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Development Block Grant (CDBG) in the amount of \$750,000,
to be used toward Washington School, LLC's childcare center to
be established at 205 South Locust.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 22, 2023
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA (ROLL CALL VOTE):

- a. Approval of the August 8, 2023, City Commission Meeting minutes.
- b. Approval of Ordinance No. G-1351, amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2023 Edition of the "Uniform Public Offense Code for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1340, and authorize the Mayor to sign the Ordinance on behalf of the City.
- c. Approval of Ordinance No. G-1352, amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2023 Edition of the "Standard Traffic Ordinance for Kansas Cities" as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1339, and authorize the Mayor to sign the Ordinance on behalf of the City.
- d. Approval of Change Order No. 1 reflecting an increase of \$55,7000 making a new contract construction amount of \$945,116.00 and final payment in the amount of \$64,594.16 to Tri-Star Utilities Inc. of Independence, Kansas, for the 2022 Sanitary Sewer Line 7B Rehabilitation Project.
- e. Approval of the Economic Development Advisory Committee's recommendation to revise the amortization schedule for the Jolly Fox Brewery's 2018 loan that will allow the Jolly Fox Brewery to make interest only payments for the next year, then will allow the company to pay off the loan over seven years at 5% interest as originally proposed beginning in September 2024, and authorize the Mayor to sign the necessary documents on behalf of the City.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
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5:30 PM

- f. Approval of staff request to submit an application to the Kansas Housing Resources Corporation's (KHRC) Tenant Based Rental Assistance (TBRA) program for a grant in the amount of \$100,000 to be used to provide security deposit assistance to income eligible households and authorize the Mayor to sign the appropriate documents on behalf of the City.
- g. Approval of staff recommendation to appoint Chad Mishmash and Elliott Rowland to fill unexpired terms as members of the Sustainability Advisory Committee effective immediately and to conclude on December 31, 2024.
- h. Approval of staff recommendation to enter into a three-year license agreement with DebtBook to assist with the increased tracking and reporting requirements of the City's debt instruments (bonds and leases), and authorize the Mayor to sign the necessary documents on behalf of the City.
- i. Approval of the First Amendment to Ground Lease between the City of Pittsburg and Kansas #15 Limited Partnership, regarding the tower located at 910 Memorial Drive, and authorize the Mayor to sign the Amendment on behalf of the City.
- j. Approval of the Second Amendment to the Antenna Collocation Lease Agreement between the City of Pittsburg and Sprint Spectrum Realty Company, LLC for space on the tower at 420 East 22nd Street, and authorize the Mayor to sign the Agreement on behalf of the City.
- k. Approval of the Appropriation Ordinance for the period ending August 22, 2023, subject to the release of HUD expenditures when funds are received.

SPECIAL PRESENTATIONS:

- a. SUMMER READING PROGRAM SUMMARY - Pittsburg Public Library Director Bev Clarkson will provide a summary of the summer reading program.
Receive for file.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 22, 2023
5:30 PM

- b. ECONOMIC DEVELOPMENT QUARTERLY REPORT - Director of Economic Development Blake Benson, and Pittsburg State University Executive Director, Operations, Business Development, & Economic Engagement Darrell Pulliam, will present the quarterly Economic Development Report. **Receive for file.**
- c. EAST QUINCY RECONSTRUCTION PROJECT UPDATE - Director of Public Works and Utilities Matt Bacon will provide an update on the East Quincy Reconstruction Project. **Receive for file.**

CONSIDER THE FOLLOWING:

- a. WASTEWATER TREATMENT PLANT DESIGN AGREEMENT AMENDMENT #4 - Consider staff recommendation to approve Amendment #4 to the Wastewater Treatment Plant Design Agreement with Earls Engineering and Inspection, Inc. for items associated with "right-sizing" the plant, increasing the contract by \$309,000.00, making an adjusted agreement amount of \$2,783,850.84. **Approve or disapprove Amendment #4 to the Wastewater Treatment Plant Design Agreement and, if approved, authorize the Mayor to sign Amendment #4 on behalf of the City.**
- b. LICENSE PLATE RECOGNITION CAMERA LEASE - Consider staff recommendation to enter into a two-year lease with Flock Group, Inc., for fourteen of the Flock Safety's Falcon License Plate Recognition cameras and access to their network operating system. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**
- c. ORDINANCE NO. G-1350 - Consider approval of Ordinance No. G-1350, amending Sections 46-81 and 46-83 of the Pittsburg City Code to include tents, tarps and blankets or any other material being used as a shelter to camp or occupy outside of an approved structure for habitation to the definition of Recreational Equipment. **Approve or disapprove Ordinance No. G-1350 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, August 22, 2023
5:30 PM

