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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, August 09, 2022**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

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

**CONSENT AGENDA:**

- a. Approval of the July 26, 2022, City Commission Meeting minutes.
- b. Approval of the application submitted by Kyle Mullen for a Dance Hall License for 5th Street Bar & Grill, located at 111 and 113 West 5th Street, and authorize the City Clerk to issue the license.
- c. Approval of Fire Department staff request to declare 9 sections of soft suction hose, 3 Rapid Intervention Team (RIT) packs, 1 Stokes basket, 1 hydraulic rescue tool set, 1 air bag control kit, 2 sets of rescue jacks and 3 fog nozzles as surplus, and authorize staff to donate the items to local volunteer fire departments.
- d. Approval of staff recommendation to accept an Emergency Solutions Grant (ESG) from the Kansas Housing Resources Corporation (KHRC) in the amount of \$107,837 to support homeless services within our community, for the grant period of July 1st, 2022 through June 30th, 2023, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- e. Approval of the Appropriation Ordinance for the period ending August 9, 2022, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

**SPECIAL PRESENTATIONS:**

- a. 2023 REVENUE NEUTRAL RATE AND 2023 BUDGET - City Manager Daron Hall and Director of Finance Larissa Bowman will provide information regarding the intent to exceed the revenue neutral rate for the 2023 budget and the 2023 budget for adoption. Public hearings will be scheduled for September 13, 2022, as prescribed by law, to be held in the City Commission Room, located in the Law Enforcement Center at 201 North Pine, at 5:30 p.m., regarding the intent to levy a property tax exceeding the revenue neutral rate for the 2023 budget and the adoption of the 2023 budget. **Take that action deemed appropriate.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, August 09, 2022**  
**5:30 PM**

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**CONSIDER THE FOLLOWING:**

- a. VARIANCE - SCHROEDER - 2306 MARETTA DRIVE - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve a variance request submitted by Douglas Schroeder to allow a garage over 900 sq. ft at 2306 Marett Drive. **Approve or disapprove the recommendation.**
  
- b. CONDITIONAL USE PERMIT - OXLAJ - 1609 NORTH WALNUT - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve a conditional use permit request submitted by Alberto Oxlaj to allow a church to operate at 1609 North Walnut. **Approve or disapprove the recommendation.**
  
- c. MID-CITY RENAISSANCE AREA ENVIRONMENTAL ASSESSMENT CONTRACT - Consider staff recommendation to approve a contract between the City of Pittsburg and SCS Engineers, in which SCS Engineers will provide assessment and analytical services that will assist in defining the environmental conditions in the Mid-City Renaissance Area. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

**NON-AGENDA REPORTS & REQUESTS:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
July 26, 2022

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A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, July 26, 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 – Bishop Walter Simpson, on behalf of the Lighthouse Temple, provided an invocation.

PUBLIC INPUT -

OXFORD HOUSE - Martin Dupslaff, 2204 South Homer, thanked Mayor Cheryl Brooks and City Manager Daron Hall for providing the opportunity for citizens to come together and learn about the Oxford House to be located at 2404 South Homer.

OXFORD HOUSE - Kevin Kalm, 2206 South Tucker, asked if the residents of the Oxford House at 2404 South Homer would be recovering from drug and/or alcohol addiction, or if the residents could be individuals with sex, violent, or other convictions.

APPROVAL OF MINUTES – On motion of Seglie, seconded by Munsell, the Governing Body approved the July 12, 2022, City Commission Meeting minutes as presented. Motion carried.

ORDINANCE NO. S-1085 – On motion of Seglie, seconded by Munsell, the Governing Body adopted Ordinance No. S-1085, levying a special assessment against the lots or parcels of land on which refuse matter was located, to pay the cost of making the premises safe and hygienic, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. S-1086 – On motion of Seglie, seconded by Munsell, the Governing Body adopted Ordinance No. S-1086, levying a special assessment against the lots or parcels of land on which a public nuisance was located, to pay the cost of abating the nuisance, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. S-1087 – On motion of Seglie, seconded by Munsell, the Governing Body adopted Ordinance No. S-1087, levying a special assessment against the lots or parcels of land on which existed weeds or obnoxious vegetable growth, to pay the cost of cutting or removing said growth, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

STOP SIGNS – On motion of Seglie, seconded by Munsell, the Governing Body approved the recommendation of the Traffic Advisory Board to place stop signs at the intersections of 17th & North Grand, 17th & North Smelter, and 10th & North Miles, and authorized City staff to erect the signs. Motion carried.



OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
July 26, 2022

APPROPRIATION ORDINANCE – On motion of Seglie, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending July 26, 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.

FIVE YEAR FINANCIAL FORECAST – Following a presentation by City Manager Daron Hall and Director of Finance Larissa Bowman, on motion of McNay, seconded by Hite, the Governing Body adopted the City's five year financial forecast. Motion carried.

PRESENTATION OF THE CITY MANAGERS SUBMITTED 2023 BUDGET – City Manager Daron Hall presented the City Manager's Submitted 2023 Budget.

NON-AGENDA REPORTS & REQUESTS –

BULKY ITEM PICK-UP PROGRAM – Director of Public Works and Utilities Matt Bacon announced that the City's recent bulky item pick-up program was a success.

RESPONSE TO PUBLIC INPUT – Leigh Anne Larson, Executive Director of the Friends of Recovery Association, provided information and answered questions regarding the Oxford House to be located at 2404 South Homer. Oxford Houses are self-run, self-supported recovery houses. Ms. Larson announced a neighborhood meeting to be held at 2:00 p.m. on Saturday, July 30<sup>th</sup>, 2022, at the Parole Office, located at 1008 West 4<sup>th</sup> Street, regarding the Oxford House on South Homer.

ADJOURNMENT: On motion of McNay, seconded by Seglie, the Governing Body adjourned the meeting at 7:14 p.m. Motion carried.

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Cheryl L. Brooks, Mayor

ATTEST:

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Tammy Nagel, City Clerk

**TO:** Daron Hall  
City Manager

**FROM:** Dennis Reilly  
Fire Chief

**DATE:** 3 August 2022

**SUBJECT:** Agenda Item, 9 August 2022  
Surplus Property

The City staff is requesting the below listed items be declared surplus and allow the Fire Department to donate the items to our local volunteer fire departments. The below listed items have been replaced by new upgraded equipment and are no longer used by the Pittsburg Fire Department.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday 9 August 2022. The action requested is for the Governing Body to declare the below listed assets as surplus and give permission to the City staff to donate these items to the local volunteer fire departments.

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

- 9 sections of soft suction hose, various lengths
- 3 Rapid Intervention team (RIT) packs – Universal Air Connection only
- 1 Stokes Basket
- 1 Hydraulic Rescue Tool set – pump, tools, & hose not in operating condition
- 1 Air Bag Control kit – regulator, deadman, & hoses
- 2 sets of Rescue Jacks
- 3 1 /2 fog nozzles



COMMUNITY DEVELOPMENT

AND HOUSING

216 N Broadway, Ste G

Pittsburg KS 66762

(620) 232-1210

www.pittks.org

FAX: (620) 232-3453

To: Pittsburg City Mayor & Commissioners  
From: Megan Keener, Housing Manager  
CC: Daron Hall, City Manager & Tammy Nagel, City Clerk  
Date: August 3<sup>rd</sup>, 2022  
Subject: Agenda Item – August 09, 2022  
Notification of Grant Award: Emergency Solutions Grant FFY 2022

I am pleased to bring before you the enclosed Notification of Grant Award document, from the Kansas Housing Resources Corporation, for the Emergency Solutions Grant in the amount of \$107,837. The ESG grant period will be for twelve (12) months, July 01, 2022 through June 30, 2023.

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

These services include a day shelter at Wesley House, where program participants have access to daily breakfast and lunch, laundry facilities, shower facilities, and case management, including assistance obtaining birth certificates, social security cards, and other documentation necessary to stabilize the household.

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

Sincerely,

Megan Keener  
Housing Manager  
Pittsburg Public Housing Authority

enclosures





July 29, 2022

Megan Keener, Housing Manager  
City of Pittsburg (Subrecipient)  
PO Box 688  
Pittsburg, KS 66502

Kansas Housing Resources Corporation (Recipient) is pleased to announce your 2022 Emergency Solutions Grant award. Listed below is the total amount of your award for program costs (street outreach, emergency shelter, homeless prevention, rapid rehousing, or HMIS) and the amount of program administrative funds awarded to your agency. Please revise your budget using these amounts and add the revised program amounts to the Notice of Award and Itemized Budget forms.

2022 ESG Grant	
Wesley House	\$55,000
City of Pittsburg	\$50,000
Total Program Admin	\$2,837
<b>Total Award</b>	<b>\$107,837</b>

The ESG 2022 grant period will be for twelve (12) months, July 01, 2022, through June 30, 2023.

Please review attachment 1; ESG 2022 Existing Sub technical submission for a list of documents that will need to be completed. These documents can be electronically signed and emailed back to me. The allocation of this funding will require that you and your sub recipient agencies follow the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200.

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

*Doug Wallace*

Doug Wallace

Program Manager, Emergency Shelter Grant  
Kansas Housing Resources Corporation  
611 S. Kansas Ave. Suite 300 (785) 217- 2019  
dwallace@kshousingcorp.org



2022

## KANSAS EMERGENCY SOLUTIONS GRANT (ESG) APPLICATION

July 20, 2022

This notice is to inform you of the intent to fund your agency for the 2022 ESG grant cycle.

Please complete the documentation provided. Once received, we will provide a grant agreement for signature.

Please follow the instructions carefully to ensure the forms are filled out correctly.

- 1) Contractual Provision Attachment (DA 146a)
- 2) Grant Award Conditions
- 3) Notification of Grant Award
- 4) Detailed Budget Itemization
- 5) Faith Based Agency Certification

Following are the instructions for each document:

- 1) Contractual Provisions Attachment – Read, obtain an authorized signature, send a copy to KS Housing and place a copy in your ESG file.
- 2) Grant Award Conditions – Read, obtain an authorized signature, send a copy to KS Housing and place a copy in your ESG file.
- 4) Notification of Grant Award – Amounts entered under Project Budget should match the amounts listed on your award letter. Send the signed original to KHRC and place a copy in your ESG file.
- 5) Detailed Budget Itemization – PLEASE TYPE THIS FORM.
  - Fill in Sub Award agency's name and address (fill one out for each sub-award agency), fill out specific activities under appropriate categories (refer to the application under activities if you have questions about what activities should go under what categories).
  - Put in dollar amount of funds beside each category (not activity), and then total under "total approved ESG expenses". Fill out dollar amount under appropriate "Matching Funds" section. Match amount is 100% of



grant award NOT including administration funds. Your matching funds amount should be the same as what was placed under "Local Matching Funds" on the "Notification of Grant Award".

- The Sub-Recipient will sign and date the form, place a copy in your ESG file and send a copy to KS Housing.
- 6) Faith Based Agency Certification – Complete, obtain Sub-Recipient signature, send a copy to KS Housing and place a copy in your ESG file.

Along with the 2022 ESG Grant Documents, you will also find a copy of the Environmental Reviews.

As an Emergency Solution Grant Sub-Recipient, you are responsible for completing an Environmental Review before funds may be awarded.

Your proposed projects are categorically excluded and require that you complete the attached checklist and include the supporting documentation.

