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LAND WATER CONSERVATION FUND GRANT APPLICATION - PARKS AND RECREATION - Consider staff request to apply for a Land Water Conservation Fund Grant to support the construction of a new miniature golf course, club house/concession stand and additional parking at the Four Oaks Golf Course Complex.

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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, September 13, 2022**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

- a. Flag Salute Led by the Mayor
- b. Public Input
- c. Proclamation - Constitution Week - Received by Mary Gilpin

**CONSENT AGENDA:**

- a. Approval of the August 23, 2022, City Commission Meeting minutes.
- b. Approval of final payment in the amount of \$303,000.00 to Utility Service Co. Inc., of Perry, Georgia, for the North Water Tower Blasting and Painting Project.
- c. Approval of the appointment of Cheryl Brooks, Stu Hite, Chuck Munsell, and Ron Seglie as voting delegates, and Daron Hall, Jay Byers and Tammy Nagel as alternate voting delegates to represent the City of Pittsburg at the League of Kansas Municipalities Annual Meeting scheduled for October 8th through 10th, 2022, in Overland Park, Kansas.
- d. Approval of the Appropriation Ordinance for the period ending September 13, 2022, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

**PUBLIC HEARINGS:**

- a. PROPOSED 2023 REVENUE NEUTRAL RATE - The City of Pittsburg advertised for a Public Hearing to be held on September 13, 2022, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 North Pine for the purpose of hearing and answering questions relating to exceeding the revenue neutral rate for the 2023 Budget. **Following the Public Hearing, approve or disapprove exceeding the revenue neutral rate for the 2023 Budget and, if approved, adopt Resolution No. 1253 and authorize the Mayor to sign the Resolution on behalf of the City. ROLL CALL VOTE.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, September 13, 2022**  
**5:30 PM**

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- b. PROPOSED 2023 BUDGET - The City of Pittsburg advertised for a Public Hearing to be held on September 13, 2022, at the City Commission Meeting, commencing at 5:30 p.m. in the City Commission Room, located in the Law Enforcement Center, 201 North Pine for the purpose of hearing and answering questions relating to the proposed 2023 Budget. **Following the Public Hearing, approve or disapprove the 2023 Budget and, if approved, authorize the Mayor and City Commissioners to sign the State Budget Certificate Form on behalf of the City.**

**SPECIAL PRESENTATION:**

- a. REGIONAL ECONOMY UPDATE - Dr. Michael Davidsson, Director of the Pittsburg State University Business and Economic Research Center, will provide an update on the regional economy. **Receive for file.**

**CONSIDER THE FOLLOWING:**

- a. 919 JDJME, LLC, PROJECT - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to support the 919 JDJME, LLC, project by allocating an amount equal to 10% of the total project value to renovate the dilapidated property located at 919 North Broadway, with the City's portion not to exceed \$35,000 in non-repayable funds, to be used specifically for infrastructure improvements. **Approve or disapprove the recommendation.**
- b. RELEASE OF MORTGAGE AND WAIVER OF RIGHT OF REPURCHASE - P & L DEVELOPMENT - SILVERBACK HOUSING DEVELOPMENT - Consider staff recommendation to approve a Release of Mortgage and Waiver of Right of Repurchase for P & L Development in relation to Lots Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 114, 115, 116, 117 and 118 in Silverback Landing, located in the Silverback housing development. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Release of Mortgage and Waiver of Right of Repurchase on behalf of the City.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, September 13, 2022**  
**5:30 PM**

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- c. AIRPORT AVGAS REFUELER PURCHASE - Consider staff request to waive the formal bid process and award the contract for the purchase of a 1,000 gallon Avgas refueler, for use at the Atkinson Municipal Airport, to Garsite Aviation Refueling Equipment, in the amount of \$137,500. **Approve or disapprove staff request.**
  
- d. ALLTEL CORPORATION d/b/a VERIZON WIRELESS - MEMORANDUM OF THIRD AMENDMENT TO TOWER LEASE AGREEMENT AND THIRD AMENDMENT TO TOWER LEASE AGREEMENT - Consider staff recommendation to approve a Memorandum of Third Amendment to Tower Lease Agreement and a Third Amendment to Tower Lease Agreement between the City of Pittsburg and Alltel Corporation d/b/a Verizon Wireless to extend the lease agreement for the tower located at 101 North Locust for six years, with one additional extension term of four years, commencing on October 1, 2022, with an annual rental amount of \$40,829. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**
  
- e. LAND WATER CONSERVATION FUND GRANT APPLICATION - PARKS AND RECREATION - Consider staff request to apply for a Land Water Conservation Fund Grant to support the construction of a new miniature golf course, club house/concession stand and additional parking at the Four Oaks Golf Course Complex. **Approve or disapprove staff request and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

**NON-AGENDA REPORTS & REQUESTS:**

**ADJOURNMENT**

# *Office of the Mayor*

CITY OF PITTSBURG, KANSAS

## *Proclamation*

*Whereas:* September 17<sup>th</sup>, 2022, marks the two hundred thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

*Whereas:* It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

*Whereas:* Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17<sup>th</sup> through 23<sup>rd</sup>, as Constitution Week.

*Now, Therefore,* I, Cheryl Brooks, Mayor of the City of Pittsburg, Kansas, do hereby proclaim the week of September 17<sup>th</sup> through 23<sup>rd</sup>, 2022, as

### **CONSTITUTION WEEK IN PITTSBURG**

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Dated this 13<sup>th</sup> day of September, 2022.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
August 23, 2022

---

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, August 23, 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: Chuck Munsell and Ron Seglie. Commissioner Stu Hite participated in the meeting by phone. Commissioner Dawn McNay was absent.

Mayor Brooks led the flag salute.

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

PUBLIC INPUT –

NEIGHBORHOOD CONCERNS – The following individuals expressed concern regarding illegal activities at 1011 Amber Drive:

Vince VanBecelaere, 1001 South Rouse  
Tracy Bevilacqua, 1010 Amber Drive  
Justin Edge, 1003 Amber Drive  
Tim Burns, 1016 Amber Drive  
Sean Torrance, 1014 Amber Drive  
Todd Allison, 1015 Abby Lane  
Brian Jackson, 1009 Amber Drive  
Kim Allison, 1015 Abby Lane

Concerns included the safety of family members and other residents in the neighborhood, the State bond reform, and the condition of the home at 1011 Amber Drive. Several individuals expressed appreciation for efforts of the Pittsburg Police Department.

CRIME – Stephanie Watts, 811 Elmwood Lane, expressed concern regarding crime in the City.

Mayor Brooks announced that Commissioner Stu Hite is participating in the meeting by phone.

APPROVAL OF MINUTES – On motion of Munsell, seconded by Seglie, the Governing Body approved the August 9, 2022, City Commission Meeting minutes as presented. Motion carried. Absent: McNay.

ORDINANCE NO. G-1339 – On motion of Munsell, seconded by Seglie, the Governing Body approved Ordinance No. G-1339, amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2022 Edition of the "Standard Traffic Ordinance for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed and repealing Ordinance No. G-1329, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: McNay.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
August 23, 2022

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ORDINANCE NO. G-1340 – On motion of Munsell, seconded by Seglie, the Governing Body approved Ordinance No. G-1340, amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2022 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1330, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: McNay.

APPROPRIATION ORDINANCE – On motion of Munsell, seconded by Seglie, the Governing Body approved the Appropriation Ordinance for the period ending August 23, 2022, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Hite, Munsell and Seglie. Motion carried. Absent: McNay.

WHITE ELEPHANT EMPORIUM PROJECT – On motion of Seglie, seconded by Hite, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to support the White Elephant Emporium project by allocating an amount equal to roughly 10% of the total project value to renovate the dilapidated property located at 804 North Broadway, with the City's portion not to exceed \$11,000 in non-repayable funds to be used for infrastructure improvements. Motion carried. Absent: McNay.

ORDINANCE NO. S-1088 – On motion of Seglie, seconded by Munsell, the Governing Body approved Ordinance No. S-1088, granting to MCImetro Access Transmission Services, LLC d/b/a Verizon Access Transmission Services (MCImetro), its successors and assigns, a telecommunications franchise and prescribing the terms of said grant and relating thereto, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: McNay.

NON-AGENDA REPORTS & REQUESTS –

RESPONSE TO PUBLIC INPUT – Commissioners, along with City Manager Daron Hall, thanked the individuals who spoke during the "Public Input" portion of the meeting, and assured them that their neighborhood issues would be resolved. Police Chief Brent Narges said that he will continue to work with his department and other City staff to find a solution to the neighborhood concerns.

ADJOURNMENT: On motion of Seglie, seconded by Munsell, the Governing Body adjourned the meeting at 6:26 p.m. Motion carried. Absent: McNay.

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Cheryl L. Brooks, Mayor

ATTEST:

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Tammy Nagel, City Clerk



DEPARTMENT OF PUBLIC WORKS  
& UTILITIES

201 West 4<sup>th</sup> Street · Pittsburg KS 66762

(620) 231-4170

[www.pittks.org](http://www.pittks.org)

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Works and Utilities

**DATE:** August 24, 2022

**SUBJECT:** Agenda Item – September 13, 2022  
Final Payment  
North Water Tower Blasting and Painting Project

---

The contractor, Utility Service Co INC of Perry Georgia, has completed all work on the above-referenced project and is now requesting final payment. One change order was previously approved for the project. The change orders reflected an increase to the project of \$16,000.00 making a new contract construction amount of \$303,000.00. The contractor is requesting final payment in the amount of \$303,000.00.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 13<sup>th</sup>, 2022? Action necessary will be approval or disapproval of final payment to Utility Service Co. INC. in the amount of \$303,000.00. This project is being funded by monies allocated in capital reserves.

If you have any questions concerning this matter, please feel free to contact me.

Attachment: Olsson final acceptance Letter  
Application and Certificate for Payment



August 24, 2022

Olsson PN C21-01910

City of Pittsburg  
Attn: Matt Bacon, Director of Public Utilities  
201 W. 4<sup>th</sup> Street  
Pittsburg, KS 66762

Re: North Tower Blast & Paint

The purpose of this letter is to confirm completion and recommend acceptance of the North Tower Blast & Paint project (C21-01910) completed by Utility Service Company, Inc. (USC). The contract between the City of Pittsburg, Kansas and USC was executed on April 26<sup>th</sup>, 2022 and the work was to be substantially complete by October 1<sup>st</sup>, 2022, and ready for final payment by November 1<sup>st</sup>, 2022.

A substantial completion punch list letter was provided to USC on August 1<sup>st</sup>, 2022, following a July 29<sup>th</sup>, 2022 site visit by Olsson. Holiday testing on the tank was performed by Olsson on August 3<sup>rd</sup>, 2022, the results of which were found to be acceptable. The punch list items were completed by USC that allowed the tank to be disinfected the week of August 8<sup>th</sup>, 2022 and placed back online following satisfactory test results. The City provided acceptance for final approval of completion and subsequent payment on August 12<sup>th</sup>, 2022. The project was completed within the contract time.

All required work has been completed in accordance with the Contract Documents, including all amendments and change orders, and the project construction was found to be acceptable. The only item still remaining from the punch list is the safety climb equipment that is on order. Olsson recommends final acceptance of the project and payment of USC's pay request application. We also recommend that the City schedule a project inspection with USC prior to August of 2023 to stay within the 1-year correction period.

Respectfully,

A handwritten signature in black ink, appearing to read "Jerry Jesky". The signature is written in a cursive, flowing style.

Jerry Jesky, P.E.  
Olsson, Inc.

