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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, November 08, 2022
5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Public Input
- c. Proclamation - Adoption Month - Received by Amanda Keller

CONSENT AGENDA:

- a. Approval of the October 25, 2022, City Commission Meeting minutes.
- b. Approval of Ordinance No. S-1090, granting an ad valorem tax exemption to Atkinson Industries, Inc., pursuant to the City of Pittsburg's Policy and Procedures adopted November 10, 1987, as authorized by Section 13, Article 11, of the Constitution of the State of Kansas, and authorize the Mayor to sign the Ordinance on behalf of the City.
- c. Approval of staff recommendation of a Second Amendment to Antenna Collocation Lease Agreement with T-Mobile Central, LLC, updating the lease to reflect the name change from Sprint to T-Mobile Central, LLC, and authorize the Mayor to sign the Agreement on behalf of the City.
- d. Approval of the application submitted by Brody Rink for water service outside the City limits for the property located at 773 South 196th Street.
- e. Approval of Change Order No. 1 for the East Quincy Street Reconstruction Project to represent the removal of 160' of existing fence at 929 East Quincy Street in order to construct new storm sewer and grading, the installation of 110' of temporary fence to be utilized as the storm sewer and new grade are being constructed, and the installation of 160' of chain fence with a double gate after construction is complete, with the contract amount increasing \$2,546.25, making the new total contract amount \$5,376,445.32, and authorize the Mayor to sign the Change Order on behalf of the City.
- f. Approval of Change Order No. 4 for the 2022 Pittsburg CCLIP Project, to represent a deduction in the amount of \$97,169.10 due to the deletion of concrete pads for the water valves and manholes, and a deduction of Hot Mix Asphalt material, making the new total contract amount \$1,140,992.27, and authorize the Mayor to sign the Change Order on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, November 08, 2022
5:30 PM

- g. Approval of staff recommendation to waive the City's bid policy to purchase chemicals for the Wastewater Treatment Plant, Water Treatment Plant, and Aquatic Center for the upcoming contract year and/or until the market conditions have stabilized due to market instability, and continue to work with current vendors and/or new vendors to ensure a constant supply of essential chemicals needed for the City's water requirements.
- h. Approval of the Appropriation Ordinance for the period ending November 8, 2022, subject to the release of HUD expenditures when funds are received. **ROLL CALL VOTE.**

SPECIAL PRESENTATIONS:

- a. CITY HALL FRONT ENTRY PROJECT - Miranda Bruening, on behalf of Echelon Arch + Design, will present the final concept regarding the City Hall Front Entry Project. **Take that action deemed appropriate.**

CONSIDER THE FOLLOWING:

- a. MT. OLIVE CEMETERY SERVICES AGREEMENT - Consider staff recommendation to approve the Mt. Olive Cemetery Services Agreement between the City of Pittsburg and Notch8.Illc, in which Notch8.Illc will provide maintenance and repair services at the Mt. Olive Cemetery. **Approve or disapprove the Mt. Olive Cemetery Services Agreement and, if approved, authorize the Mayor to sign the agreement on behalf of the City.**
- b. THE FINISHING TOUCH - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to allocate \$25,000 in non-repayable funds to be used specifically toward infrastructure improvements by The Finishing Touch at their facility located at 808 East Jefferson Street, based on an expected \$250,000 investment in the project by The Finishing Touch. **Approve or disapprove the recommendation.**
- c. NEISLER MORTGAGE RELEASE - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to release the mortgage against the property located at 915 North Broadway, owned by Dexter and Jennifer Neisler, as the Neislars have satisfied the City's requirements to have their City loan forgiven and the mortgage released. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the release on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, November 08, 2022
5:30 PM

- d. ZONING CHANGE - 211 WEST 11TH STREET - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve the request submitted by CDL to change the zoning of 211 West 11th Street from R-1C: Single-Family Residential to IP-3: Planned Heavy Industrial. **Approve or disapprove the recommendation and, if approved, direct staff to prepare the appropriate Ordinance.**

- e. CONDITIONAL USE PERMIT REQUEST - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve a Conditional Use Permit request submitted by Pamela Hudson to allow chickens at 1231 East 11th Street under the provisions of Article 30 of the Pittsburg Zoning Ordinance. **Approve or disapprove the recommendation. If the Governing Body disapproves the Conditional Use Permit, they may, by a simple majority, deny the request and send it back to the Planning Commission/Board of Zoning Appeals for further consideration.**

- f. AXON TASER-7 PURCHASE REQUEST - Consider staff recommendation to purchase 55 Taser-7 Electronic Control Weapons (ECW's) and other related items from Axon Enterprises, Inc., of Scottsdale, Arizona, in the total amount of \$240,040 utilizing funds from the Public Safety Sales Tax, with \$235,000 of the cost to be reimbursed to the City by the Bureau of Justice Assistance's Fiscal Year 2022 Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents.**

NON-AGENDA REPORTS & REQUESTS:

- a. BI-MONTHLY BUDGET REVIEW - Director of Finance Larissa Bowman will provide the October 31, 2022, bi-monthly budget review. **Receive for file.**

ADJOURNMENT

Office of the Mayor
CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: Children are key to the state's future success, prosperity and quality of life; and

Whereas: All children and youth deserve a safe, loving family yet there are nearly 500 children and teens in Kansas who are waiting to be adopted; and

Whereas: Adoption creates supportive, loving families for kids; and

Whereas: Supportive families can help a youth overcome past traumatic experiences and reach their full potential; and

Whereas: We must come together as a community to celebrate Kansas's foster and adoptive families and raise awareness about the number of children who are still waiting for their "no matter what" family; and

Whereas: There are no restrictions on who can adopt based on race, ethnicity, religion, sexual orientation or expression, gender identity or marital status; and

Whereas: There is always a need for parents who are willing to adopt siblings, older youth and young people with complex medical and behavioral needs; and

Whereas: There are numerous individuals, nonprofit organizations and public servants who are dedicated to finding families for children and teens in foster care who are waiting to be adopted.

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

Adoption Month in Pittsburg

Dated this 8th day of November, 2022.

ATTEST:

CITY CLERK

MAYOR

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 25, 2022

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, October 25, 2022, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Cheryl Brooks presiding and the following members present: Stu Hite, Dawn McNay, Chuck Munsell and Ron Seglie.

Mayor Brooks led the flag salute.

INVOCATION – Father Chris Rumbach, on behalf of Our Lady of Lourdes, provided an invocation.

PUBLIC INPUT – Mr. Al Patel invited members of the Governing Body to attend a Diwali celebration on October 29th, 2022, at the Overman Student Center on the Pittsburg State University campus.

APPROVAL OF MINUTES – On motion of McNay, seconded by Hite, the Governing Body approved the October 11, 2022, City Commission Meeting minutes as presented. Motion carried.

CEREAL MALT BEVERAGE LICENSE – On motion of McNay, seconded by Hite, the Governing Body approved the application submitted by DG Retail, LLC, dba Dollar General Store #23865, located at 1026 East 4th Street, for a 2022 Cereal Malt Beverage License, and authorized the City Clerk to issue the license. Motion carried.

PURCHASE OF TRUCK – On motion of Munsell, seconded by Seglie, the Governing Body approved staff request to waive the City's formal bid policy and purchase a 2017 Ford F-250 Service Truck from Evans Motors of Pittsburg, Kansas, for use by the Wastewater Collections Division of the Public Utilities Department, utilizing funds from the Wastewater Collections 2022 operating budget in the amount of \$40,000.00, and authorized the issuance of the necessary purchase order. Motion carried.

APPROPRIATION ORDINANCE – On motion of McNay, seconded by Hite, the Governing Body approved the Appropriation Ordinance for the period ending October 25, 2022, subject to the release of HUD expenditures when funds are received. Motion carried with Brooks abstaining due to a conflict.

RESOLUTION NO. 1257 – On motion of Hite, seconded by McNay, the Governing Body approved Resolution No. 1257, calling and providing for the giving of notice of a public hearing on the advisability of creating a Community Improvement District (CID) in the City of Pittsburg, Kansas, and the proposed levy of a Community Improvement District Sales Tax within such district (Pittsburg Town Center CID), and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
October 25, 2022

RESOLUTION NO. 1258 – On motion of McNay, seconded by Munsell, the Governing Body approved Resolution No. 1258, declaring the Pittsburg Arts District and affirming the goal of the City Commission to support and encourage events that engage the community in creative experiences and promote economic and cultural activity, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

2022 AUDITING CONTRACT – On motion of Seglie, seconded by Munsell, the Governing Body approved staff request to engage the firm of Berberich Trahan & Company P.A. for the fiscal year 2022 City audit at a cost of \$41,000, and authorized the Mayor to sign the appropriate documents on behalf of the City. Motion carried.

DISPOSITION OF BIDS - 2022 SANITARY SEWER LINING PROJECT LINE 7B – On motion of Seglie, seconded by Hite, the Governing Body approved staff recommendation to award the bid for the 2022 Sanitary Sewer Lining Project to the low bidder, Tri-Star Utilities, Inc., of Independence, Kansas, based on their low total bid of \$889,416.00, and authorized the Mayor and City Clerk to execute the contract documents once prepared. Motion carried.

NON-AGENDA REPORTS & REQUESTS –

COMPENSATION STUDY PHASE TWO – On motion of Hite, seconded by Seglie, the Governing Body approved the implementation of Phase Two of the City's Compensation Study. Motion carried with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell and Seglie.

SALARY ORDINANCE – Commissioner McNay requested Commissioner Munsell and Mayor Brooks provide the reasons they voted "no" on the October 11th, 2022, adoption of the 2023 Salary Ordinance. Commissioner Munsell indicated that he does not agree with the section of the Ordinance that allows the City Manager to give employees raises during the year. Mayor Brooks stated that she wanted time to receive and study additional information from City staff.

EXECUTIVE SESSIONS – Commissioner McNay expressed concern regarding the Governing Body's growing practice and process for calling Executive Sessions. Discussion was held regarding Executive Sessions.

ADJOURNMENT: On motion of Seglie, seconded by Munsell, the Governing Body adjourned the meeting at 6:24 p.m. Motion carried.

Cheryl L. Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: November 2, 2022

SUBJECT: November 8, 2022 Agenda Item
Atkinson Industries, Inc. property tax exemption ordinance

On October 11, 2022, the Pittsburgh city commission received a presentation and held a public hearing for a proposed property tax exemption that would support an \$2 million expansion project at Atkinson Industries, Inc. Receiving no objections, we now present the attached ordinance, prepared by the city attorney, for the city commission's consideration.

Please place this item on the agenda for the city commission meeting scheduled for Tuesday, November 8, 2022. Action being requested is approval or denial of the Atkinson Industries, Inc. property tax exemption ordinance and, if approved, authorize the Mayor to sign the appropriate documents.

(Published in The Morning Sun on _____, 2022)

ORDINANCE NO. S-1090

AN ORDINANCE granting an ad valorem tax exemption to Atkinson Industries, Inc., pursuant to the City of Pittsburg's Policy and Procedures adopted November 10, 1987, as authorized by Section 13, Article 11, of the Constitution of the State of Kansas.

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

Section 1: In accordance with the City's Policy and Procedures adopted on November 10, 1987, the Governing Body finds that the City has received the tax exemption application fee of \$250.00, has published notice in the official city newspaper at least seven (7) days prior to this date, has held the hearing as stated in said notice, the costs and benefits analysis has been completed and reviewed, and has received a favorable recommendation from the Economic Development Revolving Loan Fund (Sales Tax) Advisory Committee relating to the request of Atkinson Industries, Inc., for an ad valorem tax exemption on the following improvements located at 1801 E. 27th Terrace, Crawford County, Kansas:

A part of Lot Six (6) in the Replat of Pittsburg Regional Industrial Park, Pittsburg, Crawford County, Kansas, more particularly described as follows:

Beginning at the Northwest corner of said lot 6, said point of beginning being on the East right of way line of the Missouri-Pacific Railroad, thence South 89°28'36", East 695.72 feet along the North line of said lot 6 to a point 500 feet West of the Northeast corner of said lot 6, said Northeast corner being on the centerline of North Rotary Terrace, thence South 0°01'42" West and parallel to the East line of said lot 6, 720.06 feet to the North right of way line of 27th Street Terrace, thence Southwesterly around a curve concave to the left with a radius of 1,230.37 feet and an intersection angle of 22°58'58" a distance of 493.53 feet to the point of tangent on the North right of way line of said 27th Street Terrace, thence South 64°09'43" West and along said North right of way line of 27th Street Terrace 259.86 feet, thence North 0°46'43" East 961.12 feet to the point of beginning.

REAL PROPERTY AND IMPROVEMENTS: See that part of the Atkinson Industries, Inc., tax exemption application marked and attached hereto as Attachment A which is incorporated herein by reference.

Section 2: For good and sufficient reasons, including the findings that it is in the best interests of the public welfare, that the property for which the exemption is granted will be used exclusively for the purposes specified in Section 13 of Article 11 of the Kansas Constitution, and that the recommendation of the Economic Development Revolving Loan Fund (Sales Tax) Advisory Committee should be accepted, Atkinson Industries, Inc., is hereby granted an ad valorem tax exemption starting with the 2023 tax year on said real estate, personal property and improvements for a period of up to seven (7) years subject to the following criteria and conditions:

a) Atkinson Industries, Inc., make a payment in lieu based upon the aforesaid real estate as the same existed and was valued for the most recent year prior to completing the aforesaid improvements (a copy of the assessment sheets for that year being attached hereto) in accordance with Section 9 of the City's said Policy and Procedures;

b) Atkinson Industries, Inc., submit the necessary information and a renewal application signed by a duly authorized representative of Atkinson Industries, Inc., prior to February 1st of each year for the City to annually review the tax exemption/incentive pursuant to the schedule set forth in Section 15 of said Policy and Procedures, a copy of which has been received by Atkinson Industries, Inc.; and

c) Atkinson Industries, Inc., pay the annual renewal fee of \$100.00 and continue to be in compliance with the conditions and provisions of said Policy and Procedures.