Guidance for completion is:

- Attach an Airport Clear Zone map for 1. "AIRPORT RUNWAY PROTECTION ZONE / CLEAR ZONE NOTIFICATION," either obtained from the airport directly or taken from the airport's master plan, which often is available on-line. The aim is to demonstrate that the property is (not) within the identified clear zone, and therefore notification is (not) required.
- A sample from Mid-Continent is attached.
- Documentation for 3. "FLOOD DISASTER PROTECTION ACT" must be a FEMA FIRMETTE map, marked to show the location of the property. Properties located outside any FEMA-identified Special Flood Hazard Area do not need flood insurance. These maps can be retrieved from FEMA at this web address:  
<https://msc.fema.gov/webapp/wcs/stores/servlet/FemaWelcomeView?storeId=10001&catalogId=10001&langId=-1>.
- An example from the City of McPherson is attached.
- Project Name –  
(City or County Name) – ESG – 2022, ERR FILE # - 2022 ESG

The following administrative policies for the Sub Recipient (City or County) and the Sub Award (ESG services provider) must now be submitted before ESG funds will be awarded:

- 6) Drug Free workplace policy - 2 CFR 2429
- 7) Conflict of interest policy - 24 CFR 576.404

If you have any questions, please contact Doug Wallace at [dwallace@kshousingcorp.org](mailto:dwallace@kshousingcorp.org) or Brina Nold at [bnold@kshousingcorp.org](mailto:bnold@kshousingcorp.org)

Please return all documents to Brina Nold at [bnold@kshousingcorp.org](mailto:bnold@kshousingcorp.org) no later than **August 8, 2022.**



## **Grant Award Conditions**

### **Kansas ESG Program**

1. All ESG Sub Recipients must have signed the “Certification of Local Approval for Nonprofit Organizations” and the, “Local Unit of Government Emergency Solutions Grant Program ESG FY2022 Certifications” contained in the Kansas Emergency Solutions Grant Application before any funds will be distributed.
2. The Sub Recipient requests for grant funds shall only be for reimbursement of activities, as specifically agreed to in the “Notification of Grant Sub Award” and “Budget Itemization”. Any request for changes must be submitted to the Kansas Housing Resources Corporation (KHRC) in writing.
3. When salaries are included in the State’s grant Sub Award, concurrent with the first reimbursement of salaries, the Sub Recipient shall submit the name, title, beginning date, and qualifications of the employee(s).
4. The State will de-obligate and recapture from the Sub Recipient, any unexpended grant funds after the ending date of grant sub award, unless an extension is agreed to for completion of activities specified in the “Notification of Grant Sub Award” and “Budget Itemization.”
5. The Sub Recipient, and Sub Awardee to which it distributes Emergency Solutions Grant funds, shall maintain program and fiscal records, and retain such records for a minimum of five years after completion of the State’s Final Report to the U.S. Department of Housing and Urban Development or until completion of a State Audit Report.
6. Authorized representatives of KHRC, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Sub Recipient pertaining to the administration of these funds and the receipt of assistance under the ESG Program as may be necessary to make audits, examinations, excerpts, and transcripts. Any contract or agreement entered into by the Recipient shall contain language comparable to this section so as to assure access by authorized parties to the pertinent records of any Sub Recipient, Sub Awardee, contractor, or subcontractor.
7. The Sub Recipient shall submit the Progress and Final Performance Report to the State, as required by the U.S. Department of Housing and Urban Development. The Sub Recipient shall submit any other reports, containing such information, and at such times as may be required by the Kansas Housing Resources Corporation & 24 CFR 576.500.
8. The Sub Recipient and Sub Awardee's funded under this grant sub award, shall acknowledge support of the Kansas Housing Resources Corporation in all public relations materials describing local Emergency Solutions Grant activities.



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

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

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

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

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

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

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Signature

August 09, 2022

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Date

Cheryl Brooks, Mayor

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Title

## CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July 2022.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement with Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Cheryl Brooks, Mayor

August 09, 2022

Signature and Title

Date

BUDGET ITEMIZATION  
KANSAS EMERGENCY SOLUTIONS GRANT PROGRAM  
KANSAS HOUSING RESOURCES CORPORATION

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

APPROVED ESG EXPENSES

FOR SUB-AWARDEE

City of Pittsburg

**STATE ESG FUNDS** (See ESG Eligible Amount Activities.)

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

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

Homeless Prevention *(List standard sub items with planned expenses.)* \$ 25,000.00

Rental Assistance: \$8,000      CM Salary: 7,500  
 Utility Assistance: \$5,000  
 Rental Arrears: \$4,000  
 Security Deposit: \$2,000

Rapid Re-Housing *(List standard sub items with planned expenses.)* \$ 25,000.00

Rental Assistance: \$8,000  
 Utility Assistnace: \$6,000  
 Security Deposit: \$2,000  
 CM Salary: \$7,500

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

**TOTAL APPROVED ESG EXPENSES** \$ **50,000.00**

BUDGET ITEMIZATION  
PAGE 2

LOCAL MATCHING FUNDS

AMOUNT

Donated Materials or Buildings

\$

Value of Lease

\$

Staff Salaries

\$

Volunteer Time

\$

Other Non-ESG Sources

\$

TOTAL MATCHING FUNDS

\$

(Must equal Total Approved ESG Expenses.)

I, the undersigned, approve this Budget Itemization.

**Financial Officer of Sub-Recipient Responsible for ESG Account**

August 09, 2022

Signature

Date

Cheryl Brooks

Mayor, City of Pittsburg

Name

Title

620-231-4100

620-232-3453

Telephone #

Fax #

# ESG – FAITH BASED AGENCY CERTIFICATION

<b>Name of Sub Recipient:</b>	City of Pittsburgh
<b>Name of Sub Award:</b>	City of Pittsburgh

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

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

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

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

**Signature of Sub Recipient Official:** \_\_\_\_\_

**Date:** August 09, 2022



U.S. Department of Housing and Urban Development  
Great Plains Regional Office – Region VII  
400 State Avenue, Room 200  
Kansas City, KS 66101-2406

PROJECT NAME: City of Pittsburg - ESG - 2022

ERR FILE #: 2022 ESG Retain this form in the ERR of the subject project.

**REQUIREMENTS listed at 24 CFR 58.6**

**1. AIRPORT RUNWAY PROTECTION ZONE / CLEAR ZONE NOTIFICATION**

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

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

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

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

**2. COASTAL BARRIERS RESOURCES ACT**

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

Is the project located in a coastal barrier resource area?

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

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

**3. FLOOD DISASTER PROTECTION ACT**

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

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

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

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

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

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

Cheryl Brooks, Mayor

August 09, 2022

Responsible Entity Official: Signature / Name / Title /Date



# ATKINSON MUNICIPAL AIRPORT (PTS)

Pittsburg, Kansas

## Exhibit A

Airport Hazard Area Map



TERPS

VGAS

FAR Part 77

### LEGEND

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

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



Not to Scale

**LOCHNER**  
AERIAL PHOTOGRAPHY & MAPPING  
P.O. BOX 1000, PITTSBURG, KS 66850



[illegible]

U.S. DEPARTMENT OF COMMERCE

Year	Number of cases	Number of deaths
1990	1,000	100
1991	1,100	110
1992	1,200	120
1993	1,300	130
1994	1,400	140
1995	1,500	150
1996	1,600	160
1997	1,700	170
1998	1,800	180
1999	1,900	190
2000	2,000	200
2001	2,100	210
2002	2,200	220
2003	2,300	230
2004	2,400	240
2005	2,500	250
2006	2,600	260
2007	2,700	270
2008	2,800	280
2009	2,900	290
2010	3,000	300
2011	3,100	310
2012	3,200	320
2013	3,300	330
2014	3,400	340
2015	3,500	350
2016	3,600	360
2017	3,700	370
2018	3,800	380
2019	3,900	390
2020	4,000	400

**1. Introduction**

Keep everything in the center of the page.

THE UNIVERSITY OF CHICAGO

**Scholarship**

**QUESTION** *What is the best way to get a child to eat vegetables?*

1

**THE**

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

34

**How do you feel about the future of the company?**

**PROF. DR. GÜNTER KRECH**

**Abstract** *See page 1009*

1000

---

1

**FLOOD INSURANCE RATE**

**KAYAK**

© 1997 by The McGraw-Hill Companies, Inc.

118



11



17

**EFFECTIVE CALL**  
APRIL 11, 2008

1

Kärsus

SEE INSTRUCTIONS FOR FULL RANGE OF SERVICES.

118

100

11



1

BUDGET ITEMIZATION  
KANSAS EMERGENCY SOLUTIONS GRANT PROGRAM  
KANSAS HOUSING RESOURCES CORPORATION

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

APPROVED ESG EXPENSES

FOR SUB-AWARDEE

Wesley House

**STATE ESG FUNDS** (See ESG Eligible Amount Activities.)

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

Emergency Shelter *(List standard sub items with planned expenses.)* \$ 55,000.00

Shelter Overhead Operating Expenses: \$7,117  
 Supplies: \$3,000  
 CM Salary: \$44,883

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

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

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

**TOTAL APPROVED ESG EXPENSES** \$ **55,000.00**

BUDGET ITEMIZATION  
PAGE 2

LOCAL MATCHING FUNDS

AMOUNT

Donated Materials or Buildings

\$ 55,000.00

Building

Value of Lease

\$

Staff Salaries

\$

Volunteer Time

\$

Other Non-ESG Sources

\$

TOTAL MATCHING FUNDS

\$ 55,000.00

(Must equal Total Approved ESG Expenses.)

I, the undersigned, approve this Budget Itemization.

**Financial Officer of Sub-Recipient Responsible for ESG Account**

August 09, 2022

Signature

Date

Cheryl Brooks

Mayor, City of Pittsburg

Name

Title

620-231-4100

620-232-3453

Telephone #

Fax #

# ESG – FAITH BASED AGENCY CERTIFICATION

<b>Name of Sub Recipient:</b>	City of Pittsburgh
<b>Name of Sub Award:</b>	Wesley House

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

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

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

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

**Signature of Sub Recipient Official:** \_\_\_\_\_

**Date:** August 09, 2022



## **Grant Award Conditions**

### **Kansas ESG Program**

1. All ESG Sub Recipients must have signed the "Certification of Local Approval for Nonprofit Organizations" and the, "Local Unit of Government Emergency Solutions Grant Program ESG FY2022 Certifications" contained in the Kansas Emergency Solutions Grant Application before any funds will be distributed.
2. The Sub Recipient requests for grant funds shall only be for reimbursement of activities, as specifically agreed to in the "Notification of Grant Sub Award" and "Budget Itemization". Any request for changes must be submitted to the Kansas Housing Resources Corporation (KHRC) in writing.
3. When salaries are included in the State's grant Sub Award, concurrent with the first reimbursement of salaries, the Sub Recipient shall submit the name, title, beginning date, and qualifications of the employee(s).
4. The State will de-obligate and recapture from the Sub Recipient, any unexpended grant funds after the ending date of grant sub award, unless an extension is agreed to for completion of activities specified in the "Notification of Grant Sub Award" and "Budget Itemization."
5. The Sub Recipient, and Sub Awardee to which it distributes Emergency Solutions Grant funds, shall maintain program and fiscal records, and retain such records for a minimum of five years after completion of the State's Final Report to the U.S. Department of Housing and Urban Development or until completion of a State Audit Report.
6. Authorized representatives of KHRC, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Sub Recipient pertaining to the administration of these funds and the receipt of assistance under the ESG Program as may be necessary to make audits, examinations, excerpts, and transcripts. Any contract or agreement entered into by the Recipient shall contain language comparable to this section so as to assure access by authorized parties to the pertinent records of any Sub Recipient, Sub Awardee, contractor, or subcontractor.
7. The Sub Recipient shall submit the Progress and Final Performance Report to the State, as required by the U.S. Department of Housing and Urban Development. The Sub Recipient shall submit any other reports, containing such information, and at such times as may be required by the Kansas Housing Resources Corporation & 24 CFR 576.500.
8. The Sub Recipient and Sub Awardee's funded under this grant sub award, shall acknowledge support of the Kansas Housing Resources Corporation in all public relations materials describing local Emergency Solutions Grant activities.



