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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 24, 2022
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Public Input
- c. Proclamation - State Farm Day - Received by Lori Ann Spachek
- d. Proclamation - Lions Club Day - Received by Lori Horton

CONSENT AGENDA:

- a. Approval of the May 10, 2022, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1336, amending Section 78-75 of the Pittsburg City Code to change the directional flow of traffic on East 12th Street between Broadway and Joplin Street from east bound flow of traffic to west bound flow, with traffic exiting onto North Broadway, and authorize the Mayor to sign the Ordinance on behalf of the City.
- c. Approval of Ordinance No. G-1337, amending Section 78-116 of the Pittsburg City Code to prohibit parking on the North Side of East 5th Street from Locust to Elm, and authorize the Mayor to sign the Ordinance on behalf of the City.
- d. Approval of staff recommendation to hire Double S Dirt Works, LLC, on an hourly basis for the transportation of fill dirt from the new FedEx facility to the site of the new Wastewater Treatment Plant, for an approximate total cost of \$150,000.
- e. Approval of the application submitted by Kyle Michael to renew the Dance Hall License for The Pitt, located at 516 North Broadway, and authorize the City Clerk to issue the license.
- f. Approval of the Appropriation Ordinance for the period ending May 24, 2022, subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, May 24, 2022
5:30 PM

SPECIAL PRESENTATION:

- a. 2021 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) - Stacey Hammond of BT&Co. P.A., the City's auditing firm, will be present to review the City's 2021 audit and ACFR. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. REAL ESTATE SALE CONTRACT - Consider approval of a Real Estate Sale Contract in which TalonX Holdings, LLC, will purchase approximately 26 acres of land, located at 00000 East 520th Avenue, from the City of Pittsburg for the total purchase price of \$130,000. **Approve or disapprove the Real Estate Sale Contract and, if approved, authorize the Mayor to sign the document on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: State Farm® is celebrating its 100th anniversary in 2022; and

Whereas: The City of Pittsburg recognizes the positive impact the company and its agents have on our community as they have been taking care of customers in Kansas since 1927; and

Whereas: State Farm was founded in the United States on the seventh of June in the year 1922 by G.J. Mecherle, a farmer from Merna, Illinois.

Now, Therefore, I, Cheryl L. Brooks, Mayor of the City of Pittsburg, Kansas, do hereby proclaim June 7, 2022, as

State Farm Day in the City of Pittsburg

and call upon the residents of our great city to observe this day by demonstrating what a good neighbor is all about; through acts of kindness, charity and helping the less-blessed in our community.

Dated this 19th day of May, 2022.

ATTEST:

City Clerk

Mayor

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: In October of 1917, the Lions Club International was founded as a place where individuals could join together to give their valuable time and effort to improving their communities and the world; and

Whereas: The Motto of Lions Club International is "We Serve"; and

Whereas: On June 3rd, 1922, the Pittsburg Lions Club was chartered; and

Whereas: Members of the Pittsburg Lions Club dedicate their time to the betterment of our community and aiding those in need by working tirelessly to improve the amenities at Schlanger Park, provide eyeglass assistance, and recycle eyeglasses and plastic.

Now, Therefore, I, Cheryl L. Brooks, Mayor of the City of Pittsburg, Kansas, do hereby proclaim June 3rd, 2022, as

Lions Club Day in the City of Pittsburg

and congratulate this group for one hundred years of service and dedication to the Pittsburg community.

Dated this 24th day of May, 2022.

ATTEST:

City Clerk

Mayor

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 10, 2022

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, May 10, 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 – Via Christi Health Chaplain Jill Chambers provided an invocation.

DR. STEVE SCOTT REMARKS - Pittsburg State University President Dr. Steve Scott thanked the City Commission for the positive relationship and continuous partnership between PSU and the City. Dr. Scott, who is retiring from PSU effective May 27th, 2022, requested support of incoming PSU President Dr. Daniel Shipp.

PUBLIC INPUT – NUISANCE CONCERNS - Cathy Kinkaid, 920 East 8th Street, expressed concern regarding a code enforcement issue in her neighborhood. Mayor Brooks requested that Ms. Kinkaid visit with City Manager Daron Hall regarding her concerns.

APPROVAL OF MINUTES – On motion of Munsell, seconded by McNay, the Governing Body approved the April 26, 2022, City Commission Meeting minutes as presented. Motion carried.

FARMERS MARKET ADVISORY BOARD APPOINTMENT – On motion of Munsell, seconded by McNay, the Governing Body approved staff recommendation to appoint John Bozich to fill an unexpired term as a member of the Farmers Market Advisory Board effective immediately and concluding on December 31, 2024. Motion carried.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by McNay, the Governing Body approved the Appropriation Ordinance for the period ending May 10, 2022, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell and Seglie. Motion carried.

BLUE SPOON PROPERTIES, LLC – On motion of Hite, seconded by McNay, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to allocate \$30,000 from the Revolving Loan Fund (RLF) to be used specifically for infrastructure improvements to support the Blue Spoon Properties, LLC renovation project located at 618 North Broadway. Motion carried.

SECTION 8 PAYMENT STANDARDS INCREASE – On motion of McNay, seconded by Seglie, the Governing Body approved staff recommendation to increase Section 8 payment standards, effective June 1, 2022. Motion carried.

VARIANCE – WAL-MART REAL ESTATE BUSINESS TRUST – On motion of Munsell, seconded by Seglie, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to approve a variance request submitted by Wal-Mart Real Estate Business Trust to allow for an expanded drive-up lane at 1011 East Centennial. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
May 10, 2022

DISPOSITION OF BIDS - EAST QUINCY STREET RECONSTRUCTION PROJECT – On motion of Hite, seconded by Munsell, the Governing Body approved staff recommendation to award the bid for the East Quincy Street Reconstruction Project (Joplin to Rouse) to the low bidder, Amino Brothers Co. Inc., of Kansas City, Kansas, based on their bid of \$5,373,899.07, and authorized the Mayor and City Clerk to execute the contract documents once prepared. Motion carried.

AWARD OF CONTRACT - INSPECTION SERVICES - EAST QUINCY STREET RECONSTRUCTION PROJECT – On motion of McNay, seconded by Seglie, the Governing Body approved staff recommendation to award the Inspection Service Contract for the East Quincy Street Reconstruction Project (Joplin to Rouse), to TranSystems of Independence, Kansas, based upon the Selection Committee's recommendation, and authorized the Mayor and City Clerk to execute the contract documents once prepared. Motion carried.

NON-AGENDA REPORTS & REQUESTS –

BI-MONTHLY BUDGET REVIEW - Director of Finance Larissa Bowman provided the April 30, 2022, bi-monthly budget review.

WORKING DAY – City Manager Daron Hall thanked the City Commissioners for attending Working Day on Saturday, May 7, 2022.

PUBLIC INPUT FOLLOW-UP – Commissioner Munsell asked Ms. Kinkaid follow-up questions regarding the concerns she expressed during the Public Input portion of the meeting.

5th GRADE TOUR - Mayor Brooks thanked City Manager Daron Hall for the tour he recently provided to a group of 5th grade students from St. Mary's.

ADJOURNMENT: On motion of Hite, seconded by McNay, the Governing Body adjourned the meeting at 6:29 p.m. Motion carried.

Cheryl L. Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: May 16, 2022

SUBJECT: Agenda Item – May 24th 2022
Change of One-way traffic

The Traffic Advisory Board, in its meeting of April 28th, 2022, reviewed a request from Pittsburg Community Middle School to change the directional flow of traffic on East 12th Street (Larry Garman Ave) between North Broadway and North Joplin St due to upcoming construction on the Middle school. The flow of one-way traffic is currently East bound on 12th Street and will be changed to West bound with traffic exiting on North Broadway.

After reviewing this concern, the Board voted to recommend to the Governing Body approval of an Ordinance to changing the flow of one-way traffic to the West on E 12th Street from Broadway to Joplin ST, with a start date of June 6th 2022.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 24th 2022. Action necessary will be approval or disapproval of Ordinance G-1336 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.

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

Attachment: Ordinance No. G-1336

(Summary published in The Morning Sun on _____)

ORDINANCE NO. G-1336

AN ORDINANCE amending Section 78-75 of the Pittsburg City Code- One-way traffic upon certain streets; to change the directional flow of traffic on 12th Street between Broadway and Joplin street to the West.