- d. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT - Consider staff recommendation to approve a Grant Agreement between the City of Pittsburg and the State of Kansas Department of Commerce for a Small Cities Community Development Block Grant (CDBG) in the amount of \$750,000, to be used toward Washington School, LLC's childcare center to be established at 205 South Locust. **Approve or disapprove the Grant Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**

NON-AGENDA REPORTS & REQUESTS:

THE MAYOR'S MOMENT:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 8, 2023

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, August 8, 2023, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Ron Seglie presiding and the following members present: Cheryl Brooks and Chuck Munsell. Commissioners Stu Hite and Dawn McNay were absent.

Mayor Seglie led the flag salute.

INVOCATION – Chaplain Pete Mayo, on behalf of Ascension Via Christi Health, provided an invocation.

PUBLIC INPUT –

John Lair expressed concern regarding homeless individuals in town. He encouraged the Governing Body to adopt Ordinances to better address homelessness.

Kevin O'Connell expressed concern regarding homeless individuals in town. He also encouraged the Governing Body to adopt Ordinances to better address homelessness.

Nichole Hamblin expressed concern regarding homeless individuals in town. She requested the SeeClickFix app be modified to allow citizens to easier report issues related to homelessness.

APPROVAL OF MINUTES – On motion of Brooks, seconded by Munsell, the Governing Body approved the July 25, 2023, City Commission Meeting minutes as presented. Motion carried. Absent: Hite and McNay.

ORDINANCE NO. S-1096 – On motion of Brooks, seconded by Munsell, the Governing Body approved Ordinance No. S-1096, levying a special assessment against the lots or parcels of land on which existed weeds or obnoxious vegetable growth, to pay the cost of cutting or removing said growth, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite and McNay.

ORDINANCE NO. S-1097 – On motion of Brooks, seconded by Munsell, the Governing Body approved Ordinance No. S-1097, levying a special assessment against the lots or parcels of land on which refuse matter was located, to pay the cost of making the premises safe and hygienic, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite and McNay.

DANCE HALL LICENSE – On motion of Brooks, seconded by Munsell, the Governing Body approved the application submitted by Mike Sittner to renew the Dance Hall License for 505, located at 505 North Broadway, and authorized the City Clerk to issue the license. Motion carried. Absent: Hite and McNay.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
August 8, 2023

APPROPRIATION ORDINANCE – On motion of Brooks, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending August 8, 2023, subject to the release of HUD expenditures when funds are received. Motion carried with the following roll call vote: Yea: Brooks, Munsell and Seglie. Motion carried. Absent: Hite and McNay.

ORDINANCE NO. S-1098 – On motion of Brooks, seconded by Munsell, the Governing Body approved Ordinance No. S-1098, levying a special assessment against the lots or parcels of land on which a public nuisance was located, to pay the cost of abating the nuisance, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried. Absent: Hite and McNay.

NON-AGENDA REPORTS AND REQUESTS: NEIGHBORHOOD ADVISORY COUNCIL – Kim Froman, Director of Community Development and Housing announced that applications are available for individuals interested in being appointed to the Neighborhood Advisory Council. Commissioner Munsell requested that homelessness be added to the list of topics to be considered by members of the Neighborhood Advisory Council.

HOMELESSNESS – Seglie requested the City Attorney review all current Ordinances that apply to homelessness, vagrancy and solicitation in Pittsburg, to help determine if new ordinances need to be adopted. Seglie further requested the City Manager and City Staff gather input from entities regarding homelessness and to determine if funding is available to help solve homelessness issues in Pittsburg. Munsell asked to have The Lord’s Diner return to serving food from their physical location, or at the Police Department parking lot, rather than the mobile unit that visits the Wesley House location.

TURKEY TROT – Munsell moved to approve the Turkey Trot event. Following discussion, Munsell withdrew his motion, as it was noted that City staff members are working with Turkey Trot organizers to finalize plans for the event.

HOMELESSNESS - Kevin O’Connell echoed Nichole Hamblin’s request to modify the SeeClickFix app to allow citizens to easier report issues related to homelessness.