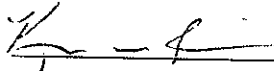
9. Special Conditions: The specific provisions found in "Contractual Provisions Attachment" (Form DA-146a), attached hereto to be executed by parties to this agreement, and are hereby incorporated into this agreement and made a part hereof.
10. No Sub Recipient or Sub Awardee may participate in the ESG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

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

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

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

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

  
Signature

8/2/2022  
Date

Operations Manager  
Title



## CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July 2022.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement with Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Signature and Title

Operations Manager

Date





**Section Number:** VIII

**Effective Date:** 8/31/2015

**Revision Date:** 8/2015;04/2014;12/2009,  
06/2016

**Policy Number:** 805

**Page:**

**Revision Number:** 4

## **805 - DRUGS AND ALCOHOL**

The City of Pittsburgh is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our commitment. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

Any individual who is employed by the City, conducts business for the City, is applying for a position or is conducting business on the City's property is covered by our drug-free workplace policy. All employees are subject to testing for the use of drugs and alcohol post-accident, whenever there is reasonable suspicion of drug or alcohol use. Commercial Driver's License holders are subject to random testing on a quarterly basis.

As a condition of employment, this organization requires that employees adhere to a strict policy regarding the use and possession of drugs and alcohol. The City encourages employees to voluntarily seek help with drug and alcohol problems. The City's Employee Assistance Program (EAP) is available to employees and family members to assist with addressing drug and/or alcohol related problems.

With the exception of police investigatory purposes, the policy of the City of Pittsburgh prohibits employees to possess, distribute, dispense, manufacture or use, drugs, controlled substances (except such drugs or controlled substances prescribed by the employee's physician), or drug paraphernalia on or in City buildings, parking lots, vehicles, or other City property. Any use, dispensing, or distribution of alcohol except as related to the employee's job duties, during the employee's regularly scheduled work time (shift) while on or off City property is prohibited. An employee must not consume alcohol eight (8) hours prior to reporting to their regular scheduled work. City employees who are subject to callback must adhere to department policies addressing drug and alcohol use during times when they may be called in to work.

The City Manager may exempt certain employees from the consumption provision of this policy for, attendance at social events, or other activities which further the City's interest provided such activities do not conflict with the below paragraph.

In an emergency situation, the City Manager may require essential personnel to be called in to work. In the event that alcohol has been consumed, the City Manager will determine if the expertise of the person is required. When the individual is required to report to work, the City will provide transportation.



**Section Number:** VIII  
**Effective Date:** 8/31/2015  
**Revision Date:** 8/2015;04/2014;12/2009,  
06/2016

**Policy Number:** 805  
**Page:**  
**Revision Number:** 4

The City's policy also conforms to the federal requirements established for alcohol and drug testing of all employees covered by the Omnibus Transportation Employee Testing Act of 1991, Public Law 102-143, Title V, and is part of the City's ongoing drug free awareness program.

#### Prescribed Medication

Employees who are required by a licensed health care provider to take prescription medicine (either temporarily or on an ongoing basis) that may cause behaviors that affect their work performance or which would cause a direct threat to the health or safety of themselves or a co-worker, shall notify their immediate supervisor of the medication prescribed. Any documentation of this information will be maintained confidentially in the employee's medical file.

#### Search of City Premises

All property belonging to the City is subject to inspection at any time without notice as there is not an expectation of privacy. Property includes, but is not limited to, vehicles, desks, containers, files, and storage lockers.

#### Reporting and/or Investigation

City employees who have reason to believe another employee is in violation of this policy, shall report the facts and circumstances immediately to a supervisor and/or Human Resources.

Employees must abide by the terms of this drug and alcohol policy. Employees must notify their supervisor and/or Human Resources immediately if charged with any misdemeanor or felony drug or alcohol statute violation. Notification must also be provided of any subsequent conviction(s) regarding drug or alcohol statute violations.

Employees must cooperate in any investigation relating to conduct prohibited by this policy. Failure to cooperate may result in disciplinary action including and up to separation from employment.

#### Post-Employment Offer Testing

After an offer of employment is extended, the candidate must submit to a drug screening test as a part of the health assessment. Refusal to submit to the testing,





**Section Number:** VIII

**Policy Number:** 805

**Effective Date:** 8/31/2015

**Page:**

**Revision Date:** 8/2015;04/2014;12/2009,  
06/2016

**Revision Number:** 4

possession of a specimen altering device or submitting altered or substituted specimen will automatically disqualify an individual for employment.

#### Refusal to Test

Refusal to submit to alcohol or drug test will result in separation from employment. Altered or substituted tests shall be considered a refusal to test.

#### Test Results

An employee or prospective employee, who as a result of testing, is found to have engaged in the use of controlled substances or having an alcohol concentration in the blood or breath of 0.04% or greater shall have the offer of employment rescinded or be removed from service and his/her employment with the City will be terminated.

If the alcohol testing results in an alcohol concentration below 0.04%, the employee will be removed from his/her duties and placed on unpaid Administrative Leave until notified by the Department Head and/or Human Resources of a return to work date. The employee may be subject to disciplinary action, including and up to separation from employment.

#### Post-Accident Testing

Post-accident testing is required in the following circumstance:

- The accident results in an injury that requires medical treatment beyond first aid.
- The accident is a motor vehicle accident (MVA) involving another motor vehicle.
- The employee's supervisor determines that post-accident testing is required.

Refer to Attachment A - Accident Reporting Flowchart.

Testing is required to be completed within two (2) hours from the time of the accident. If testing is not completed within the two-hour time period, the supervisor will document the reason why testing did not occur timely on the accident report form. If the test is not administered within eight (8) hours following the accident, the City shall cease attempts to administer an alcohol/drug test and document the situation on the accident report.

Employees requiring post-accident testing must not consume alcohol until after the testing is completed or within the eight (8) hours following the accident.



**Section Number:** VIII

**Policy Number:** 805

**Effective Date:** 8/31/2015

**Page:**

**Revision Date:** 8/2015;04/2014;12/2009,  
06/2016

**Revision Number:** 4

Accident forms are to be turned into Human Resources no later than three (3) work days from the date of the accident.

An employee that has a positive or non-negative initial testing result(s) will be removed from duty until the results are verified and affirmed through medical review and received by Human Resources. A final result of positive will result in separation from employment.

#### Reasonable Suspicion Testing

Reasonable suspicion testing is conducted when supervisors document observable signs and symptoms that lead them to believe that the individual may be under the influence of drugs and/or alcohol. It is extremely important to have clear, consistent definitions of what behavior justifies reasonable suspicion drug and alcohol testing. Suspicion should trigger investigations, which should result in documentation of observable signs. It is recommended that the supervisor use the Reasonable Suspicion Drug/Alcohol Testing Checklist (Attachment B). Supervisors may consult with another supervisor or manager for verification of signs and symptoms and always document what is observed:

- Specific observations concerning appearance, behavior, speech, body odors or performance
- Violations of any safety rule or unsafe work incident, which after further investigation of the employee's behavior leads the supervisor to believe the employee may be under the influence
- Other physical or existing indicators of alcohol or other drug use

An employee that observes behavior or performance problems of another employee which could have an adverse effect on his or her personal safety, the safety of others or job performance and reasonably suspects such behavior and performance to be the result of use of alcohol or other drugs, shall immediately notify the supervisor, Department Head or Human Resources.

Any employee who is tested due to reasonable suspicion will be removed from duty until the results are verified and affirmed through medical review and received by Human Resources. A positive test result will result in separation from employment.





**Section Number:** VIII

**Policy Number:** 805

**Effective Date:** 8/31/2015

**Page:**

**Revision Date:** 8/2015;04/2014;12/2009,  
06/2016

**Revision Number:** 4

#### CDL Testing

CDL employees will be included in a pool for CDL positions as determined by the Department of Transportation. For CDL positions, the number of random drug tests conducted shall equal at least 50% of all the CDL employees within the City or if a consortium is developed, then 50% of the consortium sample. Likewise Evidential Breath Test (EBT) shall be conducted on 10% of the CDL employees and 10% of the consortium sample.

A CDL employee called for random testing, is required to report to the testing site by the end of the workday he/she was notified. Failure for timely reporting to the testing site may result in disciplinary action including and up to separation from employment.

A CDL employee that has a positive or non-negative initial testing result(s) may be removed from duty until the results are verified and affirmed through medical review and received by Human Resources. A final result of positive may result in separation of employment.

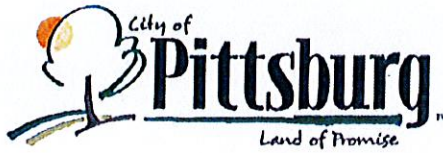
#### Voluntary Admission by an Employee

Employees are encouraged to voluntarily identify themselves as drug users or alcohol abusers and to obtain counseling and rehabilitation through a qualified professional. Employees and family members may access the City's EAP program to address alcohol and/or drug related problems.

Employees who voluntarily identify themselves as having a drug or alcohol problem and obtain appropriate counseling and rehabilitation may be retained in their current position or reinstated to their previous position upon full release by the selected program according to Federal and State laws. Public health and safety responsibilities of the position will be taken into consideration when making this determination. An employee requesting time away from work to obtain counseling and rehabilitation may be covered under the guidelines of Family and Medical Leave of Absence. Contact Human Resources for more information.

The City will require a current City employee who was reinstated or retained, to undergo a drug or alcohol test if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during working hours.





**Section Number:** VIII

**Policy Number:** 805

**Effective Date:** 8/31/2015

**Page:**

**Revision Date:** 8/2015;04/2014;12/2009,  
06/2016

**Revision Number:** 4

#### Costs for Testing

The City shall pay the laboratory cost of obtaining all drug and alcohol tests required or provided for in the Policy. In addition, the City shall compensate all employees for time spent during work hours providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with the random, reasonable suspicion, post-accident, or follow-up testing required by this policy.

#### Disciplinary Appeal Rights

If an employee's positive test results have been confirmed and disciplinary action, including separation from employment, is taken the employee is entitled to follow the Disciplinary Appeal process (Policy 812) regarding the action taken.

#### Confidentiality

All information from an employee's drug or alcohol test is confidential. All information related to the drug or alcohol test of an employee will be maintained in the employee's confidential medical file. Anyone disclosing drug test results, as prohibited by this Policy, will be subject to disciplinary action, including and up to separation from employment.

An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or drugs, including any test records. Records shall also be made available when requested by the Secretary of Transportation, DOT agency, National Transportation Safety Board (NTSB), or and State or local officials with regulatory authority over DOT employees.

Test results may only be released to Human Resources, the City Manager, the City's legal counsel, the Substance Abuse Professional or to the decision maker in a lawsuit, Disciplinary Appeal or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or controlled substance test administered under this Policy; from the employer's determination that the employee engaged in conduct prohibited by this Policy; or a request which is otherwise required by law to be released. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee.

Records shall be made available to a subsequent employer upon receipt of a written request from a previous employee but such disclosure is expressly limited to the terms of the employee's request and the disclosure permitted by law. The City shall maintain



**Section Number:** VIII

**Effective Date:** 12/22/2009

**Revision Date:** 01/01/2017

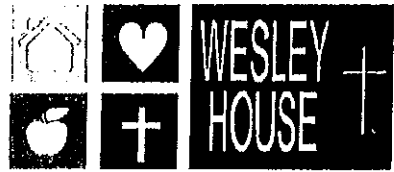
**Policy Number:** 802

**Page:**

**Revision Number:** 1

## **802 - CONFLICTS OF INTEREST**

City employees need to be sensitive to the possibility that outside obligations, financial interests, or employment may affect their responsibilities and decisions as employees of the City of Pittsburgh. Involvement of City employees in outside activities, both public and private, often serves the interests of the individual, City, and general public. Participation of individuals in activities outside the City is encouraged to the extent that they do not interfere with the mission of the City or the employee's job performance.



