARLES KITCHIN	R	4/08/2022			190823		140.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	4/08/2022			190824		381.92
8377	LONGAN CONSTRUCTION COMPANY	R	4/08/2022			190825		1,009.47
7945	LUCKY-BUT LAWN CARE, LLC	R	4/08/2022			190826		40.00
8417	FRED LUNDIEN	R	4/08/2022			190827		100.00
8571	DILLION MCKINZIE	R	4/08/2022			190828		80.00
8570	DUSTIN RONALD MILLER	R	4/08/2022			190829		80.00
1	MOORE, DONNA	R	4/08/2022			190830		20.00
8505	PITTSBURG PUBLISHING COMPANY,	R	4/08/2022			190831		208.50
8507	PITTSBURG PUBLISHING COMPANY,	R	4/08/2022			190832		60.00
7480	RODGER PETRAIT	R	4/08/2022			190833		140.00
8118	FRANK E ROBISON	R	4/08/2022			190834		100.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	4/08/2022			190835		30.00
8089	JORAN STOUT-MITCHELL	R	4/08/2022			190836		60.00
6260	TRANE	R	4/08/2022			190837		1,571.00
8430	EQUIPMENTSHARE.COM, INC	R	4/08/2022			190838		108.24
8569	REGANA WEST	R	4/08/2022			190839		80.00
1	ZIMMERMAN, JENNIFER	R	4/08/2022			190840		20.00
8278	GERSON BOCANEGRA	R	4/15/2022			190841		25.00
7657	COPY PRODUCTS, INC.	R	4/15/2022			190842		1,498.00
0375	WICHITA WATER CONDITIONING	R	4/15/2022			190845		26.50

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 4/05/2022 THRU 4/19/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	DAVIDSON, WILL	R	4/15/2022			190846		1,782.93
2648	DIVISION OF ACCOUNTS AND REPOR	R	4/15/2022			190847		350.00
8452	HECKMAN BRUENING AND KING, LLC	R	4/15/2022			190848		879.00
8545	FORTLINE, INC	R	4/15/2022			190849		3,055.06
3251	FT SCOTT COMMUNITY COLLEGE	R	4/15/2022			190850		1,007.00
1370	KDHE	R	4/15/2022			190851		1,430.00
1	KETCHAM, VANESSA	R	4/15/2022			190852		200.00
8431	CHARLES KITCHIN	R	4/15/2022			190853		80.00
8417	FRED LUNDIEN	R	4/15/2022			190854		75.00
8571	DILLION MCKINZIE	R	4/15/2022			190855		80.00
8505	PITTSBURG PUBLISHING COMPANY,	R	4/15/2022			190856		246.73
6942	MULBERRY LIMESTONE QUARRY	R	4/15/2022			190857		137.56
1	OUTTA LINE DESIGNS	R	4/15/2022			190858		2,060.81
7480	RODGER PETRAIT	R	4/15/2022			190859		140.00
8525	PARKSON CORPORATION	R	4/15/2022			190860		2,661.00
8375	TRASH HOG LLC	R	4/15/2022			190861		504.16
8089	JORAN STOUT-MITCHELL	R	4/15/2022			190862		60.00
1	TIMOTHY, MARK	R	4/15/2022			190863		125.00
2276	UNITED PARCEL SERVICE, INC	R	4/15/2022			190864		13.36
5589	CELLCO PARTNERSHIP	R	4/15/2022			190865		379.84
8569	REGANA WEST	R	4/15/2022			190866		140.00
5589	CELLCO PARTNERSHIP	R	4/19/2022			190882		11,746.95

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 4/05/2022 THRU 4/19/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	70			141,256.37	0.00	141,256.37
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	14			174,032.24	0.00	174,032.24
EFT:	92			586,649.84	0.00	586,649.84
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	176	901,938.45	0.00	901,938.45
BANK: 80144 TOTALS:	176	901,938.45	0.00	901,938.45

VENDOR SET: 99 City of Pittsburg, KS
BANK: EFT MANUAL EFTS
DATE RANGE: 4/05/2022 THRU 4/19/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5396	MIDWEST REGIONAL BALLET, LLC	E	4/12/2022			014985		4,745.94

* * 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:	1			4,745.94	0.00	4,745.94
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: EFT TOTALS:	1	4,745.94	0.00	4,745.94
BANK: EFT TOTALS:	1	4,745.94	0.00	4,745.94
REPORT TOTALS:	177	906,684.39	0.00	906,684.39

Passed and approved this 26th day of April, 2022.