Section 1. Section 78-75 of the Pittsburg City Code is amended to read as follows:

All vehicular traffic upon the following enumerated streets in the City shall be only in the direction as provided in this Section, and it shall be unlawful for any person to enter with a vehicle, drive upon, or park any vehicle upon the street listed in this Section when such vehicle is headed or propelled in any direction contrary to the terms of this article as follows:

	Direction of Traffic Movement
Alleys	
First alley east of Broadway Avenue between 3rd and 4th Streets	North
First alley west of Broadway Street between 4th and 7th Streets	South
First alley east of Broadway Street between 4th and 7th Streets	North
First alley west of Pine Street between 3rd and 4th Streets	South
Alley between East Cleveland and East Williams from South Joplin to South Elm	West
Alley between Locust and Broadway Avenue from East 3rd Street to East 4th Street	North
Alley between Locust Street and Elm Street from East 7th to East 8th	North
Alley between Pine and Walnut Streets from West 6th to West 7th	North
Alley between Walnut and Olive Streets from West 3rd to West 4th	North
Alley between Pine and Walnut Streets from West 4th Street to West 5th Street	North
Alley between Broadway and Pine Streets from parking lot to 16th Street	South
Streets	
<i>Carlton</i>	
East Carlton from South Broadway to Joplin Avenue	East
<i>Cleveland</i>	
East Cleveland Avenue between South Elm Street and South Joplin Street	West
<i>Elm</i>	
South Elm Street between East Lindburg Avenue and East Ford Street	South
North Elm between 10th Street and 11th Street	North
South Elm between East Cleveland and East Quincy	North
South Elm between East Hudson and East Ford	North
<i>Lindburg</i>	
East Lindburg Street between South Broadway Street and South Joplin Street	West

<i>Locust</i>	
South Locust Street between East Lindburg Avenue and East Ford Street	North
South Locust Street between East Ford and East Hudson Streets	South
<i>Walnut</i>	
On the former Walnut Street from the first alley south of Euclid Avenue to Kansas Avenue	South
<i>Williams</i>	
East Williams Street between South Broadway and South Joplin Streets	West
<i>4th Street Circle</i>	
That part of 4th Street Circle which lies on the east side of the Home Builder's Investment Company's Subdivision of Lots 6 to 12, both inclusive in Shout's Addition to the City	North
That part of 4th Street Circle which lies on the west side of the Home Builder's Investment Company's subdivision of Lots 6 to 12, both inclusive in Shout's Addition to the City	South
<i>9th Street</i>	
9th Street from Locust Street to Elm Street	West
<i>12th Street</i>	
East 12th Street between Broadway and Joplin Streets	West

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

Adopted and approved by the Governing Body on this _____ day of _____, 2022.

Mayor – Cheryl Brooks

ATTEST:

Tammy Nagel - City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: May 16, 2022

SUBJECT: Agenda Item – May 24th 2022
Request for No Parking

The Traffic Advisory Board, in its meeting of April 24th, 2022, reviewed a request for a no parking area on the North Side of 5th Street between Locust to Elm.

After reviewing this request, the Board voted to recommend to the Governing Body approval of an Ordinance to prohibit parking on the north side of 5th Street between Locust and Elm streets.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, May 24th 2022. Action necessary will be approval or disapproval of Ordinance G-1337 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.

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

Attachment: Ordinance No. G-1337

(Summary published in The Morning Sun on _____)

ORDINANCE NO. G-1337

AN ORDINANCE amending Section 78-116 of the Pittsburg City Code to prohibit parking on the North side of East 5th Street from Locust to Elm.

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

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

Sec. 78-116. No parking zones.

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

Alleys

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

Abby Lane

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

Adams Street

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

The north side of the 100, 200 and 400 blocks of West Adams Street.

Amber Drive

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

Broadway

Both sides of South Broadway from Kansas Avenue to Centennial Drive.

Both sides of North Broadway Street from 20th Street to the north city limits.

Cedar Crest Circle

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

Cedar Crest Drive

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

Cedar Lane

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

Centennial Drive

Both sides of Centennial Drive from South Broadway to Rouse.

Cleveland Street

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

College Avenue

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

College Street

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

East Park Street

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

Elm Street

West side of Elm Street between Lindburg and Ford.

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

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

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

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

English Street

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

Fairview Street

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

Ford Circle

Both sides of Ford Circle.

Ford Avenue

On both sides of Ford Avenue from Rouse to Broadway.

Forest Street

South side of Forest Street from Broadway to Walnut.

Grand Oaks Court

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

Grand Oaks Drive

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

Hobson Drive

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

Homer Street

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

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

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

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

Industrial Street

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

Jefferson Avenue

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

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

Joplin Street

Both sides of South Joplin from Lindburg Street to Centennial Drive.
East side of Joplin, commencing 100 feet south of the intersection of East Carlton and South Joplin, then north to the south line of the intersection of East Belleville and South Joplin.
Both sides of Joplin Street from 4th Street to Park Avenue.
West side of North Joplin Street from 4th Street to 20th Street.
Both sides of North Joplin from 20th Street to Atkinson Avenue.

J.F. Kennedy Street

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

Lincoln Park

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

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

Lindburg Street

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

Locust Street

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

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

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

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

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

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

Mallory Court

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

Martin Street

South side of West Martin between Olive and College Streets.

Memorial Drive

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

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

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

Michigan Street

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

Mill Road

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

Monroe

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

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

Normal Street

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

North Highland Street

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

Oak Ridge Circle

Both sides of Oak Ridge Circle.

Oak Ridge Road

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

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

Olive Street

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

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

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

Park Street

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

Pine Street

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

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

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

Quincy Street

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

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

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

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

Rouse Street

Rouse Street from 4th Street to Centennial Drive.

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

Scotty Drive

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

Tanglewood Drive

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

Tucker Avenue

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

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

Tucker Terrace

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

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

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

Victorian Drive

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

Villa Drive

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

Walnut Street

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

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

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

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

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

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

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

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

Warren Street

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

Washington Avenue

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

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

Windsor Circle

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

Windsor Court

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

Woodgate Terrace

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

1st Street

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

North side of 1st Street from Broadway to Locust.

3rd Street

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

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

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

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

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

4th Street

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

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

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

5th Street

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

On the north side of east 5th Street from Locust to Elm.

6th Street

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

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

9th Street

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

10th Street

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

14th Street

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

18th Street

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

19th Street

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

20th Street

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

22nd Street

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

23rd Street

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

24th Street

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

27th Street

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

29th Street

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

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

Adopted and approved by the Governing Body on this _____ day of _____, 2022.

Mayor – Cheryl Brooks

ATTEST:

Tammy Nagel - City Clerk



BRENT NARGES
Chief of Police

PITTSBURG

POLICE DEPARTMENT

Beard-Shanks Law Enforcement Center

201 North Pine Street

Pittsburg, Kansas 66762

(620) 235-0400

INTEROFFICE MEMORANDUM

To: City Manager Daron Hall
Chief of Police Brent Narges

From: Major Ben Henderson

CC: City Clerk Tammy Nagel
Lieutenant Rebekah Lynch
Lieutenant Diana Fries

Date: May 17, 2022

Subject: The Pitt Dance Hall License Renewal

The Pittsburg City Clerk's Office has received a request for a Dance Hall License renewal, which was submitted by Mr. Kyle Michael, the owner of The Pitt, located at 516 N. Broadway St., Pittsburg, Kansas. In accordance with this request, I have reviewed the calls for service from The Pitt for the period of time spanning from May 1, 2020, through April 30, 2022. The current review is for a two-year period of time, as Mr. Michael would have received a two-year license with his last renewal request in May, 2020. The city's two-year Dance Hall License mirrors the Drinking Establishment license issued by the State of Kansas, which is also a two-year license.

During this review period, the Police Department received a total of 46 calls for service, completed 9 case reports for various incidents, and conducted 2 routine bar checks.

For comparison purposes, during the May, 2020, review process for The Pitt's two-year Dance Hall License renewal, the Police Department received 15 calls for service, completed 2 case reports for various incidents, and conducted 6 routine bar checks.

The calls for service, the types of calls received, and the corresponding number of reports completed are consistent with other reviews conducted as part of the Dance Hall License Renewal process, and I would respectfully recommend this Dance Hall License renewal be approved by the Governing Body.

The requested action will be approval or disapproval of staff's recommendations for a renewal of the two-year Dance Hall License to Mr. Kyle Michael's business, The Pitt, of 516 N. Broadway St., and, if approved, authorize the reissuance of the requested license.

Should you have any questions concerning the recommendation, please contact me at your convenience.