## Drug, Alcohol and Substance Abuse

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Wesley House expects all employees to report to work in a condition that will enable them to perform their duties. The presence of drugs and/or alcohol on the job and the influence of these substances on employees during working hours is inconsistent with the objectives of the Wesley House. Illegal substances and/or alcohol are not allowed on the premises at any time. Any employee under the influence of illegal substances or alcohol will be immediately terminated from employment. Any illegal substance will be turned over to the appropriate law enforcement agency and may result in prosecution.

An employee may be required to submit to appropriate tests for alcohol or prohibited drugs in his/her system, including the giving of urine, blood or other samples as needed for testing purposes. Testing will be done at a clinic authorized by the Wesley House. Failure to give written consent to drug and alcohol testing and failure to provide samples for such testing will be grounds for immediate suspension and other disciplinary action up to and including termination.

411 East 12th Street, Pittsburg, Kansas 66762  
wesleyhouseumc@yahoo.com wesleyhouseumc.org  
Phone (620) 232-3760 Fax (620) 232-6602





## Conflict of Interest for Employees

Wesley House employees should avoid conflicts of interest.

A conflict of interest occurs when agency action personally benefits, financially or otherwise, an employee or a member of the employee's immediate family and the action has not been approved by appropriate agency action.

Appropriate agency action means a decision made without the involvement of the employee who has the conflict of interest and with full disclosure of the pertinent facts. If an employee believes that a conflict of interest has occurred or is about to occur, the employee should report the matter to the Executive Director or any other member of management.

Any employee who makes such a report in good faith will be protected from discipline or retaliation. Wesley House will interview the employee, carefully investigate, and take appropriate preventative or corrective action. Wesley House will endeavor to keep the employee's identity confidential consistent with a thorough investigation. Once the investigation is complete the reporting employee will be advised that appropriate action has been taken.

*Employees who become aware that potential Wesley House action may benefit either themselves or a member of their immediate family have a duty to inform their immediate supervisor and/or the Executive Director of the fact and fully disclose the pertinent facts.*

Employees who fail to make such disclosure or who improperly benefit from a conflict of interest will be subject to disciplinary action, up to and including termination of employment.

411 East 12th Street, Pittsburg, Kansas 66762  
wesleyhouseumc@yahoo.com wesleyhouseumc.org  
Phone (620) 232-3760 Fax (620) 232-6602

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	7/29/2022			191691		
C-CHECK	VOID CHECK	V	7/29/2022			191692		

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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:		2	VOID DEBITS	0.00				
			VOID CREDITS	0.00	0.00	0.00		

TOTAL ERRORS: 0

		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
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BANK: *		TOTALS:	2	0.00		0.00		0.00

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0026	STANDARD INSURANCE COMPANY	D	8/02/2022			000000		1,284.18
0321	KP&F	D	7/22/2022			000000		48,929.85
0728	ICMA	D	7/22/2022			000000		1,241.56
1050	KPERS	D	7/22/2022			000000		44,985.10
3079	COMMERCE BANK	D	7/26/2022			000000		55,062.80
6415	GREAT WEST TANDEM KPERS 457	D	7/22/2022			000000		4,908.00
7290	DELTA DENTAL OF KANSAS INC	D	7/22/2022			000000		3,155.18
7290	DELTA DENTAL OF KANSAS INC	D	7/29/2022			000000		3,687.90
8051	AFLAC GROUP INSURANCE	D	7/27/2022			000000		1,497.35
8526	HEALTH PLANS, INC	D	7/21/2022			000000		9,774.99
8526	HEALTH PLANS, INC	D	7/22/2022			000000		4,012.78
8526	HEALTH PLANS, INC	D	7/29/2022			000000		24,314.41
8202	PETROLEUM TRADERS CORPORATION	E	7/21/2022			015953		31,158.76
8241	CLARENCE L. GARMAN	E	7/21/2022			015954		80.00
0046	ETTINGERS OFFICE SUPPLY	E	7/21/2022			015955		78.51
0055	JOHN'S SPORT CENTER, INC.	E	7/21/2022			015956		148.50
0101	BUG-A-WAY INC	E	7/21/2022			015957		160.00
0109	RANDY VILELA TRUCKING & HAULIN	E	7/21/2022			015958		9,425.00
0112	MARRONES INC	E	7/21/2022			015959		567.91
0133	JIM RADELL CONSTRUCTION COMPAN	E	7/21/2022			015960		10,011.60
0142	HECKERT CONSTRUCTION CO INC	E	7/21/2022			015961		4,960.89
0181	INGRAM LIBRARY SERVICES	E	7/21/2022			015962		28.96

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0202	CLIFF HIX ENGINEERING INC	E	7/21/2022			015963		120.00
0317	KUNSHEK CHAT & COAL CO, INC.	E	7/21/2022			015964		4,433.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	7/21/2022			015965		119.90
0577	KANSAS GAS SERVICE	E	7/21/2022			015966		608.80
0597	CORNEJO & SONS LLC	E	7/21/2022			015967		601.17
1150	INDUSTRIAL SALES CO INC	E	7/21/2022			015968		260.89
1792	B&L WATERWORKS SUPPLY, LLC	E	7/21/2022			015969		3,562.67
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	7/21/2022			015970		1,511.93
2767	BRENNTAG SOUTHWEST, INC	E	7/21/2022			015971		2,512.28
3126	W.W. GRAINGER, INC	E	7/21/2022			015972		14.93
4307	HENRY KRAFT, INC.	E	7/21/2022			015973		340.24
4621	JCI INDUSTRIES INC	E	7/21/2022			015974		36,542.94
4925	MASEK GOLF CAR COMPANY	E	7/21/2022			015975		971.34
5014	MID-AMERICA SANITATION INC.	E	7/21/2022			015976		595.00
5049	CRH COFFEE INC	E	7/21/2022			015977		49.90
5706	S THOMPSON LLC	E	7/21/2022			015978		650.00
5855	STERICYCLE, INC.	E	7/21/2022			015979		116.14
6162	OZARK CRANE SERVICE INC	E	7/21/2022			015980		1,962.80
6175	HENRY C MENGHINI	E	7/21/2022			015981		350.40
6389	PROFESSIONAL TURF PRODUCTS LP	E	7/21/2022			015982		270.35
6558	VERMONT SYSTEMS INC	E	7/21/2022			015983		10,053.50
6595	AMAZON.COM, INC	E	7/21/2022			015984		18,442.87

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7427	OLSSON INC	E	7/21/2022			015985		4,106.49
7629	EARLES ENGINEERING & INSPECTIO	E	7/21/2022			015986		83,349.50
7667	BRENT'S ELECTRIC, LLC	E	7/21/2022			015987		146.91
7806	CORE & MAIN LP	E	7/21/2022			015988		11,285.00
7930	SANDERSON PIPE CORPORATION	E	7/21/2022			015989		17,892.08
7958	DENNIS OIL COMPANY	E	7/21/2022			015990		694.00
7995	HERITAGE TRACTOR INC	E	7/21/2022			015991		772.94
8325	FLEET FUELS LLC	E	7/21/2022			015992		395.00
8337	BLACKSTONE AUDIO, INC.	E	7/21/2022			015993		180.17
8449	ENCORE ENERGY SERVICES, INC.	E	7/21/2022			015994		1,474.52
8631	PAUL BUTLER PRESENTATIONS, LLC	E	7/21/2022			015995		5,109.55
8632	4UNDER LLC	E	7/21/2022			015996		410.43
8211	UMB BANK N.A.	E	7/26/2022			015997		52,587.02
0748	CONRAD FIRE EQUIPMENT	E	8/01/2022			015998		176.61
1208	KANSAS CITY SOUTHERN RAILWAY C	E	8/01/2022			015999		1.00
6528	GALE GROUP/CENGAGE	E	8/01/2022			016000		191.14
7529	LEXIPOL, LLC	E	8/01/2022			016001		2,975.00
7791	C4 HOLDINGS LLC	E	8/01/2022			016002		62.00
8236	NORTHGATE ASSOCIATES LLC	E	8/01/2022			016003		8,625.03
8467	WASTE CORPORATION OF KANSAS, L	E	8/01/2022			016004		103.79
8560	SOUTHERN UNIFORM AND TACTICAL,	E	8/01/2022			016005		23.40
0046	ETTINGERS OFFICE SUPPLY	E	8/01/2022			016006		1,534.31



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0054	JOPLIN SUPPLY COMPANY	E	8/01/2022			016007		17,612.64
0055	JOHN'S SPORT CENTER, INC.	E	8/01/2022			016008		437.10
0068	BROOKS PLUMBING LLC	E	8/01/2022			016009		637.18
0087	FORMS ONE, LLC	E	8/01/2022			016010		775.83
0105	PITTSBURG AUTOMOTIVE	E	8/01/2022			016011		784.56
0112	MARRONES INC	E	8/01/2022			016012		71.77
0124	AMERICAN BATTERY & ELECTRIC	E	8/01/2022			016013		759.50
0128	ASCENSION VIA CHRISTI HOSPITAL	E	8/01/2022			016014		115.00
0142	HECKERT CONSTRUCTION CO INC	E	8/01/2022			016015		120,364.84
0207	PEPSI-COLA BOTTLING CO OF PITT	E	8/01/2022			016016		221.75
0276	JOE SMITH COMPANY, INC.	E	8/01/2022			016017		2,041.61
0292	UNIFIRST CORPORATION	E	8/01/2022			016018		69.00
0294	COPY PRODUCTS, INC.	E	8/01/2022			016019		1,639.92
0317	KUNSHEK CHAT & COAL CO, INC.	E	8/01/2022			016020		1,953.75
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	8/01/2022			016021		2,725.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	8/01/2022			016022		28.95
0438	PAUL KEYS	E	8/01/2022			016023		185.00
0577	KANSAS GAS SERVICE	E	8/01/2022			016024		1,627.69
0597	CORNEJO & SONS LLC	E	8/01/2022			016025		5,193.04
0650	HOME CENTER CONSTRUCTION	E	8/01/2022			016026		9,595.00
0726	PITTSBURG STATE UNIVERSITY	E	8/01/2022			016027		12,500.00
0746	CDL ELECTRIC COMPANY INC	E	8/01/2022			016028		279.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0779	PITTSBURG COMMUNITY THEATRE	E	8/01/2022			016029		22,454.76
0823	TOUCHTON ELECTRIC INC	E	8/01/2022			016030		99.00
0866	AVFUEL CORPORATION	E	8/01/2022			016031		32,528.62
1141	THE G W VAN KEPPEL COMPANY	E	8/01/2022			016032		882.37
1290	CMI INC	E	8/01/2022			016033		146.20
1478	KANSASLAND TIRE #1828	E	8/01/2022			016034		2,493.18
1792	B&L WATERWORKS SUPPLY, LLC	E	8/01/2022			016035		8,484.26
2035	O'BRIEN ROCK CO., INC.	E	8/01/2022			016036		1,135.00
2526	SERVICEMASTER OF SE KANSAS	E	8/01/2022			016037		2,460.44
2767	BRENNTAG SOUTHWEST, INC	E	8/01/2022			016038		3,548.20
2960	PACE ANALYTICAL SERVICES LLC	E	8/01/2022			016039		354.00
2994	COMMERCIAL AQUATIC SERVICE INC	E	8/01/2022			016040		3,714.65
3668	MID AMERICA PROPERTIES OF PITT	E	8/01/2022			016041		776.75
3868	MUNICIPAL EMERGENCY SERVICES I	E	8/01/2022			016042		457.27
4307	HENRY KRAFT, INC.	E	8/01/2022			016043		1,087.85
4452	RYAN INSURANCE, LLC	E	8/01/2022			016044		891.00
4603	KANSAS GOLF AND TURF INC	E	8/01/2022			016045		589.02
5014	MID-AMERICA SANITATION INC.	E	8/01/2022			016046		75.00
5720	J & M DISPLAYS INC	E	8/01/2022			016047		25,700.00
6298	L. KEVAN SCHUPBACH	E	8/01/2022			016048		2,787.00
7038	SIGNET COFFEE ROASTERS	E	8/01/2022			016049		46.25
7151	QUADIENT FINANCE USA INC	E	8/01/2022			016050		1,300.00