**Application and Certificate for Payment**

**Owner:** City of Pittsburg, KS  
**Engineer:** Olsson Att: Jerry Jesky  
306 N Broadway Suite 175,  
Pittsburg, KS 66762

**Application No:** 1 Final  
**Period To:** 8/1/2022  
**Proj #:** 155041  
**SR#:** 1580747

**Distribution to:**  
**Owner:** ☒  
**Engineer:** ☐  
**Contractor:** ☐

**Project:** North Tower Blast & Paint  
**From Contractor:** SUEZ | ADVANCED SOLUTIONS  
UTILITY SERVICE CO., INC.  
P.O. BOX 1350  
PERRY, GA 31069

**Remit To:** UTILITY SERVICE CO., INC  
PO BOX 207362  
DALLAS, TX 75320-7362

**Contractor Application for Payment**

Application is made for payment as shown in connection with the  
Contract Continuation Sheet, AIA Document G703

1	Original Contract Sum	\$	287,000.00
2	Net Changes by Change Order	\$	16,000.00
3	Contract Sum to Date	\$	303,000.00
4	Work Completed to Date	\$	303,000.00
5	Stored Materials	\$	-
6	Total Completed & Stored to Date: (Column 3 on G703)	\$	303,000.00
7	Retainage: a. 5% of Completed Work b. % of Stored Material (Column F on G703)	\$	-
	Total Retainage	\$	-
8	Total Earned Less Retainage	\$	303,000.00
9	Less Previous Certificates for Payment	\$	-
10	Current Payment Due	\$	303,000.00
11	Balance To Finish, Including Retainage	\$	-

Change Order Summary	Additions	Deductions
Total changes approved in previous month by Owner	\$0.00	\$0.00
Total approved for this month CO#1	\$16,000.00	\$0.00
Totals	\$16,000.00	\$0.00
Net Changes by Change Order	\$16,000.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work Covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Contractor:** Suez | Advanced Solutions (Utility Service Co. Inc.)

By: *[Signature]*

Notary: *[Signature]*

State of: Georgia

County of: Peach

Subscribed and sworn to before me this the 1st day of August, 2022

Date: 8/1/2022  
Title: Director of Estimating & Bid Del

**Engineer's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

**Amount Certified:** \_\_\_\_\_

(Attach explanation is amount certified differs from the amount applied for, INITIAL ALL figures on this

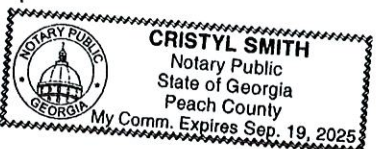
Application and on the Continuation Sheet that are changed to conform to the amount certified)

**Engineer:** \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

(This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor Named herein. Issuance payment and acceptance of payment are without prejudice to any right Of the Owner or Contractor under this Contract.)



# Continuation Sheet

AIA Document G703

City of Pittsburg, KS

Page 2 of 2

AIA Documents G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached in tabulations below; amounts are stated to the nearest dollar.  
Use Column 1 on Contracts where variable retainage for line items may apply.

Application No: 1 Final  
Application Date: 8/1/2022  
Period To: 8/1/2022  
Proj #: 155041  
SR#: 1580747

A	B	C	D	E	F	G	H	I	
Work Completed									
Item #	Description of Work	Scheduled Value	From Previous Application (D + E)	This Period	Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G/C)	Balance to Finish	Retainage (If Variable Rate)
1	Exterior surface preparation & prime coat	\$ 90,300.00	\$ -	\$ 90,300.00	\$ -	\$ 90,300.00	100%	\$ -	\$ 4,515.00
2	Exterior finish coat	\$ 38,700.00	\$ -	\$ 38,700.00	\$ -	\$ 38,700.00	100%	\$ -	\$ 1,935.00
3	Interior surface preparation & prime coat	\$ 62,400.00	\$ -	\$ 62,400.00	\$ -	\$ 62,400.00	100%	\$ -	\$ 3,120.00
4	Interior intermediate coat	\$ 20,800.00	\$ -	\$ 20,800.00	\$ -	\$ 20,800.00	100%	\$ -	\$ 1,040.00
5	Interior finish coat	\$ 20,800.00	\$ -	\$ 20,800.00	\$ -	\$ 20,800.00	100%	\$ -	\$ 1,040.00
6	Repairs	\$ 54,000.00	\$ -	\$ 54,000.00	\$ -	\$ 54,000.00	100%	\$ -	\$ 2,700.00
CO#1	Install shell manway & safety climb	\$ 16,000.00	\$ -	\$ 16,000.00	\$ -	\$ 16,000.00	100%	\$ -	\$ 800.00
	Retainage								\$(15,150.00)



## Interoffice Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Tammy Nagel, City Clerk

**DATE:** August 23<sup>rd</sup>, 2022

**SUBJECT:** Agenda Item – September 13<sup>th</sup>, 2022  
Selection of League Voting Delegates

---

The City of Pittsburg has received notification from the League of Kansas Municipalities that we must again provide the names of our voting delegates and alternate delegates for the 2022 League of Kansas Municipalities Conference scheduled for October 8<sup>th</sup> – 10<sup>th</sup>, 2022. The conference this year will take place in Overland Park, Kansas. The voting delegates will represent the City of Pittsburg at the Business Meeting and Convention of Voting Delegates at Noon on Monday, October 10<sup>th</sup>, 2022.

Based on those members of the City Commission and staff that have indicated they plan to attend this year's meeting, I am recommending the following:

**Voting Delegates**

1. Cheryl Brooks
2. Stu Hite
3. Chuck Munsell
4. Ron Seglie

**Alternates**

1. Daron Hall
2. Jay Byers
3. Tammy Nagel

Please place this item on the September 13<sup>th</sup>, 2022, City Commission Meeting agenda. Action requested is the appointment of a maximum of four voting delegates and a maximum of four alternate delegates to represent the City during the 2022 League of Kansas Municipalities Conference.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK		VOID CHECK	V	8/19/2022		191873	
	C-CHECK		VOID CHECK	V	8/19/2022		191874	
	C-CHECK		VOID CHECK	V	8/19/2022		191900	
	C-CHECK		VOID CHECK	V	8/19/2022		191901	
	C-CHECK		VOID CHECK	V	8/19/2022		191902	
	C-CHECK		VOID CHECK	V	8/26/2022		191920	
	C-CHECK		VOID CHECK	V	8/26/2022		191921	
2519	EAGLE BEVERAGE CO INC							
2519	EAGLE BEVERAGE CO INC							
	C-CHECK	EAGLE BEVERAGE CO INC	VOIDED	V	9/01/2022		191949	1,661.30CR
	C-CHECK	VOID CHECK		V	9/02/2022		191981	
	C-CHECK	VOID CHECK		V	9/02/2022		191982	

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	10 VOID DEBITS	0.00		
	VOID CREDITS	1,661.30CR	1,661.30CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	10	1,661.30CR	0.00	0.00
BANK: * TOTALS:	10	1,661.30CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	9/06/2022			000000		1,151.88
0224	KDOR	D	9/02/2022			000000		9,133.97
0321	KP&F	D	8/19/2022			000000		46,180.93
0321	KP&F	D	9/02/2022			000000		46,095.94
0728	ICMA	D	8/19/2022			000000		1,241.57
0728	ICMA	D	9/02/2022			000000		1,241.55
1050	KPERS	D	8/19/2022			000000		45,299.97
1050	KPERS	D	9/02/2022			000000		43,163.21
3079	COMMERCE BANK	D	8/26/2022			000000		54,295.23
6415	GREAT WEST TANDEM KPERS 457	D	8/19/2022			000000		4,908.00
6415	GREAT WEST TANDEM KPERS 457	D	9/02/2022			000000		4,908.00
7290	DELTA DENTAL OF KANSAS INC	D	8/19/2022			000000		1,766.20
7290	DELTA DENTAL OF KANSAS INC	D	8/26/2022			000000		1,891.50
7290	DELTA DENTAL OF KANSAS INC	D	9/02/2022			000000		2,835.70
8051	AFLAC GROUP INSURANCE	D	8/24/2022			000000		1,483.40
8526	HEALTH PLANS, INC	D	8/19/2022			000000		40,302.20
8526	HEALTH PLANS, INC	D	8/26/2022			000000		48,749.13
8526	HEALTH PLANS, INC	D	9/02/2022			000000		26,610.54
8587	VERMONT SYSTEMS INC	D	9/02/2022			000000		0.28
6740	ED M FELD EQUIPMENT COMPANY, I	E	8/22/2022			016255		138.00
7392	ASSURECO RISK MANAGEMENT & REG	E	8/22/2022			016256		350.00
8232	BAYSINGERS POLICE SUPPLY INC	E	8/22/2022			016257		232.99

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8560	SOUTHERN UNIFORM AND TACTICAL,	E	8/22/2022			016258		71.99
0046	ETTINGERS OFFICE SUPPLY	E	8/22/2022			016259		2,110.77
0054	JOPLIN SUPPLY COMPANY	E	8/22/2022			016260		4,273.24
0055	JOHN'S SPORT CENTER, INC.	E	8/22/2022			016261		823.17
0068	BROOKS PLUMBING LLC	E	8/22/2022			016262		918.33
0087	FORMS ONE, LLC	E	8/22/2022			016263		536.00
0105	PITTSBURG AUTOMOTIVE	E	8/22/2022			016264		961.79
0112	MARRONES INC	E	8/22/2022			016265		29.74
0133	JIM RADELL CONSTRUCTION COMPAN	E	8/22/2022			016266		23,600.00
0142	HECKERT CONSTRUCTION CO INC	E	8/22/2022			016267		19,450.68
0202	CLIFF HIX ENGINEERING INC	E	8/22/2022			016268		32.50
0317	KUNSHEK CHAT & COAL CO, INC.	E	8/22/2022			016269		6,009.13
0409	WISEMAN'S DISCOUNT TIRE INC	E	8/22/2022			016270		457.90
0516	AMERICAN CONCRETE CO INC	E	8/22/2022			016271		541.71
0577	KANSAS GAS SERVICE	E	8/22/2022			016272		30.84
0597	CORNEJO & SONS LLC	E	8/22/2022			016273		451.20
0866	AVFUEL CORPORATION	E	8/22/2022			016274		31,659.46
1033	BOLLINGER GROUP, LLC	E	8/22/2022			016275		100.00
1238	SEWARD ELECTRIC, INC.	E	8/22/2022			016276		1,222.52
1478	KANSASLAND TIRE #1828	E	8/22/2022			016277		1,037.27
1792	B&L WATERWORKS SUPPLY, LLC	E	8/22/2022			016278		7,502.16
2035	O'BRIEN ROCK CO., INC.	E	8/22/2022			016279		4,977.50

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2186	PRODUCERS COOPERATIVE ASSOCIAT	E	8/22/2022			016280		1,084.26
2767	BRENNTAG SOUTHWEST, INC	E	8/22/2022			016281		7,096.40
3261	PITTSBURG AUTO GLASS	E	8/22/2022			016282		180.00
3802	BRENNTAG MID-SOUTH INC	E	8/22/2022			016283		4,305.00
4262	KDHE SRF	E	8/22/2022			016284		172,736.39
4307	HENRY KRAFT, INC.	E	8/22/2022			016285		30.72
4766	ACCURATE ENVIRONMENTAL LLC	E	8/22/2022			016286		3,659.50
5482	JUSTIN HART	E	8/22/2022			016287		70.00
5640	WELLPATH LLC	E	8/22/2022			016288		36.00
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	8/22/2022			016289		135.80
5865	ENERGY CONSERVATION INC	E	8/22/2022			016290		5,691.62
6402	BEAN'S TOWING & AUTO BODY	E	8/22/2022			016291		3,819.16
6595	AMAZON.COM, INC	E	8/22/2022			016292		12,290.33
6846	GREENWAY ELECTRIC, INC.	E	8/22/2022			016293		574.00
6851	SCHULTE SUPPLY INC	E	8/22/2022			016294		12,525.20
6936	HAWKINS INC	E	8/22/2022			016295		1,177.93
7038	SIGNET COFFEE ROASTERS	E	8/22/2022			016296		92.50
7167	QUADIENT LEASING USA INC	E	8/22/2022			016297		345.93
7448	CARUS CORPORATION	E	8/22/2022			016298		5,166.48
7806	CORE & MAIN LP	E	8/22/2022			016299		360.62
8130	CRAFCO INC	E	8/22/2022			016300		8,251.50
8206	LINDE INC	E	8/22/2022			016301		2,661.35