Thank you,

Major B. Henderson
Pittsburg Police Dept.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	5/06/2022			190962		
C-CHECK	VOID CHECK	V	5/06/2022			190963		
C-CHECK	VOID CHECK	V	5/06/2022			190974		
C-CHECK	VOID CHECK	V	5/06/2022			190984		
C-CHECK	VOID CHECK	V	5/06/2022			190985		
C-CHECK	VOID CHECK	V	5/13/2022			191006		
C-CHECK	VOID CHECK	V	5/13/2022			191007		

* * 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:	7 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	7	0.00	0.00	0.00
BANK: * TOTALS:	7	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	5/04/2022			000000		1,269.37
0224	KDOR	D	5/05/2022			000000		9,862.91
0321	KP&F	D	5/13/2022			000000		39,933.81
0728	ICMA	D	5/13/2022			000000		1,291.57
1050	KPERS	D	5/13/2022			000000		47,437.66
3079	COMMERCE BANK	D	5/04/2022			000000		156.33
3570	AMERICAN EXPRESS, INC	D	5/04/2022			000000		256.53
6415	GREAT WEST TANDEM KPERS 457	D	5/13/2022			000000		5,493.00
6952	ADP INC	D	5/13/2022			000000		9,002.32
7290	DELTA DENTAL OF KANSAS INC	D	5/06/2022			000000		2,207.10
7290	DELTA DENTAL OF KANSAS INC	D	5/13/2022			000000		4,324.02
7877	TRUSTMARK HEALTH BENEFITS INC	D	5/05/2022			000000		2,012.32
7877	TRUSTMARK HEALTH BENEFITS INC	D	5/12/2022			000000		1,292.04
8051	AFLAC GROUP INSURANCE	D	5/10/2022			000000		1,407.82
8317	ADCOMP SYSTEMS INC	D	5/06/2022			000000		129.63
8526	HEALTH PLANS, INC	D	5/06/2022			000000		6,315.98
8526	HEALTH PLANS, INC	D	5/13/2022			000000		37,676.87
2004	AIRE-MASTER OF AMERICA, INC.	E	5/09/2022			015194		18.08
7994	ASBELL TRUCKING INC	E	5/09/2022			015195		225.00
8232	BAYSINGERS POLICE SUPPLY INC	E	5/09/2022			015196		33,303.00
8275	ADCOMP SYSYEMS INC	E	5/09/2022			015197		80.00
8467	WASTE CORPORATION OF KANSAS, L	E	5/09/2022			015198		77.64

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8528	SARANN AUTO LEASING, INC.	E	5/09/2022			015199		1,800.00
8560	SOUTHERN UNIFORM AND TACTICAL,	E	5/09/2022			015200		1,377.02
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	5/09/2022			015201		50.00
0044	CRESTWOOD COUNTRY CLUB	E	5/09/2022			015202		297.72
0046	ETTINGERS OFFICE SUPPLY	E	5/09/2022			015203		502.77
0055	JOHN'S SPORT CENTER, INC.	E	5/09/2022			015204		215.00
0101	BUG-A-WAY INC	E	5/09/2022			015205		215.00
0105	PITTSBURG AUTOMOTIVE	E	5/09/2022			015206		458.57
0112	MARRONES INC	E	5/09/2022			015207		119.94
0133	JIM RADELL CONSTRUCTION COMPAN	E	5/09/2022			015208		12,095.70
0194	KANSAS STATE TREASURER	E	5/09/2022			015209		5,346.00
0202	CLIFF HIX ENGINEERING INC	E	5/09/2022			015210		26.00
0276	JOE SMITH COMPANY, INC.	E	5/09/2022			015211		893.70
0294	COPY PRODUCTS, INC.	E	5/09/2022			015212		199.17
0328	KANSAS ONE-CALL SYSTEM, INC	E	5/09/2022			015213		339.60
0335	CUSTOM AWARDS, LLC	E	5/09/2022			015214		126.64
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	5/09/2022			015215		3,575.00
0516	AMERICAN CONCRETE CO INC	E	5/09/2022			015216		9,627.16
0534	TYLER TECHNOLOGIES INC	E	5/09/2022			015217		390.00
0659	PAYNES INC	E	5/09/2022			015218		192.14
0726	PITTSBURG STATE UNIVERSITY	E	5/09/2022			015219		12,500.00
0746	CDL ELECTRIC COMPANY INC	E	5/09/2022			015220		1,377.01

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0823	TOUCHTON ELECTRIC INC	E	5/09/2022			015221		60.00
1478	KANSASLAND TIRE #1828	E	5/09/2022			015222		3,576.48
1792	B&L WATERWORKS SUPPLY, LLC	E	5/09/2022			015223		1,376.20
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	5/09/2022			015224		911.84
2921	DATAPROSE LLC	E	5/09/2022			015225		4,894.01
3261	PITTSBURG AUTO GLASS	E	5/09/2022			015226		500.00
4618	TRESA LYNNE MILLER	E	5/09/2022			015227		895.04
5049	CRH COFFEE INC	E	5/09/2022			015228		49.90
5482	JUSTIN HART	E	5/09/2022			015229		70.00
5648	JASON WISKE	E	5/09/2022			015230		1,000.00
5931	VOGEL HEATING & COOLING INC	E	5/09/2022			015231		4,300.00
6175	HENRY C MENGhini	E	5/09/2022			015232		177.20
6595	AMAZON.COM, INC	E	5/09/2022			015233		19,864.86
6851	SCHULTE SUPPLY INC	E	5/09/2022			015234		543.11
6926	MARTIN KYLE SAYRE	E	5/09/2022			015235		650.00
7087	PITTSBURG STATE UNIVERSITY FOU	E	5/09/2022			015236		175,000.00
7100	FIRST UNITED METHODIST CHURCH	E	5/09/2022			015237		8,709.52
7213	TIMOTHY HENDERSON	E	5/09/2022			015238		800.00
7407	LIMELIGHT MARKETING LLC	E	5/09/2022			015239		500.00
7418	NEWEDGE SERVICES, LLC	E	5/09/2022			015240		23,852.40
7629	EARLES ENGINEERING & INSPECTIO	E	5/09/2022			015241		57,855.33
7735	ELIZABETH KING	E	5/09/2022			015242		44.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7744	DARREN L SWARTZ	E	5/09/2022			015243		75.00
7749	CHARLIE PHILLIPS	E	5/09/2022			015244		11.00
7754	WILLOW TREE WEAVING	E	5/09/2022			015245		12.00
7852	TRIA HEALTH, LLC	E	5/09/2022			015246		2,235.70
7904	MICHELLE MCCLURE	E	5/09/2022			015247		28.00
7959	ALL ABOARD FOUNDATION	E	5/09/2022			015248		2,560.16
8046	CONVERGEONE, INC.	E	5/09/2022			015249		225.00
8200	PLUNKETT'S PEST CONTROL INC	E	5/09/2022			015250		526.40
8246	BETHANY ANN BROOKS	E	5/09/2022			015251		1,154.71
8309	MISSISSIPPI LIME COMPANY	E	5/09/2022			015252		7,312.76
8326	KAYLYN HITE	E	5/09/2022			015253		1,000.00
8535	HEALTH PLANS, INC	E	5/09/2022			015254		38,795.94
8548	ISELA AYALA	E	5/09/2022			015255		25.00
0748	CONRAD FIRE EQUIPMENT	E	5/16/2022			015256		1,496.38
6528	GALE GROUP/CENGAGE	E	5/16/2022			015257		67.97
7529	LEXIPOL, LLC	E	5/16/2022			015258		3,186.00
7567	MERIDIAN OIL & EQUIPMENT LLC	E	5/16/2022			015259		1,207.92
8205	MRI SOFTWARE LLC	E	5/16/2022			015260		435.00
0046	ETTINGERS OFFICE SUPPLY	E	5/16/2022			015261		138.68
0054	JOPLIN SUPPLY COMPANY	E	5/16/2022			015262		3,347.27
0055	JOHN'S SPORT CENTER, INC.	E	5/16/2022			015263		391.50
0105	PITTSBURG AUTOMOTIVE	E	5/16/2022			015264		106.66

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 5/04/2022 THRU 5/17/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0112	MARRONES INC	E	5/16/2022			015265		193.83
0181	INGRAM LIBRARY SERVICES	E	5/16/2022			015266		26.46
0194	KANSAS STATE TREASURER	E	5/16/2022			015267		2,830.00
0276	JOE SMITH COMPANY, INC.	E	5/16/2022			015268		1,532.11
0294	COPY PRODUCTS, INC.	E	5/16/2022			015269		2,995.00
0317	KUNSHEK CHAT & COAL CO, INC.	E	5/16/2022			015270		4,392.41
0516	AMERICAN CONCRETE CO INC	E	5/16/2022			015271		8,707.11
0577	KANSAS GAS SERVICE	E	5/16/2022			015272		922.86
0597	CORNEJO & SONS LLC	E	5/16/2022			015273		315.67
0695	BERBERICH TRAHAN & CO PA	E	5/16/2022			015274		15,000.00
0746	CDL ELECTRIC COMPANY INC	E	5/16/2022			015275		1,202.46
0823	TOUCHTON ELECTRIC INC	E	5/16/2022			015276		1,862.00
0844	HY-FLO EQUIPMENT CO., INC.	E	5/16/2022			015277		202.00
1299	STRUDEL ELECTRIC INC	E	5/16/2022			015278		675.00
1321	SHARP'S AUTOBODY CLINIC	E	5/16/2022			015279		4,554.84
1478	KANSASLAND TIRE #1828	E	5/16/2022			015280		158.97
1733	BMI, INC	E	5/16/2022			015281		2,007.60
2035	O'BRIEN ROCK CO., INC.	E	5/16/2022			015282		1,390.00
2707	THE LAWNSCAPE COMPANY, INC.	E	5/16/2022			015283		1,703.00
2960	PACE ANALYTICAL SERVICES LLC	E	5/16/2022			015284		2,171.00
4307	HENRY KRAFT, INC.	E	5/16/2022			015285		453.19
4621	JCI INDUSTRIES INC	E	5/16/2022			015286		822.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 5/04/2022 THRU 5/17/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5396	MIDWEST REGIONAL BALLET, LLC	E	5/16/2022			015287		4,075.78
5805	ROSENBAUER SOUTH DAKOTA LLC	E	5/16/2022			015288		55.74
6230	THE MAZUREK LAW OFFICE LLC	E	5/16/2022			015289		50.00
6402	BEAN'S TOWING & AUTO BODY	E	5/16/2022			015290		4,369.52
6807	ENVIRONMENTAL RESOURCE ASSOCIA	E	5/16/2022			015291		343.87
7127	UNIQUE MANAGEMENT SERVICES, IN	E	5/16/2022			015292		11.65
7239	JERRY MILLER	E	5/16/2022			015293		400.00
7427	OLSSON INC	E	5/16/2022			015294		3,000.00
7839	VISION SERVICE PLAN INSURANCE	E	5/16/2022			015295		1,868.46
8147	CHEM-AQUA, INC.	E	5/16/2022			015296		407.21
8194	BAKER TILLEY MUNICIPAL ADVISOR	E	5/16/2022			015297		18,943.65
8312	LYLE T. WALTHALL	E	5/16/2022			015298		350.00
8337	BLACKSTONE AUDIO, INC.	E	5/16/2022			015299		200.64
8449	ENCORE ENERGY SERVICES, INC.	E	5/16/2022			015300		2,104.09
6154	4 STATE MAINTENANCE SUPPLY INC	R	5/06/2022			190959		115.26
6126	AMERICAN LAW ENFORCEMENT RADAR	R	5/06/2022			190960		360.00
0523	AT&T	R	5/06/2022			190961		9,733.84
5480	BITNER MOTORS	R	5/06/2022			190964		242.93
6956	BSN SPORTS, INC	R	5/06/2022			190965		148.51
1616	CITY OF PITTSBURG	R	5/06/2022			190966		100.00
8217	COMPASS GROUP USA, INC.	R	5/06/2022			190967		500.00
4263	COX COMMUNICATIONS KANSAS LLC	R	5/06/2022			190968		34.64