VENDOR SET: 99 City of Pittsburgh, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 7/20/2022 THRU 8/02/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7167	QUADIENT LEASING USA INC	E	8/01/2022			016051		345.93
7240	JAY HATFIELD CERTIFIED USED CA	E	8/01/2022			016052		1,398.49
7427	OLSSON INC	E	8/01/2022			016053		7,546.77
7806	CORE & MAIN LP	E	8/01/2022			016054		15,818.10
7958	DENNIS OIL COMPANY	E	8/01/2022			016055		234.00
7991	PRECISION DELTA CORPORATION	E	8/01/2022			016056		3,514.90
8046	CONVERGEONE, INC.	E	8/01/2022			016057		562.50
8184	THIRTEENTH FLOOR LLC	E	8/01/2022			016058		9,600.00
8246	BETHANY ANN BROOKS	E	8/01/2022			016059		883.30
8309	MISSISSIPPI LIME COMPANY	E	8/01/2022			016060		7,295.24
8535	HEALTH PLANS, INC	E	8/01/2022			016061		34,713.15
8554	LACEY O'BRIEN	E	8/01/2022			016062		782.00
1	ADAMSON, MICHAEL	R	7/20/2022			191639		825.00
1	BITNER, MIKE	R	7/20/2022			191640		525.00
8305	DENNIS D. BROOKS	R	7/20/2022			191641		380.00
1	CMA HOMES LLC	R	7/20/2022			191642		75.00
1108	EVERGY KANSAS CENTRAL INC	R	7/20/2022			191643		3,992.63
6620	FLEET PRIDE INC	R	7/20/2022			191644		122.99
8545	FORTLINE, INC	R	7/20/2022			191645		2,839.80
1	GRIZZLE, THOMAS	R	7/20/2022			191646		25.00
6102	KANSAS LAW ENFORCEMENT TRAININ	R	7/20/2022			191647		150.00
6119	LACAL EQUIPMENT INC	R	7/20/2022			191648		1,185.95

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7945	LUCKY-BUT LAWN CARE, LLC	R	7/20/2022			191649		40.00
8507	PITTSBURG PUBLISHING COMPANY,	R	7/20/2022			191650		460.25
5296	RFB CONSTRUCTION INC	R	7/20/2022			191651		13,073.98
1	S&H MANAGEMENT	R	7/20/2022			191652		10,250.00
1	SHAW, TROY	R	7/20/2022			191653		925.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	7/20/2022			191654		30.00
8201	ROGER CLEVELAND GOLF COMPANY I	R	7/20/2022			191655		255.36
1	VANBECELAERE, VINCENT	R	7/20/2022			191656		1,500.00
8576	FRANK R CORDER	R	7/22/2022			191667		75.00
8417	FRED LUNDIEN	R	7/22/2022			191668		100.00
8571	DILLION MCKINZIE	R	7/22/2022			191669		75.00
7651	K & D'S LIQUORS, LLC	R	7/22/2022			191670		264.75
7480	RODGER PETRAIT	R	7/22/2022			191671		50.00
1222	ALL SEASONS CARPET, LLC	R	7/29/2022			191672		1,592.17
5561	AT&T MOBILITY	R	7/29/2022			191673		136.20
7856	BARDAVON HEALTH INNOVATIONS, L	R	7/29/2022			191674		150.00
8621	BLACK RAIN ORDNANCE, INC	R	7/29/2022			191675		5,568.80
5966	BERRY COMPANIES, INC.	R	7/29/2022			191676		84.20
8278	GERSON BOCANEGRA	R	7/29/2022			191677		25.00
7422	CITY OF GIRARD	R	7/29/2022			191678		225.00
1616	CITY OF PITTSBURG	R	7/29/2022			191679		200.89
1616	CITY OF PITTSBURG	R	7/29/2022			191680		100.00



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8635	PATRICK S MCWHIRT	R	7/29/2022			191681		3,500.00
8576	FRANK R CORDER	R	7/29/2022			191682		250.00
8019	CORNERSTONE REGIONAL SURVEYING	R	7/29/2022			191683		1,300.00
4263	COX COMMUNICATIONS KANSAS LLC	R	7/29/2022			191684		34.64
4263	COX COMMUNICATIONS KANSAS LLC	R	7/29/2022			191685		96.55
8633	CRAWFORD COUNTY HISTORICAL SOC	R	7/29/2022			191686		100.00
0867	CUMMINS SALES AND SERVICE	R	7/29/2022			191687		320.65
6717	DUO-SAFETY LADDER CORPORATION	R	7/29/2022			191688		222.17
4636	EVERGY KANSAS CENTRAL INC. (HA	R	7/29/2022			191689		898.37
1108	EVERGY KANSAS CENTRAL INC	R	7/29/2022			191690		121,748.03
1	GRIMES, MICHELLE	R	7/29/2022			191693		75.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	7/29/2022			191694		456.60
1	KAGLER, TRUSTENE	R	7/29/2022			191695		1,772.05
0380	KANSAS DEPARTMENT OF REVENUE	R	7/29/2022			191696		25.00
7414	KANSAS GAS SERVICE (ESG)	R	7/29/2022			191697		367.92
1	MATHEWS, REBECCA	R	7/29/2022			191698		79.00
8636	M L & S INC	R	7/29/2022			191699		5,706.45
8505	PITTSBURG PUBLISHING COMPANY,	R	7/29/2022			191700		27.80
6367	NATIONAL FLEET TESTING SERVICE	R	7/29/2022			191701		2,202.00
7817	NORTON POWER SYSTEMS INC	R	7/29/2022			191702		1,007.52
1	ROSE, SHAUNA BETH	R	7/29/2022			191703		341.00
1	RYAN, JENNIFER	R	7/29/2022			191704		20.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	SCHAPER, MELANIE	R	7/29/2022			191705		198.80
8375	TRASH HOG LLC	R	7/29/2022			191706		210.68
8581	THE DUGOUT SPORT SHOP INC	R	7/29/2022			191707		580.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	57	186,843.20	0.00	186,843.20
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	12	202,854.10	0.00	202,854.10
EFT:	110	707,130.40	0.00	707,130.40
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	179	1,096,827.70	0.00	1,096,827.70
BANK: 80144 TOTALS:	179	1,096,827.70	0.00	1,096,827.70

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1982	KENNETH N STOTTS, SR	E	8/02/2022			016149		440.00
3668	MID AMERICA PROPERTIES OF PITT	E	8/02/2022			016150		1,235.00
6298	L. KEVAN SCHUPBACH	E	8/02/2022			016151		1,162.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	8/02/2022			016152		397.00
6926	MARTIN KYLE SAYRE	E	8/02/2022			016153		550.00
8005	REMINGTON SQUARE APARTMENTS OF	E	8/02/2022			016154		524.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	8/02/2022			016155		888.00
8549	JENNIFER STOOKEY	E	8/02/2022			016156		750.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	8/01/2022			191719		175.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	175.00	0.00	175.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	8	5,946.00	0.00	5,946.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	
TOTAL ERRORS:	0			

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: EHV TOTALS:	9	6,121.00	0.00	6,121.00
BANK: EHV TOTALS:	9	6,121.00	0.00	6,121.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5906	JOHN HINRICHS	E	8/02/2022			016063		181.00
5961	LAWRENCE A VANBECELAERE	E	8/02/2022			016064		49.00
7717	LAWRENCE E GIGER	E	8/02/2022			016065		557.00
7837	MARJI RENTALS, LLC	E	8/02/2022			016066		273.00
8498	PITTSBURG HIGHLANDS GP, LLC	E	8/02/2022			016067		2,547.00
8512	GORILLA GRIP LLC	E	8/02/2022			016068		993.00
8580	GARY MORRISON REAL ESTATE, INC	E	8/02/2022			016069		734.00
8582	GARY K CONNER	E	8/02/2022			016070		1,214.00
0372	CONNER REALTY	E	8/02/2022			016071		914.00
1008	BENJAMIN M BEASLEY	E	8/02/2022			016072		1,056.00
1231	JOHN LOVELL	E	8/02/2022			016073		205.00
1609	PHILLIP H. O'MALLEY	E	8/02/2022			016074		2,187.00
2542	YOST PROPERTIES	E	8/02/2022			016075		28.00
3082	JOHN R JONES	E	8/02/2022			016076		334.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	8/02/2022			016077		466.00
3162	TOM YOAKAM	E	8/02/2022			016078		729.00
3218	CHERYL L BROOKS	E	8/02/2022			016079		222.00
3272	DUNCAN HOUSING LLC	E	8/02/2022			016080		2,879.00
3273	RICHARD F THENIKL	E	8/02/2022			016081		639.00
3294	JOHN R SMITH	E	8/02/2022			016082		1,826.00
3668	MID AMERICA PROPERTIES OF PITT	E	8/02/2022			016083		10,617.00
4054	MICHAEL A SMITH	E	8/02/2022			016084		1,620.00