Section 3: Upon receipt of the exemption application to be filed with the County Appraiser, the City Clerk shall provide Atkinson Industries, Inc., with a published copy of this Ordinance for the applicant's use in filing its initial request for the tax exemption.

Section 4: This Ordinance shall take effect from and after its passage and its publication

in the official city newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF
PITTSBURG, KANSAS, THIS _____ DAY OF _____, 2022.

Cheryl Brooks - Mayor

ATTEST:

City Clerk - Tammy Nagel

(SEAL)

To: Daron Hall, City Manager

From: Jay Byers, Deputy City Manager

Date: October 19, 2022

Subject: Antenna Collocation Agreement with T-Mobile

T-Mobile and Sprint have formally merged, and our current antenna lease on the North Joplin water tower is under the Sprint name. The company has asked that it be renewed under the T-Mobile name. This lease agreement changes the business contact to T-Mobile and allows their employees to make modifications to their equipment. It makes no other changes to the lease agreement.

Please place this lease amendment on the Commission agenda for 11/8/22.

Jay Byers
Deputy City Manager

SECOND AMENDMENT TO ANTENNA COLLOCATION LEASE AGREEMENT

THIS SECOND AMENDMENT TO ANTENNA COLLOCATION LEASE AGREEMENT ("Amendment") is made and entered into by and between the City of Pittsburg, Kansas, a municipal corporation ("Lessor"), and T-Mobile Central LLC, a Delaware limited liability company ("Lessee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Lessor and Lessee (or as applicable, their respective predecessors in interest) entered into a Antenna Collocation Lease Agreement dated February 12, 2002 (including any prior amendments, the "Lease"), with respect to Premises located at 420 E 22nd Street, Pittsburg, Kansas 66762.

B. Lessor and Lessee desire to enter into this Second Amendment in order to modify and amend certain provisions of the Antenna Collocation Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Effective as of _____, 20__, Lessee will have the right to modify its Antenna Facilities as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein, and Lessor hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects.

2. Lessee's notice addresses in the Antenna Collocation Lease Agreement are deleted in their entirety and replaced with the following:

If to Lessee:

T-Mobile Central LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site #A5G0005A

3. The terms and conditions of the Antenna Collocation Lease Agreement are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the Antenna Collocation Lease Agreement. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter or amend the remaining terms of the Antenna Collocation Lease Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Antenna Collocation Lease Agreement and this Second Amendment, the terms and conditions of this Second Amendment will govern and control.

4. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Second

Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the date of execution by the last party to sign.

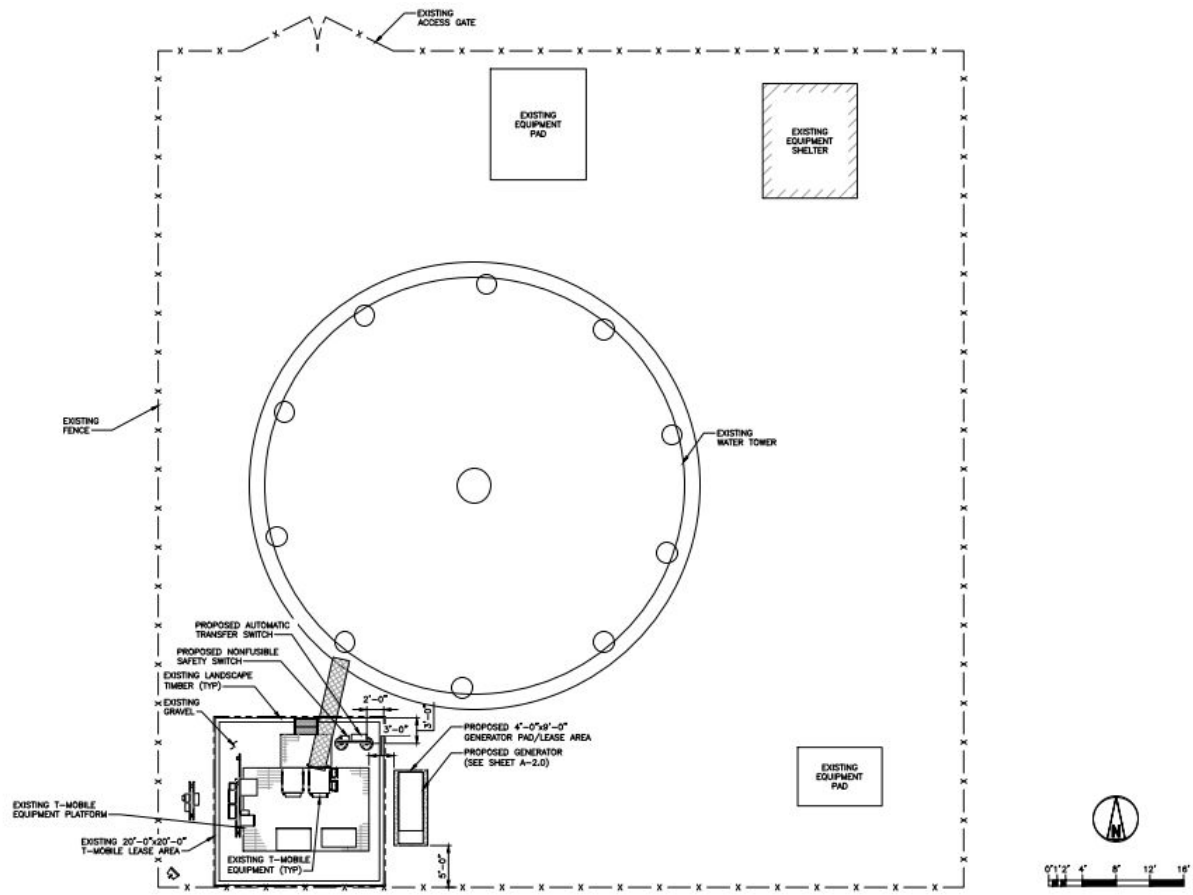
**City of Pittsburg, Kansas, a
municipal corporation**

**T-Mobile Central LLC,
a Delaware limited liability company**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A



Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: November 2, 2022

SUBJECT: Agenda Item – November 8th 2022
Brody Rink Application for Water Service

The City staff is requesting the Governing Body approve Brody Rink's application for water service outside the City of Pittsburg KS corporate limits for property located at 773 S 196th St.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 8th 2022? Action necessary will be approval or disapproval of staff recommendation of the application for water service outside the City.

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

Attachment: Application for Water Service
Map

APPLICATION FOR WATER SERVICE OUTSIDE THE CITY OF PITTSBURG, KS CORPORATE LIMITS

PROPERTY OWNER(S) Brody Rink DATE 10/4/22
TELEPHONE 620 875 1187 CURRENT ADDRESS 777 S 196th St

The undersigned owners hereby request water service to the following real estate:

Physical address: 773 S 196th St

Legal description of property:

S 23, T 30, R 24, Acres 4.5, Btg 300' N + 32' W SE Cor NW 1/4 -
SE 1/4, TH SW 1/4 425

As a prerequisite to the right to receive and to continue to receive water from the Pittsburg water system, the undersigned owners agree to the following:

1. To abide by and be subject to all ordinances, rules, and regulations pertaining to the delivery and use of water supplied by the City of Pittsburg.
2. To plat the above described real estate, or if in the opinion of the Governing Body said real estate cannot be properly platted until other adjacent areas are also platted, to execute an "Agreement to Plat", and to plat the above described real estate upon the written request of the Governing Body.
3. I hereby give consent to annexation of the above described real estate to the City of Pittsburg at the convenience of the Governing Body of the City of Pittsburg. This consent shall be binding upon the executors, administrators, grantees, heirs, trustees, successors, receivers, and assigns of the parties.
4. The agreements herein shall be deemed covenants running with the land and will be filed on record with the office of the Register of Deeds, Crawford County, Kansas.

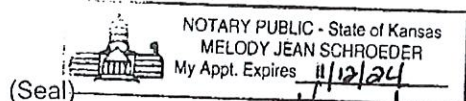
Property Owners

[Signature]

STATE OF KANSAS)
SS
CRAWFORD COUNTY)

BE IT REMEMBERED, that on this 5th day of October, A.D., 2022, before me, the undersigned, a Notary Public, in and for the County and State afore-said, came Bill B. Rink and N.A., who are personally known to me to be the same persons who executed the foregoing instrument and duly acknowledge the execution of the same.

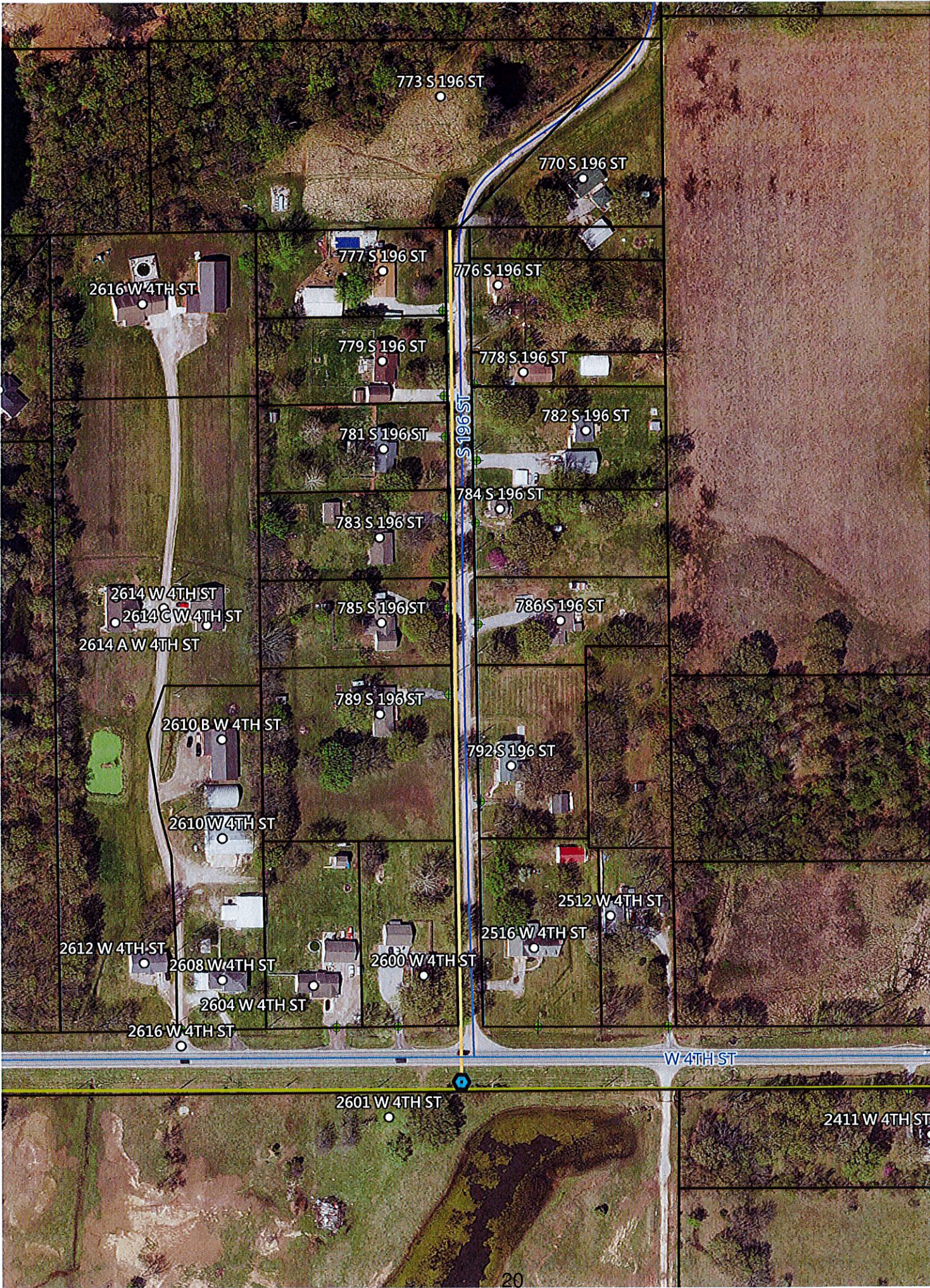
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal on the day and year last above written.



My commission expires: November 12, 2024

[Signature]
Notary Public

Recording fee paid and
County zoning permit received _____
(Date paid) (Amount)



773 S 196 ST

770 S 196 ST

2616 W 4TH ST

777 S 196 ST

776 S 196 ST

779 S 196 ST

778 S 196 ST

781 S 196 ST

782 S 196 ST

783 S 196 ST

784 S 196 ST

785 S 196 ST

786 S 196 ST

2614 W 4TH ST
2614 C W 4TH ST
2614 A W 4TH ST

789 S 196 ST

2610 B W 4TH ST

792 S 196 ST

2610 W 4TH ST

2512 W 4TH ST

2612 W 4TH ST

2608 W 4TH ST

2600 W 4TH ST

2516 W 4TH ST

2604 W 4TH ST

2616 W 4TH ST

W 4TH ST

2601 W 4TH ST

2411 W 4TH ST

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: November 2nd, 2022

SUBJECT: Agenda Item – November 8th, 2022
Change Order No. 1 – East Quincy Street Reconstruction Project

Attached your will find Change Order No. 1 for the above-reference project. This change order is necessary for the removal of 160 feet of existing fence at 929 E Quincy Street in order to construct new storm sewer and grading. Install 110 feet of temporary fence to be utilized as the storm sewer and new grade are being constructed, and then the installation of 160 feet of chain fence with double gate after construction is completed. Total amount added to the contract for this change order is \$2,546.25, increasing the overall contract amount to \$5,376,445.32.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 8th, 2022. Action necessary will be approval or disapproval of Change Order No. 1.