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC	R	5/06/2022			190969		96.55
4263	COX COMMUNICATIONS KANSAS LLC	R	5/06/2022			190970		96.07
4263	COX COMMUNICATIONS KANSAS LLC	R	5/06/2022			190971		692.68
4263	COX COMMUNICATIONS KANSAS LLC	R	5/06/2022			190972		364.03
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	5/06/2022			190973		1,291.18
8452	HECKMAN BRUENING AND KING, LLC	R	5/06/2022			190975		1,400.00
1108	EVERGY KANSAS CENTRAL INC	R	5/06/2022			190976		24,999.28
7830	CITY OF FRONTENAC	R	5/06/2022			190977		17.21
0226	KDOR LIQUOR TAX	R	5/06/2022			190978		14.10
8505	PITTSBURG PUBLISHING COMPANY,	R	5/06/2022			190979		361.40
8252	PERRY SUMMY	R	5/06/2022			190980		90.00
6536	POLYDYNE INC	R	5/06/2022			190981		5,030.28
8103	ANDY ROBERTS	R	5/06/2022			190982		23.00
8375	TRASH HOG LLC	R	5/06/2022			190983		905.00
1	TRACY, SYDNEY	R	5/06/2022			190986		10.74
0093	US POST OFFICE	R	5/06/2022			190987		332.00
1	WOLFF, JOSEPH GLASER	R	5/06/2022			190988		326.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	5/13/2022			191000		23.89
8475	AMERICAN LAWN & LANDSCAPE, INC	R	5/13/2022			191001		814.00
5480	BITNER MOTORS	R	5/13/2022			191002		123.48
6545	CENTER POINT INC	R	5/13/2022			191003		24.67
8217	COMPASS GROUP USA, INC.	R	5/13/2022			191004		583.40

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7657	COPY PRODUCTS, INC.	R	5/13/2022			191005		1,373.00
8576	FRANK R CORDEN	R	5/13/2022			191008		80.00
7678	COUNCIL OF DEVELOPMENT FINANCE	R	5/13/2022			191009		550.00
4263	COX COMMUNICATIONS KANSAS LLC	R	5/13/2022			191010		49.33
4263	COX COMMUNICATIONS KANSAS LLC	R	5/13/2022			191011		91.55
4263	COX COMMUNICATIONS KANSAS LLC	R	5/13/2022			191012		78.21
0375	WICHITA WATER CONDITIONING	R	5/13/2022			191013		26.50
0118	FED EX	R	5/13/2022			191014		77.07
8378	GFL ENVIRONMENTAL SERVICES USA	R	5/13/2022			191015		203.41
8061	HORSE CREEK CATTLE LLC	R	5/13/2022			191016		13,376.50
8588	STATE OF KANSAS	R	5/13/2022			191017		250.00
8431	CHARLES KITCHIN	R	5/13/2022			191018		40.00
6119	LACAL EQUIPMENT INC	R	5/13/2022			191019		300.46
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	5/13/2022			191020		381.92
7945	LUCKY-BUT LAWN CARE, LLC	R	5/13/2022			191021		733.03
8417	FRED LUNDIEN	R	5/13/2022			191022		75.00
8577	BENJAMIN ALDEN MARSH	R	5/13/2022			191023		75.00
8571	DILLION MCKINZIE	R	5/13/2022			191024		40.00
8579	BRYON BAKER	R	5/13/2022			191025		2,160.00
1	MOORE, DONNA	R	5/13/2022			191026		50.00
8507	PITTSBURG PUBLISHING COMPANY,	R	5/13/2022			191027		75.00
7480	RODGER PETRAIT	R	5/13/2022			191028		140.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0187	PITTSBURG ROTARY CLUB	R	5/13/2022			191029		1,500.00
0175	REGISTER OF DEEDS	R	5/13/2022			191030		20.00
0175	REGISTER OF DEEDS	R	5/13/2022			191031		21.00
1	ROMINE, LAMOUR	R	5/13/2022			191032		51.84
6377	SOUTHEAST KANSAS RECYCLING CEN	R	5/13/2022			191033		30.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	5/13/2022			191034		687.00
6260	TRANE	R	5/13/2022			191035		63,932.80
5589	CELLCO PARTNERSHIP	R	5/13/2022			191036		379.94
8430	EQUIPMENTSHARE.COM, INC	R	5/13/2022			191037		673.00
0188	SECRETARY OF STATE	R	5/16/2022			191038		25.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	62	136,400.70	0.00	136,400.70
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	17	170,069.28	0.00	170,069.28
EFT:	107	545,694.92	0.00	545,694.92
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	186	852,164.90	0.00	852,164.90
BANK: 80144 TOTALS:	186	852,164.90	0.00	852,164.90
REPORT TOTALS:	186	852,164.90	0.00	852,164.90

Passed and approved this 24th day of May, 2022.

Cheryl L. Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: Daron Hall, City Manager

FROM: Larissa Bowman, Director of Finance

DATE: May 6, 2022

SUBJECT: Fiscal year 2021 audit report and acceptance of Annual Comprehensive Financial Report (ACFR)

Stacey Hammond of BT&Co., P.A. will be attending the meeting to provide an overview and answer questions on the City's 2021 audit and ACFR.

cc: Tammy Nagel, City Clerk

REAL ESTATE SALE CONTRACT

1. PARTIES: The parties to this Real Estate Sale Contract ("Contract") are:

SELLER: City of Pittsburg, Kansas.

BUYER: TalonX Holdings LLC, or assigns. If the Contract is assigned by BUYER prior to Closing, the original BUYER shall be released from any further liability hereunder.

2. EFFECTIVE DATE OF THE CONTRACT: The "Effective Date" of this Contract shall be the date of final acceptance by the last party to sign this Contract.

3. AGREEMENT TO SELL AND PROPERTY ADDRESS: BUYER agrees to purchase and SELLER agrees to sell the following described real property (the "Property") generally located at 00000 E 520th Ave., Pittsburg, KS 66762. The approximate legal description of the Property (to be verified by the Survey) is Part of Section 6, Township 31, Range 25. The approximate location of the Property is depicted on the attached **Exhibit A**. The exact legal description of the Property will be determined in the future following the Survey, and/or a replat if necessary, of the currently existing parcel), but is approximately 26 acres in the City of Pittsburg, Crawford County, Kansas. The Property includes all privileges and appurtenances pertaining thereto, including, but not limited to, all of SELLER'S right, title and interest in and to all easements, adjacent streets, utility reservations, alleys, rights of way, strips and gores of land, mineral rights, water and water rights, wells, well rights and permits, water and sewer taps, sanitary or storm sewer capacity or reservations, rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utility services to such real property, tenements, hereditaments, privileges, licenses and appurtenances, reversions and remainders in any way belonging, remaining or appertaining thereto and together with all improvements, fixtures, trees, timber, or other crops and plants and minerals located thereunder or thereon, if any.

4. PURCHASE PRICE OF THE PROPERTY: BUYER shall pay \$130,000.00 to the SELLER as the Purchase Price as consideration for the purchase of the Property in the manner as follows:

A. **EARNEST MONEY** (See Section 7): \$ 10,000.00

B. **OTHER FUNDS:** \$ 0

C. **APPROXIMATE BALANCE DUE FROM BUYER** at the time of Closing, excluding adjustments and pro-rations, closing costs and any pre-paid expenses (if any). The balance of the Purchase Price shall be in the form of cash, certified, cashier's check or wired funds on the date of Closing.