ADJOURNMENT: On motion of Brooks, seconded by Munsell, the Governing Body adjourned the meeting at 5:54 p.m. Motion carried. Absent: Hite and McNay.

Ron Seglie, M.D., Mayor

ATTEST:

Tammy Nagel, City Clerk

ORDINANCE NO. G-1351

AN ORDINANCE amending Section 54-41 of the Code of the City of Pittsburg, Kansas, regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, by adopting by reference the 2023 Edition of the “Uniform Public Offense Code for Kansas Cities” as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed; and repealing Ordinance No. G-1340. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped Official Copy as Adopted by Ordinance No. G-1351; with all sections or portions thereof intended to be omitted or changed clearly marked to show any such change or omission and to which shall be attached a copy of this Ordinance, and filed with City Clerk to be open to inspection and available to the public at all reasonable hours.

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

Section 1. Section 54-41 of the Code of the City of Pittsburg, Kansas, is hereby amended to read:

For the purpose of regulating certain public offenses within the corporate limits of the City of Pittsburg, Kansas, the 2023 Edition of the “Uniform Public Offense Code for Kansas Cities” prepared and published by The League of Kansas Municipalities is incorporated herein by reference save and except Sections 4.1, 10.5 and 10.6 which are amended by Sections 54-42, 54-43 and 54-44 of the Code of the City of Pittsburg, Kansas; amending Section 6.7.1 by making the violation thereof a Class B rather than a Class A violation; and the following sections which are hereby deleted: 5.2 (Furnishing Alcoholic Liquor or Cereal Malt Beverage to a Minor); 5.8 (Purchase, Consumption or Possession of Alcoholic Liquor or Cereal Malt Beverage by a Minor); 6.18 (Motor Vehicle Dealers; Selling Motor Vehicle Without a License); 6.19 (Equity Skimming); 7.6 (Performance of Unauthorized Official Act); 7.7 (Simulating Legal Process); 7.10 (False Signing of Petition); 7.14 (Electioneering); 8.1 (Denial of Civil Rights); 10.13 (Barbed Wire); 10.14 (Operation of a Motor Boat or Sailboat); 10.19 (Sale of Medicines and Drugs Through Vending Machines); 11.8 (Gambling); 11.9 (Commercial Gambling); 11.9.1

(illegal Bingo operation); and 11.10 (Possession of a Gambling Device).

Section 2: Section 6.7 [Criminal Trespass] of the Uniform Public Offense Code for

Kansas, Cities is hereby amended to include the following:

(c) Criminal trespass is also entering or remaining upon the grounds of Mt. Olive Cemetery by a person not authorized to do so, whether by foot or conveyance, from the hours of 6:00 p.m. until 7:00 a.m. from October 16 to March 31 and from the hours of 8:00 p.m. until 7:00 a.m. from April 1 to October 15 of each year.

(d) Criminal trespass is also entering or remaining upon the grounds of the skate park area known as The Pitt in Schlanger Park by a person not authorized to do so, whether by foot or conveyance, from the hours of 7:00 p.m. until 7:00 a.m. from October 31 to March 31 and from the hours of 9:00 p.m. until 7:00 a.m. from April 1 to October 30 of each year.

Section 4: Ordinance No. G-1340 of the City of Pittsburg is hereby repealed.

Section 5: This Ordinance shall become effective following its passage and publication in the City's official newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY OF PITTSBURG,

KANSAS, this ____ day of _____, 2023.

Mayor – Ronald Seglie

ATTEST:

Tammy Nagel, City Clerk

(SEAL)

ORDINANCE NO. G-1352

AN ORDINANCE amending Section 78-31 of the Code of the City of Pittsburg, Kansas, and providing for the protection of public health, property, and safety, and the regulation of traffic by adopting by reference the 2023 Edition of the “Standard Traffic Ordinance for Kansas Cities” as published by The League of Kansas Municipalities, save and except such parts or portions as supplemented, deleted or changed and repealing Ordinance No. G-1339.