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

Attachment: TranSystems Change Order No. 1



Change Order

PROJECT:	CHANGE ORDER NO.: 001	Owner	X
19 KA-5593-01 Quincy Street	DATE: 10/12/2022	Engineer	X
		Contractor	X
	PROJECT NUMBER P125200008	Field	X
TO CONTRACTOR	CONTRACT DATE: 5/10/2022	Other	
Amino Bros. Co Inc.	CONTRACT FOR: Quincy Street		
P.O. Box 11277			
Kansas City, KS 66111			

THE CONTRACT IS CHANGED AS FOLLOWS:

This line item is being added to the contract for removal of 160' existing fence at 929 E. Quincy Street in order to construct new storm sewer and grading.

Installation of 110' temporary fence to be utilized as storm sewer and new grade are constructed, and installation of 160' chain link fence with double gate after construction is completed.

The cost includes prime contractor 5% markup as per specification.

Line	Description	Unit	Unit Price	Plan Qty.	Act. Qty.	Diff.	Cost Diff.
130	Extra Work	LSUM	\$ 2,546.25	0.0	1.0	1.0	\$ 2,546.25
Total of this Change Order							\$ 2,546.25

Original Contract Sum	\$ 5,373,899.07
Net Change by Previously authorized Change Orders	\$ -
Contract Sum Prior to this Change Order	\$ 5,373,899.07
Contract Sum will be Increased by this Change Order by	\$ 2,546.25
New Contract Sum Including this Change Order	\$ 5,376,445.32

Contract Time will be Increased by Zero (0) Days

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

TranSystems
ENGINEER (Firm Name)

115 S. 6th, Independence, KS
ADDRESS


BY (Signature)

Justin C. Lange
(Typed Name)

10/12/22
DATE

Amino Bros. Co Inc.
CONTRACTOR (Firm Name)

P.O. Box 11277, Kansas City, KS
ADDRESS


BY (Signature)

KEN ASHMORE
(Typed Name)

10/13/22
DATE

City of Pittsburg, KS
OWNER (Firm Name)

201 W. 4th, Pittsburg, KS
ADDRESS

BY (Signature)

(Typed Name)

DATE

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: November 2nd, 2022

SUBJECT: Agenda Item – November 8, 2022
Change Order No. 4
2022 Pittsburg CCLIP 019 U-2388-01 Project

Attached you will find Change Order No 4 for the above-reference project.

- Change Order No. 4 is a deduct of \$97,169.10 due to not concreting pads for the water valves and manholes, and a deduct of Hot Mix Asphalt material.

Total deduct amount to the contract for the change orders is \$97,169.10 making a new overall contract construction amount of \$1,140,992.27.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 8th, 2022? Action necessary will be approval or disapproval of Change Order No.'s 4.

Attachment: Change Order 4

CHANGE ORDER

Sheet No. 1 of 1

Change Order No. 4
 County: Crawford
 Route: Broadway (2nd-11th)

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

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

1. Description and Reason for Change (Attach Supplemental Sheets if Required)
 The following items were changed due to not doing the concrete pads for the valves and manholes :

Item 5. Water Valve Concrete Pads
 Item 6. Manhole Concrete Pads

Item 4. HMA Commercial Grade (Class A)(SR-12.5A)(PG 70-28) was actual tons used on the project.

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

(A) EST LINE NO	(B) CONTRACT ITEM NO.	(C) DESCRIPTION ITEM	(D) UNITS	(E) UNITS PREVIOUSLY PROVIDED FOR	(F) UNITS TO BE CONSTRUCTED	(G) UNITS OVERRUN, UNDERRUN, CONTINGENT	(H) CONTRACT OR AGREED UNIT PRICE	(I) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(J) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
4	4	HMA-Commercial Grade (Class A)(SR-12.5A)(PG 70-28)	Tons	3,900	3,482	(418)	\$79.55		\$ (33,429.10)
5	5	Water Valve Concrete Pads	Each	82	0	(82)	\$750.00		\$ (61,500.00)
6	6	Manhole Concrete Pads	Each	3	0	(3)	\$750.00		\$ (2,250.00)
								\$ -	\$ -

3. Cost Justification for Items not Bid in Contract: Not Applicable.

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

1. ORIGINAL CONTRACT AMOUNT	\$ 996,421.37	The Terms of Settlement outlined above are hereby agreed to, Heckert Construction Co., Inc. by: <i>[Signature]</i> October 14, 2022 Date
2. OVERRUN/(UNDERRUN) THIS ORDER	\$ (97,169.10)	
3. OVERRUN/(UNDERRUN) PREVIOUS	\$ 241,740.00	
4. TOTAL OVERRUN/(UNDERRUN) TO DATE	\$ 144,570.90	
5. TOTAL	\$ 1,140,992.27	
PERCENTAGE OF ORIGINAL CONTRACT	14.51%	

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

[Signature]
 SUBMITTED ENGINEER

10/14/22
 DATE

APPROVAL OF CITY OF PITTSBURG, KS

DATE



DEPARTMENT OF PUBLIC WORKS & UTILITIES

1506 North Walnut · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: November 2nd, 2022

SUBJECT: Agenda Item – November 8, 2022
Water Treatment Chemicals Bids

Due to market instability Staff is requesting the Governing Body approval to waive the bid policy to purchase chemicals for the Wastewater Treatment Plant, Water Treatment Plant, and Aquatic Center for the upcoming contract year and/or until the market conditions have stabilized.

Staff is requesting the bid policy be waived, and continue to work with current vendors and/or new vendors to ensure a constant supply of essential chemicals needed for the City's water requirements.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 8, 2022. Action necessary will be approval or disapproval of staff's request and, if approved, authorize staff to continue to work with vendors.

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

Attachment: List of Chemicals

Water Treatment Chemicals

NO.	BID DESCRIPTION
1	AQUATIC CENTER CHEMICALS
2	WWTP CHEMICALS – LIME (CALCIUM HYDRATE)
3	WWTP CHEMICALS – POLYMER
4	WTP CHEMICALS – ALUMINUM SULFATE
5	WTP CHEMICALS – LIME (CALCIUM OXIDE)
6	WTP CHEMICALS – LIQUID CARBON DIOXIDE
7	WTP CHEMICALS – LIQUID CHLORINE
8	WTP CHEMICALS – LIQUID POLYMERIC PHOSPHATE
9	WTP CHEMICALS – POLYMER

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE:10/19/2022 THRU 11/01/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	10/28/2022			192326		
C-CHECK	VOID CHECK	V	10/28/2022			192327		

* * 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:	2 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: * TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	2	0.00	0.00	0.00
BANK: * TOTALS:	2	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:10/19/2022 THRU 11/01/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0321	KP&F	D	10/28/2022			000000		45,544.91
0728	ICMA	D	10/28/2022			000000		1,241.57
1050	KPERS	D	10/28/2022			000000		44,275.97
3079	COMMERCE BANK	D	10/26/2022			000000		59,366.24
6415	GREAT WEST TANDEM KPERS 457	D	10/28/2022			000000		4,783.00
7290	DELTA DENTAL OF KANSAS INC	D	10/21/2022			000000		5,225.64
7290	DELTA DENTAL OF KANSAS INC	D	10/28/2022			000000		2,230.70
8051	AFLAC GROUP INSURANCE	D	10/24/2022			000000		1,334.79
8526	HEALTH PLANS, INC	D	10/21/2022			000000		16,033.54
8526	HEALTH PLANS, INC	D	10/28/2022			000000		47,624.47
0748	CONRAD FIRE EQUIPMENT	E	10/24/2022			016850		354.49
6528	GALE GROUP/CENGAGE	E	10/24/2022			016851		83.97
6740	ED M FELD EQUIPMENT COMPANY, I	E	10/24/2022			016852		813.00
7791	C4 HOLDINGS LLC	E	10/24/2022			016853		491.85
8202	PETROLEUM TRADERS CORPORATION	E	10/24/2022			016854		30,887.56
8560	SOUTHERN UNIFORM AND TACTICAL,	E	10/24/2022			016855		492.97
0046	ETTINGERS OFFICE SUPPLY	E	10/24/2022			016856		718.87
0105	PITTSBURG AUTOMOTIVE	E	10/24/2022			016857		1,588.41
0112	MARRONES INC	E	10/24/2022			016858		486.66
0133	JIM RADELL CONSTRUCTION COMPAN	E	10/24/2022			016859		22,124.40
0142	HECKERT CONSTRUCTION CO INC	E	10/24/2022			016860		32,586.57
0207	PEPSI-COLA BOTTLING CO OF PITT	E	10/24/2022			016861		60.50

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:10/19/2022 THRU 11/01/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0253	TAMARA N NAGEL	E	10/24/2022			016862		136.25
0276	JOE SMITH COMPANY, INC.	E	10/24/2022			016863		315.50
0317	KUNSHEK CHAT & COAL CO, INC.	E	10/24/2022			016864		961.47
0332	PITTCRAFT PRINTING INC	E	10/24/2022			016865		275.00
0534	TYLER TECHNOLOGIES INC	E	10/24/2022			016866		200.00
0577	KANSAS GAS SERVICE	E	10/24/2022			016867		3,383.39
0650	HOME CENTER CONSTRUCTION	E	10/24/2022			016868		1,485.00
0711	HAYNES EQUIPMENT CO INC	E	10/24/2022			016869		241.81
0746	CDL ELECTRIC COMPANY INC	E	10/24/2022			016870		3,694.20
0779	PITTSBURG COMMUNITY THEATRE	E	10/24/2022			016871		5,074.22
0823	TOUCHTON ELECTRIC INC	E	10/24/2022			016872		86.00
0866	AVFUEL CORPORATION	E	10/24/2022			016873		35,219.75
1478	KANSASLAND TIRE #1828	E	10/24/2022			016874		56.00
1657	CRAWFORD COUNTY HEALTH DEPT	E	10/24/2022			016875		50.00
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	10/24/2022			016876		439.84
2707	THE LAWNSCAPE COMPANY, INC.	E	10/24/2022			016877		1,410.00
2767	BRENNTAG SOUTHWEST, INC	E	10/24/2022			016878		3,548.20
2825	STATE OF KANSAS	E	10/24/2022			016879		477.15
3261	PITTSBURG AUTO GLASS	E	10/24/2022			016880		325.00
4307	HENRY KRAFT, INC.	E	10/24/2022			016881		678.36
5014	MID-AMERICA SANITATION INC.	E	10/24/2022			016882		160.00
5420	AQUIONICS INC	E	10/24/2022			016883		522.72

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:10/19/2022 THRU 11/01/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5640	WELLPATH LLC	E	10/24/2022			016884		18.00
5855	STERICYCLE, INC.	E	10/24/2022			016885		228.07
5855	STERICYCLE, INC.	E	10/24/2022			016886		471.68
5883	SPROULS CONSTRUCTION INC	E	10/24/2022			016887		28,392.07
6402	BEAN'S TOWING & AUTO BODY	E	10/24/2022			016888		2,293.55
6851	SCHULTE SUPPLY INC	E	10/24/2022			016889		628.04
6875	DARON HALL	E	10/24/2022			016890		160.00
7167	QUADIENT LEASING USA INC	E	10/24/2022			016891		345.93
7427	OLSSON INC	E	10/24/2022			016892		2,520.75
7806	CORE & MAIN LP	E	10/24/2022			016893		1,760.50
8046	CONVERGEONE, INC.	E	10/24/2022			016894		168.75
8188	ADOBE INC	E	10/24/2022			016895		363.38
8268	THE ABY MANUFACTURING GROUP I	E	10/24/2022			016896		761.70
8309	MISSISSIPPI LIME COMPANY	E	10/24/2022			016897		7,324.45
8605	WOODRIVER ENERGY LLC	E	10/24/2022			016898		1,774.15
8649	UPLINK, LLC	E	10/24/2022			016899		426.00
8676	FIFTH ASSET, INC.	E	10/24/2022			016900		9,750.00
8679	PETERSON MEDIA GROUP, INC	E	10/24/2022			016901		400.00
8680	POINT FORWARD INC.	E	10/24/2022			016902		50,000.00
7567	MERIDIAN OIL & EQUIPMENT LLC	E	10/31/2022			016903		879.36
7994	ASBELL TRUCKING INC	E	10/31/2022			016904		312.50
8232	BAYSINGERS POLICE SUPPLY INC	E	10/31/2022			016905		2,944.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8467	WASTE CORPORATION OF KANSAS, L	E	10/31/2022			016906		128.00
8560	SOUTHERN UNIFORM AND TACTICAL,	E	10/31/2022			016907		302.98
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	10/31/2022			016908		80.00
0046	ETTINGERS OFFICE SUPPLY	E	10/31/2022			016909		437.79
0054	JOPLIN SUPPLY COMPANY	E	10/31/2022			016910		1,492.36
0055	JOHN'S SPORT CENTER, INC.	E	10/31/2022			016911		717.91
0087	FORMS ONE, LLC	E	10/31/2022			016912		1,071.46
0105	PITTSBURG AUTOMOTIVE	E	10/31/2022			016913		359.18
0142	HECKERT CONSTRUCTION CO INC	E	10/31/2022			016914		78,293.79
0276	JOE SMITH COMPANY, INC.	E	10/31/2022			016915		118.35
0292	UNIFIRST CORPORATION	E	10/31/2022			016916		76.74
0294	COPY PRODUCTS, INC.	E	10/31/2022			016917		1,303.36
0455	LARRY BARRETT BODY * FRAME * T	E	10/31/2022			016918		1,306.24
0650	HOME CENTER CONSTRUCTION	E	10/31/2022			016919		14,445.50
1792	B&L WATERWORKS SUPPLY, LLC	E	10/31/2022			016920		2,505.21
2678	MID AMERICA ROOFING,	E	10/31/2022			016921		381.50
4307	HENRY KRAFT, INC.	E	10/31/2022			016922		154.58
5420	AQUIONICS INC	E	10/31/2022			016923		2,023.89
6298	L. KEVAN SCHUPBACH	E	10/31/2022			016924		2,838.64
6464	PRO X PROPERTY SOLUTIONS, LLC	E	10/31/2022			016925		622.50
6595	AMAZON.COM, INC	E	10/31/2022			016926		25,198.49
6936	HAWKINS INC	E	10/31/2022			016927		911.46