\$ 120,000.00

5. CLOSING AND POSSESSION: Unless extended by the terms of this Contract or the mutual agreement of the parties, closing ("Closing") shall occur no later than five (5) days following expiration of the Inspection Period (the "Closing Date"), at which time SELLER shall provide a General Warranty Deed as part of SELLER'S closing deliverables. The Closing Date may be extended in the event BUYER exercises its right to extend the Inspection Period. SELLER shall deliver possession of the Property to the BUYER on the Closing Date.

If the SELLER is unable to provide clear title to the Property on or before the Closing Date, but the clearing of the title is in process, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days. In addition, if closing is delayed through no fault of either party, BUYER and SELLER agree that the Closing Date shall be extended for a reasonable period of time not to exceed 30 calendar days. BUYER and SELLER equally shall pay any closing, escrow, and closing agent fees.

6. PERSONAL PROPERTY: Personal property is not included in the sale of the Property.

7. EARNEST MONEY:

- A. BUYER agrees to deposit the sum of Ten Thousand Dollars (\$10,000.00) as Earnest Money in the form of a Personal Check with Security 1st Title, 910 S. Broadway, Pittsburg, KS 66762 (the "Escrow Agent"), 620-231-7755, within three (3) business days after this Contract is signed by all parties. The Earnest Money may be deposited into an interest-bearing account. The Earnest Money, together with any and all interest earned thereon, shall be deemed a part of the Earnest Money for all purposes under this Contract and shall be applicable to the Purchase Price at Closing.
- B. In the event this Contract is canceled by either BUYER or SELLER pursuant to an express right herein contained, the Earnest Money shall be returned to the BUYER.
- C. In the event that the SELLER is unable to provide merchantable title to the Property or otherwise defaults on the SELLER'S obligations under this Contract, the Earnest Money shall be returned in full to the BUYER.
- D. Notwithstanding any other terms or conditions of this Contract regarding the distribution of the Earnest Money deposit, the BUYER and SELLER understand that applicable Kansas law prohibits the Escrow Agent from distributing the Earnest Money deposit without the consent of all parties to this Contract. Pursuant to K.S.A. 58-3061(g), the Escrow Agent can only disburse Earnest Money under the following conditions: (1) pursuant to a written authorization of both the BUYER and SELLER; (2) pursuant to a court order; or (3) upon the closing of the transaction according to the agreement of the parties.
- E. BUYER and SELLER agree that the failure to either (1) respond in writing to a certified letter from the Escrow Agent within seven (7) calendar days of receiving the letter; or (2) make written demand for return or forfeiture of any Earnest Money deposit within thirty (30) calendar days of notice of cancellation of this Contract shall constitute consent to the distribution of the Earnest Money deposit as suggested in any such certified letter or as demanded by the other party to this Contract.

8. INTENTIONALLY OMITTED.

9. INTENTIONALLY OMITTED.

10. INTENTIONALLY OMITTED.

11. AIR AND MINERAL RIGHTS. Air and mineral rights shall pass with the land to the BUYER. SELLER represents and warrants that SELLER owns 100% of all of the air and mineral rights and the air and mineral rights will pass with the land to the BUYER under this Contract.

12. CROPS: SELLER'S share of the crops planted at the time of sale and any current year government crop payments shall pass with the land to the BUYER. SELLER represents and warrants that there are not presently any leases currently in effect on the Property, nor is SELELR presently receiving any Cash Rent from any such leases currently in effect on the Property. SELLER further represents and warrants that there is no current Conservation Reserve Program (CRP) contract in effect as it relates to the Property.

13. INTENTIONALLY OMITTED.

14. LEASEHOLD INTERESTS OR TENANTS' RIGHTS. SELLER represents and warrants that there are no leasehold interests, tenant's rights, or any other third-party claims of possessory interest in the Property.

15. ZONING. SELLER represents that the Property is currently zoned as: IP-3.

16. PAYMENT OF SPECIAL ASSESSMENTS AND TAXES:

- A. SELLER represents and warrants that all of the special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that are currently due and payable for years prior to the current calendar year shall be paid by the SELLER on or before the Closing Date.
- B. BUYER and SELLER agree that all of the special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER that become due and accrue from and after the Closing Date during the calendar year in which the SELLER'S warranty deed is delivered shall be prorated between the BUYER and SELLER on the Closing Date.
- C. If the amount of any special assessments, real estate taxes and any other contractual obligations of the SELLER to be assumed by the BUYER cannot be ascertained from the public record for the calendar year in which the SELLER'S warranty deed is delivered, BUYER and SELLER agree that the amount of the item for the preceding year shall be used to calculate the current calendar year's amount.
- D. BUYER and SELLER agree that if the Property has been reappraised or reclassified within the preceding year and the actual real estate taxes based on the new value are not available, BUYER and SELLER will agree to a reasonable estimation of the current year's real estate taxes based on the information available on the Closing Date.
- E. BUYER acknowledges that the assessed valuation, classification, mill levy rate and real

estate taxes may change from year to year during the BUYER'S ownership of the Property and that any periodic reappraisal required by law may result in a change (and a potential increase) of the real estate taxes due on the Property.

- F. SELLER warrants that the SELLER does not have any knowledge of any existing or forthcoming easements or sewer, street or other proposed special assessments affecting the Property.

17. SURVEY OF THE PROPERTY, AND TITLE COMMITMENT:

- A. Survey. BUYER and SELLER agree that as soon as possible following the Effective Date, BUYER may obtain, at BUYER'S expense, a current ALTA/NSPS survey of the Property prepared by a duly licensed surveyor in accordance with the 2021 standards (the "Survey"). The Survey legal description (as well as the historic deed description, if any) of the Property shall be used in the SELLER'S deed conveying the Property to BUYER.
- B. Title Commitment. Within ten (10) days following the Effective Date, or as soon thereafter as practicable for the Escrow Agent, SELLER shall obtain, at SELLER'S expense, a Commitment for Title Insurance (the "Commitment") and legible copies of all recorded instruments affecting and benefitting the Property and recited as exceptions in the Commitment from the Escrow Agent. SELLER shall provide BUYER a copy of the Commitment and legible copies of all recorded instruments affecting and benefitting the Property and recited as exceptions in the Commitment (as well as any subsequent drafts thereof) within three (3) business days of SELLER'S receipt of the same.

If BUYER has an objection to items disclosed in the Commitment or the Survey provided for herein, BUYER shall make any and all written objections to SELLER within fifteen (15) days after BUYER has received both the Survey and the Commitment. Any exceptions to title reflected on the Commitment or Survey to which BUYER fails to timely object (except: (i) lien of any mortgage, other security instrument, UCC financing statement or tax or monetary lien, which in all cases shall be released at or before the Closing, or, if not released, then BUYER shall have the right to pay such monetary amounts and offset such payments against the Purchase Price; and (ii) the standard, pre-printed exceptions, which in all cases shall be deleted from the final owner's title policy) shall be deemed a permitted exception ("Permitted Exceptions"). SELLER shall have fifteen (15) days from the date any such objections are disclosed to cure the same. In the event the Inspection Period, as may be extended, is set to expire during SELLER'S fifteen (15) day cure period, then the Inspection Period, as may be extended, shall automatically be extended to and including three (3) days after SELLER notifies BUYER in writing of SELLER'S cure, or SELLER'S election not to cure. SELLER agrees to utilize commercially reasonable efforts to cure such objections. If the objections are not cured to BUYER'S satisfaction, as determined by BUYER in its sole discretion, within such time period, BUYER may (a) terminate this Contract and, notwithstanding any other provision of this Contract to the contrary, Escrow Agent shall promptly return the Earnest Money to BUYER, or (b) waive the unsatisfied objections and proceed to close the transaction in accordance with this Contract.

BUYER may re-examine title to the Property up to and including the Closing Date and give

SELLER written notice of any additional objections appearing of record subsequent to the date of BUYER'S initial examination, in which event Closing may be delayed ten (10) days to allow time for SELLER to cure such objections in the event SELLER cannot cure said objections prior to the Closing Date. BUYER shall have the right to terminate this Contract and, notwithstanding any other provision of this Contract to the contrary, receive a refund of the Earnest Money if such additional objections are not cured to BUYER'S sole satisfaction, as determined by BUYER in its sole discretion, within such time period or BUYER may waive such additional objections and proceed to Closing within three (3) business days.

SELLER shall deliver and pay for an owner's ALTA title insurance policy insuring marketable fee simple title in BUYER in the amount of the Purchase Price as of the time and date of recording of SELLER's General Warranty Deed, subject only to the Permitted Exceptions defined above.

- C. SELLER represents and warrants that there is adequate ingress and egress to the Property.