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4492	PITTSBURG SENIORS LP	E	8/02/2022			016085		3,636.00
5393	ANGELES PROPERTIES LLC - HAP	E	8/02/2022			016086		2,403.00
5549	DELBERT BAIR	E	8/02/2022			016087		282.00
5656	EARL L. HARTMAN	E	8/02/2022			016088		1,382.00
5658	DEANNA J HIGGINS	E	8/02/2022			016089		585.00
5676	BARBARA TODD	E	8/02/2022			016090		32.00
5817	JAMA ENTERPRISES LLP	E	8/02/2022			016091		288.00
5834	DENNIS TROUT	E	8/02/2022			016092		403.00
5957	PASTEUR PROPERTIES	E	8/02/2022			016093		3,402.00
6090	RANDAL BENNEFELD	E	8/02/2022			016094		178.00
6161	MICHAEL J STOTTS	E	8/02/2022			016095		165.00
6269	EDWARD SWOR	E	8/02/2022			016096		437.00
6298	L. KEVAN SCHUPBACH	E	8/02/2022			016097		10,180.40
6394	KEVIN R. HALL	E	8/02/2022			016098		3,074.00
6441	HEATHER MASON WHITE	E	8/02/2022			016099		980.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	8/02/2022			016100		10,168.00
6673	JUDITH A COLLINS	E	8/02/2022			016101		201.00
6694	DELBERT BAIR	E	8/02/2022			016102		464.00
6708	CHARLES R. MERTZ	E	8/02/2022			016103		454.00
6877	CHRISTOPHER KYLE BATTAGLIA	E	8/02/2022			016104		846.00
6916	STILWELL HERITAGE & EDUCATIONA	E	8/02/2022			016105		1,404.00
7083	PITTSBURG HEIGHTS, LP	E	8/02/2022			016106		4,484.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7112	RANDY VILELA BODY REPAIR, TRU	E	8/02/2022			016107		917.00
7294	AMMP PROPERTIES, LLC	E	8/02/2022			016108		848.00
7312	JASON HARRIS	E	8/02/2022			016109		454.00
7326	RANDY ALLEE	E	8/02/2022			016110		819.00
7431	R&R RENTALS OF PITTSBURG LLC	E	8/02/2022			016111		153.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	8/02/2022			016112		289.00
7554	TRAVIS R RIDGWAY	E	8/02/2022			016113		223.00
7582	KIRK A DUNCAN	E	8/02/2022			016114		661.00
7587	DAVID RUA	E	8/02/2022			016115		478.00
7612	ENDICOTT RENTALS, LLC	E	8/02/2022			016116		567.00
7645	SEWARD RENTALS, LLC	E	8/02/2022			016117		967.00
7654	A & R RENTALS, LLC	E	8/02/2022			016118		1,049.00
7669	CHARLES GILMORE	E	8/02/2022			016119		505.00
7741	SUSAN E ADAMS	E	8/02/2022			016120		181.00
7805	KIRK DARROW	E	8/02/2022			016121		118.00
7864	CB HOMES LLC	E	8/02/2022			016122		800.00
7866	JAMES MICHAEL HORTON	E	8/02/2022			016123		1,617.00
7918	CITY OF LEAVENWORTH	E	8/02/2022			016124		707.34
8005	REMINGTON SQUARE APARTMENTS OF	E	8/02/2022			016125		12,242.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	8/02/2022			016126		7,663.00
8174	MICHAEL A SMITH	E	8/02/2022			016127		547.00
8302	PAUL CHRISTMAN	E	8/02/2022			016128		383.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 7/20/2022 THRU 8/02/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8329	CHARLES P. SIMPSON	E	8/02/2022			016129		472.00
8402	BEVERLY D PETERSON	E	8/02/2022			016130		603.00
8426	JOHN F KENNEDY	E	8/02/2022			016131		394.00
8455	WILLIAM JOSHUA JAMESON	E	8/02/2022			016132		562.00
8492	RUSSELL F. MIZE	E	8/02/2022			016133		222.00
8502	JON BARTLOW	E	8/02/2022			016134		266.00
8520	MATTHEW A SANCHEZ	E	8/02/2022			016135		301.00
8601	GAUTAM YADAV	E	8/02/2022			016136		513.00
8603	NICHOLAS KNEDGEN	E	8/02/2022			016137		586.00
8627	STEVEN MARIUCCI	E	8/02/2022			016138		528.00
6152	MARTHA R CAMPBELL	R	8/01/2022			191708		353.00
6585	CLASS HOMES 1 LLC	R	8/01/2022			191709		111.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	8/01/2022			191710		2,056.00
7616	STEVE KUPLEN	R	8/01/2022			191711		606.00
8177	MISSISSIPPI REGIONAL HOUSING A	R	8/01/2022			191712		594.38
8427	RENT-MOORE LLC	R	8/01/2022			191713		625.00
1800	DAN R. RODABAUGH	R	8/01/2022			191714		161.00
6451	NAZAR SAMAN	R	8/01/2022			191715		1,186.00
0472	LARRY SPRESSER	R	8/01/2022			191716		774.00
6221	WAYNE STORM	R	8/01/2022			191717		390.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
	REGULAR CHECKS:	10		6,856.38		0.00		6,856.38
	HAND CHECKS:	0		0.00		0.00		0.00
	DRAFTS:	0		0.00		0.00		0.00
	EFT:	76		112,353.74		0.00		112,353.74
	NON CHECKS:	0		0.00		0.00		0.00
	VOID CHECKS:	0	VOID DEBITS	0.00				
			VOID CREDITS	0.00	0.00	0.00		
TOTAL ERRORS: 0								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
	VENDOR SET: 99 BANK: HAP TOTALS:	86		119,210.12		0.00		119,210.12
	BANK: HAP TOTALS:	86		119,210.12		0.00		119,210.12



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8456	DIAMOND SENIOR DEVELOPMENT PIT	E	8/02/2022			016139		428.00
3668	MID AMERICA PROPERTIES OF PITT	E	8/02/2022			016140		1,400.00
4492	PITTSBURG SENIORS LP	E	8/02/2022			016141		553.00
5534	SYCAMORE VILLAGE RES LP	E	8/02/2022			016142		1,316.00
6298	L. KEVAN SCHUPBACH	E	8/02/2022			016143		1,400.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	8/02/2022			016144		1,175.00
8005	REMINGTON SQUARE APARTMENTS OF	E	8/02/2022			016145		2,720.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	8/02/2022			016146		2,350.00
8603	NICHOLAS KNEDGEN	E	8/02/2022			016147		700.00
8634	WAYNE L STORM	E	8/02/2022			016148		700.00
6451	NAZAR SAMAN	R	8/01/2022			191718		700.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	700.00	0.00	700.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	10	12,742.00	0.00	12,742.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0			
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99    BANK: TBRA    TOTALS:	11	13,442.00	0.00	13,442.00
BANK: TBRA    TOTALS:	11	13,442.00	0.00	13,442.00
REPORT TOTALS:	285	1,235,600.82	0.00	1,235,600.82

Passed and approved this 9<sup>th</sup> day of August, 2022.

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Cheryl L. Brooks, Mayor

ATTEST:

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Tammy Nagel, City Clerk

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**Interoffice Memorandum**

**To:** Daron Hall, City Manager  
**CC:** Tammy Nagel, City Clerk; Dexter Neisler, Zoning Administrator  
**From:** DeAnna Goering, Secretary, Planning Commission/Board of Zoning Appeals  
**Date:** July 27, 2022  
**Subject:** Agenda Item – August 9, 2022  
Variance: 2306 Mareta Drive

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The Planning Commission/Board of Zoning Appeals, in its meeting of July 25, 2022, considered a request submitted by Douglas Schroeder for a variance at 2306 Mareta Drive to allow a 1,300 sq. ft. garage. After reviewing all evidence presented, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend to the Governing Body **approval** of the request based on the following criteria:

**Character of Neighborhood:** This variance does not change the character of the neighborhood in any way.

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

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

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

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

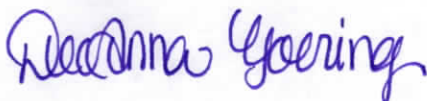
**Staff Recommendation:** Approve. This variance does not change or affect the character of the neighborhood.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for August 9, 2022.

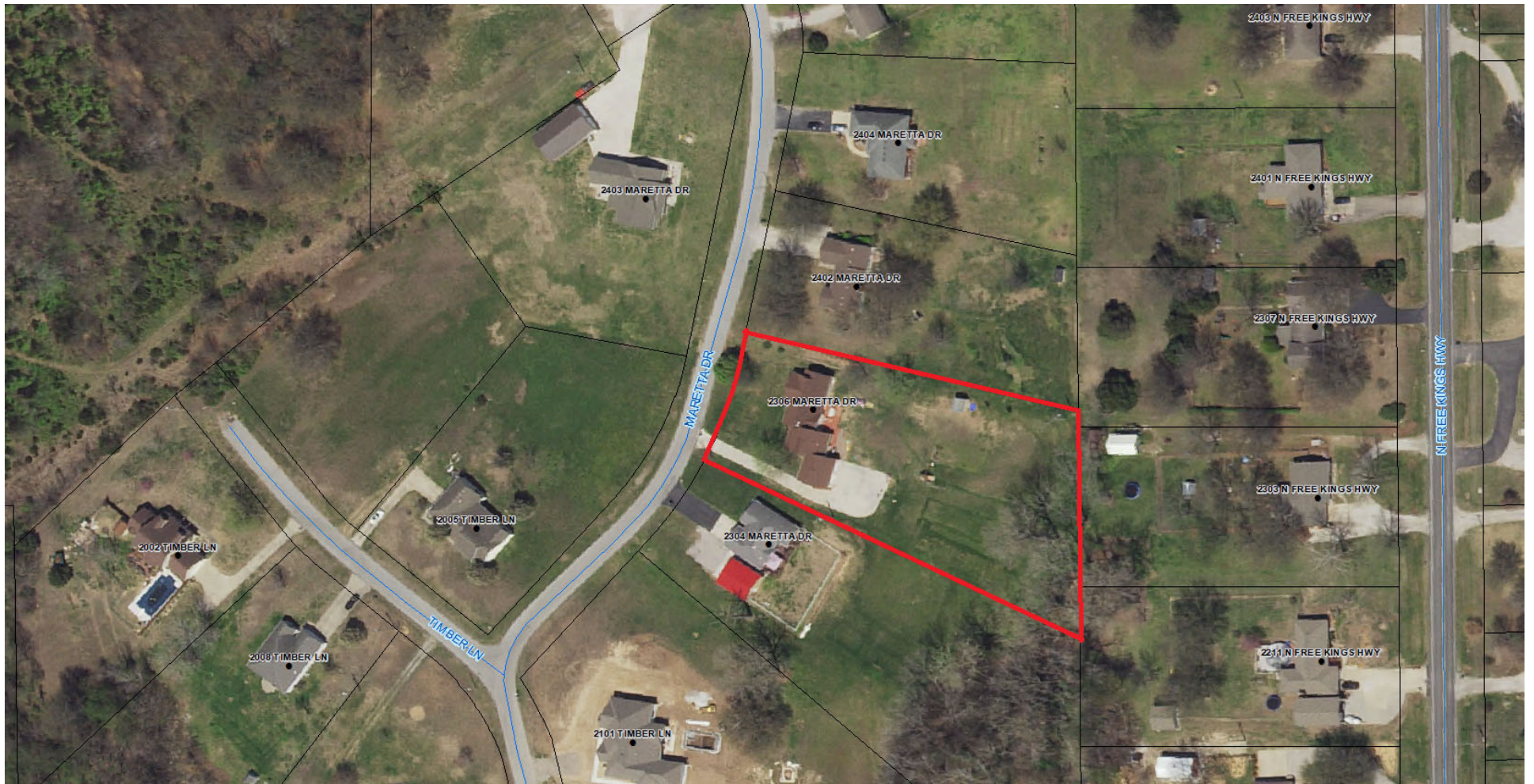
**Requested Action:** For the Governing Body to approve or disapprove the variance submitted by Douglas Schroeder. If the Governing Body disapproves the variance, they may, by a simple majority, deny the request or send it back to the Planning Commission/Board of Zoning Appeals for further consideration.

If you have any questions regarding this matter, please feel free to contact me at 620-230-5551.

Sincerely,



DeAnna Goering  
Secretary, Planning Commission/Board of Zoning Appeals





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**Interoffice Memorandum**

**To:** Daron Hall, City Manager  
**CC:** Tammy Nagel, City Clerk; Dexter Neisler, Zoning Administrator  
**From:** DeAnna Goering, Secretary, Planning Commission/Board of Zoning Appeals  
**Date:** July 27, 2022  
**Subject:** Agenda Item – August 9, 2022  
Conditional Use Permit: 1609 N Walnut

---

The Planning Commission/Board of Zoning Appeals, in its meeting of July 25, 2022, considered a request submitted by Alberto Oxlaj for a conditional use at 1609 N Walnut to allow a church. After reviewing all evidence presented, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend to the Governing Body **approval** of the request based on the following criteria:

**Character of Neighborhood:** This conditional use does not change the character of the neighborhood in any way.

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

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

**Detrimental Affects to Nearby Properties:** This conditional use will not pose any detrimental affects to any nearby properties.

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

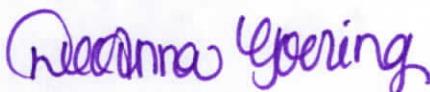
**Staff Recommendation:** Approve. This conditional use does not change or affect the character of the neighborhood.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for August 9, 2022.

**Requested Action:** For the Governing Body to approve or disapprove the conditional use submitted by Alberto Oxlaj. If the Governing Body disapproves the conditional use, they may, by a simple majority, deny the request or send it back to the Planning Commission/Board of Zoning Appeals for further consideration.

If you have any questions regarding this matter, please feel free to contact me at 620-230-5551.