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:10/19/2022 THRU 11/01/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7038	SIGNET COFFEE ROASTERS	E	10/31/2022			016928		92.50
7151	QUADIENT FINANCE USA INC	E	10/31/2022			016929		2,300.00
7448	CARUS CORPORATION	E	10/31/2022			016930		5,166.48
7930	SANDERSON PIPE CORPORATION	E	10/31/2022			016931		1,633.80
8046	CONVERGEONE, INC.	E	10/31/2022			016932		225.00
8325	FLEET FUELS LLC	E	10/31/2022			016933		231.00
8490	FOLEY INDUSTRIES, INC.	E	10/31/2022			016934		5,991.33
8493	MARTIN METAL STUDS AND CEILING	E	10/31/2022			016935		3,520.68
8649	UPLINK, LLC	E	10/31/2022			016936		4,175.36
8682	INFRASTRUCTURE TECHNOLOGIES LL	E	10/31/2022			016937		13,750.00
8211	UMB BANK N.A.	E	10/31/2022			016938		42,672.53
8539	ARROWHEAD TRUCK EQUIPMENT, INC	R	10/21/2022			192284		11,500.00
7856	BARDAVON HEALTH INNOVATIONS, L	R	10/21/2022			192285		250.00
8574	CLARK EQUIPMENT COMPANY	R	10/21/2022			192286		73,525.40
8278	GERSON BOCANEGRA	R	10/21/2022			192287		25.00
1	BROOKS, CHERYL	R	10/21/2022			192288		155.23
6545	CENTER POINT INC	R	10/21/2022			192289		329.81
7279	CLAYTON HOLDINGS, LLC	R	10/21/2022			192290		24,016.53
8524	COUNTRY OUTLET, LLC	R	10/21/2022			192291		20.00
8406	SHAWN DODSON	R	10/21/2022			192292		2,000.00
7116	EMC INSURANCE COMPANIES	R	10/21/2022			192293		253.00
1108	EVERGY KANSAS CENTRAL INC	R	10/21/2022			192294		2,956.41

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:10/19/2022 THRU 11/01/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3305	FBI - LEEDA	R	10/21/2022			192295		695.00
1	GRAHAM, TROY LEE	R	10/21/2022			192296		286.74
1	HITE, STU	R	10/21/2022			192297		136.25
8677	ANDREW JOHNSTON	R	10/21/2022			192298		1,003.75
1	KARHOFF CONSTRUCTION	R	10/21/2022			192299		1,710.00
1370	KDHE	R	10/21/2022			192300		1,970.00
8636	M L & S INC	R	10/21/2022			192301		236.66
8507	PITTSBURG PUBLISHING COMPANY,	R	10/21/2022			192302		60.00
1712	CHUCK MUNSELL	R	10/21/2022			192303		167.08
1991	OFFICE OF STATE FIRE MARSHAL	R	10/21/2022			192304		30.00
5296	RFB CONSTRUCTION INC	R	10/21/2022			192305		23,806.06
8534	ALL AMERICAN SPORTS CORP	R	10/21/2022			192306		231.30
1	SEGLIE, RON	R	10/21/2022			192307		136.25
3069	VIA CHRISTI PROFESSIONAL SERVI	R	10/21/2022			192308		357.00
1	WHITE ELEPHANT EMPORIUM	R	10/21/2022			192309		11,000.00
1	CANALES, MARIA	R	10/25/2022			192310		250.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	10/28/2022			192312		338.67
2876	CRAIG FARNSWORTH	R	10/28/2022			192313		447.00
0516	AMERICAN CONCRETE CO INC	R	10/28/2022			192314		5,550.81
8658	AMINO BROTHERS CO., INC	R	10/28/2022			192315		343,866.28
5561	AT&T MOBILITY	R	10/28/2022			192316		136.20
8278	GERSON BOCANEGRA	R	10/28/2022			192317		50.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:10/19/2022 THRU 11/01/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7422	CITY OF GIRARD	R	10/28/2022			192318		150.00
4263	COX COMMUNICATIONS KANSAS LLC	R	10/28/2022			192319		31.62
4263	COX COMMUNICATIONS KANSAS LLC	R	10/28/2022			192320		96.55
8659	CRANWORKS INC.	R	10/28/2022			192321		970.46
1	ENGLAND, STEPHANIE	R	10/28/2022			192322		20.00
1	ENGLAND, STEPHANIE	R	10/28/2022			192323		20.00
8684	EVANS MOTORS INC	R	10/28/2022			192324		39,500.00
1108	EVERGY KANSAS CENTRAL INC	R	10/28/2022			192325		90,540.46
0380	KANSAS DEPARTMENT OF REVENUE	R	10/28/2022			192328		25.00
7414	KANSAS GAS SERVICE (ESG)	R	10/28/2022			192329		110.00
2877	KDHE - BUREAU OF WATER	R	10/28/2022			192330		555.00
8377	LONGAN CONSTRUCTION COMPANY	R	10/28/2022			192331		1,195.00
7945	LUCKY-BUT LAWN CARE, LLC	R	10/28/2022			192332		109.50
7697	MARTIN MEDINA	R	10/28/2022			192333		750.00
8505	PITTSBURG PUBLISHING COMPANY,	R	10/28/2022			192334		125.10
1991	OFFICE OF STATE FIRE MARSHAL	R	10/28/2022			192335		120.00
0397	PITTSBURG POLICE DEPT	R	10/28/2022			192336		250.00
1	TIMBERLAKE, JAYVION COSTELLO	R	10/28/2022			192337		726.00
5589	CELLCO PARTNERSHIP	R	10/28/2022			192338		113.03

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE:10/19/2022 THRU 11/01/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO			INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
REGULAR CHECKS:	52			642,904.15		0.00		642,904.15
HAND CHECKS:	0			0.00		0.00		0.00
DRAFTS:	10			227,660.83		0.00		227,660.83
EFT:	89			475,880.60		0.00		475,880.60
NON CHECKS:	0			0.00		0.00		0.00
VOID CHECKS:	0	VOID DEBITS	0.00					
		VOID CREDITS	0.00	0.00		0.00		

TOTAL ERRORS: 0

	NO			INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 99 BANK: 80144TOTALS:	151			1,346,445.58		0.00		1,346,445.58
BANK: 80144 TOTALS:	151			1,346,445.58		0.00		1,346,445.58

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4636	EVERGY KANSAS CENTRAL INC. (HA	R	11/01/2022			192347		183.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	183.00	0.00	183.00
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:	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:	1	183.00	0.00	183.00
BANK: EHV TOTALS:	1	183.00	0.00	183.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6152	MARTHA R CAMPBELL	R	11/01/2022			192339		600.00
4636	EVERGY KANSAS CENTRAL INC. (HA	R	11/01/2022			192340		1,911.00
7616	STEVE KUPLEN	R	11/01/2022			192341		606.00
8177	MISSISSIPPI REGIONAL HOUSING A	R	11/01/2022			192342		594.38
8427	RENT-MOORE LLC	R	11/01/2022			192343		725.00
1800	DAN R. RODABAUGH	R	11/01/2022			192344		327.00
6451	NAZAR SAMAN	R	11/01/2022			192345		1,133.00
0472	LARRY SPRESSER	R	11/01/2022			192346		774.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8	6,670.38	0.00	6,670.38
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:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	
TOTAL ERRORS:	0			

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: HAP TOTALS:	8	6,670.38	0.00	6,670.38
BANK: HAP TOTALS:	8	6,670.38	0.00	6,670.38
REPORT TOTALS:	160	1,353,298.96	0.00	1,353,298.96

Passed and approved this 8th day of November, 2022.

Cheryl L. Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk

MT. OLIVE CEMETERY SERVICES AGREEMENT

This MT. OLIVE CEMETERY SERVICES AGREEMENT (this “Agreement”) is made as of [_____, 2022, by and between the City of Pittsburg, Kansas (“City”) and Notch8.llc.

RECITALS:

WHEREAS, City wishes to hire Notch8.llc to provide maintenance and repair services at the Mt. Olive Cemetery (“Cemetery”) in a manner satisfactory to both parties;

WHEREAS, City will allow Notch8.llc to use all of City’s assets, vehicles, tools and equipment currently used in the maintenance and repair of the Cemetery, See Exhibit B for a partial list of tools and equipment currently used by the City to maintain and repair the Cemetery;

WHEREAS, each party understands that the Services provided hereunder will be done in such a manner as to improve the overall condition of the Cemetery for the benefit of the City and its citizens.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 CERTAIN DEFINITIONS

As used in this Agreement the following terms have the respective meanings set forth below.

“Agreement” has the meaning set forth in the introductory paragraph of this Agreement.

“Dispute” has the meaning set forth in Section 0 of this Agreement.

“Invoice Period” has the meaning set forth in Section 3.2 of this Agreement.

“Notice” has the meaning set forth in Section 0 of this Agreement.

“Services” has the meaning set forth in Section 2.1 of this Agreement.

“Personnel” means the Team Members, agents and contractors of a respective party to this Agreement.

“Material” means rock and fill dirt.

ARTICLE 2 SERVICES TO BE PROVIDED

2.1 Services. The parties hereto agree that, upon the terms and subject to the conditions set forth in this Agreement, Notch8.llc shall provide to City the services described on Exhibit A (the “Services”) solely in connection with the maintenance and repair of the Cemetery.

2.2 Term. The Services shall be provided for a 5-year term starting on the Agreement Date, subject to earlier termination pursuant to Section 5.1. At the end of the initial 5-year term this Agreement may be extended at the mutual consent of the Parties.

2.3 Cooperation and Project Managers. City shall cooperate fully and provide such assistance as is reasonably required for Notch8.llc to provide the Services in the manner required by this Agreement. This cooperation will include the appointment by each party hereto of one or more persons to serve as such party’s representative(s) to deal with issues arising out of the performance of this Agreement and facilitate the orderly provision of the Services. The initial representatives shall be as follows:

City’s representative:

Toby Book
Phone: 620.230.5585
Email: toby.book@pittks.org

Notch8.llc’ representative:

Kevin Anselmi
Phone: 620.704.1080
Email: kanselmi@watco.com

Either party may change its designated representative(s) or the contact information for such designated representative(s) by giving Notice to the other party.

2.4 Subcontractors. Notch8.llc may delegate or sub-contract their duties under this Agreement; provided, however, that such delegation or subcontracting shall not relieve Notch8.llc of any of their obligations under the Agreement.

2.5 Personnel. All labor matters relating to Personnel of any party or its Affiliates (including, without limitation, Personnel involved in the provision of the Services) shall be within the exclusive control of such party, and the other party shall not have any responsibility with respect to such matters. All Personnel and representatives of Notch8.llc providing Services hereunder shall not be deemed to be Personnel or representatives of City, and Notch8.llc shall be responsible for all compensation and any withholding and payment of Taxes for such Personnel and representatives.

2.6 Control of Operations. Notwithstanding anything herein to the contrary, as between Notch8.llc and the City, Notch8.llc shall have exclusive control of the planning and execution of the Services at all times.

2.7 Services Subject to Legal Requirements. Nothing herein shall be construed to require any Personnel to provide any Service in violation of any law, rule or regulation to which such Personnel is subject, nor to require any Personnel to violate or breach any contract or agreement to which such Personnel is subject.

ARTICLE 3 COMPENSATION AND PAYMENT TERMS

3.1 Compensation for Services. In consideration of the provision of the Services pursuant to this Agreement, Notch8.llc shall be entitled to be compensated as set forth on Exhibit A.

3.2 Payment. On or before the tenth (10th) day of each calendar month, Notch8.llc shall deliver to the City an invoice reflecting the amount due under this Agreement for the Services provided by Notch8.llc in the previous month. Attached to each invoice shall be an itemization of the Services supplied during the previous month (or, with respect to the initial and last months, any portion thereof) (the “Invoice Period”) and an explanation, in reasonable detail, of the amount due in respect of each Service. Subject to Section 9.4, City shall make payment of the amount due to Notch8.llc on any invoice within twenty (20) days after City’s receipt of the invoice. Each invoice shall be subject to audit by City, at City’s sole cost and expense, within sixty (60) days following City’s receipt of such invoice.

3.3 No Right of Offset. Neither party shall have a right to offset, deduct or withhold any monies from any amounts due under this Agreement based on any amounts owed or claimed to be owed by the other party.