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8246	BETHANY ANN BROOKS	E	8/22/2022			016302		1,793.97
8309	MISSISSIPPI LIME COMPANY	E	8/22/2022			016303		14,584.63
8325	FLEET FUELS LLC	E	8/22/2022			016304		23.95
8490	FOLEY INDUSTRIES, INC.	E	8/22/2022			016305		5,993.73
8643	JEANNE ELLIOTT	E	8/22/2022			016306		1,090.16
8644	BRIAN RICHARD THOMPSON	E	8/22/2022			016307		2,840.00
6524	ELLIOTT EQUIPMENT COMPANY	E	8/29/2022			016308		759.50
8467	WASTE CORPORATION OF KANSAS, L	E	8/29/2022			016309		104.24
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	8/29/2022			016310		200.00
0046	ETTINGERS OFFICE SUPPLY	E	8/29/2022			016311		1,023.74
0087	FORMS ONE, LLC	E	8/29/2022			016312		75.00
0105	PITTSBURG AUTOMOTIVE	E	8/29/2022			016313		694.14
0133	JIM RADELL CONSTRUCTION COMPAN	E	8/29/2022			016314		8,868.30
0135	PITTSBURG AREA CHAMBER OF COMM	E	8/29/2022			016315		50.00
0142	HECKERT CONSTRUCTION CO INC	E	8/29/2022			016316		581,774.99
0294	COPY PRODUCTS, INC.	E	8/29/2022			016317		1,361.93
0409	WISEMAN'S DISCOUNT TIRE INC	E	8/29/2022			016318		65.90
0577	KANSAS GAS SERVICE	E	8/29/2022			016319		2,720.40
0704	NEPTUNE RADIATOR AND AUTO	E	8/29/2022			016320		200.90
1478	KANSASLAND TIRE #1828	E	8/29/2022			016321		40.00
2035	O'BRIEN ROCK CO., INC.	E	8/29/2022			016322		1,420.00
4307	HENRY KRAFT, INC.	E	8/29/2022			016323		195.88

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4603	KANSAS GOLF AND TURF INC	E	8/29/2022			016324		135.30
5855	STERICYCLE, INC.	E	8/29/2022			016325		116.99
6851	SCHULTE SUPPLY INC	E	8/29/2022			016326		2,271.07
6936	HAWKINS INC	E	8/29/2022			016327		6,270.59
7151	QUADIENT FINANCE USA INC	E	8/29/2022			016328		1,300.00
7427	OLSSON INC	E	8/29/2022			016329		17,726.97
7661	LOGAN WENDT	E	8/29/2022			016330		279.86
7991	PRECISION DELTA CORPORATION	E	8/29/2022			016331		6,379.80
8132	MIKE CARPINO FORD PITTSBURG IN	E	8/29/2022			016332		71,536.08
8645	WILBERT FUNERAL SERVICES, INC	E	8/29/2022			016333		249.44
8211	UMB BANK N.A.	E	9/01/2022			016334		50,203.55
0748	CONRAD FIRE EQUIPMENT	E	9/06/2022			016419		159.41
5989	CASCO INDUSTRIES INC	E	9/06/2022			016420		918.60
6528	GALE GROUP/CENGAGE	E	9/06/2022			016421		204.73
8202	PETROLEUM TRADERS CORPORATION	E	9/06/2022			016422		28,127.39
8236	NORTHGATE ASSOCIATES LLC	E	9/06/2022			016423		8,986.24
8275	ADCOMP SYSYEMS INC	E	9/06/2022			016424		80.00
8467	WASTE CORPORATION OF KANSAS, L	E	9/06/2022			016425		230.00
0046	ETTINGERS OFFICE SUPPLY	E	9/06/2022			016426		48.37
0054	JOPLIN SUPPLY COMPANY	E	9/06/2022			016427		15,834.24
0055	JOHN'S SPORT CENTER, INC.	E	9/06/2022			016428		150.00
0087	FORMS ONE, LLC	E	9/06/2022			016429		1,018.20

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0101	BUG-A-WAY INC	E	9/06/2022			016430		60.00
0105	PITTSBURG AUTOMOTIVE	E	9/06/2022			016431		1,176.27
0112	MARRONES INC	E	9/06/2022			016432		289.98
0133	JIM RADELL CONSTRUCTION COMPAN	E	9/06/2022			016433		12,766.85
0142	HECKERT CONSTRUCTION CO INC	E	9/06/2022			016434		41,405.16
0181	INGRAM LIBRARY SERVICES	E	9/06/2022			016435		28.96
0194	KANSAS STATE TREASURER	E	9/06/2022			016436		860.00
0202	CLIFF HIX ENGINEERING INC	E	9/06/2022			016437		39.00
0207	PEPSI-COLA BOTTLING CO OF PITT	E	9/06/2022			016438		157.75
0276	JOE SMITH COMPANY, INC.	E	9/06/2022			016439		515.80
0292	UNIFIRST CORPORATION	E	9/06/2022			016440		76.74
0317	KUNSHEK CHAT & COAL CO, INC.	E	9/06/2022			016441		3,838.98
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	9/06/2022			016442		2,600.00
0422	DEMCO, INC	E	9/06/2022			016443		114.78
0534	TYLER TECHNOLOGIES INC	E	9/06/2022			016444		1,560.00
0597	CORNEJO & SONS LLC	E	9/06/2022			016445		346.95
0627	BOETTCHER SUPPLY INC	E	9/06/2022			016446		148.10
0659	PAYNES INC	E	9/06/2022			016447		261.00
0700	NAMES AND NUMBERS	E	9/06/2022			016448		3,024.00
0709	PURVIS INDUSTRIES LLC	E	9/06/2022			016449		181.42
0746	CDL ELECTRIC COMPANY INC	E	9/06/2022			016450		201.31
0823	TOUCHTON ELECTRIC INC	E	9/06/2022			016451		99.00

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1033	BOLLINGER GROUP, LLC	E	9/06/2022			016452		100.00
1199	SCURLOCK INDUSTRIES OF NORTH M	E	9/06/2022			016453		534.00
1478	KANSASLAND TIRE #1828	E	9/06/2022			016454		1,164.85
2035	O'BRIEN ROCK CO., INC.	E	9/06/2022			016455		147.00
3868	MUNICIPAL EMERGENCY SERVICES I	E	9/06/2022			016456		2,602.81
4307	HENRY KRAFT, INC.	E	9/06/2022			016457		157.26
4390	SPRINGFIELD JANITOR SUPPLY, IN	E	9/06/2022			016458		24.98
5648	JASON WISKE	E	9/06/2022			016459		1,000.00
5855	STERICYCLE, INC.	E	9/06/2022			016460		947.98
5855	STERICYCLE, INC.	E	9/06/2022			016461		165.53
5855	STERICYCLE, INC.	E	9/06/2022			016462		343.04
5855	STERICYCLE, INC.	E	9/06/2022			016463		257.28
5855	STERICYCLE, INC.	E	9/06/2022			016464		246.56
5855	STERICYCLE, INC.	E	9/06/2022			016465		289.44
5855	STERICYCLE, INC.	E	9/06/2022			016466		310.88
6060	UNIQUE METAL FABRICATIONS INC	E	9/06/2022			016467		3,200.00
6214	PITT PLASTICS INC	E	9/06/2022			016468		271.30
6577	GREENSPRO INC	E	9/06/2022			016469		1,062.90
6846	GREENWAY ELECTRIC, INC.	E	9/06/2022			016470		17,839.22
6851	SCHULTE SUPPLY INC	E	9/06/2022			016471		1,550.00
7407	LIMELIGHT MARKETING LLC	E	9/06/2022			016472		1,190.00
7427	OLSSON INC	E	9/06/2022			016473		2,272.00

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7667	BRENT'S ELECTRIC, LLC	E	9/06/2022			016474		1,189.61
7744	DARREN L SWARTZ	E	9/06/2022			016475		133.00
7749	CHARLIE PHILLIPS	E	9/06/2022			016476		50.00
7904	MICHELLE MCCLURE	E	9/06/2022			016477		49.00
7930	SANDERSON PIPE CORPORATION	E	9/06/2022			016478		14,380.00
7940	JOHN D BOZICH	E	9/06/2022			016479		6.00
7959	ALL ABOARD FOUNDATION	E	9/06/2022			016480		2,598.56
7963	PLAYSCAPE RECREATION	E	9/06/2022			016481		6,811.95
7995	HERITAGE TRACTOR INC	E	9/06/2022			016482		249.72
8046	CONVERGEONE, INC.	E	9/06/2022			016483		614.56
8132	MIKE CARPINO FORD PITTSBURG IN	E	9/06/2022			016484		153.74
8147	CHEM-AQUA, INC.	E	9/06/2022			016485		439.86
8194	BAKER TILLEY MUNICIPAL ADVISOR	E	9/06/2022			016486		1,800.00
8309	MISSISSIPPI LIME COMPANY	E	9/06/2022			016487		14,456.07
8325	FLEET FUELS LLC	E	9/06/2022			016488		81.30
8326	KAYLYN HITE	E	9/06/2022			016489		1,000.00
8328	BRADEN PEAK DRAIN SERVICES LLC	E	9/06/2022			016490		125.00
8337	BLACKSTONE AUDIO, INC.	E	9/06/2022			016491		109.98
8535	HEALTH PLANS, INC	E	9/06/2022			016492		39,294.98
8543	COMPSYCH EMPLOYEE ASSISTANCE P	E	9/06/2022			016493		1,620.60
8629	DAVID LEON GIEFER	E	9/06/2022			016494		30.00
8649	UPLINK, LLC	E	9/06/2022			016495		537.00

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6154	4 STATE MAINTENANCE SUPPLY INC	R	8/19/2022			191865		191.48
2876	CRAIG FARNSWORTH	R	8/19/2022			191866		385.00
7856	BARDAVON HEALTH INNOVATIONS, L	R	8/19/2022			191867		75.00
5966	BERRY COMPANIES, INC.	R	8/19/2022			191868		20.41
1	BROOKS PLUMBING	R	8/19/2022			191869		20.00
1616	CITY OF PITTSBURG	R	8/19/2022			191870		100.00
5283	CLASS LTD	R	8/19/2022			191871		94.20
7657	COPY PRODUCTS, INC.	R	8/19/2022			191872		1,373.00
8576	FRANK R CORDER	R	8/19/2022			191875		75.00
4263	COX COMMUNICATIONS KANSAS LLC	R	8/19/2022			191876		29.38
0375	WICHITA WATER CONDITIONING	R	8/19/2022			191877		248.40
8641	SILVERBACK BREWING COMPANY	R	8/19/2022			191878		200.00
8617	DUSTROL, INC	R	8/19/2022			191879		58,517.48
4636	EVERGY KANSAS CENTRAL INC. (HA	R	8/19/2022			191880		1,141.00
1108	EVERGY KANSAS CENTRAL INC	R	8/19/2022			191881		3,936.14
8545	FORTLINE, INC	R	8/19/2022			191882		9,600.58
2803	GOLDSTAR PRODUCTS, INC	R	8/19/2022			191883		472.69
7414	KANSAS GAS SERVICE (ESG)	R	8/19/2022			191884		225.14
1	LUNBECK, RENEE	R	8/19/2022			191885		957.60
8640	MAIN STREET AXE COMPANY LLC	R	8/19/2022			191886		300.00
6942	MULBERRY LIMESTONE QUARRY	R	8/19/2022			191887		121.95
7817	NORTON POWER SYSTEMS INC	R	8/19/2022			191888		600.00

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7203	PARKSON CORPORATION	R	8/19/2022			191889		2,702.31
7480	RODGER PETRAIT	R	8/19/2022			191890		75.00
4738	PIONEER MANUFACTURING COMPANY	R	8/19/2022			191891		235.00
7472	PSU KELCE COLLEGE OF BUSINESS	R	8/19/2022			191892		25,000.00
1	RODRIGUEZ, SANTOS	R	8/19/2022			191893		775.32
8201	ROGER CLEVELAND GOLF COMPANY I	R	8/19/2022			191894		93.24
8089	JORAN STOUT-MITCHELL	R	8/19/2022			191895		25.00
1	VAN BECELAERE, JIM	R	8/19/2022			191896		560.00
8642	VANLEEUEWEN FAMILY FARM LLC	R	8/19/2022			191897		13.00
8203	VB OPCO LLC	R	8/19/2022			191898		4,200.00
5589	CELLCO PARTNERSHIP	R	8/19/2022			191899		15,942.83
8430	EQUIPMENTSHARE.COM, INC	R	8/19/2022			191903		379.35
0516	AMERICAN CONCRETE CO INC	R	8/26/2022			191911		4,921.85
5561	AT&T MOBILITY	R	8/26/2022			191912		136.20
8648	B & R SERVICES, INC.	R	8/26/2022			191913		1,500.00
0004	MATT BACON	R	8/26/2022			191914		562.50
8278	GERSON BOCANEGRA	R	8/26/2022			191915		25.00
8576	FRANK R CORDER	R	8/26/2022			191916		125.00
8381	JOPLIN CUSTOM FENCE, LLC	R	8/26/2022			191917		855.00
7116	EMC INSURANCE COMPANIES	R	8/26/2022			191918		183.24
1108	EVERGY KANSAS CENTRAL INC	R	8/26/2022			191919		118,630.23
8545	FORTLINE, INC	R	8/26/2022			191922		27,886.01