18. LIENS ON THE PROPERTY:

- A. SELLER represents and warrants that there are no unpaid chattel mortgages, mortgages, conditional sales contracts, financing statements or security agreements (whether recorded or not) affecting any fixture, or portion of the Property under this Contract.
- B. BUYER and SELLER agree that any existing liens on the Property that the SELLER is required to remove under this Contract may be paid and discharged from the SELLER'S proceeds at closing.
- C. SELLER shall indemnify and hold BUYER harmless from any obligation for payment of any amounts by reason of any liens on the Property that accrued prior to the closing of this Contract.

19. INSPECTIONS OF THE PROPERTY:

- A. BUYER shall have one hundred twenty (120) days following the Effective Date (the "Inspection Period") to conduct its due diligence. If BUYER is not satisfied, in its sole and absolute discretion, that it has been or likely will be able to satisfy the conditions set forth in this section, BUYER may either: (i) terminate this Contract by providing written notice to SELLER prior to the expiration of the Inspection Period, and upon such termination, the Earnest Money shall be immediately returned to the BUYER; or (ii) elect to extend the Inspection Period for up to one (1) additional thirty (30) day period ("Extended Inspection Period"). In the event BUYER elects to exercise the Extended Inspection Period, BUYER shall provide SELLER with written notice of its election at least three (3) business days prior to the expiration of the Inspection Period (or Extended Inspection Period, if applicable). BUYER shall have the Inspection Period, as may be extended, to conduct such engineering studies, surveys, soil tests, inspections and other examinations (collectively, "Examinations") and to review title and survey pursuant to the terms this Contract, and as it may in its sole judgment desire, to determine the condition and suitability of the Property for its intended use of the Property. In the event BUYER exercises its right to extend the Inspection

Period, the Closing Date shall be delayed until after the conclusion of the Extended Inspection Period.

Upon commencement of the Inspection Period and throughout the term of this Contract, BUYER and its agents shall have the right to enter upon the Property to conduct the Examinations, which shall include soil borings, surveys, drilling and all tests normally performed for the determination of the suitability of the Property and for the collecting of all information necessary thereto; provided, however, BUYER shall provide SELLER no less than twenty-four (24) hours written notice (e-mail being an acceptable form of written notice) to SELLER prior to entering the upon the Property.

SELLER agrees to execute any documents reasonably requested by BUYER for any approvals or consents required by BUYER. SELLER and/or SELLER'S agent, shall use commercially reasonable efforts to cooperate with all due diligence requests and activities to be conducted by or on behalf of the BUYER, including, without limitation, providing such information, interviews and documents as may be necessary or appropriate.

B. The purchase of the Property is subject to satisfaction, in BUYER'S sole discretion, or waiver by BUYER, within the Inspection Period, as may be extended, of the following conditions:

1. There are no encroachments on the Property, which cannot be removed or otherwise cured upon SELLER'S election to do so.
2. SELLER'S title to the Property is good, merchantable and marketable fee simple title, free and clear of any prior owners redemption rights, liens, encumbrances, highways, right-of-way, easements, licenses, restrictions, leases, tenancies, mineral leases, reservations or severances, agreements, covenants, conditions or limitations, except for the lien of then current real property taxes which are not delinquent and those exceptions which BUYER, in its sole discretion, may approve after examination of title as hereinafter provided.
3. BUYER obtaining any and all necessary development and governmental/quasi-governmental approvals related to the sale of the Property, obtaining the proper zoning approvals, site plan approvals, railroad approvals, variance of use and/or development standards, and environmental permits (collectively, "Development Approvals") consistent with BUYER's intended use of the Property.
4. BUYER obtaining incentives from the city desired by BUYER for BUYER'S intended use of the Property, including, but not limited to those certain tax exemption incentives as detailed on the Statement of Policy and Procedures Tax Exemptions and Incentives for Economic Development prepared by the City of Pittsburg, Kansas.
5. That the Property be finally and unconditionally zoned for BUYER's intended use of the Property with all necessary classifications, variances, permissions and exceptions required for such intended use of the Property. This shall include obtaining the Development Approvals as well as all cross easements, reciprocal easement agreements and any other documents necessary to allow BUYER's intended use of the Property. SELLER shall be

responsible for any costs associated with obtaining or drafting such documents. BUYER shall cooperate with such effort, provided, however, that BUYER shall not be obligated to incur any costs as a result of such proceedings.

6. That all permits, consents, approvals, permissions and other items required or desired by BUYER to be obtained from all federal, state and local governmental, municipal, public, railroad, and other officials, authorities, bodies and agencies have been obtained, or BUYER has been able to determine to its satisfaction that the same are readily obtainable, in order to permit BUYER's intended use of the Property, including, without limitation, environmental and ecological approvals and permits from federal, state and local environmental and natural resources agencies and authorities, if any such approvals or permits are required, subdivision plat approvals, site plan approvals and permits to connect to all utilities which BUYER desires or requires to service the Property.
7. That BUYER has completed engineering site analyses of the Property (if BUYER elects to do so) and determined, in its sole discretion, that it is feasible to utilize the Property for its intended use, including provision of storm water management on the Property and that gas, electricity, cable, telephone, water, storm and sanitary sewers and other utilities are or will be available to the Property at a reasonable cost, and that all such utilities are of sufficient size and capacity for BUYER's intended use of the Property.
8. That BUYER obtains adequate access to public thoroughfares, including railroad, in BUYER's sole discretion, for its intended use.
9. SELLER obtaining any plat approvals and new tax parcel numbers necessary for the legal conveyance or development of the Property from SELLER to BUYER at Closing (the "Plat Approval"). SELLER shall cause the Property to be created as a separate lot, prepare all documents, surveys and/or site plans ("Plat") necessary to obtain Plat Approval. The Plat shall dedicate and convey all real estate, easements and rights-of-way to the applicable governmental authority or utility as shall be necessary or required. Prior to submitting the Plat to the required applicable third parties and/or governmental authorities for approval, SELLER shall provide BUYER a copy for BUYER's approval and consent, which shall not be unreasonably withheld, conditioned or delayed. Once the proposed Plat is submitted to the governmental authorities, no change shall be made to such proposed Plat without the prior written consent of BUYER, which shall not be unreasonably withheld, conditioned or delayed.
10. BUYER'S determination to its satisfaction that (a) the soil conditions, qualities, density and bearing capacity of the Property are suitable for the intended use without the necessity of any extraordinary filling or compaction or any other extraordinary engineering measures or expenditures which, in the sole discretion of BUYER, would render the Property undesirable for the intended use; and (b) the Property is not located in any area of special flood hazard as designated by the United States Department of Housing and Urban Development, the Federal Emergency Management Agency or any other Federal, state or local agency, or in any regulated or protected wetlands area.

11. BUYER obtaining, in BUYER'S sole discretion, and at BUYER'S sole cost and expense, boring, percolation, and other soil tests determining the physical characteristics of the substrata of the Property and showing that the soil and ground water are not contaminated and that the Property is satisfactory, all in BUYER'S sole discretion, for the intended use. If the Phase I Environmental Site Assessment ("Phase I") recommends a Phase II Environmental Site Assessment ("Phase II"), then BUYER may, at its sole cost and expense, obtain a Phase II. BUYER shall be entitled to terminate this Contract by written notice to SELLER at any time prior to the expiration of the Inspection Period, as may be extended, if the Phase I or Phase II are not acceptable to BUYER, as determined in BUYER'S sole discretion. If the Phase I recommends a Phase II, but BUYER elects not to obtain a Phase II, then BUYER may either terminate this Contract and receive a refund of the Earnest Money, or may elect to forego the Phase II, in BUYER'S sole and absolute discretion.
12. BUYER completing economic, marketing and any other feasibility studies it deems necessary to determine if the Property is suitable for its intended use. BUYER shall be entitled to terminate this Contract by written notice to SELLER at any time prior to the expiration of the Inspection Period, as may be extended, if BUYER deems, in its sole judgment, that the Property is not suitable for BUYER'S intended use.
13. That there are no Hazardous Materials (as defined below) present at, on, in or under the Property and the Property has never been used for any operations or activities which involve generation, manufacture, processing, transportation, treatment, storage, disposal or handling of any Hazardous Materials.
14. That the Property is in compliance with Environmental Law (as defined below).
15. That there is no underground storage tank(s) at, on, in or under the Property.
16. That the Property is not subject to any proceeding, claim, liability, action, order, judgment, lien or listing under any Environmental Law, or the threat or likelihood thereof.

The term "Hazardous Materials" shall mean any substance or material that is or becomes regulated, defined or designated by any federal, state or local governmental authority as hazardous, extremely hazardous, imminently hazardous, dangerous or toxic, or as a pollutant, contaminant or waste, and shall include, without limitation, PCBs, lead, mercury, arsenic, volatile organic compounds, asbestos, asbestos containing materials, oil and petroleum products and byproducts. The term "Environmental Law" shall mean all current and future federal, state and local statutes, regulations, ordinances and rules relating to (i) the emission, discharge, leaking, release or threatened release of a Hazardous Materials into the air, surface water, groundwater or land; (ii) the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; or (iii) the protection of human health, safety or the indoor or outdoor environment, including, without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Occupational Safety and Health Act, all amendments thereto and successors thereof, all regulations promulgated thereunder, and their state statutory and

regulatory counterparts.