ARTICLE 4 STANDARD OF SERVICE

4.1 Standard of Service. The Parties agree to work together to establish reasonable Standard of Service that will achieve the improvements desired to the Cemetery over time.

4.2 City Assistance. City acknowledges that certain Services to be provided by Notch8.llc are dependent upon assistance to be provided by City. The parties acknowledge that certain Services may be dependent upon, or may be optimized with, the use of material provided by the City and the City agrees to provide that material in a commercially reasonable manner.

ARTICLE 5 TERMINATION

5.1 Termination. This Agreement may be terminated in whole or in part as follows:

(a) Either party may terminate this Agreement at the end of the initial 5-year term.

(b) Either party may terminate this Agreement prior to the end of the initial 5-year term in one or more of the following circumstances:

(1) if Notch8.llc and City agree in writing; or

(2) if one party shall commit a material breach of one or more of its obligations under this Agreement, and the other party has provided notice of such material breach and the breach is not cured or remedied within thirty (30) days following the date of giving notice.

5.2 Effect of Termination. Upon termination of this Agreement, all rights and obligations of each party hereunder shall cease as of the date of the termination except for the parties' rights and obligations under ARTICLE 3 and ARTICLE 6, which shall survive termination of this Agreement. Notwithstanding the foregoing, the termination of this Agreement pursuant to any of the provisions hereof shall be without prejudice to any rights, or diminution of any obligation or liability of either party, that may have accrued prior to the effective date of such termination.

ARTICLE 6 WARRANTY, LIABILITY AND INDEMNITY

6.1 Disclaimer of Warranties. Except as expressly herein provided (including the standard of service contained in Section 4.1), the services are provided "as is," "where is" and "with all faults as to all matters" and Notch8.llc and their affiliates expressly disclaim and negate any representation or warranty, express, implied, at common law, by statute or otherwise relating to (a) the services (including, without limitation, any implied or express warranty of merchantability, of fitness for a particular purpose or of conformity to models or samples of materials).

6.2 Indemnity; Release. To the fullest extent permitted by law, Notch8.llc shall indemnify, defend and hold harmless the City and the City's representatives, officers, directors, employees and agents (collectively, "City Indemnitees") from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs, attorneys' fees and costs of any nature, kind or description directly or indirectly arising out of, resulting from or related to (in whole or in part) this agreement, to the extent caused by the negligence or willful misconduct of Notch8.llc and its Personnel.

6.3 Indemnity; Release. To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless Notch8.llc and Notch8.llc's representatives, officers, directors, Team Members and agents (collectively, "Notch8.llc Indemnitees") from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs, attorneys' fees and costs of any nature, kind or description directly or indirectly arising out of, resulting from or related to (in whole or in part) this Agreement, to the extent caused by the negligence or willful misconduct of the City and its Personnel.

ARTICLE 7 INSURANCE

Each party shall, throughout the term of this Agreement, carry insurance with commercially reasonable coverage levels with a reputable insurance company or companies covering property

damage and general liability (including contractual liability) to protect their own business and property interests.

ARTICLE 8 FORCE MAJEURE

If Notch8.llc are rendered unable, wholly or in part, by force majeure to carry out their obligations under this Agreement, Notch8.llc shall give City prompt written notice of the force majeure with reasonably full particulars, including, without limitation, Notch8.llc's best estimate of the duration of such force majeure; thereupon, the obligations of Notch8.llc giving notice, insofar as they are affected by force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. Notch8.llc will use commercially reasonable efforts to remove the force majeure situation; provided, however, that Notch8.llc shall not be required to hire additional personnel or contract workers, or to settle strikes, lockouts, or other labor difficulty, contrary to their wishes; and the handling of such difficulties shall be entirely within the reasonable discretion of Notch8.llc. The term "force majeure" as used herein shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, insurrection, public riot, epidemic, landslide, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of Notch8.llc.

ARTICLE 9 MISCELLANEOUS

9.1 No Agency. Notch8.llc shall provide the Services as an independent contractor, and nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties or constitute or be deemed to constitute either party or Personnel of the other for any purpose whatsoever, and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

9.2 Confidentiality. Subject to applicable laws, rules and regulations, each of City and Notch8.llc (including their respective Team Members, agents, representatives and Affiliates) shall maintain in confidence all proprietary and confidential business information of the other party to which it might become privy as a result of the transactions contemplated herein. No restrictions are placed upon a party hereto with respect to the use or disclosure of any such information that: (i) is or becomes through no fault of the receiving party within the public domain; (ii) was legally acquired by the receiving party from an unaffiliated third party who had a right to convey the same without obligation of secrecy; or (iii) is required to be disclosed by binding court order or other requirements of laws.

9.3 Assets, Books and Records. Promptly following the earlier of the termination or expiration of this Agreement, Notch8.llc shall, and shall cause their representatives and Affiliates to, deliver to City all remaining assets, books, records and data related to the Cemetery.

9.4 Dispute. Either party may at any time deliver a notice to the other party pursuant to Section 0 hereof setting forth any dispute, controversy or claim arising out of or in connection with, or relating to, this Agreement or any breach or alleged breach hereof (“Dispute”). Following receipt of such notice, the parties shall negotiate in good faith to resolve such Dispute within a period of fifteen (15) days (or such longer period of time as the parties may agree in writing).

9.5 Notices. All notices, requests, demands, and other communications required or permitted to be given or made hereunder by any party (each a “Notice”) shall be in writing and shall be deemed to have been duly given or made if (i) delivered personally, (ii) transmitted by first class registered or certified mail, postage prepaid, return receipt requested, (iii) delivered by prepaid overnight courier service, (iv) delivered by confirmed facsimile transmission or (v) delivered by Email to the Parties at the following addresses (or at such other addresses as shall be specified by the Parties by similar notice):

If to Notch8.llc:

Attn: Kevin Anselmi
315 West Third Street
Pittsburg, Kansas 66762
Email Address:

City of Pittsburg, Kansas

Attn: City Clerk
201 West Fourth Street
Pittsburg, Kansas 66762

Notices shall be effective (i) if delivered personally or sent by courier service, upon actual receipt by the intended recipient, (ii) if mailed, upon the earlier of five days after deposit in the mail or the date of delivery as shown by the return receipt therefor, or (iii) if sent by facsimile or e-mail transmission, upon the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.

9.5 Severability. Should any provision of this Agreement for any reason be declared invalid or unenforceable, such decision shall not affect the validity or enforceability of any of the other provisions of this Agreement, which remaining provisions shall remain in full force and effect and the application of such invalid or unenforceable provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and enforced to the fullest extent permitted by law.

9.6 Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations

hereunder shall be assigned, directly or indirectly, including, without limitation, by operation of law, by any party hereto without the prior written consent of the other parties hereto; provided, however, that Notch8.llc may subcontract the performance of any Service to a third party to the extent provided herein.

9.7 No Third-Party Beneficiaries. This Agreement is solely for the benefit of Notch8.llc and their successors and permitted assigns, with respect to the obligations of City under this Agreement, and for the benefit of City and its successors and permitted assigns, with respect to the obligations of Notch8.llc under this Agreement, and this Agreement shall not be deemed to confer upon or give to any other third party any remedy, claim liability, reimbursement, cause of action or other right.

9.8 Interpretation. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

9.9 Entire Agreement. This Agreement and the exhibits and other writings referred to herein or delivered pursuant hereto that form a part hereof constitute the entire agreement among the parties with respect to their subject matter and supersede all other prior agreements and understandings, both written and oral, between the parties or any of them with respect to their subject matter.

9.10 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Kansas, without regard to its conflict of laws rules or principles.

9.11 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

CITY:

CITY OF PITTSBURG

By: _____
Name: Cheryl Brooks
Title: Mayor

ATTEST:

City Clerk – Tammy Nagel

(SEAL)

NOTCH8.LLC:

By: _____
Name: _____
Title: _____

EXHIBIT A

Service Fees and Schedules

Services	Services Item Description	Billing	Rate	Escalation
Maintenance & Repair of Cemetery	Mowing, Weeding, Cleaning Cemetery Assets, Repairing & Re-setting Headstones (<i>material, supplies and weed killer to be provided by City</i>)	Monthly	\$ 17,500	5% Annually
Other Duties as Assigned	City Approved Services, including but not limited to Tree Trimming & Overtime	Man Hour	\$ 75	5% Annually

EXHIBIT B

List of Tools and Equipment

Asset Name	Year	Model	Description
327-005 Toro	1998	3100 Truckster	90-08 90-8
327-006 Grasshopper Mower	2016	729T6	(blank)
327-007 Ranger	2005	Ranger	Was 73-35, 341-095
327-009 Grasshopper	2018	729T6	(blank)

Shop Tools

Fuel Tank
Office Desk/Computer/Phone
Tools Sets/Sockets/Wrenches
Small Trailer with Metal Folding Chairs
Weed Eaters 5
Arc Welder
Acetylene torch/accessories
Push Mower
Trash Pump and Suction Hose
Pressure Washer
Stand Grinder
Vice
Microwave
Small Refrigerator
First Aid Supplies
20" Fiberglass Step Ladder
Vertical Air Compressor
Air Guns
Spray Rig
Leaf Blower
Extension Ladder
Lifting Straps
Hand Tools - Shovel, Sledgehammer, Broom



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: November 2, 2022

SUBJECT: November 8, 2022 Agenda Item
Finishing Touch (Jefferson Street location) project

The Finishing Touch, a family owned and operated Pittsburg business for 40 years, has grown to become one of the country's premiere wholesale picture framers. This is due, in part, to the company's close relationship with Miller's Professional Imaging, which The Finishing Touch serves through its 808 East Jefferson location.

This growth has prompted a need for infrastructure improvements to the 808 East Jefferson facility, which will provide The Finishing Touch with added employment and freight delivery capacity. The improvement project represents a \$250,000 investment by The Finishing Touch, and is expected to add ten new permanent positions. The company's current workforce stands at 35 permanent and 25 seasonal positions.

A considerable portion of the project is the placement of two 42-inch drainage pipes to accommodate stormwater drainage as required by the City. These two pipes represent a cost of approximately \$100,000, which will be the responsibility of The Finishing Touch.

The company recently applied for an economic development incentive package to assist with this project. The Economic Development Advisory Committee (EDAC) considered this request at its October 5, 2022, meeting and voted to allocate \$25,000 in non-repayable funds (predicated on an expected \$250,000 investment by The Finishing Touch) towards the project with the City's funds to be used exclusively for infrastructure improvements.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 8, 2022. Action being requested is approval or denial of the EDAC

recommendation to provide \$25,000 to assist with infrastructure improvements associated with The Finishing Touch's improvement project at its 808 East Jefferson location.

11. Number of years to retire loan: 10
12. List previous loans and credit references:
GN Bank (Pittsburg)

II. USE OF LOAN PROCEEDS

- | | | |
|----------------------------------------------------|----|----------|
| 1. Amount requested for purchase of land: | \$ | _____ |
| 2. Amount requested for land improvements (bldgs): | \$ | _____ |
| 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? _____
3. Is the applicant presently located in the City of Pittsburg? YES
4. What type and size of building will be constructed?
Parking lot
5. Name and address of contractor and/or architect:
Groundbreakers Construction
6. What type of equipment will be financed? NONE

(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?

GN Bank is providing loan

V. PROPOSED LOCATION

1. Location of the proposed facility: 808 E. Jefferson

2. If the facility is a proposed expansion or replacement of another plant, state size and location of current operations:

3. What percentage of the facility will be occupied by the applicant? 100%

4. Is the prospective location properly zoned? YES

6. If unusual demands for water or sewer services or police or fire protection will be made, specify the demands:

VI. OWNERSHIP AND MANAGEMENT

1. Describe the organizational structure of applicant (proprietorship, partnership, subsidiary, corporation, etc.):

S corporation (Kansas)

Note relationship to a parent company: _____

2. What portion of the project is being financed from other company funds (in addition to this loan)?

\$ _____

Please explain The Finishing Touch has ~~ex~~ budgeted to pay at least 10% of the costs.

3. Describe all threatened or outstanding litigation

NONE

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? _____

2. What percentage of sales will be sold locally? _____

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: _____

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

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.

Ruthellen Simpson
Signature

9-21-22
Date

Sec/Treas
Title



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: November 2, 2022

SUBJECT: November 8, 2022 Agenda Item
Dexter and Jennifer Neisler mortgage release

On November 13, 2018, the city commission approved a \$25,000 forgivable loan to Dexter and Jennifer Neisler to support a downtown renovation project at 915 North Broadway. This was predicated on an anticipated project investment of \$250,000.

As the Nieslers received the funds at the beginning of the project, the City took a second position on the property until the project was complete and the Neislers could provide verification they had reached the investment threshold of \$250,000. The Neislers have now provided verification that the project's costs easily exceeded \$250,000, which satisfies the City's requirements to have the loan forgiven and the second mortgage released.

The Economic Development Advisory Committee (EDAC) considered this at its November 2, 2022, meeting and recommended approval of the attached mortgage release, which will remove the City's second position on the property.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 8, 2022. Action being requested is approval or denial of the EDAC recommendation to approve the provided mortgage release document.

MORTGAGE RELEASE

MORTGAGOR: Dexter Neisler and Jennifer Neisler, husband and wife

DATED: November 21, 2018

AMOUNT: \$25,000.00

MORTGAGEE: The City of Pittsburg, Kansas, a municipal corporation

RECORDED IN BOOK 635 PAGE 496 on December 3, 2018

**MORTGAGE RECORDED IN COUNTY OF CRAWFORD, STATE OF KANSAS, ON
PROPERTY DESCRIBED AS FOLLOWS:**

**Lot Number Three (3) and Four (4) in Block Number Seven (7) in the Pittsburg Town
Company's "Third Addition to the Town of Pittsburg", Crawford County, Kansas,
according to the recorded Plat thereof.**

I HEREBY CERTIFY THAT THE DEBT SECURED BY THE ABOVE-DESCRIBED
MORTGAGE IS FULLY PAID OFF, SATISFIED AND THE MORTGAGE DISCHARGED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND ON THIS
_____ DAY OF _____, 20____ A.D.