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3251	FT SCOTT COMMUNITY COLLEGE	R	8/26/2022			191923		1,790.00
1545	JRB INDUSTRIES INC	R	8/26/2022			191924		4,800.00
8599	ALLISON LATHIM	R	8/26/2022			191925		70.00
8505	PITTSBURG PUBLISHING COMPANY,	R	8/26/2022			191926		2,571.50
8610	MOTOROLA SOLUTIONS, INC.	R	8/26/2022			191927		300.00
8646	AUTUMN BREANNE NELSON	R	8/26/2022			191928		70.00
7480	RODGER PETRAIT	R	8/26/2022			191929		125.00
0187	PITTSBURG ROTARY CLUB	R	8/26/2022			191930		100.00
0188	SECRETARY OF STATE	R	8/26/2022			191931		25.00
8089	JORAN STOUT-MITCHELL	R	8/26/2022			191932		75.00
8581	THE DUGOUT SPORT SHOP INC	R	8/26/2022			191933		281.05
6260	TRANE	R	8/26/2022			191934		816.00
3069	VIA CHRISTI PROFESSIONAL SERVI	R	8/26/2022			191935		1,323.55
8647	JAY WARD	R	8/26/2022			191936		70.00
7651	K & D'S LIQUORS, LLC	R	8/29/2022			191937		672.76
2519	EAGLE BEVERAGE CO INC	V	9/01/2022			191949		1,661.30
2519	EAGLE BEVERAGE CO INC							
2519	EAGLE BEVERAGE CO INC							
M-CHECK	EAGLE BEVERAGE CO INC	VOIDED	V	9/01/2022		191949		1,661.30CR
2519	EAGLE BEVERAGE CO INC	R	9/01/2022			191950		1,725.02
0516	AMERICAN CONCRETE CO INC	R	9/02/2022			191951		332.81
8475	AMERICAN LAWN & LANDSCAPE, INC	R	9/02/2022			191952		100.00
1	ANDERSON, BOBBY	R	9/02/2022			191953		1,104.00

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5480	BITNER MOTORS	R	9/02/2022			191954		66.81
1616	CITY OF PITTSBURG	R	9/02/2022			191955		1,200.00
3516	CITY OF PITTSBURG	R	9/02/2022			191956		4,950.00
8651	PAYTON COPHER	R	9/02/2022			191957		395.00
8576	FRANK R CORDER	R	9/02/2022			191958		75.00
4263	COX COMMUNICATIONS KANSAS LLC	R	9/02/2022			191959		34.64
4263	COX COMMUNICATIONS KANSAS LLC	R	9/02/2022			191960		48.38
4263	COX COMMUNICATIONS KANSAS LLC	R	9/02/2022			191961		96.55
4263	COX COMMUNICATIONS KANSAS LLC	R	9/02/2022			191962		91.55
4263	COX COMMUNICATIONS KANSAS LLC	R	9/02/2022			191963		78.21
4636	EVERGY KANSAS CENTRAL INC. (HA	R	9/02/2022			191964		597.24
1108	EVERGY KANSAS CENTRAL INC	R	9/02/2022			191965		25,906.69
8545	FORTLINE, INC	R	9/02/2022			191966		17,138.00
1	HILL, LARRY	R	9/02/2022			191967		125.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	9/02/2022			191968		394.26
4108	INLAND TRUCK PARTS CO	R	9/02/2022			191969		1,685.11
1	KANSAS ARBORISTS ASSOCIATION	R	9/02/2022			191970		250.00
1	KING, LISA	R	9/02/2022			191971		1,470.00
8650	AARON LAKE	R	9/02/2022			191972		75.00
7945	LUCKY-BUT LAWN CARE, LLC	R	9/02/2022			191973		66.25
1	MAGEE, MATTHEW	R	9/02/2022			191974		113.70
1	NANCE, ADAN	R	9/02/2022			191975		210.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8252	PERRY SUMMY	R	9/02/2022			191976		429.00
7480	RODGER PETRAIT	R	9/02/2022			191977		125.00
0397	PITTSBURG POLICE DEPT	R	9/02/2022			191978		21.44
8103	ANDY ROBERTS	R	9/02/2022			191979		180.00
8375	TRASH HOG LLC	R	9/02/2022			191980		1,028.50
1	TROUT, DUSTIN	R	9/02/2022			191983		11,832.41
7442	UNIFIED SCHOOL DISTRICT #250-C	R	9/02/2022			191984		12.00
5589	CELLCO PARTNERSHIP	R	9/02/2022			191985		474.07

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	93	370,693.33	0.00	369,032.03
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	19	381,259.20	0.00	381,259.20
EFT:	157	1,379,077.78	0.00	1,379,077.78
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	1,661.30CR	1,661.30CR	0.00
TOTAL ERRORS:	0			

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	270	2,129,369.01	0.00	2,129,369.01
BANK: 80144 TOTALS:	270	2,129,369.01	0.00	2,129,369.01

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1982	KENNETH N STOTTS, SR	E	9/02/2022			016411		440.00
3668	MID AMERICA PROPERTIES OF PITT	E	9/02/2022			016412		1,235.00
6298	L. KEVAN SCHUPBACH	E	9/02/2022			016413		1,599.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	9/02/2022			016414		397.00
6926	MARTIN KYLE SAYRE	E	9/02/2022			016415		550.00
8005	REMINGTON SQUARE APARTMENTS OF	E	9/02/2022			016416		524.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	9/02/2022			016417		888.00
8549	JENNIFER STOOKEY	E	9/02/2022			016418		750.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	9/01/2022			191948		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	6,383.00	0.00	6,383.00
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	6,558.00	0.00	6,558.00
BANK: EHV TOTALS:	9	6,558.00	0.00	6,558.00

VENDOR SET: 99 City of Pittsburgh, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 8/17/2022 THRU 9/06/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5906	JOHN HINRICHS	E	9/02/2022			016335		181.00
5961	LAWRENCE A VANBECELAERE	E	9/02/2022			016336		49.00
7717	LAWRENCE E GIGER	E	9/02/2022			016337		557.00
7837	MARJI RENTALS, LLC	E	9/02/2022			016338		273.00
8498	PITTSBURG HIGHLANDS GP, LLC	E	9/02/2022			016339		2,547.00
8512	GORILLA GRIP LLC	E	9/02/2022			016340		993.00
8580	GARY MORRISON REAL ESTATE, INC	E	9/02/2022			016341		734.00
8582	GARY K CONNER	E	9/02/2022			016342		970.00
0372	CONNER REALTY	E	9/02/2022			016343		914.00
1008	BENJAMIN M BEASLEY	E	9/02/2022			016344		1,056.00
1231	JOHN LOVELL	E	9/02/2022			016345		205.00
1609	PHILLIP H. O'MALLEY	E	9/02/2022			016346		1,665.00
3082	JOHN R JONES	E	9/02/2022			016347		334.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	9/02/2022			016348		964.00
3162	TOM YOAKAM	E	9/02/2022			016349		729.00
3218	CHERYL L BROOKS	E	9/02/2022			016350		319.00
3272	DUNCAN HOUSING LLC	E	9/02/2022			016351		2,755.00
3273	RICHARD F THENIKL	E	9/02/2022			016352		639.00
3294	JOHN R SMITH	E	9/02/2022			016353		1,326.00
3668	MID AMERICA PROPERTIES OF PITT	E	9/02/2022			016354		11,059.00
4054	MICHAEL A SMITH	E	9/02/2022			016355		1,620.00
4492	PITTSBURG SENIORS LP	E	9/02/2022			016356		3,645.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 8/17/2022 THRU 9/06/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5393	ANGELES PROPERTIES LLC - HAP	E	9/02/2022			016357		2,358.00
5549	DELBERT BAIR	E	9/02/2022			016358		282.00
5656	EARL L. HARTMAN	E	9/02/2022			016359		1,382.00
5658	DEANNA J HIGGINS	E	9/02/2022			016360		642.00
5676	BARBARA TODD	E	9/02/2022			016361		32.00
5817	JAMA ENTERPRISES LLP	E	9/02/2022			016362		288.00
5834	DENNIS TROUT	E	9/02/2022			016363		403.00
5957	PASTEUR PROPERTIES	E	9/02/2022			016364		3,749.00
6090	RANDAL BENNEFELD	E	9/02/2022			016365		194.00
6161	MICHAEL J STOTTS	E	9/02/2022			016366		165.00
6269	EDWARD SWOR	E	9/02/2022			016367		437.00
6298	L. KEVAN SCHUPBACH	E	9/02/2022			016368		10,609.00
6394	KEVIN R. HALL	E	9/02/2022			016369		3,074.00
6441	HEATHER MASON WHITE	E	9/02/2022			016370		980.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	9/02/2022			016371		12,065.00
6673	JUDITH A COLLINS	E	9/02/2022			016372		201.00
6694	DELBERT BAIR	E	9/02/2022			016373		464.00
6708	CHARLES R. MERTZ	E	9/02/2022			016374		454.00
6877	CHRISTOPHER KYLE BATTAGLIA	E	9/02/2022			016375		524.00
6916	STILWELL HERITAGE & EDUCATIONA	E	9/02/2022			016376		2,333.00
7083	PITTSBURG HEIGHTS, LP	E	9/02/2022			016377		3,973.00
7112	RANDY VILELA BODY REPAIR, TRU	E	9/02/2022			016378		1,166.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: HAP BMO HARRIS BANK-HAP  
DATE RANGE: 8/17/2022 THRU 9/06/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7294	AMMP PROPERTIES, LLC	E	9/02/2022			016379		848.00
7312	JASON HARRIS	E	9/02/2022			016380		358.00
7326	RANDY ALLEE	E	9/02/2022			016381		819.00
7431	R&R RENTALS OF PITTSBURG LLC	E	9/02/2022			016382		168.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	9/02/2022			016383		263.00
7554	TRAVIS R RIDGWAY	E	9/02/2022			016384		223.00
7582	KIRK A DUNCAN	E	9/02/2022			016385		682.00
7587	DAVID RUA	E	9/02/2022			016386		478.00
7645	SEWARD RENTALS, LLC	E	9/02/2022			016387		967.00
7654	A & R RENTALS, LLC	E	9/02/2022			016388		1,049.00
7669	CHARLES GILMORE	E	9/02/2022			016389		505.00
7741	SUSAN E ADAMS	E	9/02/2022			016390		175.00
7805	KIRK DARROW	E	9/02/2022			016391		118.00
7864	CB HOMES LLC	E	9/02/2022			016392		800.00
7866	JAMES MICHAEL HORTON	E	9/02/2022			016393		1,022.00
7918	CITY OF LEAVENWORTH	E	9/02/2022			016394		707.34
8005	REMINGTON SQUARE APARTMENTS OF	E	9/02/2022			016395		10,490.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	9/02/2022			016396		5,470.00
8174	MICHAEL A SMITH	E	9/02/2022			016397		547.00
8329	CHARLES P. SIMPSON	E	9/02/2022			016398		472.00
8402	BEVERLY D PETERSON	E	9/02/2022			016399		215.00
8426	JOHN F KENNEDY	E	9/02/2022			016400		868.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8455	WILLIAM JOSHUA JAMESON	E	9/02/2022			016401		562.00
8492	RUSSELL F. MIZE	E	9/02/2022			016402		1,002.00
8502	JON BARTLOW	E	9/02/2022			016403		266.00
8520	MATTHEW A SANCHEZ	E	9/02/2022			016404		301.00
8601	GAUTAM YADAV	E	9/02/2022			016405		513.00
8603	NICHOLAS KNEDGEN	E	9/02/2022			016406		586.00
8627	STEVEN MARIUCCI	E	9/02/2022			016407		528.00
6152	MARTHA R CAMPBELL	R	9/01/2022			191938		353.00
6585	CLASS HOMES 1 LLC	R	9/01/2022			191939		111.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	9/01/2022			191940		1,879.00
7616	STEVE KUPLEN	R	9/01/2022			191941		606.00
8177	MISSISSIPPI REGIONAL HOUSING A	R	9/01/2022			191942		594.38
8427	RENT-MOORE LLC	R	9/01/2022			191943		625.00
1800	DAN R. RODABAUGH	R	9/01/2022			191944		327.00
6451	NAZAR SAMAN	R	9/01/2022			191945		968.00
0472	LARRY SPRESSER	R	9/01/2022			191946		774.00
6221	WAYNE STORM	R	9/01/2022			191947		390.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	10	6,627.38	0.00	6,627.38
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	73	110,311.34	0.00	110,311.34
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:	83	116,938.72	0.00	116,938.72
BANK: HAP TOTALS:	83	116,938.72	0.00	116,938.72

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3668	MID AMERICA PROPERTIES OF PITT	E	9/02/2022			016408		1,725.00
5534	SYCAMORE VILLAGE RES LP	E	9/02/2022			016409		824.00
8643	JEANNE ELLIOTT	E	9/02/2022			016410		600.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	3	3,149.00	0.00	3,149.00
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:	3	3,149.00	0.00	3,149.00
BANK: TBRA    TOTALS:	3	3,149.00	0.00	3,149.00
REPORT TOTALS:	365	2,256,014.73	0.00	2,256,014.73

Passed and approved this 13<sup>th</sup> day of September, 2022.