Sincerely,



DeAnna Goering  
Secretary, Planning Commission/Board of Zoning Appeals



**To:** Daron Hall, City Manager

**From:** Jay Byers, Deputy City Manager

**Date:** August 3, 2022

**Subject:** Mid-City Renaissance Area Environmental Assessment Contract

The City received a brownfield grant from the EPA to create a preliminary redevelopment concept for the Mission Clay area, which is now referred to as the Mid-City Renaissance Area, and the City adopted this plan in 2017. Afterwards, the City received another EPA grant to perform an assessment and remediation plan, which will be required prior to redevelopment. The City Commission approved an intergovernmental agreement with KDHE earlier this year to support the assessment effort. As part of this support, KDHE has assisted in identifying qualified environmental consultants to provide the assessment services for this project. KDHE issued a request for proposals, and SCS Engineers provided the best response. SCS Engineers, through KDHE, has followed the State procurement process.

SCS Engineers, through the attached scope of services and terms and conditions, will provide important assessment and analytical services that will assist in defining the environmental conditions in the Mid-City Renaissance Area. Please place the contract with SCS Engineers for limited phase II environmental site assessment services on the City Commission agenda for August 9, 2022.



July 29, 2022  
File: 270183222

Mr. Jay Byers  
Deputy City Manager  
City of Pittsburg, Kansas  
201 West 4<sup>th</sup> Street  
Pittsburg, Kansas 66762

Subject: **Proposal for Limited Phase II Environmental Site Assessment**  
Mid-City Renaissance Area  
900 East 2<sup>nd</sup> Street  
Pittsburg, Kansas

Dear Mr. Byers:

SCS Engineers (SCS) is pleased to provide this scope of work and cost proposal to the City of Pittsburg, Kansas (City or Client) to perform a Limited Phase II Environmental Site Assessment (ESA) for the Mid-City Renaissance Area Brownfields Targeted Assessment (BTA) site (Site). This proposal has been prepared in accordance with the Kansas Department of Health and Environment (KDHE) Work Request BF01972657001 received via email on July 6, 2022.

The Site is located to the southwest of the North Rouse Street and East 4th Street intersection in Pittsburg, Kansas. According to the KDHE Work Request, the Site is partially developed with several buildings located near the center of the property. The undeveloped areas of the property are covered in grass with a few areas where mature trees have developed and a small, unnamed stream is located northeast of the Site flowing to the southeast. Dirt/gravel roads are located on the Site relating to on site production/storage activities.

In general accordance with the Work Request, SCS will perform a Limited Phase II ESA; the scope of work is discussed herein.

## SCOPE OF WORK

### Task 1 – Land Survey

A State of Kansas approved land surveyor will conduct a land survey for the Site. This survey will include the placement of survey pins so that the Site boundary can be readily found as needed.

### Task 2 – Right-of-Way Clearing, Tree and Brush Removal

SCS will mobilize to the Site in order to clear any trees and/or brush impeding access to the KDHE-provided sampling points. Cleared brush will be taken to a nearby landfill for disposal.



### Task 3 – Field Sampling Plan

As identified in the KDHE Work Request, SCS will prepare a Limited Phase II Field Sampling Plan (FSP) in general accordance with United States Environmental Protection Agency (EPA) requirements for projects funded using Brownfield Assessment Grants. The FSP will include a site-specific Quality Assurance Project Plan (QAPP) and Health and Safety Plan (HASP). The FSP will be submitted to the Client review and approval. Following approval, the final FSP will be emailed in electronic form to the Client. One printed copy will be submitted to the Client along with the final electronic file on a CD.

### Task 4 – Sampling and Analysis

As indicated in the KDHE Work Request, field activities will include 26 direct-push borings, three advanced to approximately 15 feet below ground surface (bgs) for the collection of soil samples and 23 borings advanced to approximately 20 feet bgs for the collection of soil and groundwater samples. Borings will be located as specified by the KDHE Work Request sampling map attached to this proposal. Up to four soil samples will be collected from all of the direct-push borings at surface level, two feet bgs, five feet bgs, and ten feet bgs or the vadose zone, whichever occurs first. Additionally, one groundwater sample will be collected from 23 of the borings. Seven surface water and seven sediment samples will also be collected as proposed in the attached sampling plan map.

#### Soil Sampling

Per the KDHE Work Request, soil samples will be collected from each boring as described below:

- A photoionization detector (PID) will be utilized to record measurements for volatile organic compounds (VOCs) in each boring.
- An X-Ray Fluorescence (XRF) analyzer will be utilized at soil/sediment sampling locations to record surficial levels of Resource Conservation and Recovery Act (RCRA) metals levels.
- A sample will be collected at surface level, two feet bgs, five feet bgs, and ten feet bgs or the vadose zone, whichever occurs first, for VOCs, total petroleum hydrocarbons (TPH) – low range hydrocarbons (LRH), mid-range hydrocarbons (MRH) and high-range hydrocarbons (HRH), and RCRA metals.

The soil samples will be submitted to a qualified laboratory for VOCs analysis using EPA Method 8260, TPH-LRH, TPH-MRH, and TPH-HRH analysis using Kansas Modified 8015, and RCRA Metals analysis using EPA Methods 6010/245.1.

#### Sediment Sampling

Seven sediment samples will be collected as indicated in the attached sampling plan map. The collected sediment samples will be submitted to a qualified laboratory for VOCs analysis using EPA Method 8260, TPH-LRH, TPH-MRH, and TPH-HRH analysis using Kansas Modified 8015, and RCRA Metals analysis using EPA Methods 6010/245.1.

#### Surface Water Sampling

Seven surface water samples will be collected as indicated in the attached sampling plan map. The collected surface water samples will be submitted to a qualified laboratory for VOCs and TPH-LRH analysis using EPA Method 8260, TPH-MRH and TPH-HRH analysis using Kansas Modified 8015,



and dissolved RCRA Metals analysis using EPA Methods 6010/245.1. Samples designated for RCRA Metals will be filtered in the field.

### Groundwater Sampling

One groundwater sample will be collected from 23 of the direct-push borings as indicated in the attached sampling plan map. The collected groundwater samples will be submitted to a qualified laboratory for VOCs and TPH–LRH analysis using EPA Method 8260, TPH-MRH and TPH-HRH analysis using Kansas Modified 8015, and dissolved RCRA Metals analysis using EPA Methods 6010/245.1. Samples designated for RCRA Metals will be filtered in the field.

### Quality Assurance/Quality Control Samples

Quality assurance/quality control (QA/QC) samples will include six soil/sediment, two surface water/groundwater duplicate samples, and one equipment rinsate sample submitted for the same analysis as the original samples, and one trip blank submitted for VOCs analysis per cooler.

### Task 5 – Limited Phase II ESA Report

SCS will prepare a Limited Phase II ESA report documenting the field activities and analytical laboratory results of the assessment. The draft report will be submitted to the Client by email in electronic form within 30 days following receipt of all analytical data. Following Client approval, the final report will be emailed in electronic form to the Client, and one printed copy will be submitted to the Client along with a final electronic version on a CD.

### PROJECT FEE

SCS will complete the Limited Phase II BTA activities as described herein for an estimated fee of **\$93,664.75**. A project cost summary (PCS) form of anticipated costs is attached. The SCS fees are based on the following assumptions:

- Client will make available all pertinent information related to the assignment, if not already received, including but not limited to previous reports, historical data, and site layout plans associated with the Property.
- Client will provide access for the proposed field activities.
- Minimal soil cuttings will be generated by the direct push technology methodology. We intend to return the soil cores to the borehole once sampling and logging is complete.

## ACCEPTANCE OF WORK

SCS appreciates the opportunity to submit this proposal to provide professional services associated with the performance of a Limited Phase II BTA at the Mission Clay Products site in Pittsburg, Kansas. All work will be performed in accordance with Module A of Contract Number 50186 between SCS and the KDHE. If you have questions or would like to further discuss our recommended approach, please do not hesitate to contact us.

Sincerely,



Jeff Janzen  
Staff Professional  
**SCS ENGINEERS**



Michael E. Dustman  
Senior Project Manager  
**SCS ENGINEERS**

Attachment: Project Cost Summary Form  
Sample Plan Map

PROJECT NAME:	Mission Clay Products TBA	Project Address:	900 E. 2nd, Pittsburg
KDHE Proj Code:	C3-019-72657	Pittsburg Program:	Brownfields
Consultant:	SCS Engineers	KDHE Work Order:	BF01972657001
Consultant PM:	Jeff Janzen	Consultant Job #:	TBD