20. DOCUMENTS FROM SELLER: SELLER shall provide BUYER, within ten (10) days following the Effective Date, copies of the following, if in SELLER'S possession or reasonably available from third parties under SELLER'S control (the "SELLER Documents"):

- A. A current commitment of title insurance for issuance of an owner's ALTA policy of title insurance with copies of the vesting deeds and all documents cited in the commitment (to be provided by the title company);
- B. Any survey of the property in Seller's possession;
- C. All plats of the Property, including survey plats in Seller's possession;
- D. Any Environmental Reports including but not limited to limited database reports, Phase I ESA's, Phase II LSI's, asbestos survey, soil or groundwater testing results in Seller's possession;
- E. Any Property condition assessment or any other inspection reports for the soil boring logs & soils reports in Seller's possession;
- F. Current or most recent appraisal in Seller's possession;
- G. Existing ECR/REA or other documents governing common areas or easements affecting the Property;
- H. Tax documents, business records, leases (if any) relating to the Property for the past two (2) years.

21. DUTIES OF BUYER AND SELLER AT CLOSING:

- A. At Closing, SELLER shall deliver to BUYER the following:
 - 1. A duly executed and acknowledged General Warranty Deed conveying good, marketable and indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, subject only to the Permitted Exceptions;
 - 2. A duly executed and acknowledged Owner's Affidavit in a form satisfactory to enable the Escrow Agent to delete the standard preprinted exceptions from BUYER'S title insurance policy and any loan policy;
 - 3. A closing statement itemizing and approving all receipts and disbursements made in connection with the Closing;
 - 4. A Kansas Real Estate Sales Validation Questionnaire;

5. A certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act, or to consent to withholding of tax from the proceeds of sale as required;
6. Evidence satisfactory to BUYER and Escrow Agent of SELLER'S authority to sell the Property;
7. A Broker Affidavit stating that no broker is entitled to any commissions, fees, or other payments under this Contract, as may be requested by the Escrow Agent; and
8. Execute all other necessary documents reasonably required to close this transaction.

B. At Closing, BUYER shall perform the following:

1. Pay the Purchase Price in the form of readily available funds;
2. Execute a closing statement itemizing and approving all receipts and disbursements made in connection with the Closing;
3. Execute all other necessary documents reasonably required to close this transaction.

22. REPRESENTATIONS AND WARRANTIES OF THE PARTIES:

A. Representations and Warranties of SELLER: To induce BUYER to execute, deliver and perform this Contract, SELLER represents and warrants to BUYER the following:

1. SELLER has full capacity, right, power and authority to execute, deliver and perform this Contract and all documents to be executed by SELLER pursuant hereto, and all required action and approvals have been duly taken and obtained. The individuals signing this Contract and all other documents executed or to be executed pursuant hereto on behalf of SELLER are and shall be duly authorized to sign the same on SELLER'S behalf and to bind SELLER thereto. This Contract and all documents to be executed pursuant hereto by SELLER shall be binding upon and enforceable against SELLER in accordance with their respective terms.
2. To the best of SELLER'S knowledge and belief, no action, suit, claim, arbitration, litigation or other proceedings is pending or threatened against SELLER related to the Property or any part thereof.
3. SELLER has not received any notification from any governmental agency, authority or any utility, of any pending or threatened claims, condemnations, planned public improvements, annexation, special assessments, rezoning or other adverse claims affecting the Property or any part thereof or any proposed increases in the cost of utility services.

4. SELLER will not create, permit or suffer any lien or other encumbrance to attach to or affect the Property, other than the lien of non-delinquent real estate taxes. On the Closing Date, there will be no liens and/or unpaid claims of contractors, materialmen or laborers which could give rise to a lien against the Property, and there will be no mortgages or security interests against the Property.
5. This Contract and all documents to be executed pursuant hereto by SELLER are and shall be valid and binding upon and enforceable against SELLER in accordance with their respective terms, the transaction contemplated hereby will not result in a breach of or constitute a default or permit acceleration of maturity under any mortgage, deed of trust, loan agreement or other agreement to which SELLER or the Property is subject or by which SELLER or the Property is bound.
6. SELLER has good, marketable and insurable fee simple title to the Property, free and clear of any prior owners redemption rights, all liens, security interests, encumbrances, recorded leases, service contracts and restrictions of every kind and description, except the Permitted Exceptions and liens and encumbrances to be released on the Closing Date.
7. There are no persons or entities in possession or occupancy of the Property or any part thereof, nor are there any other persons or entities who have possessory or other rights with respect to or interests in the Property or any part thereof.
8. To the best of SELLER'S knowledge and belief, no Hazardous Materials have been used, generated, manufactured, stored, treated, released or disposed of at, in, on or under the Property.
9. To the best of SELLER'S knowledge and belief, the Property is in compliance with Environmental Law.
10. To the best of SELLER'S knowledge and belief, there are no soft soils, underground storage tanks or subsurface materials which would increase the cost to develop the Property.
11. SELLER makes the following representations and warranties based upon OFAC (as defined below) compliance concerns:
 - i. Neither a Sanctioned Person nor Sanctioned Entity (each as defined below) will benefit directly or indirectly through the sell and purchase of the Property or any other transaction completed herein.
 - ii. SELLER is neither directly nor indirectly controlled by a Sanctioned Entity or Sanctioned Person.
 - iii. Neither SELLER, not any subsidiary of SELLER, nor any affiliate of the SELLER (a) is a Sanctioned Person, (b) has more than an insubstantial

portion of its assets located in Sanctioned Entities, or (c) derives more than an insubstantial portion of its operating income from investments in, or transactions with, Sanctioned Persons or Sanctioned Entities.

iv. As used in this Contract:

- a. **"OFAC"** means The Office of Foreign Assets Control of the U.S. Department of the Treasury.
- b. **"Sanctioned Entity"** means:
 - (1) An agency of the government of,
 - (2) An organization directly or indirectly controlled by, or
 - (3) A person or residence that is subject to a country sanctions program administered and enforced by OFAC described or referenced at OFAC's website <http://www.ustreas.gov/offices/enforcement/ofac> or as otherwise published from time to time.
- c. **"Sanctioned Person"** means a person named on the list of Specially Designated Nationals maintained by OFAC available at or through OFAC's website <http://www.ustreas.gov/offices/enforcement/ofac> or as otherwise published from time to time.

The foregoing representations are true, correct and complete, and the foregoing warranties are in full force and effect and binding on SELLER, as of the Effective Date of this Contract, and shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by SELLER as of the Closing Date, shall survive Closing, and shall not be deemed merged into any instrument of conveyance delivered at Closing, and shall inure to the benefit of and be enforceable by BUYER, its successors and assigns.

B. Representations and Warranties of BUYER:

To induce SELLER to execute, deliver and perform this Contract, BUYER represents and warrants to SELLER the following on and as of the Effective Date:

1. BUYER is a duly organized and validly existing corporation in good standing under the laws of the state of Missouri. BUYER has full capacity, right, power and authority to execute, deliver and perform this Contract and all documents to be executed by BUYER pursuant hereto, and all required action and approvals have been duly taken and obtained. The individuals signing this Contract and all other documents executed or to be executed pursuant hereto on behalf of BUYER are and shall be duly authorized to sign the same on BUYER'S behalf and to bind BUYER thereto. This Contract and

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all documents to be executed pursuant hereto by BUYER shall be binding upon and enforceable against BUYER in accordance with their respective terms.

2. Neither the execution, delivery or performance by BUYER of this Contract, nor the consummation of the transaction contemplated hereby will: (a) violate or conflict with any provision of BUYER'S organizational documents; or (b) violate any order, judgment, injunction, award or decree of any court or arbitration body, or any other body, by or to which BUYER is or may be bound or subject.
3. To the best of BUYER'S knowledge, no action, suit, claim arbitration, litigation or other proceedings is pending or threatened that would prevent BUYER from performing its obligations under this Contract.

23. NOTICES: Any notice required or permitted to be delivered hereunder, shall be deemed to have been duly given when (a) delivered by hand (with confirmation of receipt), (b) received by the addressee, if sent by a nationally recognized overnight delivery service; or (c) received by the addressee via electronic mail. In each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties):

SELLER: City of Pittsburg
Attn: Daron Hall
City Manager
PO Box 688
Pittsburg, KS 66762
Phone: 620.240.5123_
Email: daron.hall@pittks.org

BUYER: TalonX Holdings LLC
Attn: Kevin Griner
PO Box 860448
Shawnee Mission KS 66286-0448
Phone: 913-706-0135
Email: kgriner@haroldpayneplastics.com

With a copy to: Gregory J. Pappas
Austin B. Hayden
McNeilePappas PC
7500 W. 110th St., Suite 100
Overland Park, KS 66210
Phone: 913-491-4050
Email: gpappas@cmplaw.net/ahayden@cmplaw.net

The mailing address for the delivery of any notices under this Contract to any party shall be the mailing address referenced in this Contract, unless the party specifically requests in writing that a different mailing address be used to deliver notices under this Contract. The notice shall be deemed to be delivered upon the date of receipt.