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

Section 78-31 of the Code of the City of Pittsburg, Kansas, is hereby amended to read:

SECTION 1: For the purpose of regulating traffic within the corporate limits of the City of Pittsburg, Kansas, that certain Traffic Ordinance known as, “Standard Traffic Ordinance for Kansas Cities”, Edition of 2023, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, is incorporated herein by reference; except such parts as supplemented, deleted or changed by Sections 78-39 [Sec.13 Traffic Control Signal Legend], 78-32 [Sec. 32 Speed Limitations; Basic Rule], 78-33 [Sec. 33 Maximum Speed Limits], 78-34 [Sec. 20 Play Streets, Sec.21 Traffic Lanes, Sec. 50 Right, Left & U-Turns at Intersections: Sec. 119 Parades & Processions, Sec. 120 Driving through Procession, Sec. 136 Use of Coasters, Roller Skates & Similar Devices Restricted], 78-35 [Sec 1 Definition: Traffic Infractions and Traffic Offenses], 78-37 [Sec. 19 Designation of Crosswalks and Safety Zones], 78-38 [Sec. 93 Parking Disabled and other vehicles] and 78-78 [Sec. 114.2 Unlawful operation of a Micro Utility Truck] of the Code of the City of Pittsburg, Kansas. Not less than 3 copies of said Standard Traffic Ordinance shall be marked or stamped “Official Copy, as adopted by Ordinance No. G-1352”; with all sections or portions thereof intended to be omitted or changed clearly marked to show such change or omission and to which shall be attached a copy of this Ordinance and filed with City Clerk to be open for inspection and available to the public at all reasonable hours. The Police Department, Municipal

Judge and all administrative departments of the City charged with the enforcement of the Ordinance, shall be supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked as may be deemed expedient.

SECTION 2: Section 13 of the Standard Traffic Ordinance is also amended to read as follows:

Sec. 13. Traffic-Control Signal Legend. Whenever traffic is controlled by traffic-control signals exhibiting different colored lights, or colored lighted arrows, successively one at a time or in combination, only the colors green, red and yellow shall be used, except for special pedestrian signals carrying a word legend, and said lights shall indicate and apply to drivers of vehicles and pedestrians as follows:

(a) **Green Indication.**

- (1) Vehicular traffic facing a circular green signal may proceed straight through or turn right or left, unless a sign at such place prohibits either such turn; but vehicular traffic, including vehicles turning right or left, shall yield the right-of-way to other vehicles and to pedestrians lawfully within the intersection or an adjacent crosswalk at the time such signal is exhibited.
- (2) Vehicular traffic facing a green arrow signal, shown alone or in combination with another indication, may enter the intersection cautiously only to make the movement indicated by such arrow, or such other movement as is permitted by other indications shown at the same time. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.
- (3) Unless otherwise provided by a pedestrian control signal, as provided in Section 14, pedestrians facing any green signal, except when the sole green signal is a turn arrow may proceed across the roadway within any marked or unmarked crosswalk.

(b) **Steady Yellow Indication.**

- (1) Vehicular traffic facing a steady circular yellow or yellow arrow signal is hereby warned that the related green movement is being terminated or that a red indication will be exhibited immediately thereafter when vehicular traffic shall not enter the intersection. Vehicular traffic shall stop before entering the intersection unless so close to the intersection that a stop cannot be made in safety.

- (2) Pedestrians facing a steady circular yellow or yellow arrow signal, unless otherwise directed by a pedestrian-control signal as provided in Section 14, are thereby advised that there is insufficient time to cross the roadway before a red indication is shown and no pedestrian shall then start to cross the roadway.

(c) **Steady Red Indication.**

- (1) Vehicular traffic facing a steady circular red or red arrow signal alone shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection or if none, then before entering the intersection, and shall remain standing until an indication to proceed is shown, except as provided in paragraphs (2) and (3) of this subsection. Any turn provided for in said paragraph (2) and (3) shall be governed by the applicable provisions of Section 49 of this ordinance.
- (2) Unless a sign is in place prohibiting a turn, vehicular traffic facing a steady red signal may cautiously enter the intersection to make a right turn after stopping as required by paragraph (1) of this subsection. After stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection or junction of roadways. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.
- (3) Unless a sign is in place prohibiting a turn, vehicular traffic upon a roadway restricted to one-way traffic facing a steady red signal at the intersection of such roadway with another roadway restricted to one-way traffic which is proceeding to the left of such vehicular traffic, may cautiously enter the intersection to make a left turn after stopping as required by paragraph (1) of this subsection. After stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection or junction of roadways. Such vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other-traffic lawfully using the intersection.
- (4) Unless otherwise directed by a pedestrian-control signal as provided in Section 14, pedestrians facing a steady circular red or red arrow signal alone shall not enter the roadway.