____
Cheryl L. Brooks, Mayor

ATTEST:

____
Tammy Nagel, City Clerk

City of Pittsburg
Forward Together.

ADMINISTRATION
201 West 4th Street · Pittsburg KS 66762
(620) 231-4100
www.pittks.org

To: Daron Hall, City Manager

From: Jay Byers, Deputy City Manager/CIO

Date: April 20, 2022

Subject: Intergovernmental Agreement with KDHE

The city has undertaken a variety of environmental projects aimed at addressing cleanup of potential public hazards, and the Kansas Department of Health and Environment (KDHE) has been an important partner in support of these efforts. KDHE has approached us in the past about formalizing an agreement to provide various environmental services. Dr. Bailey and I have been working with KDHE staff and have prepared an intergovernmental agreement that would allow us to work with KDHE, and thereby their contractors, on a per-project basis. Each project would be defined by a scope of work beforehand, and costs would be limited to funding provided by the US Environmental Protection Agency. The ability to utilize KDHE's deep experience with these projects will make many of the environmental initiatives we engage in easier to manage and should result in a more effective use of environmental funding.

Please place on the City Commission consider agenda the attached agreement with KDHE.

Jay Byers

Deputy City Manager

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
AND THE
CITY OF PITTSBURG, KANSAS

I. PURPOSE

The Kansas Department of Health and Environment ("KDHE") and the City of Pittsburg ("PITTSBURG"), collectively "Parties" enter this Intergovernmental Agreement (IA) to establish a general framework for the following activities:

A. PITTSBURG desires to direct a portion of its federal grant from the United States Environmental Protection Agency ("USEPA") to KDHE in exchange for the services of KDHE, acting in an advisory capacity, for technical assistance in the assessment and cleanup of brownfields properties located within the City of Pittsburg, in accordance with the Small Business Liability Relief and Brownfields Revitalization Act, Public Law 107-118; and

B. PITTSBURG desires to make use of KDHE and KDHE's state-procured contractors to perform environmental assessments at eligible brownfields properties within the City of Pittsburg using funds from its federal grant from USEPA.

II. MUTUAL AGREEMENT

A. PITTSBURG Agrees:

1. To notify KDHE with specific needs for technical guidance for evaluating and/or working through the process of assessing and cleaning up eligible brownfields properties within the City by sending a written request to KDHE's designated contact, identified below. Pittsburg further agrees to submit oversight requests at least seven (7) days prior to the planned activity to allow KDHE enough time to process and determine if staff and other needed resources are available to fulfill the request. Requests requiring contracting will take greater than 7 days to allow for work plan development and contracting.
2. To make requests to use KDHE or KDHE's state-procured contractors to conduct Phase I, Phase II and Phase III environmental assessments, or other mutually agreed upon environmental assessments through email or other writing from Pittsburg's Project Coordinator to the KDHE Project Manager as identified below.
3. To work with KDHE to provide required reports.
4. Subject to the availability of funds through the USEPA, to fund work performed by KDHE staff or contractors according to the terms of Section III, Para. 12 below.

B. KDHE Agrees:

1. Subject to the availability of resources, to provide PITTSBURG training, technical assistance, and environmental assessment fieldwork in the assessment and cleanup of eligible brownfields properties.
2. Not proceed with any expenditures prior to written approval from PITTSBURG.
3. Provide work estimates to assist PITTSBURG with determining project viability.
4. To assist PITTSBURG by contracting with state-procured contractors capable of performing environmental assessments at eligible brownfields properties
5. To work with PITTSBURG to provide required reports.