24. DEFAULT, REMEDIES, AND ATTORNEY FEES:

A. A party (either the BUYER or SELLER) to this Contract shall be in default under this Contract when the party fails to comply with any material condition, term or obligation of this Contract in the time period required by the Contract. Upon default, the parties shall have the remedies set forth below:

(1) Upon default by the SELLER, BUYER may seek to: (1) have the Contract specifically enforced and recover any damages caused by the SELLER'S delay in performing the Contract; or (2) terminate the Contract and, if the BUYER chooses, pursue any damages the BUYER incurred as a result of the SELLER'S breach of the Contract. If the contract is terminated, the Earnest Money will be distributed to BUYER under the provisions of this Contract.

(2) In the event of BUYER'S failure to perform any of its obligations hereunder, SELLER shall notify BUYER, in writing, of such default. If BUYER is unable to cure such default within fifteen (15) days after receiving such written notice (the "Cure Period"), then SELLER shall be entitled to terminate this Contract within fifteen (15) days after the expiration of the Cure Period by notifying BUYER in writing and SELLER shall receive the Earnest Money as its sole and exclusive remedy. BUYER and SELLER agree that the amount of actual damages which SELLER would suffer as a result of BUYER'S default of its obligations hereunder would be extremely difficult to ascertain and have agreed, after specific negotiations relating thereto, that the Earnest Money is a reasonable estimate of SELLER'S damages and are not intended to constitute a penalty.

B. Any party to this Contract who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Contract or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The prevailing party is the party who receives substantially the relief sought by said party, whether by final un-appealable order, dismissal or settlement, including any mediation or arbitration.

25. CONTRACT BINDING ON ASSIGNS AND HEIRS: This Contract shall be fully binding upon the parties and their administrators, assigns, executors, heirs and successors except as limited by this Contract.

26. AGREEMENT TO USE ELECTRONIC SIGNATURES AND AGREEMENTS: BUYER, SELLER and any real estate licensees involved in this transaction agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act. However, any real estate licensees involved in this transaction have no authority to enter into electronic agreements with other parties on behalf of the BUYER or SELLER unless authorized to do so by a duly executed power of attorney.

27. BROKER FEES: SELLER and BUYER represent to each other that there are no brokers involved in this transaction. SELLER and BUYER shall indemnify and hold each other harmless from claims of any other third parties claiming a fee or other compensation for brokerage or other similar services

allegedly to have been rendered on behalf of SELLER or BUYER.

28. SEVERABILITY: If any provision of this Contract, or any portion thereof, is rendered invalid by court order, judgment or operation of law, the remaining provisions or portions thereof shall remain valid and enforceable and be construed to remain in force.

29. GOVERNING PROVISIONS: The Contract shall be governed by the internal laws of the State of Kansas without regard to and excluding its principles of conflicts of laws. Venue of any lawsuit filed by either party in connection with this Contract shall lie exclusively in Crawford County, Kansas, and each party hereto submits to the Court's jurisdiction for any matter arising out of this Contract.

30. ENTIRE AGREEMENT OF THE PARTIES: This Contract constitutes the entire agreement between the parties and supersedes any previous agreements, contracts and representations, whether oral or written, to buy or sell the Property. Any prior agreements, contracts or representations, whether oral or written, have been merged into this Contract. There shall be no modification of any terms of this Contract unless such modifications have been agreed to in writing and signed by both parties. Neither this Contract nor any interest herein shall be assigned or transferred by any party without the prior written consent of both parties. No assignment shall serve to release or relieve the party assigning the Contract from any obligations or responsibilities under this Contract.

31. MISCELLANEOUS.

- A. This Contract is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and shall for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto. If any term or provision of this Contract or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Contract shall continue in full force and effect, but without giving effect to such term or provision and shall not be modified or amended except by an instrument in writing signed by or on behalf of SELLER and BUYER.
- B. If any date specified herein is, or any time period specified herein expires on, a Saturday, Sunday or holiday, then such date or the expiration date of such period, as the case may be, shall be extended to the next succeeding business day.
- C. This Contract may be executed in any number of identical counterparts each of which shall be considered an original but together shall constitute but one and the same. The parties agree that executed copies of this Contract sent via electronic mail are binding.
- D. Time is of the essence in the performance of the party's respective obligations.
- E. Unless expressly stated to be exclusive, no remedy conferred herein shall be deemed to be exclusive of any other remedy conferred herein or any other remedy now or hereafter available at law or equity. All remedies conferred herein, and all remedies now or hereafter available at law or



equity, shall be deemed to be cumulative and not alternative, and may be enforced concurrently or successively.

- F. This Contract constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.
- G. This Contract shall not be modified, amended or supplemented, in whole or part, without the prior written consent of all parties hereto. Each and every waiver of any covenant, representation, warranty or other provision hereof must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.
- H. Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties. The provisions hereof are for the exclusive benefit of the parties, and no other person or entity, including creditors of any party hereto, shall have any right or claim against any party by reason of those provisions or be entitled to enforce any of those provisions against any party.
- I. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Contract as a whole and not to any specific article, section or subsection hereof. The word "party" or "parties" means only those persons or entities who are signatories to this Contract. The terms "include," "includes," "including," or words of like import, shall be construed as being without limitation to the matters or items thereafter specified, notwithstanding any rule of construction to the contrary, unless an intention to be so limited is clearly expressed. Unless expressly otherwise provided herein, the terms "and" and "or" as used in this Contract means one or other or both, or any one or ones or all, of the items, entities or persons in connection with which the words are used.
- J. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, ARISING FROM OR RELATING TO THE SUBJECT MATTER HEREOF. THE PARTIES HERETO WAIVE ANY RIGHT TO ANY SPECULATIVE PROFITS, OR SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SUCH DAMAGES.

32. ACKNOWLEDGEMENT OF RECEIPT OF THE CONTRACT: BUYER and SELLER acknowledge and certify that they have received, read and understood a copy of this Contract.

33. LEGAL COUNSEL; MUTUAL DRAFTING. Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party has cooperated in the drafting, negotiation and preparation of this Contract. Hence, in any construction to be made of this Contract, the same shall not be construed against either party on the basis of that party being the drafter of such language. BUYER AND SELLER each



agree and acknowledge that they have read and understand this Contract, are entering into it freely and voluntarily, and have been advised to seek counsel prior to entering into this Contract and have had ample opportunity to do so.

34. EXCLUSIVITY. While this Contract is pending, SELLER will not (i) market the Property; (ii) negotiate or discuss with any potential buyer other than BUYER a possible sale of the Property or any material interest therein; or (iii) solicit any offer or indication of interest concerning the possible sale of the Property. SELLER will advise BUYER immediately of the terms of any written offer or written proposal concerning the Property, or any material interest therein. SELLER will cause its employees and representatives to comply with the foregoing provisions. As consideration for the foregoing, BUYER agrees that the sum of \$2,500.00 (the "Exclusivity Fee") of BUYER'S Earnest Money shall be deemed nonrefundable to BUYER in the event this Contract is cancelled by BUYER; provided, however, that the Exclusivity Fee shall be applicable to the Purchase Price at Closing, and shall further be refundable to BUYER in the event of a SELLER default.

35. OPTION TO REPURCHASE. In the event that BUYER fails to complete the construction of its planned manufacturing facility on the Property within twenty-four (24) months from the Closing Date, SELLER shall have a one-time exclusive option to repurchase the Property from BUYER (the "Repurchase Option") for the sum of One Hundred Thirty Thousand Dollars (\$130,000.00) (the "Repurchase Price), plus reimbursement for all development costs incurred and expended by BUYER in development of the Property prior to SELLER exercising its Repurchase Option (the "Repurchase Reimbursements"). BUYER shall provide true and correct copies of all such development costs to SELLER no later than twenty-four (24) months following the Closing Date. In the event SELLER reasonably determines that BUYER has failed to complete construction of its manufacturing facility at the expiration of twenty-four (24) months following the Closing Date, SELLER shall tender notice to BUYER of its intended exercise of said option (the "Repurchase Notice") within thirty (30) days following the twenty-fourth (24th) month after the Closing Date, and shall simultaneously tender to BUYER the Repurchase Price and Repurchase Reimbursements in certified funds. Upon BUYER'S receipt of such Repurchase Notice, Repurchase Price, and Repurchase Reimbursement, BUYER shall have ten (10) days to either accept SELLER'S tender by depositing the Repurchase Price and Repurchase Reimbursements and shall thereafter provide a quit claim deed to SELLER within ten (10) days of such deposit, or, BUYER may reject SELLER'S Repurchase Notice, and SELLER shall be entitled to enforce its right to repurchase by an action for specific performance. The parties acknowledge that SELLER'S Repurchase Option shall be acknowledged in the Deed provided to BUYER by SELLER at Closing.

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

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

BUYER:

TALONX HOLDINGS LLC

By: Kevin E. Gainer
Its: MEMBER
Date: 5/18/22

SELLER:

CITY OF PITTSBURG

By: _____
Its: _____
Date: _____

lep

EXHIBIT A
Legal Description

Kp