- (d) In the event an official traffic-control signal is erected and maintained at a place other than an intersection, the provisions of this section shall be

applicable except as to those provisions which by their nature can have no application. Any stop required shall be made at a sign or marking on the pavement indicating where the stop shall be made, but in the absence of any such sign or marking the stop shall be made at the signal. (K.S.A. 8-1508)

SECTION 3: Ordinance No. G-1339 of the City of Pittsburg, Kansas, is hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication in the official city paper.

PASSED AND APPROVED BY THE GOVERNING BODY OF PITTSBURG,
KANSAS, this ____ day of _____, 2023.

Mayor – Ronald Seglie

ATTEST:

Tammy Nagel, City Clerk

(SEAL)

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 16, 2023

SUBJECT: Agenda Item – August 22nd 2023
Final Payment and Change Order No. 1
2022 Sanitary Sewer Line 7B Rehabilitation Project

The contractor, Tri-Star Utilities INC., of Independence, Kansas, has completed all work on the 2022 Sanitary Sewer Line 7B Rehabilitation Project and is now requesting final payment. They have also submitted Change Order No. 1 for consideration. This change order covers the 25 LF point repair between manhole 7B-21 and manhole 7B-20, additional grouting of all 11 manholes prior to lining, and lining manhole 7B-15 and manhole 7B-18. The adjustment reflects an increase of \$55,700.00, making a new contract construction amount of \$945,116.00. This project is funded through the Wastewater Collections Operating Budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 22nd, 2023? Action necessary will be approval or disapproval of Change Order No. 1 and for final payment to Tri-Star Utilities INC. in the amount of \$64,594.16

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

Attachments: Earls Engineering final approval letter
Final Payment Application
Change Order Documents

Earles Engineering & Inspection, Inc.

Civil & Structural Engineers · Construction Inspectors · Surveyors

116 N Augustus St.; McPherson, Kansas 67460

Phone: (785) 309-1060 Fax: (785) 309-1061

211 N. Kansas Ave.; Liberal, Kansas 67901

Phone: (620) 626 -8912 Fax: (620) 626-5408

112 W 4th St.; Pittsburg, Kansas 66762

Phone: (620) 308-5577

WOMEN OWNED MINORITY FIRM -

email: earlesinc@earleseng.com

web: earlesengineering.com

August 15, 2023

City of Pittsburg

201 W 4th St

Pittsburg, KS 66762

Attn.: Matt Bacon, PWD

RE: Final Approval

2022 Sanitary Sewer Line 7B Rehabilitation Project

Dear Sirs:

This letter is written to inform you that we, as the construction inspectors of record, have reviewed all the final check list items and they have been corrected to our satisfaction and we believe the project is complete.

Earles Engineering & Inspection, Inc.

Peter W Earles

Peter W. Earles, P.E.

CEO

CONTRACTOR'S APPLICATION FOR PAYMENT

No.

4

REC'D:

To City of Pittsburg, KS (OWNER)
 Contract for 2022 Sanitary Sewer Line 7B Rehabilitation Project
 OWNER's Project No. ENGINEER's Project No.
 For Work accomplished through the date of 8/8/2023

BY:

Page 1 of Pages

CONTRACT DATE:

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner	Additions		Deductions
	Number	Date Approved	
	1		55,700.00
Totals			55,700.00
Net change by Change Orders			\$ 55,700.00

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM \$ 889,416.00
 Net change by Change Orders \$ 55,700.00
 CONTRACT SUM TO DATE \$ 945,116.00
 TOTAL COMPLETED & STORED TO DATE \$ 945,116.00
 RETAINAGE 0% Work Completed \$ -
 RETAINAGE Materials on Hand
 TOTAL EARNED LESS RETAINAGE \$ 945,116.00
 LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ (880,521.84)
 CURRENT PAYMENT DUE \$ 64,594.16

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Application for Payment numbered 1 through inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as covered by Bond acceptable to OWNER)

Dated 8/16/23 Tri-Star Utilities, Inc.
 By Luth Bechtel CONTRACTOR

APPROVED BY OWNER

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.
 Dated 8/16/23 Earl E. Smith
 By Earl E. Smith ENGINEER