Environmental Services Contract #50186

Date of Project Award = to be determined

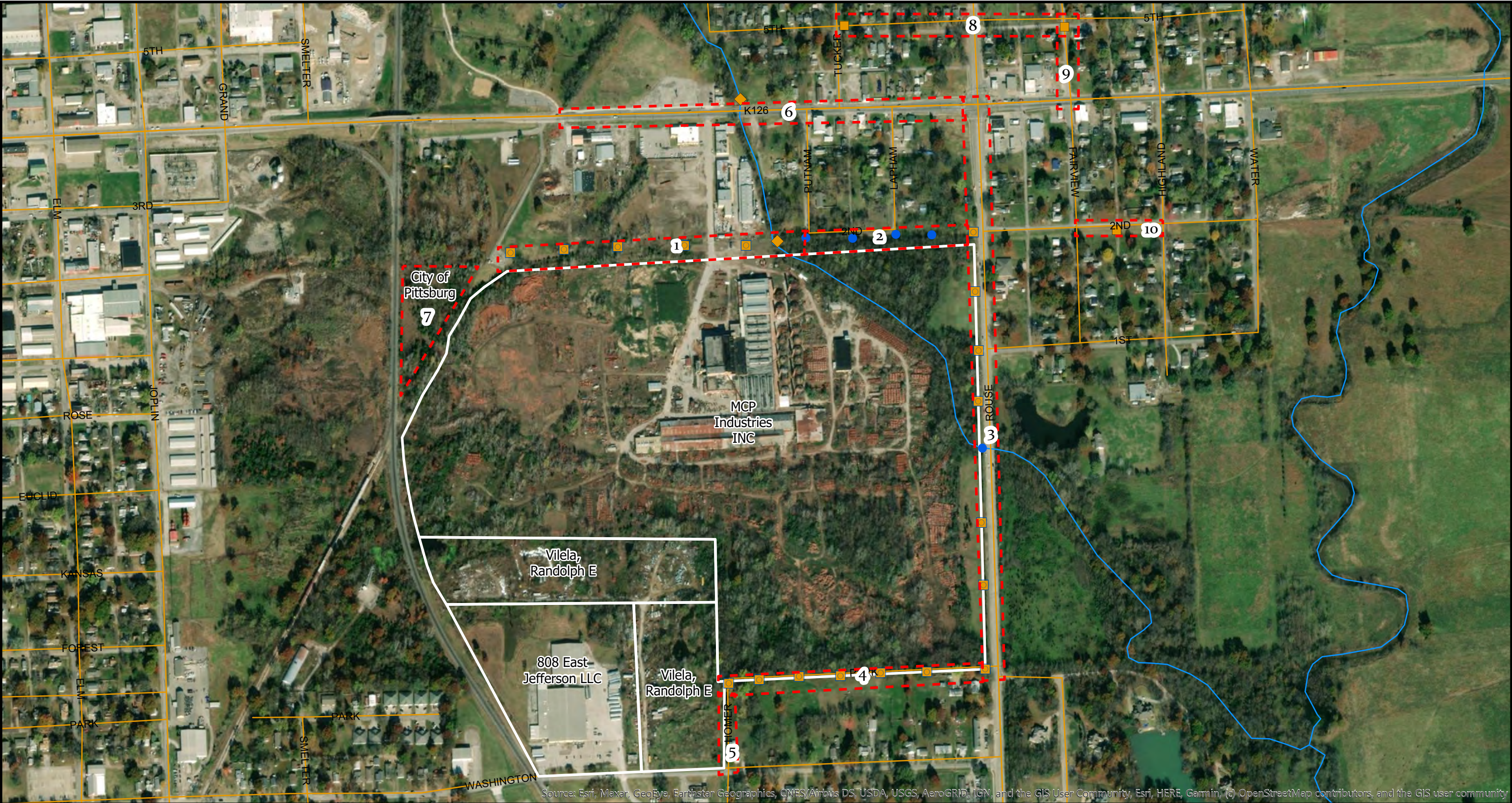
CO = Change Order

Form Version Update: 4/24/18

TASK SECTIONS - # to be determined by KDHE	Work Order					Invoices (Use vendor inv #)								Status	
TASK I - Land Survey	Initial	CO	CO	Unit	Approved	Units	Date?	Units	Date?	Units	Date?	Total Units	Invoiced	Amount	Percent
Lump Sum or NTE: Lump Sum	Quantity	#1	#2	Price	Budget	Inv'd	Inv#?	Inv'd	Inv#?	Inv'd	Inv#?	Invoiced	Totals	Remain	Remain
Land Survey (Cost +10%)	1			\$12,096.00	\$12,096.00		\$0.00		\$0.00		\$0.00	0	\$0.00	12,096.00	100.00%
Task I Totals =					\$12,096.00		\$0.00		\$0.00		\$0.00		\$0.00	12,096.00	100.00%
TASK II - Right-of-Way Clearing, Tree and Brush Removal	Initial	CO	CO	Unit	Approved	Units	Date?	Units	Date?	Units	Date?	Total Units	Invoiced	Amount	Percent
Lump Sum or NTE: Lump Sum	Quantity	#1	#2	Price	Budget	Inv'd	Inv#?	Inv'd	Inv#?	Inv'd	Inv#?	Invoiced	Totals	Remain	Remain
Right-of-Way Clearing, Tree and Brush Removal	1			\$4,050.00	\$4,050.00		\$0.00		\$0.00		\$0.00	0	\$0.00	4,050.00	100.00%
Task II Totals =					\$4,050.00		\$0.00		\$0.00		\$0.00		\$0.00	4,050.00	100.00%
TASK III - Field Sampling Plan	Initial	CO	CO	Unit	Approved	Units	Date?	Units	Date?	Units	Date?	Total Units	Invoiced	Amount	Percent
Lump Sum or NTE: Lump Sum	Quantity	#1	#2	Price	Budget	Inv'd	Inv#?	Inv'd	Inv#?	Inv'd	Inv#?	Invoiced	Totals	Remain	Remain
Field Sampling Plan	1			\$2,950.00	\$2,950.00		\$0.00		\$0.00		\$0.00	0	\$0.00	2,950.00	100.00%
Task III Total =					\$2,950.00		\$0.00		\$0.00		\$0.00		\$0.00	2,950.00	100.00%
TASK IV - Sampling and Analysis	Initial	CO	CO	Unit	Approved	Units	1/0/1900	Units	1/0/1900	Units	1/0/1900	Total Units	Invoiced	Amount	Percent
Lump Sum or NTE: NTE	Quantity	#1	#2	Price	Budget	Inv'd	#REF!	Inv'd	#REF!	Inv'd	#REF!	Invoiced	Totals	Remain	Remain
Personnel															
Professional 2 - scheduling & field preparation	4			\$120.00	\$480.00		\$0.00		\$0.00		\$0.00	0	\$0.00	480.00	100.00%
Professional 1 - travel	4			\$85.00	\$340.00		\$0.00		\$0.00		\$0.00	0	\$0.00	340.00	100.00%
Professional 1 - onsite	48			\$85.00	\$4,080.00		\$0.00		\$0.00		\$0.00	0	\$0.00	4,080.00	100.00%
Expenses															
Light Duty Pickup - daily rate	5			\$100.00	\$500.00		\$0.00		\$0.00		\$0.00	0	\$0.00	500.00	100.00%
Light Duty Pickup - mileage	220			\$0.65	\$143.00		\$0.00		\$0.00		\$0.00	0	\$0.00	143.00	100.00%
5% Inflationary Surcharge (fuel/mobilization)	1			\$11.00	\$11.00		\$0.00		\$0.00		\$0.00	0	\$0.00	11.00	100.00%
Polyethylene Tubing - per foot	460			\$0.50	\$230.00		\$0.00		\$0.00		\$0.00	0	\$0.00	230.00	100.00%
Water Level Indicator - daily rate	1			\$25.00	\$25.00		\$0.00		\$0.00		\$0.00	0	\$0.00	25.00	100.00%
Photoionization Detector - weekly rate	1			\$600.00	\$600.00		\$0.00		\$0.00		\$0.00	0	\$0.00	600.00	100.00%
XRF Analyzer - weekly rate	1			\$2,000.00	\$2,000.00		\$0.00		\$0.00		\$0.00	0	\$0.00	2,000.00	100.00%
Groundwater Filters for RCRA Metal Samples	23			\$25.00	\$575.00		\$0.00		\$0.00		\$0.00	0	\$0.00	575.00	100.00%
GAC Drum - daily rate	1			\$275.00	\$275.00		\$0.00		\$0.00		\$0.00	0	\$0.00	275.00	100.00%
Contractor Per Diem	4			\$200.00	\$800.00		\$0.00		\$0.00		\$0.00	0	\$0.00	800.00	100.00%

TASK SECTIONS - # to be determined by KDHE	Work Order					Invoices (Use vendor inv #)										Status	
Direct-Push Technology Drilling																	
Direct Push Rig Mobilization - per mile	490			\$2.25	\$1,102.50		\$0.00		\$0.00		\$0.00	0	\$0.00			1,102.50	100.00%
Direct Push Sampling Equipment - daily rate	4			\$2,150.00	\$8,600.00		\$0.00		\$0.00		\$0.00	0	\$0.00			8,600.00	100.00%
Sub-Contractor Per Diem - 2 man crew	6			\$200.00	\$1,200.00		\$0.00		\$0.00		\$0.00	0	\$0.00			1,200.00	100.00%
Temporary Piezometers - per foot	460			\$5.00	\$2,300.00		\$0.00		\$0.00		\$0.00	0	\$0.00			2,300.00	100.00%
Soil Boring Plugging - per foot	505			\$1.25	\$631.25		\$0.00		\$0.00		\$0.00	0	\$0.00			631.25	100.00%
Analytical																	
Soil and Sediment Samples (111 samples, 6 duplicates, and 6 trip blanks)																	
VOCs - Method 8260	123			\$71.50	\$8,794.50		\$0.00		\$0.00		\$0.00	0	\$0.00			8,794.50	100.00%
TPH-LRH, TPH-MRH, TPH-HRH - KS Modified 8015	117			\$82.50	\$9,652.50		\$0.00		\$0.00		\$0.00	0	\$0.00			9,652.50	100.00%
RCRA Metals - Methods 6010B/245.1	117			\$146.50	\$17,140.50		\$0.00		\$0.00		\$0.00	0	\$0.00			17,140.50	100.00%
Surface and Groundwater Samples (30 samples, 2 duplicates, and 2 trip blanks)																	
VOCs, TPH-LRH - Method 8260	35			\$110.00	\$3,850.00		\$0.00		\$0.00		\$0.00	0	\$0.00			3,850.00	100.00%
TPH-MRH, TPH-HRH - KS Modified 8015	33			\$88.00	\$2,904.00		\$0.00		\$0.00		\$0.00	0	\$0.00			2,904.00	100.00%
RCRA Metals (dissolved) - Methods 6010/245.1	33			\$146.50	\$4,834.50		\$0.00		\$0.00		\$0.00	0	\$0.00			4,834.50	100.00%
Task IV Total =					\$71,068.75		\$0.00		\$0.00		\$0.00		\$0.00			71,068.75	100.00%
<b>TASK V - Phase II Reporting</b>	Initial	CO	CO	Unit	Approved	Units	Date?	Units	Date?	Units	Date?	Total Units	Invoiced	Amount	Percent		
Lump Sum or NTE: Lump Sum	Quantity	#1	#2	Price	Budget	Inv'd	Inv#?	Inv'd	Inv#?	Inv'd	Inv#?	Invoiced	Totals	Remain	Remain		
Limited Phase II ESA Report	1			\$3,500.00	\$3,500.00		\$0.00		\$0.00		\$0.00	0	\$0.00	3,500.00	100.00%		
Task V Total =					\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00	3,500.00	100.00%		
Total Project Amount =					\$93,664.75		\$0.00		\$0.00		\$0.00		\$0.00	\$93,664.75	100.00%		
Enter 10% of invoice total as a negative for withholding and as a positive when requesting reimbursement						Retainage :	\$0.00		\$0.00		\$0.00		\$0.00				
						Invoice Amount Due :	\$0.00		\$0.00		\$0.00		\$0.00				





Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

**Legend:**  
Sampling Locations

Type

- Soil
- Soil & Groundwater
- Surface Water & Sediment
- Surface Water, Soil, Sediment, & Groundwater
- Local Roads
- Hydro Streams

All boundaries are approximate.  
The water body is unnamed.  
Red dashed lines enclose properties with an access agreement for sample collection.  
See access agreement for more detailed description.



Drawn By:		AJ	3/18/2021	Base Map Date: 2020
Reviewed By:		DM	3/18/2021	Figure 1

SITE: Mission Clay Products  
C3-019-72657  
Pittsburg, KS

TITLE: Proposed Sampling Locations

Project Phase: PROJECT PHASE



**SCS ENGINEERS**  
**TERMS AND CONDITIONS**  
**FOR PROFESSIONAL CONSULTING SERVICES**

- 1. SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
- 2. PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts without good cause. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
- 3. OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
- 4. INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employer's liability; automobile; general liability in an amount of \$1,000,000.00 combined single limit each accident for bodily injury and property damage; and professional liability insurance coverages in an amount not less than \$1,000,000.00. Insurance certificates will be provided upon request.
- 5. INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, its employees, and subcontractors in the negligent performance of professional services or breach of this agreement, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies and agrees to hold harmless

SCS Engineers, including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by the City, its employees and subcontractors in the negligent performance or breach of this agreement, limited, however as provided elsewhere in this Agreement.

The terms of this Article shall survive the expiration or termination of this Agreement.

6. **STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
7. **LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, SCS Engineers' total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the professional liability insurance coverage held by SCS, which shall not be less than \$1,000,000.00. SCS Engineers shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.
8. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
9. **SAFETY:** SCS Engineers is responsible for the site safety of itself and its subcontractors. It is agreed that SCS Engineers is not responsible for site safety of others who are not contracted with SCS on this project.
10. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
11. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
12. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.

**13. DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

The fees of the mediator and any filing fees shall be shared equally by the parties.

**14. TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests on, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.

**15. SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing. Under no circumstances should the deviation cross the boundary of the city right of way or easement.

**16. ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.

**17. TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.

**18. CONFIDENTIALITY:** SCS Engineers will keep confidential documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.

**19. SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

**20. GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.

**21. GOVERNING LAW:** Unless otherwise provided, the substantive law of the state of Kansas will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

**COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT**

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

**22. ENTIRE AGREEMENT—PRECEDENCE:** These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

**PROJECT/PROPOSAL:** Mid-City Renaissance Area, 900 East 2<sup>nd</sup> Street, Pittsburg, Kansas.  
Conduct a Limited Phase II ESA per KDHE Work Request  
BF01972657001.

**SCS ENGINEERS**

**CITY OF PITTSBURG, KANSAS**

By  \_\_\_\_\_

By \_\_\_\_\_

Signature

Signature

Michael E. Dustman

Typed Name

\_\_\_\_\_  
Typed Name

Senior Project Manager

Title

\_\_\_\_\_  
Title

July 29, 2022

Date of Signature

\_\_\_\_\_  
Date of Signature