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Cheryl L. Brooks, Mayor

ATTEST:

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Tammy Nagel, City Clerk

## Interoffice Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Larissa Bowman, Director of Finance

**DATE:** August 10, 2022

**SUBJECT:** Revenue Neutral Rate and Budget Hearing for the 2023 Budget

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As required by Kansas statute, a “Notice of Hearing to Exceed Revenue Neutral Rate and Budget Hearing” is to be published in the City’s official newspaper at least 10 days prior to a scheduled public hearing. The City of Pittsburg published the notice on July 26, 2022 in The Morning Sun.

At the conclusion of the Revenue Neutral Rate (RNR) hearing, staff is requesting that the governing body conduct a roll call vote to pass Resolution No. 1253 providing authority to exceed the RNR.

At the conclusion of the 2023 budget hearing, staff is requesting that the 2023 budget be adopted and that the budget certificate be signed by the governing body.

cc: Tammy Nagel, City Clerk

# NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The governing body of

## City of Pittsburg

will meet on September 13, 2022 at 5:30 P.M. at Law Enforcement Center for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax, and the Revenue Neutral Rate.

Detailed budget information is available at City Hall and will be available at this hearing.

## **BUDGET SUMMARY**

Proposed Budget 2023 Expenditures and Amount of 2022 Ad Valorem Tax establish the maximum limits of the 2023 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2021		Current Year Estimate for 2022		Proposed Budget for 2023		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2022 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	23,242,449	37.403	24,121,686	37.520	36,004,402	5,373,171	37.520
Debt Service	3,729,234	8.000	3,592,469	8.025	6,278,577	1,149,246	8.025
Library	1,009,053	6.072	913,083	6.091	1,404,430	872,281	6.091
Special Highway	3,358,055		3,785,353		5,681,872		
Special Drug & Alcohol	91,776		105,500		162,046		
Special Parks & Recreation	100,332		110,000		110,000		
Water/Wastewater Utility	8,076,408		8,933,890		14,888,094		
Stormwater Utility	1,158,739		960,997		1,267,370		
Section 8 Programs	1,649,902		1,666,920		1,714,459		
Economic Development	1,530,520		748,169		4,742,016		
<b>Totals</b>	<b>43,946,468</b>	<b>51.475</b>	<b>44,938,067</b>	<b>51.636</b>	<b>72,253,266</b>	<b>7,394,698</b>	<b>51.636</b>
<i>Revenue Neutral Rate**</i>							<b>48.283</b>

Less: Transfers	8,544,815	8,606,823	9,180,877
Net Expenditure	35,401,653	36,331,244	63,072,389
Total Tax Levied	6,879,544	6,937,369	XXXXXXXXXXXXXXXXXX
Assessed Valuation	134,528,473	134,352,548	143,208,170
Outstanding Indebtedness, January 1,	2020	2021	2022
G.O. Bonds	20,400,000	18,420,000	20,010,000
Revenue Bonds	3,190,598	2,748,390	2,456,527
Other	3,040,000	2,480,000	1,745,000
Lease Purchase Principal	1,375,091	2,555,193	1,933,320
Total	28,005,689	26,203,583	26,144,847

\*Tax rates are expressed in mills

\*\* Revenue Neutral Rate as defined by KSA 79-2988

**Tammy Nagel**

Official Title: City Clerk

**Resolution No. 1253**

**A RESOLUTION OF THE CITY OF PITTSBURG, KANSAS REGARDING THE GOVERNING BODY'S INTENT TO LEVY A PROPERTY TAX EXCEEDING THE REVENUE NEUTRAL RATE;**

**WHEREAS**, the Revenue Neutral Rate for the City of Pittsburg was calculated as 48.283 mills by the Crawford County Clerk; and

**WHEREAS**, the budget proposed by the Governing Body of the City of Pittsburg will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

**WHEREAS**, the Governing Body intends to hold a hearing and hear testimony from all interested taxpayers desiring to be heard as required by state law.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF :**

Section 1. The Governing Body of the City of Pittsburg hereby sets a public hearing regarding its intention to exceed the Revenue Neutral Rate for September 13, 2022 at 5:30 p.m. to be held at Law Enforcement Center Building, 201 North Pine, and directs that notice of the public hearing be given as required by state law.

Section 2. The Governing Body of the City of Pittsburg expresses its intention to exceed the Revenue Neutral Rate.

Section 3. The Governing Body of the City of Pittsburg directs the City Clerk to provide this resolution to the Crawford County Clerk as notice of the City's proposed intent to exceed the Revenue Neutral Rate.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ (month and year) and **SIGNED** by the Mayor.

\_\_\_\_\_  
Mayor

Attested:

\_\_\_\_\_  
City Clerk



## Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Blake Benson, Economic Development Director

**DATE:** September 7, 2022

**SUBJECT:** September 13, 2022 Agenda Item  
919 JDJME, LLC project

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Representatives of 919 JDJME, LLC, have announced plans to renovate the dilapidated property at 919 North Broadway. The project represents a \$350,000 investment by the company and will significantly improve the aesthetics and functionality of the property, which serves as a visible entry point into the downtown area. Plans include new commercial space, along with multiple two bedroom, two bath apartments.

Eric and Leah Wilber submitted an incentive request, which was considered by the Economic Development Advisory Committee (EDAC) at its August 3 meeting. The EDAC felt the request was appropriate and recommended allocating an amount equal to 10% of the total project value, with the City's commitment not to exceed \$35,000, specifically to be used for infrastructure improvements.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, September 13, 2022. Action being requested is approval or denial of the EDAC recommendation to provide an amount equal to 10% of the total project value, with the City's portion not to exceed \$35,000, in non-repayable funds to support the 919 JDJME, LLC project.



APPLICATION FOR LOAN  
CITY OF PITTSBURG, KANSAS  
ECONOMIC DEVELOPMENT REVOLVING LOAN FUND  
(SALES TAX)

I. GENERAL INFORMATION

1.	919 JDJME LLC Name of Applicant Firm	7/14/2022 Date of Request
2.	1139 E HWY 160, Pittsburg KS 66762 Firm Address	620-687-0638 Firm Phone Number
3.	Names and addresses of all persons or corporation who would be obligated as either applicant or personal guarantors of loans:	
	Eleanor Wilber Name	1139 E HWY 160, Pittsburg KS 66762 Address
	Michal Wilber Name	1139 E HWY 160, Pittsburg, KS 66762 Address
4.	Names and addresses of the principal officers and directors of the applicant:	
	Jacob Neisler Name	489 Fieldcrest Drive, Pittsburg KS 66762 Address
	Jennifer Neisler Name	915 N Broadway, Pittsburg KS 66762 Address
	Dexter Neisler Name	915 N Broadway, Pittsburg KS 66762 Address
5.	Nature of applicant's business: Commercial Building	
6.	The products to be assembled or manufactured or service to be rendered: TBD Saving a downtown building and improving the property after 30 years	
7.	Applicant's Attorney	Phone Number
8.	Applicant's Financial Advisor	Phone Number

9.	JD Wilbert	
	Applicant's Accountant	Phone Number
10.	Estimated amount of loan:	\$ 350000
11.	Number of years to retire loan:	20
12.	List previous loans and credit references:	
	Labette Bank	

II. USE OF LOAN PROCEEDS

1.	Amount requested for purchase of land:	\$ 55000
2.	Amount requested for land improvements (bldgs):	\$ 285000
3.	Amount requested for machinery and equipment:	\$
4.	Capitalized debt service:	\$
5.	Loan closing costs:	\$
6.	Working capital:	\$
7.	Other (specify)	\$
	TOTAL REQUEST:	\$

III. LOAN PROPOSAL

1.	Will the loan refinance an existing project?	NO
2.	Will the loan proceeds be used to expand or replace an existing facility?	YES
3.	Is the applicant presently located in the City of Pittsburg?	YES
4.	What type and size of building will be constructed?	
5.	Name and address of contractor and/or architect:	
	CDL, JT Construction	
6.	What type of equipment will be financed?	

7. If the applicant will be in direct competition with local firms,
- (a) Name of firms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (b) Describe nature of the competition: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IV. LOAN ANALYSIS**

1. Has a financial advisor submitted an analysis indicating the need for the loan, the advisability of the loan or benefit to the applicant of the loan?  
\_\_\_\_\_  
(If yes, attach a copy to this application.)
2. Has additional financing, whether internally generated or through other loans, been arranged? (If yes, explain on an attached sheet)  
\_\_\_\_\_
3. Has the applicant investigated conventional financing?  
\_\_\_\_\_  
\_\_\_\_\_

**V. PROPOSED LOCATION**

1. Location of the proposed facility: 919 N Broadway, Pittsburg KS 66762  
\_\_\_\_\_
2. If the facility is a proposed expansion or replacement of another plant, state size and location of current operations:  
NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. What percentage of the facility will be occupied by the applicant? 0  
\_\_\_\_\_
4. Is the prospective location properly zoned? YES  
\_\_\_\_\_

5. If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:  
NA
6. If unusual demands for water or sewer services or police or fire protection will be made, specify the demands:  
NA

**VI. OWNERSHIP AND MANAGEMENT**

1. Describe the organizational structure of applicant (proprietorship, partnership, subsidiary, corporation, etc.):  
This property was purchased under 919 JDJME LLC
- Note relationship to a parent company: NA
2. What portion of the project is being financed from other company funds (in addition to this loan)?  
\$ 0  
Please explain
3. Describe all threatened or outstanding litigation  
NA
4. Attach proforma statements for the first three (3) years of operation after issuance of the loan, including revenue projections, operating expense projections and a debt amortization schedule.

**VII. MEASURE OF ECONOMIC GROWTH AND BENEFIT**

1. What dollar amount of sales is contemplated? TBD
2. What percentage of sales will be sold locally? TBD

3. What is the estimated amount of merchandise and services purchased locally, per year?

TBD

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4. How many people will the project employ:

Type: Professional

Technical

Clerical

General Labor

5. Number of current full-time employees at applicant's present location:

NA

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6. What is ratio of loan fund dollars to jobs created?

NA

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**VIII. In order to facilitate the timely processing of the application, please attach as part of the proposal the following items:**

1. Copies of applicant's financial statements for the past three years certified as correct by the owner or an authorized officer.
2. Applicant's most recent annual or quarterly financial report.
3. Interim financial statements, to date, for the current fiscal year.
4. Financial statements, current to date, for each personal guarantor, on forms, certified by a Certified Public Accountant or the guarantor.
5. Copies of both federal and state income tax returns filed by applicant and each personal guarantor during the past three years.
6. In certain cases, due to the size of the loan, audited financials may be required.
7. Completed business plan with three year financial projections.
8. Loan (if approved) must be personally guaranteed.

**IX. Applicant should be aware that additional financial data shall be required if requested by the City Manager, City Attorney or any other persons authorized by the City of Pittsburg, Kansas, including the Economic Development Revolving Loan Fund (Sales Tax) Committee (EDAC).**

**X. Attached hereto is a copy of the Collateral Requirements for the Economic Development Revolving Loan Fund (Sales Tax) for informational purposes. HOWEVER, APPLICANT ACKNOWLEDGES AND AGREES THAT SAID REQUIREMENTS AS WELL AS THIS APPLICATION ARE A SET OF GUIDELINES AND ANY OF THE PROVISIONS STATED THEREIN MAY BE WAIVED OR ADDED TO AT THE DISCRETION OF THE PITTSBURG CITY COMMISSION.**

XI. EACH APPLICANT ALSO EXPRESSLY AGREES AND UNDERSTANDS THAT THE CITY'S MONETARY PLEDGE OF MONIES FROM THE FUND AND COMMITMENTS MADE IN ANY AGREEMENT SHALL BE CONTINGENT UPON THE CITY CONTINUING TO COLLECT THE ONE-HALF CENT CITY RETAILERS' SALES TAX; AND APPLICANT ACKNOWLEDGES THAT SAID SALES TAX MAY BE DISCONTINUED AS PROVIDED BY THE PROVISIONS OF K.S.A. 12-187 et. seq. AND AMENDMENTS THERETO, AT ANY TIME.