The City of Pittsburg, Kansas

Cheryl Brooks, Mayor

STATE OF KANSAS
COUNTY OF CRAWFORD

BE IT REMEMBERED, That on this _____ day of _____, 20____
before me, the undersigned, a Notary Public in and for said County and State came Cheryl
Brooks, Mayor, The City of Pittsburg, Kansas, a municipal corporation, who is personally
known to me to be the same person who executed the within instrument of writing and duly
acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Official
Seal the day and year last above written.

Notary Public

Term Expires:

Interoffice Memorandum

To: Daron Hall, City Manager
CC: Tammy Nagel, City Clerk; Dexter Neisler, Zoning Administrator
From: DeAnna Goering, Secretary, Planning Commission/Board of Zoning Appeals
Date: November 3, 2022
Subject: Agenda Item – November 8, 2022
Zoning Change – CDL – 211 W 11th

The Planning Commission/Board of Zoning Appeals, in its meeting of October 24, 2022, considered a request submitted by CDL to amend the Zoning Ordinance, changing certain areas from R-1C: Single-Family Residential to IP-3: Planned Heavy Industrial

This property is described as:

Lots Numbered Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) ALL in Block Number Three (3) in the Pittsburg Town Company's Third Addition to the Town of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof AND that part of vacated alley adjacent to said lots.

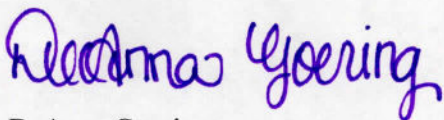
Staff Recommendation: Approve. After review of this request, the Planning Commission/Board of Zoning Appeals voted 4-1-0 to recommend approval of the zoning change.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for November 8, 2022.

Requested Action: For the Governing Body to approve or disapprove the zoning change submitted by CDL, and if approved, direct staff to prepare the appropriate Ordinance.

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

Sincerely,



DeAnna Goering
Secretary, Planning Commission/Board of Zoning Appeals



Interoffice Memorandum

To: Daron Hall, City Manager
CC: Tammy Nagel, City Clerk; Dexter Neisler, Zoning Administrator
From: DeAnna Goering, Secretary, Planning Commission/Board of Zoning Appeals
Date: November 3, 2022
Subject: Agenda Item – November 8, 2022
Conditional Use Permit – 1231 E 11th

The Planning Commission/Board of Zoning Appeals, in its meeting of October 24, 2022, considered a request submitted by Pamela Hudson for a conditional use at 1231 E 11th to allow chickens. After reviewing all evidence presented, the Planning Commission/Board of Zoning Appeals voted 4-1-0 to recommend to the Governing Body **approval** of the request based on the following criteria:

- There a maximum of six (6) chickens.
- There is fencing over the top of the chicken coop and yard.
- The chickens are to remain enclosed unless accompanied by the property owner.
- There are no reported issues to animal control.

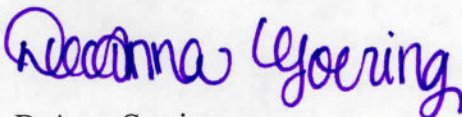
Staff Recommendation: Approve. This zoning change does not change or affect the character of the neighborhood.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for November 8, 2022.

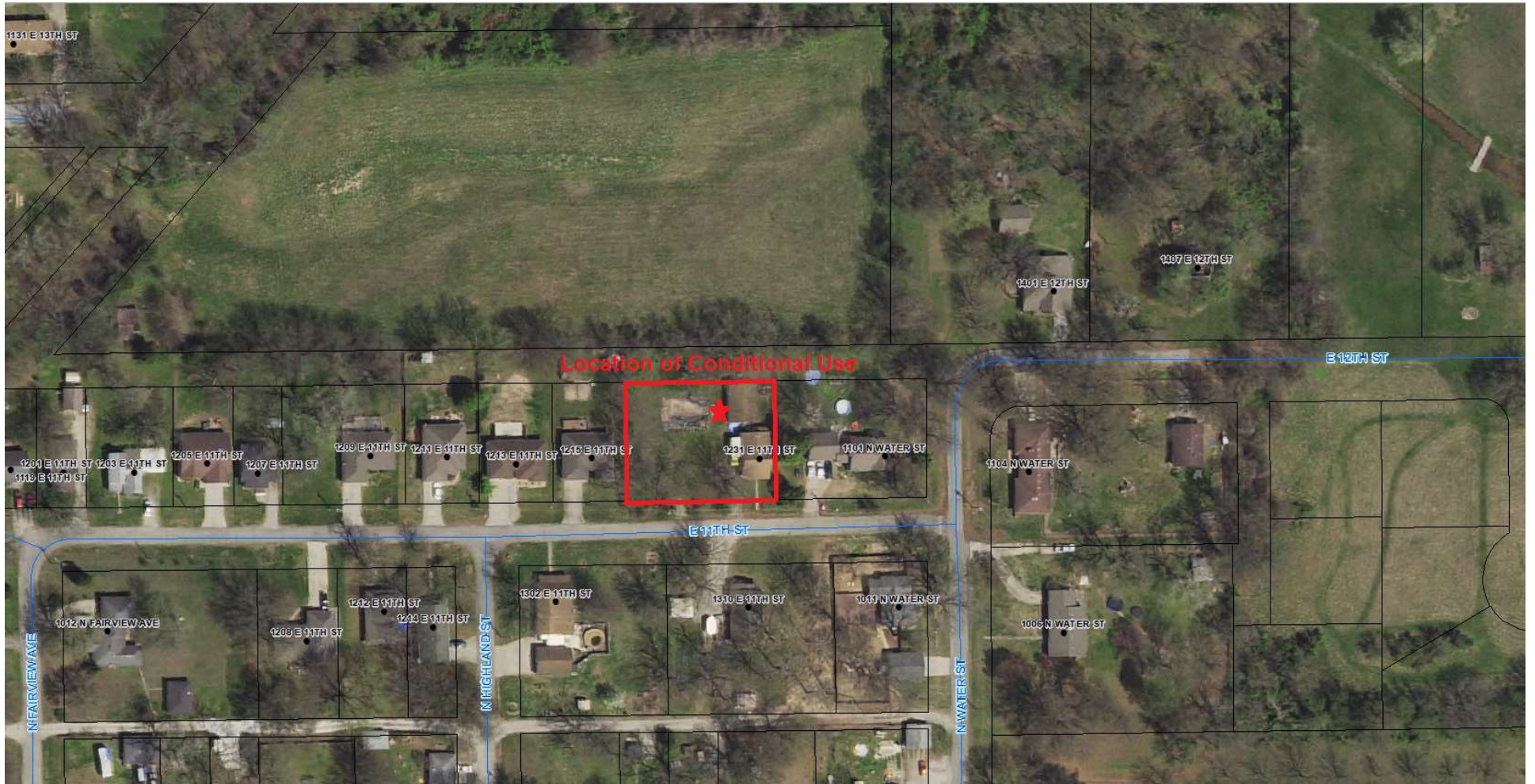
Requested Action: For the Governing Body to approve or disapprove the conditional use submitted by Pamela Hudson.

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

Sincerely,



DeAnna Goering
Secretary, Planning Commission/Board of Zoning Appeals





BRENT NARGES
Chief of Police

PITTSBURG

POLICE DEPARTMENT

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

To: City Manager Daron Hall
Chief of Police Brent Narges

From: Major Ben Henderson

Date: October 31, 2022

Subject: Pittsburg City Commission Agenda Item – November 8, 2022
Axon TASER-7 Purchase Request (Acquisition of less lethal Law
Enforcement Technology)

On August 30, 2022, the Pittsburg Police Department accepted notice from the U.S. Office of Justice Programs that we have been approved for an award amount of \$235,000.00 from the Bureau of Justice Assistance's Fiscal Year 2022 Byrne Discretionary Community Project Funding / Byrne Discretionary Grants Program (re: application no. GRANT13600389).

This award amount was presented to the Police Department as an acquisition project for less lethal law enforcement technology in the form of 55 TASER-7 Electronic Control Weapons (ECW's) from Axon Enterprise, Inc., which will be used to replace the department's current line of eight-year-old TASER X-2 ECW's. Additionally, this project will be used to acquire a series of training aids from Axon Enterprise, Inc., to include a protective training suit for hands-on training with TASER devices, and a Virtual Reality de-escalation training simulator system, including command tablet, headsets, controllers, and VR TASER cartridges.

Axon Enterprise, Inc., is the single-source supplier for TASER Electronic Control Weapons.

This acquisition project will help to assist the Police Department's law enforcement officers during the performance of their sworn duties in safely dealing with aggressive and violent offenders during arrest actions. The training aids (including the Virtual Reality simulator) will further enhance the police department's abilities to train personnel through scenario-based situations to help further develop critical thinking skills, empathy and de-escalation tactics.

The 2022 Byrne Discretionary Community Project Funding / Byrne Discretionary Grants Program has allocated a total of \$235,000.00 to be awarded to the City of Pittsburgh / Pittsburgh Police Department for this program opportunity, under the heading of Acquisition of less lethal Law Enforcement Technology.

The Police Department is seeking to make use of this funding opportunity as an equipment acquisition project that will greatly improve the overall safety of the Police Department's sworn law enforcement officers in the performance of their official duties while dealing with dangerous, high-risk situations, such as confrontational and combative offenders.

Specifically, the Police Department is seeking to acquire the following articles of equipment through a bundle purchase with TASER's parent company, Axon Enterprise, Inc.:

- Fifty-five (55) TASER 7 Electronic Control Weapons (ECW's).
- One hook-and-loop personnel protective training suit, for physical, hands-on deployment training.
- Hook-and-loop training TASER cartridges.
- 55 Blackhawk brand TASER 7 ECW duty holsters.
- One interactive Virtual Reality (VR) de-escalation training simulator system, with command tablet, headsets, controllers and VR TASER cartridges.
- A series of inert training cartridges.
- A series of live deployment cartridges.
- A pre-planned replacement set of the VR de-escalation training command tablet and headsets.
- Software and VR user access licensing.
- Hardware warranties.
- One training voucher for the Master TASER Instructor School, once a year for five years.
- One training voucher for the Basic TASER Instructor Training Course, once a year for five years.
- Base kit launch and startup training.

The cost of this aforementioned equipment acquisition project requested by the Police Department will consist of a one-time expenditure of \$240,040.00, utilizing funds from the Public Safety Sales Tax.

The 2022 Byrne Discretionary Community Project Funding / Byrne Discretionary Grants Program has allocated a total of \$235,000.00 to be awarded to the City of Pittsburgh / Pittsburgh Police Department for this program opportunity, therefore (after Federal reimbursement) the City of Pittsburgh will ultimately only pay \$5,040.00 for the cost of this program.

If possible, would you please place this item on the agenda for the Pittsburgh City Commission meeting, scheduled for Tuesday, November 8, 2022.

The requested action is approval or disapproval of staff's request to make the purchase from Axon Enterprise, Inc., for the items listed in the included quote for \$240,040.00, utilizing funds from the Public Safety Sales Tax, and, if approved, authorize issuance of the necessary purchase order.

If there are any questions, please feel free to contact me at your convenience.

Thank you,

Major B. Henderson
Pittsburg Police Dept.