III. <u>ROLES AND RESPONSIBILITIES</u>

A. PITTSBURG Agrees to Perform the Following Tasks:

1. Develop a Scope of Work (SOW) in conjunction with KDHE which outlines the project name, location, project deadline and the proposed work to be conducted.
2. Develop in consultation with KDHE a request for proposals that addresses the SOW.
3. Review and approve, if acceptable all bids and contracts to engage contractors, consultants and laboratories.
4. Issue authorization to proceed for approved projects to KDHE for KDHE internal expenditures, consultants and vendors including laboratories based on not to exceed bids.
5. Authorize use of right of ways, water and sewer easements.
6. Provide periodic oversight of the field work in conjunction with KDHE
7. Examine and approve all pay requests including KDHE for services rendered.
8. PITTSBURG will accept responsibility for payment of vendors and KDHE
9. PITTSBURG will give approval to work not contained in SOW prior to proceeding with the work. Work shall not proceed without the approval of PITTSBURG.
10. PITTSBURG will work with KDHE to jointly approve all draft and final assessment reports.
11. PITTSBURG, with advice and review by KDHE and consultants, will assure appropriate documentation is provided to fulfill the USEPA grant requirements.
12. Establish a process of invoicing, billing, and payment directly between PITTSBURG and KDHE or each Vendor for costs incurred while performing work awarded through the bid process and site assessment process.

B. KDHE Agrees to Perform the Following Tasks:

1. Develop with PITTSBURG SOWs for Phase I and/or Phase II and Phase III assessments, or other mutually agreed upon environmental assessments.
2. Consult with PITTSBURG on the development of a request for proposals addressing the SOW.
3. Provide on-site field oversight, management and, if needed, operations during the Phase I and/or Phase II and Phase III process, or other mutually agreed upon environmental assessments.
4. Assist in review of bids and work plans from contractors.
5. Review/approve draft and final assessment reports.
6. Provide, in consultation with PITTSBURG, the appropriate documentation to fulfill the USEPA grant requirements.
7. Submit quarterly invoices to PITTSBURG for the amount of KDHE's Project Costs forty-five (45) days following the end of the calendar quarter. Payment of the invoices is due upon receipt.

IV. KDHE and PITTSBURG AGREE:

A. To maintain open communications and share information in order to make accurate and timely decisions. The designated contacts for each party are as follows:

For KDHE	For PITTSBURG
Seth Mettling	Jay Byers
Project Manager	Deputy City Manager
Redevelopment Section	City of Pittsburg
Bureau of Environmental Remediation	201 W. 4th Street
1000 SW Jackson, Suite 410	Pittsburg, KS 66762
Topeka, KS 66612-1367	Phone: 620-230-5685
Phone: 785-296-5519	Email: jay.byers@pittks.org

B. To provide written notice of any changes in the designated contact.

C. To incorporate into this IA and make a part hereof the provisions of the Contractual Provisions Attachment (form DA-146a), which is attached hereto as Attachment 1

V. EFFECT AND DURATION OF AGREEMENT

A. This IA shall take effect upon signature by KDHE and PITTSBURG.

B. Payment for services will be contingent on the availability of federal grant funds.

C. This IA may be amended, in writing by mutual agreement of KDHE and PITTSBURG, as necessary to facilitate the goals and purposes of the IA.

D. This IA will remain in effect for the duration of PITTSBURG'S Brownfields Grant or until terminated by mutual agreement of KDHE and PITTSBURG. If deemed appropriate, and by mutual agreement, the duration of this IA may be extended to encompass future federally funded grant activities consistent with the purposes of this IA.

THE UNDERSIGNED PARTIES, as duly authorized representatives, enter into this Intergovernmental Agreement between the Kansas Department of Health and Environment and the City of Pittsburg,

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
BY:

____________________________ __________________

Janet Stanek
Secretary

Date

THE CITY OF PITTSBURG
BY:

______________________________ ____________________
Cheryl L. Brooks Date
Mayor

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

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties agree 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 thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **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 Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

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

6. **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.