Michael Miller  
Signature

7-27-22  
Date

Owner  
Title



## Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Blake Benson, Economic Development Director

**DATE:** September 7, 2022

**SUBJECT:** September 13, 2022 Agenda Item  
P & L Development mortgage release

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In 2018, the City issued a \$450,000 loan to P & L Development in support of the Silverback housing development. As Arvest Bank is the primary lender for the project, the bank took first position on the loan while the City secured a second position on the P & L property until the loan was repaid.

City staff has confirmed that P & L Development has repaid the City's loan in its entirety, therefore P & L Development has requested the City release its second mortgage and waive its right of repurchase.

Please place these items on the agenda for the City Commission meeting scheduled for Tuesday, September 13, 2022. Action being requested is approval of the submitted mortgage release and waiver of right of repurchase documents and authorize the Mayor to sign the appropriate documents.

**RELEASE OF MORTGAGE**

KNOW ALL PERSONS BY THESE PRESENTS that:

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

WITNESSETH IT THEN that, for value received, such mortgage shall be and is hereby fully paid, satisfied, discharged and released as to the following described premises:

Lots Numbered One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty one (21), Twenty two (22), Twenty three (23), Twenty four (24), Twenty five (25), Twenty six (26), Twenty seven (27), Twenty eight (28), Twenty nine (29), Thirty (30), Thirty one (31), Seventy Three (73), Seventy four (74), Seventy five (75), Seventy Six (76), Seventy seven (77), Seventy eight (78), Seventy nine (79), Eighty (80), Eighty one (81), Eighty two (82), Eighty three (83), Eighty four (84), Eighty five (85), Eighty six (86), Eighty seven (87), Eighty eight (88), Eighty nine (89), Ninety (90), Ninety one (91), Ninety two (92), Ninety three (93), Ninety four (94), Ninety five (95), Ninety six (96), One hundred fourteen (114), One hundred fifteen (115), One hundred sixteen (116), One hundred seventeen (117), One hundred eighteen (118) in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

The City of Pittsburg, Kansas

\_\_\_\_\_  
By: Cheryl Brooks, Mayor

State of Kansas, County of Crawford} ss.

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022 by Cheryl Brooks, Mayor of The City of Pittsburg, Kansas.

My Appointment Expires: \_\_\_\_\_ Notary Public

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**WAIVER OF RIGHT OF REPURCHASE**

As reserved and filed in Warranty Deed recorded in Book 636 at page 513, The City of Pittsburg, Kansas hereby releases to P & L Development, LLC, a Kansas limited liability company, the Association's option to repurchase the property legally known as:

Lots Numbered One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty one (21), Twenty two (22), Twenty three (23), Twenty four (24), Twenty five (25), Twenty six (26), Twenty seven (27), Twenty eight (28), Twenty nine (29), Thirty (30), Thirty one (31), Seventy Three (73), Seventy four (74), Seventy five (75), Seventy Six (76), Seventy seven (77), Seventy eight (78), Seventy nine (79), Eighty (80), Eighty one (81), Eighty two (82), Eighty three (83), Eighty four (84), Eighty five (85), Eighty six (86), Eighty seven (87), Eighty eight (88), Eighty nine (89), Ninety (90), Ninety one (91), Ninety two (92), Ninety three (93), Ninety four (94), Ninety five (95), Ninety six (96), One hundred fourteen (114), One hundred fifteen (115), One hundred sixteen (116), One hundred seventeen (117), One hundred eighteen (118) in Silverback Landing, a subdivision in a portion of Section 33, Township 30 South, Range 25 East of the 6th P.M., Crawford County, Kansas, according to the recorded Plat thereof.

The City of Pittsburg, Kansas

\_\_\_\_\_  
By: Cheryl Brooks, Mayor

State of Kansas, County of Crawford} ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Cheryl Brooks, Mayor of The City of Pittsburg, Kansas.

\_\_\_\_\_  
Notary Public

My Appointment Expires:

**To:** Daron Hall, City Manager

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

**Date:** September 7, 2022

**Subject:** Airport AvGas Refueler Purchase

Last September, the city posted a bid request for a 750 gallon AvGas refueler to replace our current model, which is at the end of its useful life. The city entered into a contract to purchase the refueler from Global Aviation Services, LLC in the amount of \$116,495.00. With supply chain issues, delivery of the refueler was delayed, and the refueler that was finally offered did not conform to the original agreement.

Due to the specialized nature of this equipment and ongoing supply chain issues, it is not prudent to revisit the standard bid process. The need for the refueler has become acute. We have reached out to other providers about the availability and cost of comparable equipment, and we received two viable bids. We ask to waive the formal bid process and award the contract for purchase of the refueler to Garsite Aviation Refueling Equipment in the amount of \$137,500.00. The airport's jet refueler is also provided by Garsite, and the airport staff has been satisfied with the equipment and the company.

Jay Byers  
Deputy City Manager



539 South 10th Street  
Kansas City, KS 66105  
PH-(800) 467-5600  
FX-(913) 342-0638  
[www.garsite.com](http://www.garsite.com)

8/17/2022

City of Pittsburg KS  
Bill Pyle  
Atkinson Municipal Airport  
Pittsburg, KS  
620-231-5760

### **Garsite 1,000 Gallon Avgas - Aluminum Tank**

Bill

We sincerely appreciate the opportunities you have given Garsite to provide quotations, and related information on our aircraft refueling equipment. I have attached our proposal, along with brief specifications on Garsite 1,000 Avgas Refuelers. I have also included a listing of optional equipment available on our refueling equipment.

When making your decision, please keep in mind that Garsite has been designing and manufacturing aircraft refuelers and Hydrant Carts for over 68-years for customers throughout the world. Garsite has manufactured over 15,000 pieces of aviation refueling equipment and can meet any requirements your operations demand.

In addition to receiving the highest quality aircraft refueling equipment, you will also receive world-renowned technical support combined with the industry's best warranty. We employ the best technicians in the industry to provide our customers with outstanding service.

Please review the attached quotation and let us know if you have any questions. Thank you again for contacting Garsite.

Brian Lacher  
Project Sales Engineer  
816-541-1332

## Garsite 2023 Avgas Refueler

The photo below represents a new 1,000 USG Avgas Refueler recently built by Garsite, some options are shown.



**Standard Model:** 1000 USG Avgas refueler. Includes battery isolation switch and engine block heater.

**Chassis Information:** Ram 4500 Standard Cab - 6.4L Gas Power Hemi with PTO provision - Air conditioning as standard

**Tank Information:** 1,000 Gallon Single Compartment - Aluminum

**Flow Capacity:** (1) One 40 GPM Pumping system - PTO Driven pump

**System Configuration:** (1) Single wrap reel with overwing nozzle

**Additional Spec's:** Vapor proof lights and wiring, exhaust re-route, tank drains, VF-22 Filtration & Filter Monitor and Differential pressure gauge.

**Safety Features:** Static reel with 50' cable, brake interlock, emergency shut-down, fire extinguishers, back up camera, back up alarm, flashing beacon.

**Meter:** One meter rated for 50 GPM, with TCS 3000 mounted electronic register

**Finish:** Cab painted OEM white. Aluminum polished finish. Equipment painted silver except piping and OEM painted equipment which is left as originally painted.

**Bottom Loading:** Includes a jet level sensor for automatic, high-level shut-off with precheck. The bottom loading adapter is capable of accepting a standard bottom load nozzle. A gauge and shut-off valve downstream of bottom load adapter.

**Ladder Brackets:** Installed on rear bumper.

## Garsite 2023 Avgas Refueler

Pricing Summary: Rates are subject to change		Price	Lease Rate p/m
<b>Unit Price:</b> Garsite Standard 1,000 Avgas Aircraft Refueler		\$137,500	
<b>Add:</b> Standard Options <i>(from section #3)</i>		\$0	
<b>Add:</b> Non-Standard Options <i>(from section #4)</i>		\$0	
<b>Estimated Freight Cost:</b> *Finalized when unit is ready to ship, if blank customer arranges			
<b>Total -</b>		\$137,500	
<b>Quantity / Sub Total</b>	<b>1</b>	<b>\$137,500</b>	

**Confirmation of Order - To execute, please sign, date and return to your representative.**

<b>Signature:</b> _____	<b>Date:</b> _____
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## Optional Features Available for Garsite Equipment

Yes / No	ID #	Standard Package Options	Option Price
Yes	N/A	2023 Ram Gas 4500 Chassis - 108' CA - Mid Mount Module	Included
No	N/A	Ram Gas 5500 Chassis - 84" CA - Rear Mount Module (Add \$4,000)	
No	N/A	Ram Diesel 5500 Chassis - 84" CA - Rear Mount Module (Add \$12,000)	
No	WD-41	Water defense - Gammon 1CC (Must select 1 water defense option)	
No		Change to Mechical Registration	
No	ME-183	TCS Temperature Control for One Register	
No	ME-180	TCS slip printer and stand	
No	MA-56	TCS roll printer and stand	
No	ME-181	TCS cell modem	
No	ME-182	TCS Prewire for printer and modem (if printer or modem is not selected)	
No	TG-33	Madison tank level gauge connected to TCS registration only	
No		Product recovery tank: Provide aluminum, 20 gallon, sump collection tank. Vented fill cover & tank drain, located next to filter	
No	SB-29	Mount product recovery tank on driver side at rear of truck next to bottom load	
No	BL-12	Install Scully Tank Overfill Protection System - Thermistor	
No	BL-08	Install Scully Tank Overfill Protection System - Optic	
No	SB-31	Chock block holders: Provide aluminum heavy-duty aluminum chock block holder	
No	SB-12	Storage / spill kit container: Provide aluminum, lockable, storage box. Dimension 24"x 24"x 24"	
	SB-29		

No	SB-30	Cone holder	
No	DR-24	Tank drain spring return valves (2)	
No	AL-12	Top of tank hand grips	
No	PL-31	Bi-Line Fall Protection	
No	PL-40	Tram fall protection	
No		<b>1,000 Gallon Tank</b> Auto-raising, safety hand-rail system on top of tank: Provide pneumatically operated, safety hand-rail assembly installed on top of the product tank. The hand-rails shall be painted safety high visibility yellow. Additionally, a rear access gate shall be installed on the rear ladder which will engage the brake interlock system when activated	
No	IS-13	Interlock buzzer	
	CB-66		
No	FX-29	BC 20# PURPLEK Ansul	
No	FX-28	Scabbard style fire extinguisher holders	
No		On-Site Customer Witness Test - Unit will be retested during customer visit	
No		On-Site In-Service: Will be scheduled and billed at time of shipment on a separate service order (\$1,000/Day + Travel)	
Yes		<b>Unit must meet all ATA requirements</b>	

### Standard Paint Options

No		<b>1,000 Gallon Tank</b> Add 1-color (white, black or gray) polyurethane on natural aluminum tank: Paint to match color of chassis cab (If Yes please complete Paint Detail section below)	
No		<b>1,000 Gallon Tank</b> Add 1-color (NOT white, black or gray) polyurethane on natural aluminum tank: Paint to match color of chassis cab (If Yes please complete Paint Detail section below)	
No		Paint wheels black (If Yes please complete Paint Detail section below)	
No		Ocean Preservative (If Yes please complete Paint Detail section below)	

**Sub Total, Garsite 'Standard Options' Price Adders**

**\$0**

### Custom Paint Options

No		Describe Custom Paint:	\$0
No		Paint Color Code or Chassis Color Code:	\$0

### Customer Requirement Checklist

Yes/No	Description	
No	Does the Unit require Decals? (if Yes answer custom question below)	
No	Customer supplied? (if no standard Garsite decals will be applied). If yes provide detail in line below.	