Attachment: Quote from Axon Enterprise, Inc.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-381862-44855.686KW

Issued: 10/21/2022

Quote Expiration: 11/18/2022

Estimated Contract Start Date: 12/15/2022

Account Number: 463655

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-201 N Pine St 201 N Pine St Pittsburg, KS 66762-4725 USA	Pittsburg City Police Department - KS 201 N Pine St Pittsburg, KS 66762-4725 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Watson Phone: (480) 463-2203 Email: kwatson@axon.com Fax: (480) 463-2203	Chris Moore Phone: (620) 249-7230 Email: chris.moore@police.pittks.org Fax: (620) 230-5611

Quote Summary

Program Length	60 Months
TOTAL COST	\$240,040.00
ESTIMATED TOTAL W/ TAX	\$240,040.00

Discount Summary

Average Savings Per Year	\$17,001.60
TOTAL SAVINGS	\$85,008.00

Payment Summary

Date	Subtotal	Tax	Total
Nov 2022	\$235,290.00	\$0.00	\$235,290.00
Dec 2022	\$4,750.00	\$0.00	\$4,750.00
Total	\$240,040.00	\$0.00	\$240,040.00

Quote Unbundled Price:	\$325,048.00
Quote List Price:	\$260,500.00
Quote Subtotal:	\$240,040.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
2022T7CertVR	2022 Taser 7 Cert Bundle W/ VR	55	60	\$97.06	\$77.50	\$71.30	\$235,290.00	\$0.00	\$235,290.00
A la Carte Services									
20379	VR 1-DAY SERVICE	1			\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
85147	CEW STARTER	1			\$2,750.00	\$2,750.00	\$2,750.00	\$0.00	\$2,750.00
Total							\$240,040.00	\$0.00	\$240,040.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2022 Taser 7 Cert Bundle W/ VR	100126	AXON VR TACTICAL BAG	1	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	100186	HTC FOCUS 3 WRIST TRACKER	2	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	55	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	20018	TASER 7 BATTERY PACK, TACTICAL	66	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	5	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	50	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	1	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	1	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	20298	VR-ENABLED GLOCK 19 CONTROLLER	1	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	20378	HTC FOCUS 3 VR HEADSET	3	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	165	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	110	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	165	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	110	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	110	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	110	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	2	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	2	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	74200	TASER 7 6-BAY DOCK AND CORE	1	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	11/15/2022
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	110	11/15/2023
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	110	11/15/2023
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	110	11/15/2024
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	110	11/15/2024
2022 Taser 7 Cert Bundle W/ VR	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	110	11/15/2024
2022 Taser 7 Cert Bundle W/ VR	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	110	11/15/2024
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	110	11/15/2025
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	110	11/15/2025
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	110	11/15/2026
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	110	11/15/2026
2022 Taser 7 Cert Bundle W/ VR	100210	VIRTUAL REALITY TABLET REFRESH ONE	1	11/15/2027
2022 Taser 7 Cert Bundle W/ VR	20373	VIRTUAL REALITY HEADSET REFRESH ONE	3	11/15/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 Taser 7 Cert Bundle W/ VR	20248	TASER 7 EVIDENCE.COM LICENSE	55	12/15/2022	12/14/2027
2022 Taser 7 Cert Bundle W/ VR	20248	TASER 7 EVIDENCE.COM LICENSE	1	12/15/2022	12/14/2027
2022 Taser 7 Cert Bundle W/ VR	20370	FULL VR TASER 7 ADD-ON USER ACCESS	55	12/15/2022	12/14/2027

Services

Bundle	Item	Description	QTY
2022 Taser 7 Cert Bundle W/ VR	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 Taser 7 Cert Bundle W/ VR	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 Taser 7 Cert Bundle W/ VR	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 Taser 7 Cert Bundle W/ VR	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 Taser 7 Cert Bundle W/ VR	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 Taser 7 Cert Bundle W/ VR	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2022 Taser 7 Cert Bundle W/ VR	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2022 Taser 7 Cert Bundle W/ VR	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2022 Taser 7 Cert Bundle W/ VR	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
2022 Taser 7 Cert Bundle W/ VR	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
A la Carte	20379	VR 1-DAY SERVICE	1
A la Carte	85147	CEW STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 Taser 7 Cert Bundle W/ VR	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	3	11/15/2023	12/14/2027
2022 Taser 7 Cert Bundle W/ VR	100198	AXON VR CONTROLLER KIT - WARRANTY	1	11/15/2023	12/14/2027
2022 Taser 7 Cert Bundle W/ VR	80374	EXT WARRANTY, TASER 7 BATTERY PACK	66	11/15/2023	12/14/2027
2022 Taser 7 Cert Bundle W/ VR	80395	EXT WARRANTY, TASER 7 HANDLE	55	11/15/2023	12/14/2027
2022 Taser 7 Cert Bundle W/ VR	80395	EXT WARRANTY, TASER 7 HANDLE	1	11/15/2023	12/14/2027
2022 Taser 7 Cert Bundle W/ VR	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	11/15/2023	12/14/2027

Payment Details

Nov 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	2022T7CertVR	2022 Taser 7 Cert Bundle W/ VR	55	\$235,290.00	\$0.00	\$235,290.00
Total				\$235,290.00	\$0.00	\$235,290.00

Dec 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	20379	VR 1-DAY SERVICE	1	\$2,000.00	\$0.00	\$2,000.00
Invoice Upon Fulfillment	85147	CEW STARTER	1	\$2,750.00	\$0.00	\$2,750.00
Total				\$4,750.00	\$0.00	\$4,750.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/21/2022





WHY IS AXON THE INDUSTRY LEADER IN VR TRAINING? **OUR PARTNERS**

250 + senior law enforcement trainers, command staff, crisis intervention specialists and patrol officers supporting content development

100 + member VR Advisory Network made up of community leaders, clinicians & educators

275 + hours of expert research, collaboration and review go into the development of every VR scenario

1100 + agencies deployed

100 % of video productions include a law enforcement training advisor on set

*"Axon's new training platform allows our officers to train more efficiently,
benefiting the responding officers and our community."*

— CHIEF JERI WILLIAMS
PHOENIX POLICE DEPARTMENT

*"Axon should be immensely proud of their work because it doesn't
just help law enforcement, it helped me. It helped my community.
It helped so many people."*

— DOMESTIC VIOLENCE SURVIVOR

PROCESS



EXPERT INSIGHT

Axon partners with a diverse network of subject matter experts including law enforcement personnel, clinicians, crisis intervention + mental health counselors, educators and community leaders to create training content.

DATA-DRIVEN

We conduct extensive user research to improve our training solutions. Each scenario introduces key learning objectives that require use of critical thinking, sound decision-making and de-escalation tactics.



ATTENTION TO DETAIL

Top-tier production quality and true-to-life environments induce comparable stress responses to what officers experience in the field, meaning better preparation for critical real-world situations like peer intervention or domestic violence.

ACCESSIBLE ANYWHERE

Decentralize training with an all-in-one wireless system that can be easily deployed anytime, anywhere — no PC, complex tracking equipment, or dedicated training space required. Trainers and trainees can collaborate in real-time from different locations.



PLATFORM

Axon VR Training brings the most impactful content and innovative training methods to public safety with three core components: Community Engagement Training, Simulator Training and Academy, which houses a library of supplemental e-learning courses available at no cost to all Axon VR customers.

Academy. Designed to strengthen the skills learned in Community Engagement and Simulator Training scenarios.

Simulator Training. Enables trainees to practice and refine skills with a limitless number of variables introduced during drills and increasingly complex scenarios.

Community Engagement Training.

Focused on developing skills, empathy and de-escalation tactics for engaging with individuals in scenarios involving mental health, trauma, peer intervention and more.

axon.com/vr



ROCK HILL PD - TASER 7 CASE STUDY

**'THEY LOVE THE TASER 7:
HOW ROCK HILL PD ENHANCED
CONFIDENCE WITH TASER 7 ENERGY WEAPON**



/ A NATURAL TRANSITION FROM THE TASER X2

For Sgt. Lee McKellar of Rock Hill Police Department, staying on the cutting edge of technology helps his agency keep their officers and the community safe. So when his department's TASER X2 energy weapons were approaching the end of their 5-year useful life, he advocated for transitioning to the TASER 7 device.

Making the upgrade was a clear choice for the department, which issues TASER devices to all of its 158 sworn officers. Over the years, the department's TASER energy weapons have consistently proven their value, Sgt. McKellar said, with their presence often enough to de-escalate a situation, making them vital, standard-issue equipment.

According to Sgt. McKellar, the department quickly saw the value of a double-shot device after shifting to the TASER X2 energy weapon in 2014-2015, making the adoption of the TASER 7 energy weapon a natural transition.

"From an officer safety level, it's a no-brainer to move over to [a double-shot TASER energy weapon]," he said, noting that it could take an officer several critical seconds to reload a single-shot device after a miss.

/ CLOSE QUARTER CONFIDENCE

Aside from the advantages of a dual-shot energy weapon, Sgt. McKellar said that TASER 7's Close Quarter cartridges, rechargeable batteries and dock and walk workflow played a major factor in the department's decision to upgrade.

He noted that he had analyzed his agency's previous TASER probe deployments and found that the vast majority occurred within 6 to 8 feet — with a few occurring at around 10 to 12 feet. TASER 7's Close Quarter cartridges, which are optimized for a close-range deployment distance, were a perfect fit for his agency's needs.

"Finally, there's a company listening to the rank-and-file officers saying, 'Hey, you know our TASER contacts are within 6, 7, 8 feet or so,'" he said.

/ STREAMLINED PROGRAM MANAGEMENT

In addition, Sgt. McKellar found that TASER 7's wireless design and new program management enhancements would save him several hours each month — and improve the agency's ability to serve the community.

He uses the Axon Device Manager mobile application to easily assign or re-assign devices and batteries, making assignment "on the fly" with his phone.

Before using the TASER 7's swappable, rechargeable batteries, officers would occasionally report that their TASER X2 batteries had died. If Sgt. McKellar was not at the station, he would have to return from home and switch the battery out. He estimated that the process of getting the officer's call, returning, and swapping out batteries could take up to 90 minutes.

“Given how busy we are with calls for service, to have one person off the road really puts a stress on everybody else out there,” Sgt. McKellar said. “Having the freedom and the capability just to grab the battery and go is [invaluable].”

Officers immediately noticed the enhancements during training.

“They were really excited about getting their hands on it,” Sgt. McKellar said, noting that the agency spent a significant part of the training unholstering the energy weapon to get familiar with its new holster design and running live scenarios with the HALT suit.

“They love the TASER 7... you can’t buy that pride in a piece of equipment,” he said, finding that officers appreciate the device because they know that they can depend on it.

/ ONE PREDICTABLE PACKAGE

When the department upgraded, they bundled their TASER 7 energy weapons with Axon Body 3 cameras through the Officer Safety Plan 7+ (OSP 7+) package. The bundle ensures budget predictability for the agency — and resolved previous equipment availability concerns.

“Prior to going into the OSP program, we would buy our cartridges for our [TASER] X2s as needed. We would have our annual training in the fall or spring — you start laying things out and you realize, ‘Oh no, I am x amount of cartridges short,’ and you submit a request to your chain of command to purchase \$1,500 or \$1,600 worth of cartridges that you didn’t anticipate,” he said. *“It can raise some eyebrows. So with OSP, laying everything out, it’s one payment a year spread out over several years, but you’re budgeting. You’re also saying, ‘I know for a fact that I am going to have this many cartridges and this many devices on hand, so I can plan out my training.’”*

“It was always a juggling game almost because you were just trying to keep everything in motion, because when people want to go to training, they obviously want to just go ahead and get it done. And for me to come up and say, ‘No, you can’t go because we don’t have enough cartridges,’ that would fall back on me... with OSP, it’s always there on hand.”

Beyond the budgetary and equipment availability benefits of OSP 7+, Sgt. McKellar said that Axon’s body cameras and TASER energy weapons go together like “peanut butter and jelly.” The two devices help mitigate risk and build trust.

“I really think that you have to have both of those pieces of equipment in today’s law enforcement to be out there and to maintain the public trust.”

In short, Sgt. McKellar said that adopting TASER 7 energy weapons was just another step toward Rock Hill PD’s mission to serve the community by staying at the forefront of technology.

When asked what he would tell an agency considering upgrading, his answer was simple.

“If you’re on the fence about it, don’t hesitate, go ahead and make that switch over,” he said. *“You’re not going to regret it.”*





TRAIN FOR THE REALITY OF TODAY—AND TOMORROW

Axon VR Training prepares officers for complex, real-world situations through immersive training that enhances performance, critical thinking and de-escalation skills. Developed in partnership with a cross-disciplinary network of first responders, subject matter experts and community leaders, Axon's expansive content library integrates with state-of-the-art technology and can be used anytime, anywhere.

FEATURES AND BENEFITS

END-TO-END TRAINING PLATFORM

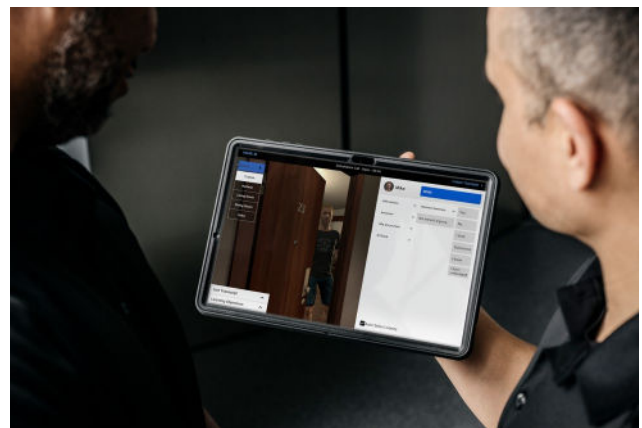
Decentralize training with an all-in-one wireless system that can be easily deployed anytime, anywhere — no PC, complex tracking equipment or dedicated training space required.

SCENARIOS DEVELOPED BY EXPERTS

We partner with a diverse network of subject matter experts, including law enforcement trainers, clinicians, crisis intervention and mental health counselors, educators and community leaders to produce the most effective training content.

EXPANSIVE CONTENT LIBRARY

Encourage the development and application of critical thinking skills through increasingly complex scenarios, including peer intervention, mental health, suicidal ideation and more, with new content added regularly.



Questions? Contact vr@axon.com

Learn more at axon.com/vr





MAXIMUM IMMERSION AND REALISM

True-to-life virtual environments induce comparable stress to what officers experience in the field, while precision hand- and weapons-tracking allow officers to build muscle memory using real-world equipment.

AXON'S TRAINING DNA

Axon VR relies on the same rigorous principles as the training programs Axon has developed alongside law enforcement for the past 25 years and equips officers with the knowledge required to de-escalate dangerous situations and protect life.

“Axon’s new training platform allows our officers to train more efficiently, benefiting the responding officers and our community.”

—CHIEF JERI WILLIAMS
PHOENIX POLICE DEPARTMENT

PLATFORM COMPONENTS

Axon VR Training brings the most impactful content and innovative training methods to public safety with three core components: Community Engagement Training, Simulator Training and Academy, which houses a library of supplemental e-learning courses available at no cost to all Axon VR customers.

COMMUNITY ENGAGEMENT TRAINING

Focused on developing skills, empathy and de-escalation tactics for engaging with individuals in scenarios involving mental health, trauma, peer intervention and more.

SIMULATOR TRAINING

Enables trainees to practice and refine skills with a limitless number of variables introduced during drills and increasingly complex scenarios.