### Customer Requested Custom Options

Qty.	General Description	Price/TBD

**Sub Total, Non - Standard, Engineered Options**

**\$0**

### Change Orders

Date	Description of Change	Price/TBD
------	-----------------------	-----------


Sub Total, Change Orders

\$0

**Terms:**

A signed Confirmation or Order is required to secure your order. Additionally, a good-faith and non-refundable deposit is required to secure order. The balance of payment is due prior to shipment. All confirmation of orders are subject to credit approval prior to acceptance.

**Deposit Required:**

25%

**Final Payment Prior to Shipment:**

100%

**Terms**

**Paid in full prior to shipment**

**Late Penalties**

**Paint & Decals:**

The product tanks shall remain in their natural bright aluminum finish. Cab painted factory white. Equipment painted silver (except OEM painted equipment which remains painted per OEM). Safety placards, product decals, and operating decals will be installed. Additionally, any customer supplied imaging decals will be installed at no additional charge.

**Validity:**

This quotation is valid for 30 days.

**Freight:**

Units are quoted FOB Garsite Factory. Inland freight is additional. Freight quotes are estimated at the time of the quote. Valid and actual freight costs will be verified and charged accordingly when the equipment is ready to ship.

**Taxes:**

Any and all taxes, if applicable, are additional. If tax exempt please provide Tax Exempt form ASAP.

**Delivery:**

Standard units are available in 30 from acceptance order, and deposit.

**Proprietary Statement:**

All Garsite – Progress intellectual property is protected and Garsite does not waive its right to patent.

This quote is conditioned upon adherence to Garsite's standard terms and conditions of sale as attached hereto. Any modification must be mutually agreed in a writing signed by both Garsite and customer, and such modifications may affect the pricing or other terms presented herein.

Brian Lacher  
Project Sales Engineer  
Your Garsite Sales Team

## GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF ORDERS.** All orders are subject to acceptance in writing by an authorized representative of Garsite/Progress LLC ("Seller"). Orders are not accepted until accepted in writing by such authorized representative of Seller and until the down payment as requested by Seller is received in full by Seller. **BUYER'S ORDER IS ACCEPTED ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER WRITING INCONSISTENT HERewith ARE REJECTED AND SHALL NOT CONSTITUTE A PART OF THE CONTRACT.**

2. **PRICE.** Seller and Buyer agree that the price to be paid by Buyer for the equipment described on the order attached hereto (hereinafter referred to as the "Equipment") may be adjusted for cost increases experienced by Seller and agreed to by Buyer, which may increase the total price from that stated on the front hereof. The price is also subject to adjustment any change made by Buyer and approved by Seller in any of the specifications or other terms of this contract. Buyer acknowledges that a change order resulting in additional engineering time may impact the price and delivery time. All prices listed are in United States dollars.

3. **DEPOSIT.** Unless otherwise specified by Seller, Buyer shall place an agreed upon, Good-faith, non-refundable deposit prior to the order being placed. This Good-faith deposit will be written within a confirmation of order that will be signed by both the Buyer and Seller. If Seller is affected by a Force Majeure event as defined in section 13, then Seller will refund the deposit, less any expenses incurred by Seller.

4. **TAXES, FEES AND CHARGES.** The purchase price for Equipment shall be: (a) F.O.B. Garsite's facility in Kansas City, KS or such other shipping point as Seller shall designate ("shipping point"); (b) exclusive of applicable federal, state and local taxes (including sales and use taxes), excises, duties and import fees ("Taxes"), which Buyer shall pay or reimburse to Seller; (c) if the Equipment is to be made exempt from Taxes, Buyer agrees to provide Seller with such documentation as is required under relevant tax statutes, regulations, and other published authorities to substantiate the tax exempt nature of the purchase before Seller delivers sales invoices to the Buyer which omit the Taxes. Buyer further agrees that such documents will be prepared and executed in accordance with the requirements of the taxing jurisdictions which provide for exemptions from the Taxes and that Seller may rely on the Buyer's representations made therein as the basis for omitting billing of the Taxes; and (d) exclusive of freight and delivery charges, licensing expenses and insurance, all of which Buyer shall pay.

5. **PAYMENT.** Payment terms are as specified on the proposal attached hereto. Unless otherwise specified, payment is due on the Completion Date of each unit. All past due amounts shall bear interest from and after the due date thereof at the rate of twelve percent (12%) per annum. In addition, payments received more than three (3) days after the due date shall be subject to a late charge of \$10.00 for each day that such payment remains unpaid. All payments shall be made without deduction or right of setoff for any reason. Buyer shall pay all reasonable costs, attorneys' fees and expenses incurred by the Seller in pursuing collection of any past due amount or in enforcing any provision of this contract. An irrevocable letter of credit, if required, must be drawn on a US bank reasonably acceptable to Seller.

6. **COMPLETION.** The "Completion Date" is the date when the Equipment is ready for use by Buyer, whether or not Buyer takes possession of the Equipment. The Completion Date specified on the order attached hereto is approximate. The Completion Date is subject to adjustment by Seller for any change made by Buyer and approved by Seller. Buyer acknowledges that a change order or failure to provide timely any Buyer-supplied components may impact the Completion Date.

7. **BUYER SUPPLIED ITEMS.** Garsite does accept buyer supplied material

8. **SHIPMENT; RISK OF LOSS; TITLE.** See language from PAYMENT terms. The purchase price shall be FOB Seller's facility for domestic orders and FCA Seller's facility for international orders, unless otherwise specified by Seller in writing. Unless otherwise specified by Buyer, Seller shall place the Equipment in the possession of such a carrier of Seller's choice and make such a contract for its transportation as may be reasonable; having regard for the nature of the Equipment and good commercial standards, unless the equipment sold is FOB Buyer's location. Buyer shall bear all expenses paid or incurred by Seller in delivering the Equipment. For domestic shipments, risk of loss or damage (including damage resulting from weather or other acts of God) of the Equipment shall pass to Buyer at the time it is tendered for shipment. For international shipments managed by Seller risk of loss transfers at the designated port. Titles and Manufacturing Statement of Origins (MSO's) to the Equipment shall remain with Seller until full payment is received by Seller, including any late fees or interest. After thirty (30) days, Buyer shall pay a storage fee of twenty-five dollars (\$25.00) per day per piece of Equipment with Seller reserving the right to transport and deliver the goods to Buyer solely at the Buyer's expense, to include a one hundred dollar (\$100.00) transportation arrangement fee.

9. **INSPECTION UPON DELIVERY.** Buyer shall be responsible for thoroughly inspecting the Equipment upon receipt and waives any right to object to any defect or damage that would otherwise have been discoverable during a thorough inspection at such time if Buyer does not inform Seller in writing regarding such defect or damage within ten (10) days after initial receipt of the Equipment and prior to use of the Equipment.

10. **LIMITED WARRANTY, DISCLAIMERS, AND LIMITATION OF LIABILITY.** A. Seller warrants the Equipment manufactured by it to be free

from defects in material and workmanship. Any refurbished Equipment shall conform to Pressure Vessel Code and US Department of Transportation Regulations, if applicable. For a period of one (1) year following the receipt of the Equipment or sixteen (16) months following the Completion Date, whichever is earlier (the "Warranty Period"), Seller, at its option, shall correct by repair or replacement any defect in material or workmanship in any part of a product manufactured by it, subject to the following conditions: (a) Promptly upon discovery, written notice of any such claimed defect must be given to Seller during the Warranty Period; (b) Seller shall have the right to inspect the claimed defective Equipment at such time and place as it reasonably requests; (c) If the Seller requests, the Equipment must be made available for repair within fifteen (15) days after Seller notifies Buyer of the repair procedure, but shall not be returned before such notification is given; (d) Unauthorized repairs shall void this warranty; (e) This warranty does not apply to parts requiring replacement because of natural wear and tear, or to products, accessories, parts or attachments which were not manufactured by Seller - Seller receives warranties on certain components purchased by it and passes through such warranties to Buyer, and Seller's obligation with respect to such components shall be limited to the extent of the warranties, if any, given and honored by its suppliers; (f) This warranty shall not apply if parts and/or labor are required due to accident, abuse or improper or neglected maintenance; (g) When alterations are made or parts or attachments are installed by Buyer or for him by others, this warranty shall be void and Seller shall not be responsible for such alterations or installations, or for the operation of the Equipment thereafter; (h) This warranty shall be void when Equipment is subjected to weight loads or pressures, is used on terrain for which it was not designed, or are used to contain, or is cleaned with, materials having corrosive, temperature or other characteristics for which the Equipment was not designed; (i) Seller shall not be obligated to furnish "loaners" or any compensation for rented, loaned or borrowed equipment while repair is being made under this warranty; (j) All repairs under this warranty shall be made at a mutually agreed-upon location, and Buyer must bear the risk and expense of transporting the Equipment to Seller's plant or such other designated place; (k) For warranty beyond (1) year, see the specific warranty certificates supplied with the Equipment; and (l) This warranty applies only to the original purchaser from Seller. B. The description on the front hereof does not create any warranty, express or implied. Seller may substitute any comparable component in the Equipment, and Equipment with such substituted components shall be considered in conformance with Seller's obligations under this contract. C. THE FOREGOING WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART.

11. PATENT INDEMNITY. A. In the event the Equipment furnished hereunder is claimed to infringe any United States patent issued at the time of delivery, Seller agrees, at its option: (1) to procure for Buyer the right to use the Equipment, or (2) to modify or replace the Equipment so as to avoid infringement, or (3) to accept redelivery of the Equipment and reimburse Buyer for the purchase price and any reasonable transportation expenses incurred by Buyer. Should any litigation be instituted against Buyer based on a claim that the Equipment in the condition received from Seller infringes any such United States patent, Seller will undertake the defense thereof on Buyer's behalf and pay any damages and costs awarded therein against Buyer, provided Seller is given timely written notice and is furnished with copies of all demands, process and pleadings; and provided Buyer cooperates fully in giving Seller authority, information and assistance at Seller's expense for such defense, as well as control over the defense and any negotiations with regard to settlement. THE FOREGOING REPRESENTS SELLER'S ENTIRE AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY CHARGE OF PATENT INFRINGEMENT AND IS IN LIEU OF ANY STATUTORY WARRANTY RELATING TO INFRINGEMENT. SELLER SHALL HAVE NO RESPONSIBILITY INsofar as the Equipment is modified by Buyer or is made or modified by Seller in accordance with Buyer's order, and Buyer shall wholly indemnify Seller for all damages, costs or expenses, including attorney's fees, paid or incurred by Seller in connection with any claim of infringement of a patent, copyright or trademark, trade secret, or other proprietary right, which arises out of Seller's compliance with Buyer's specifications or any modification by Buyer. SELLER SHALL ALSO HAVE NO RESPONSIBILITY WITH REGARD TO ANY SETTLEMENT, ADMISSION OR PROMISE MADE BY BUYER WITHOUT SELLER'S PRIOR WRITTEN CONSENT, NOR SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS PROFITS, CLAIMED TO HAVE BEEN SUSTAINED BY BUYER OR ANY USER OF THE EQUIPMENT ARISING OUT OF ANY CLAIM OR INFRINGEMENT. C. Seller may be entitled to indemnity from certain of its suppliers, and the rights and options vested in Seller shall extend to such suppliers and may be exercised by them.

12. NO CONSEQUENTIAL OR OTHER DAMAGES. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS, DAMAGE OR EXPENSE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO PERSONAL INJURY, LABOR COSTS OR LOSS OF PROFITS, ARISING IN CONNECTION WITH THIS CONTRACT OR WITH THE USE OF OR INABILITY TO USE THE EQUIPMENT SOLD HEREUNDER.

13. FORCE MAJEURE; EXCUSABLE DELAY. Seller shall not be liable for loss, damage, delay or failure of delivery resulting from causes or conditions beyond Seller's control, including but not limited to accidents, breakdowns, strikes, work slowdowns, sabotage, riots, insurrection, war, disease, delays, interruptions in or failure of sources to supply materials and equipment, labor and transportation,

any act of government, acts of God or public enemy, or other causes and conditions, whether or not voluntarily assumed.

14. COMPLIANCE WITH LAWS. Buyer shall be responsible for and compliance with all local, state, federal or international laws, rules or regulations in connection with the Equipment, and shall indemnify Seller from any failure to comply with any such laws, rules or regulations.

15. TRADEMARKS. Buyer warrants that any trademark Buyer requests Seller to affix to the Equipment is owned or authorized for use by Buyer.

16. CANCELLATION, MODIFICATION, SUSPENSION. Any proposed cancellation, modification, suspension, or delay in shipment by Buyer of any order or part thereof will not be accepted unless Buyer agrees to fully reimburse Seller all direct costs incurred, plus normal indirect and overhead charges, and a normal profit. No change proposed by Buyer in any specifications, terms or conditions shall be valid or binding upon Seller unless approved in writing by Seller. Seller shall have the right to cancel any accepted order without liability to Buyer if Buyer shall cease to exist, become insolvent or the subject of bankruptcy proceedings or shall commit a breach in the performance of any of its obligations hereunder.

17. ENTIRE AGREEMENT. Buyer's purchase order number, if any, shall be used solely for accounting purposes. This writing is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions thereof.

18. NOTICE. Any notice shall be considered given when deposited in the United States mail, postage prepaid, addressed to the other party at the address set forth in the order.

19. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. SEVERABILITY. If any provision, clause or part, or the application thereof under certain circumstances is held invalid, the remainder of this contract or the application of such provision, clause or part under other circumstances shall not be affected thereby.

21. SET OFF. Seller may set off any amount due from Buyer hereunder against any amount which may be due to Buyer whether or not under this contract.

22. ASSIGNMENT. Buyer shall not assign its rights under this contract or any interest therein without Seller's prior written consent. Seller shall have the right to assign its rights under this contract to any successor in interest.

23. CONTROLLING LAW; VENUE. This transaction shall be governed by, and this agreement shall be construed and enforced in accordance with the laws of the State of Kansas, excluding its conflicts of law provisions. Any disputes arising hereunder or relating to the Equipment shall be venued and brought in Circuit Court in Kansas City, KS. Each party consents to this venue and waives any objections or defenses to same.

24. SECURITY INTEREST. If financing is involved or under other circumstances if Seller so chooses, Buyer agrees to execute such further documents as Seller requests to reflect Buyer's obligation to pay the deferred portion of the price and perfect a security interest in the Equipment and/or other collateral as security for payment thereof. The Equipment shall at all times be considered personal property and shall not be deemed a fixture or a part of or an appurtenance to any building real estate or vehicle, even though attached thereto. Damage to or loss or destruction of the Equipment shall not release Buyer from its payment obligation.

25. TRADE-IN. If a trade-in is involved, Buyer shall be responsible for maintaining the equipment to be traded in the same condition as when inspected by Seller in determining the trade-in allowance. The trade-in allowance shall be adjusted, or eliminated, for any subsequent change in condition of the equipment to be traded.

26. EXPORT ADMINISTRATION REGULATIONS. Each Party acknowledges and agrees certain information and/or equipment and/or permitted users and/or destinations can be subject to U.S. export control laws and regulations under 22 C.F.R. Section 120 et seq. of the International Traffic in Arms Regulations ("ITAR"), 15 C.F.R. Section 730 et seq. of the Export Administration Regulations ("EAR"), and the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control under 31 C.F.R. Section 501 et seq. ("OFAC"), and by entering into this Agreement, the Parties agree that they will not violate any laws and/or regulations under ITAR, EAR, and OFAC, and that they will not without limitation, disclose, transfer, or export information and/or equipment identified as being subject to ITAR and EAR to third parties, including foreign persons or entities whether or not related to or affiliated with such party, and/or subcontract out any work and/or orders arising from this Agreement without first receiving express written consent from the disclosing party and as required by contract or by law, each Party may need to register with the Directorate of Defense Trade Controls. If either Party does not comply with its obligations under this paragraph or any terms specified in this Agreement such non-complying Party will indemnify, hold harmless, and defend the other party as to any violations that the noncomplying party may cause under ITAR, EAR, or OFAC, including but not limited to the payment of civil and criminal penalties, all costs and expenses and attorney's fees. Buyer further acknowledges and agrees that prior authorization from the U.S. Government may be required for the sale, transfer, and export of any equipment from the United States and any retransfer and reexport of equipment. Accordingly, Buyer acknowledges and agrees that this sale is contingent upon the U.S Government issuing any required

authorizations. Neither party shall be liable to the other for any delay or failure to perform caused by the delay or denial of the U.S. Government to issue any required export, reexport or retransfer authorization for equipment.

**To:** Daron Hall, City Manager

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

**Date:** September 7, 2022

**Subject:** Downtown Tower Lease Renewal

The city entered into a lease agreement in 2012 with Verizon to rent space on our tower at 101 N. Locust. The term was for six years and was extended for an additional four years. Verizon would like to amend the lease agreement to extend the term for an additional six years with four-year options. The annual rental amount will be \$40,829.00.

Jay Byers  
Deputy City Manager

PREPARED BY,  
RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Stinson LLP  
1201 Walnut, Suite 2900  
Kansas City, MO 64106  
Attention: Catherine A. Huntley  
Site Name: KS15 Pittsburg #1

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(Space above this line for Recorder's use.)

### **MEMORANDUM OF THIRD AMENDMENT TO TOWER LEASE AGREEMENT**

THIS MEMORANDUM OF THIRD AMENDMENT TO TOWER LEASE AGREEMENT ("Memorandum") evidences that a Third Amendment to Tower Lease Agreement was entered into as of \_\_\_\_\_, 2022, by and between **The City of Pittsburg, Kansas** ("Grantor"), a Kansas municipality, having a mailing address of 201 West Fourth Street, Pittsburg, Kansas 66762, and **Alltel Corporation d/b/a Verizon Wireless**, with offices located at Attention: Network Real Estate, 180 Washington Valley Road, Bedminster, New Jersey 07921 ("Grantee").

Grantor and Grantee, or their predecessors-in-interest, entered into a Tower Lease Agreement, dated August 14, 2012 (as amended, the "Agreement"), for certain real property located in the County of Crawford, State of Kansas, within the property of Grantor which is described in Exhibit "A" attached hereto ("Grantor's Property"), and as further described in the Memorandum of Tower Lease Agreement recorded August 21, 2012, at Document No. 0604-0908. Commencing on October 1, 2022, the term of the Agreement shall be extended for six (6) years, with one (1) additional extension term of four (4) years, subject to the terms and conditions contained in the Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Memorandum as of the day and year first above written.

GRANTOR:

The City of Pittsburg, Kansas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

GRANTEE:

Alltel Corporation  
d/b/a Verizon Wireless

By: Steve LeVan

Name: STEVE LEVAN

Title: DIRECTOR NETWORK FIELD ENGINEERING

Date: 7/25/2022

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, notary public,  
personally appeared \_\_\_\_\_, the \_\_\_\_\_  
of the City of Pittsburg, Kansas, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed to the within instrument and  
acknowledged to me that she/he executed the same in her/his authorized capacity, and that by  
her/his signature on the instrument the person, or the entity upon behalf of which the person acted,  
executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

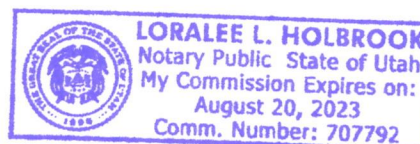
Printed Name: \_\_\_\_\_

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On July 25, 2022, before me, LORALEE L. HOLBROOK notary public, personally appeared STEVE LEVAR DIRECTOR NETWORK FIELD ENGINEERING of Alltel Corporation d/b/a Verizon Wireless, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his authorized capacity, and that by her/his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Loralee L. Holbrook* (Seal)  
Printed Name: LORALEE L. HOLBROOK



## **EXHIBIT "A"**

### **Legal Description of Grantor's Property**

Property located in Pittsburg, Kansas and legally described as:

Lots Numbered Two Hundred Fifteen (215) and Two Hundred Sixteen (216) in Block Number Thirty Nine (39) in the "Town of Pittsburg" (Now the City of Pittsburg, Kansas), according to the recorded Plat thereof.

Exhibit "A"

Page 1 of 1

KS15 Pittsburg #1 (GL# 194593) - Memorandum of Third Amendment  
DB04/0762186.2181/14030393.1

### THIRD AMENDMENT TO TOWER LEASE AGREEMENT

This THIRD AMENDMENT TO TOWER LEASE AGREEMENT ("Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **The City of Pittsburg, Kansas**, hereinafter "LESSOR", and **Alltel Corporation d/b/a Verizon Wireless**, as successor in interest to Alltel Communications, LLC d/b/a Verizon Wireless, hereinafter "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

**WHEREAS**, LESSOR and LESSEE, or their predecessors-in-interest, entered into a Tower Lease Agreement dated August 14, 2012, as amended by that First Amendment to Tower Lease Agreement, dated September 10, 2013, and the Second Amendment to Tower Lease Agreement, dated June 17, 2014 (as amended, the "Agreement"), whereby LESSEE leases from LESSOR certain ground and tower space at LESSOR's tower located at 101 N. Locust, Pittsburg, Kansas 66762, as further described in the Agreement;

**WHEREAS**, the current four (4) year extension term of the Agreement is scheduled to expire on September 30, 2022; and

**WHEREAS**, LESSOR and LESSEE desire to amend the Agreement to extend the Term of the Agreement and to otherwise amend the Agreement as provided herein.

**NOW, THEREFORE**, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to be legally bound to this Amendment as follows:

1. The above recitals are incorporated herein by reference. Except as expressly sent forth in this Amendment, all defined terms herein used shall have the same meaning as set forth in the Agreement.
2. Section 5. EXTENSIONS of the Agreement is hereby amended by adding the following as the second full paragraph thereof:

Commencing on October 1, 2022, the Term of this Agreement shall automatically be extended for an additional extension term of six (6) years. Thereafter, this Agreement shall automatically be extended for one (1) additional, automatic four (4) year extension term (the six (6) year extension term and the four (4) year extension term referred to herein collectively as the "Additional Extension Term") unless LESSEE terminates this Agreement at the end of the six (6) year extension term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the six (6) year extension term.

3. Section 6. EXTENSION RENTALS of the Agreement is hereby amended by adding the following as the second full paragraph thereof:

Commencing on October 1, 2022, annual rental for the Additional Extension Term shall be \$40,829.00 per year, to be paid in equal monthly installments on

the first day of the month, in advance. LESSOR and LESSEE acknowledge and agree that the initial increased monthly rent payment(s) shall not actually be sent by LESSEE until ninety (90) days after (i) the date on which both Parties have executed this Amendment; or (ii) October 1, 2022, whichever is later.

4. Section 11(b) INSURANCE of the Agreement is hereby deleted in its entirety and replaced and superseded by the following:

(b) LESSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits of \$4,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property. LESSOR agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits of \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction to property in any one occurrence. The Parties agree to include the other Party as an additional insured as their interests may appear under this Agreement.

5. LESSEE's notice address in Section 26 of the Agreement is hereby deleted in its entirety and superseded with the following:

LESSEE: Alltel Corporation  
d/b/a Verizon Wireless  
Attention: Network Real Estate  
180 Washington Valley Road  
Bedminster, New Jersey 07921

6. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto. The Parties hereby ratify the Agreement, as amended by this Amendment.
7. The Agreement and this Amendment contain all agreements, promises or understandings between LESSOR and LESSEE and no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and/or this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and/or this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and/or this Amendment. Each of the Parties hereto warrants to the other that the person or persons executing this Amendment on behalf of such Party has the full right, power and authority to enter into and execute this Amendment on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have set forth their hand and seals as of the date indicated above.

LESSOR:

The City of Pittsburg, Kansas

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LESSEE:

Alltel Corporation  
d/b/a Verizon Wireless

By: 

Name: STEVE LEVAR

Title: DIRECTOR NETWORK FIELD ENGINEERING

Date: 7/25/2022

**Interoffice Memorandum**

To: Daron Hall, City Manager

From: Toby Book, Director of Parks and Recreation  
CC: Tammy Nagel, City Clerk

Date: September 7, 2022

Subject: September 13, 2022 City Commission Agenda Item  
Land Water Conservation Fund Grant Application Process

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The City of Pittsburg Parks and Recreation is applying for a Land Water Conservation Fund Grant to support the construction of a new miniature golf course, club house/concession stand and additional parking located at the Four Oaks Golf Course Complex.

The project will be funded through the grant opportunities available, private donors and in-kind match with City resources. The approximate cost of the total project will be \$500,000. The project will be released for design and build bid when all funding is secured.

In this regard, would you please place an item on the agenda for the City Commission meeting scheduled for Tuesday, September 13, 2022. Staff is recommending the approval to proceed with the LWCF Grant application. Action necessary will be to approve or disapprove the grant application and if approved, authorize the Mayor to sign any necessary documents.

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