ACADEMY

Designed to strengthen the skills learned in Community Engagement and Simulator Training scenarios.



Questions? Contact vr@axon.com

Learn more at axon.com/vr





OTHER BENEFITS

REMOTE COLLABORATION*

Trainers and trainees can collaborate in real-time from different locations, allowing access to the most advanced training expertise anytime, anywhere.

NATURAL LANGUAGE PROCESSING*

Integrated AI algorithms understand and interpret verbal commands, making it easier for trainers to facilitate training and focus on learning objectives.



REPORTING AND ANALYTICS*

Detailed after-action reports and video recordings offer analytics and insight into an officer's performance and progress, enabling opportunities for coaching and program development.

AXON HARDWARE & SOFTWARE INTEGRATION*

Simulator Training seamlessly integrates with existing TASER 7 weapons and connects to Axon Academy for streamlined program administration.

*This feature is specific to Simulator Training only

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AXON VR COMMUNITY ENGAGEMENT TRAINING

Content Library

Axon VR Community Engagement Training prepares officers for complex, real-world situations through immersive training that focuses on developing skills, empathy and de-escalation tactics for engaging with individuals in scenarios involving mental health, trauma, peer intervention and more.

Developed in partnership with a cross-disciplinary network of first responders, subject matter experts and community leaders, Axon's expansive content library allows officers to learn to respond to calls for service with new insight, awareness and perspectives, leading to more mutually-beneficial outcomes.

Here's a look at our current library of Community Engagement Training scenarios.*

AVAILABLE NOW

- Domestic Violence
- Autism
- Autism II
- Schizophrenia
- Schizophrenia II
- Suicidal Ideation
- Hard of Hearing
- Substance Use Disorder
- Alzheimer's
- Veteran PTSI
- Peer Intervention A: Noise Complaint
- Peer Intervention B: Homelessness
- Peer Intervention C: Traffic Control
- Officer in Crisis
- English as Second Language
- Corrections I
- Corrections II

PRODUCTION STATS

250+ senior law enforcement trainers, command staff, crisis intervention specialists and patrol officers support content development.

100+ community leaders, clinicians and educators make up our VR Advisory Network.

275+ hours of expert research, collaboration and review go into the development of every VR scenario.

100% of VR productions include a law enforcement training advisor on set.

Content Suggestions? Contact vr@axon.com

Learn more at [axon.com/vr](https://www.axon.com/vr)

**This is the current portfolio as of Q3 2022. It is subject to change and will be regularly updated.*

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AXON VR COMMUNITY ENGAGEMENT TRAINING

Content Library

/ DOMESTIC VIOLENCE

Empathy is at the heart of this scenario. Trainees experience inner-dialogue, anxiety and despair firsthand, learn strategies to effectively communicate with victims of trauma and employ questioning techniques to keep all parties safe.

/ AUTISM I

This scenario is amplified by lights and sirens to demonstrate to trainees how police interaction might overwhelm a person living on the autism spectrum. Participants learn how equipping officers with tools to identify and respond to someone on the autism spectrum in crisis can help achieve positive outcomes.

/ AUTISM II

This scenario demonstrates how certain subtle behaviors can help officers identify individuals exhibiting subtle signs of the autism spectrum. Observation, patience and communication help trainees conduct effective interactions with subjects.

/ SCHIZOPHRENIA

This scenario illustrates how behaviors exhibited by people living with schizophrenia can be mistaken for resistance or aggression. Trainees learn strategies for recognizing such behaviors and resolving situations with individuals experiencing an acute behavioral health episode.

/ SCHIZOPHRENIA II

In this scenario, trainees encounter a young man suffering from a mental health crisis at a train station. Trainees must navigate a heavily commuted area to approach and empathize with a subject living with schizophrenia while maintaining a safe atmosphere for officers and the community.

/ SUICIDAL IDEATION

Communication strategies are at the heart of this scenario. Trainees learn how to de-escalate subjects expressing suicidal ideation through deliberate and compassionate care. Trainees also learn how to connect the subject to the proper support channels.

/ HARD OF HEARING

This scenario teaches trainees how to identify if subjects may have some level of hearing loss, and provides trainees tools and techniques to communicate effectively in order to reduce any fear or confusion of the subject.

/ ALZHEIMER'S DISEASE

This scenario presents proven strategies for responding to someone exhibiting symptoms of Alzheimer's disease and related dementias. Trainees learn techniques for overcoming communication barriers to reach successful outcomes.

/ VETERAN PTSI

Veteran safety is at the heart of this scenario. Trainees encounter a veteran experiencing PTSI and use verbal and non-verbal techniques to identify issues below the surface and reach a positive outcome.

/ PEER INTERVENTION A: NOISE COMPLAINT

This scenario teaches trainees how to react to a scenario in which their partner is quick to argue with a defiant subject. Trainees deduce why their partner is upset and employ de-escalation techniques to avoid unjustified use of force.

/ PEER INTERVENTION B: HOMELESSNESS

This scenario teaches trainees how to react to a scenario in which their partner is impatient with a subject. Trainees employ techniques to appropriately and respectfully intervene between their partner and the subject.

/ PEER INTERVENTION C: TRAFFIC CONTROL

This scenario teaches trainees how to recognize Post-Traumatic Stress Injury symptoms to de-escalate a conflict between their partner and a confrontational driver.

/ OFFICER IN CRISIS

It's no secret that more officers die by suicide than from any other cause in the law enforcement profession. Protecting the lives of officers is at the heart of this scenario. Trainees take swift action to help when a fellow officer in crisis. Trainees learn the signs of a first responder in crisis and how to help colleagues find appropriate resources.

/ SUBSTANCE USE DISORDER

This scenario teaches trainees how to effectively interact with a person dependent on substances and connect that individual with available community resources.

/ ENGLISH AS A SECOND LANGUAGE

This scenario teaches trainees how to work through complex language barriers with a non-English speaker during an emergency. Trainees are presented with multiple methods of communication to use to reach a successful outcome.

/ CORRECTIONS I

In this scenario, trainees learn how to detect contraband in a correctional facility setting. Trainees travel through several unoccupied locations within a correctional facility to conduct contraband sweeps and learn proven strategies for locating hidden contraband such as weapons, electronics and drugs.

/ CORRECTIONS II

In this scenario, trainees monitor populated locations including the yard, common room and laundry facilities to identify prohibited behaviors. Activity and multiple conversations act as distractions as trainees identify infractions such as hiding, consuming and passing contraband.

Content Suggestions? Contact **vr@axon.com**

Learn more at **axon.com/vr**

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/TASER 7

THE ALL-NEW TASER 7

More effective. More reassuring. More connected.

OUR BEST TASER DEVICE EVER

The TASER 7 device is the product of everything we've learned from in-depth discussions with customers and deployments of TASER devices across thousands of agencies worldwide. We focused design enhancements around three key areas: improving performance to help officers de-escalate situations with confidence; enhancing transparency and officer training to help build consensus with communities about why officers need access to TASER devices and reassure them about their usage; and further integrating TASER 7 devices with the Axon network to reduce the cost and time of managing their TASER energy weapon program.

OUR BEST TASER DEVICE EVER

TASER 7 is central to our vision of making the bullet obsolete. With an emphasis on de-escalation, officers can alert subjects to the presence of a TASER 7 energy weapon, draw it, display its lasers and arc the device. Should intervention be required, the device is often the best option officers have to protect themselves, colleagues, the public – and suspects too. Some of the new or enhanced benefits include:

/ COMPENSATING FOR CLOSE PROBE SPREADS

We first introduced 'Adaptive Cross Connect' in the TASER X2 device. It's been completely revamped for the TASER 7, with the device including an algorithm to check and recheck the strength of the various connections between positive and negative probes. This ensures that if an officer has a close probe spread in the first discharge, and the same happens with the second two darts, the device will optimize delivery of the pulse – based on the best balance of positive and negative charge – across the greatest possible spreads.

/ DISCHARGING WITH GREATER POWER AND ACCURACY

A new probe design sees the body of the dart house the wire, with a center-tapped nozzle spiraling the dart to fly straighter and with greater stability to stay on target. Packing the probe with the wire also ensures that it flies 28% faster and impacts with double the kinetic energy to better penetrate thick clothing.

/ OPTIMIZING IMMOBILIZATION

By accelerating electrical pulse delivery and delivering pulses with greater frequency per second, the TASER 7 device can achieve more effective full-body lock-up for complete immobilization.

/ IMPROVING CLOSE-QUARTER PERFORMANCE

The TASER 7 device delivers a 93% increased probe spread at close range (where over 80% of deployments happen, according to agency reports).

/ IMPROVING AIM

A bright green laser helps officers target with greater accuracy, even in sunlight.

/ AN ATTENTION-GRABBING WARNING

A much louder warning arc – accessed by a large, ergonomically-positioned switch – catches attention and helps officers better pacify suspects and defuse situations.

/ TAILORING PERFORMANCE TO INCIDENTS

Officers can choose between stand-off and close-quarters cartridges. The cartridges load using the same fluid and instinctive motion familiar to users of the TASER X2 device. We've also added an innovative connecting configuration, allowing two cartridges to be loaded at once.

MORE REASSURING: BUILDING CONSENSUS WITH COMMUNITIES

Engaging communities to support policing is increasingly important in the fight against crime. And, with violent crime rising in many regions, citizens are more open to equipping police officers with TASER devices. To help in reassuring citizens about the use of TASER 7, the device comes with the option of Axon Signal technology. When a device is armed, Signal alerts nearby Axon cameras – including body-worn, point-of-view and in-vehicle cameras – to begin recording to help capture the full narrative of the incident and your officers' professionalism.

We also provide comprehensive face-to-face training for all officers who carry TASER 7 devices. The training is heavily focused on emphasizing de-escalation. It can be referenced when talking to your community along with statistics that show that use of force incidents are likely to fall – as are injuries to officers and suspects compared to other less-lethal use of force options – when officers carry the devices. We're also producing innovative virtual reality training that presents officers with role-based scenarios to help them better respond to calls involving individuals in crisis or with mental health issues. The training can be taken in bite-sized chunks without the need to take officers away from their duties for any length of time.

MORE CONNECTED: AUTOMATING WORKFLOWS

With the TASER 7, we've helped agencies save hours each month previously spent managing their TASER energy weapon program. This has been achieved by:

/ SEAMLESS DATA LOGGING AND FIRMWARE UPDATES

Similar to how our body-worn cameras work, when officers dock their TASER devices to charge, usage logs are automatically uploaded to Axon Evidence. The process is managed by the smart rechargeable battery. It acts like an encrypted USB drive to transfer data while it's being charged. Firmware updates take place at the same time. This ensures that the next time the battery is plugged into the device, the latest software will be available – replacing a process that could take weeks – with a straightforward and fully automated workflow that frees program managers to spend time on more valuable tasks.

/ AUTOMATING ARMORY

Traditionally, most agencies manage the issuing and receipt of devices using paper-based spreadsheets. To replace this time-consuming workflow, TASER 7 devices automate key armory and admin functions. For example, device assignment can be done in seconds with our Axon Device Manager mobile app by simply scanning a barcode on the device. It's also easier to manage inventory in Axon Evidence with better search and status functions to track and view the status of devices.



City of Pittsburg, Kansas
2022 Budget Recap
As of October 31, 2022
83.33% of Fiscal Year has passed

Budgeted Funds	Un-Encumbered Cash Balance 1/1/2022	Revenues			Expenditures			Y-T-D Net	Un-Encumbered Cash Balance 10/31/2022
		Adopted Budget 2022	Y-T-D Revenues 10/31/2022	Percent Received	Adopted Budget 2022	Y-T-D Expenses 10/31/2022	Percent Used		
General Fund	\$ 8,925,273	\$ 24,906,886	\$ 25,178,597	101.09%	\$ 24,615,262	\$ 21,830,150	88.69%	\$ 3,348,447	\$ 12,273,720
Public Library	355,267	938,983	919,686	97.94%	962,539	771,735	80.18%	147,951	503,218
Public Library Annuity	-	100	-	0.00%	127,370	-	0.00%	-	-
Public Library Capital Improvments	56,449	90,000	68	0.08%		10,000	0.00%	(9,932)	46,517
Special Alcohol & Drug	47,546	110,000	97,809	88.92%	105,500	77,808	73.75%	20,001	67,547
Special Parks & Recreation	-	110,000	97,809	88.92%	110,000	97,809	88.92%	-	-
Street & Highway	209,876	1,060,250	1,132,119	106.78%	1,101,266	973,456	88.39%	158,663	368,539
Street & Highway Sales Tax	1,686,878	2,308,207	2,322,998	100.64%	2,674,000	1,042,829	39.00%	1,280,169	2,967,047
Section 8 Housing	42,487	1,734,025	1,256,396	72.46%	1,661,205	1,268,705	76.37%	(12,309)	30,178
Revolving Loan Fund	2,036,234	1,190,156	2,638,015	221.65%	572,712	565,821	98.80%	2,072,195	4,108,429
Debt Service	1,424,800	4,454,568	3,856,360	86.57%	4,100,962	3,563,241	86.89%	293,119	1,717,919
Public Utilities	5,069,653	8,806,857	7,914,746	89.87%	9,423,860	8,519,011	90.40%	(604,265)	4,465,388
Stormwater	454,330	870,500	728,484	83.69%	935,275	578,297	61.83%	150,187	604,517
Totals	\$ 20,308,793	\$ 46,580,532	\$ 46,143,087	99.06%	\$ 46,389,951	\$ 39,298,861	84.71%	\$ 6,844,226	\$ 27,153,019

*Sales Tax collections are 14.03% compared to same period in 2021