By APR
 Title: DIRECTOR OF PUBLIC WORKS
 Date: 8-16-23

Bid Item No.	Bid Item Description	Quant.	Unit	Unit Price	Previous Work Complete			Work Complete This Period			Completed Work		
		Bid			Quant. Comp.	% Compl.	Ext. Price	Quant. Comp.	% Compl.	Ext. Price	Total Units	% Comp.	Extended Price
GENERAL													
	Mobilization												
	Erosion Control	1	LS	\$ 112,000.00	1	100%	\$ 112,000.00		0%	\$ -	1.00	100%	\$ 112,000.00
		1	LS	\$ 10,000.00	1	100%	\$ 10,000.00		0%	\$ -	1.00	100%	\$ 10,000.00
	Clearing & Grubbing	1	LS	\$ 18,000.00	1	100%	\$ 18,000.00		0%	\$ -	1.00	100%	\$ 18,000.00
SEWER LINE REHABILITATION													
	24" Sanitary Sewer Pipe Lining (Circle Type: CIPP FIPP)	395	LF	\$ 160.00	395	100%	\$ 63,200.00		0%	\$ -	395.00	100%	\$ 63,200.00
	27" Sanitary Sewer Pipe Lining (Circle Type: CIPP FIPP)	676	LF	\$ 190.00	676	100%	\$ 128,440.00		0%	\$ -	676.00	100%	\$ 128,440.00
MANHOLE REHABILITATION													
	5' Dia. Concrete MH (22, 21, 20, 17, & 16) (Circle Type: Epoxy Cementitious)	75	VF	\$ 500.00	75		\$ 37,500.00			\$ -	75.00	100%	\$ 37,500.00
ADD ALTERNATE #1 - 2022 SS LINING PROJECT LINE 7B - MH's 22-21, 20-19 & 19-18													
SEWER LINE REHABILITATION													
	27" Sanitary Sewer Pipe Lining (Circle Type: CIPP FIPP)	1485	LF	\$ 168.00	1485	100%	\$ 249,480.00		0%	\$ -	1485.00	100%	\$ 249,480.00
	5' Dia. Concrete MH (19) (Circle Type: Epoxy Cementitious)	15	VF	\$ 500.00	15	100%	\$ 7,500.00		0%	\$ -	15.00	100%	\$ 7,500.00
ADD ALTERNATE #2 - 2022 SS LINING PROJECT LINE 7B - MH's 18-17, 16-15, 15-14, & 14-13A													
SEWER LINE REHABILITATION													
	27" Sanitary Sewer Pipe Lining (Circle Type: CIPP FIPP)	1472	VF	\$ 168.00	1472	100%	\$ 247,296.00		0%	\$ -	1472.00	100%	\$ 247,296.00
	5' Dia. Concrete MH (14 & 13A) (Circle Type: Epoxy Cementitious)	32	LF	\$ 500.00	32	100%	\$ 16,000.00		0%	\$ -	32.00	100%	\$ 16,000.00
CO1	Spot Repair	1	LS	\$ 21,200.00				1	100%	\$ 21,200.00	1.00	100%	\$ 21,200.00
CO1	Grout seams	18	EA	\$ 800.00				18	100%	\$ 14,400.00	18.00	100%	\$ 14,400.00
CO1	Grout Pickup Holes	22	EA	\$ 50.00				22	100%	\$ 1,100.00	22.00	100%	\$ 1,100.00
CO1	2 more MH Rehab	38	VF	\$ 500.00				38	100%	\$ 19,000.00	38.00	100%	\$ 19,000.00

Total Construction Cost: \$ 945,116.00
Material on Hand: \$ -
Completed & Stored to date: \$ 945,116.00
Retainage: \$ -
Total Due: \$ 945,116.00
Less Previous Payments: (880,521.84)
Total Due This Estimate: \$ 64,594.16

Change Order No. 1

Date of Issuance: _____ Effective Date: _____
 Owner: City of Pittsburgh Owner's Contract No.: _____
 Contractor: Tri-Star Utilities, Inc. Contractor's Project No.: _____
 Engineer: Earles Engineering & Inspection, Inc. Engineer's Project No.: 23-412 (22-307)
 Project: 2022 Sanitary Sewer Line 7B Rehabilitation Project Contract Name: _____

The Contract is modified as follows upon execution of this Change Order:

Description: 25 LF Point Repair between MH 7B-21 and MH 7B-20 (Approx. 350' from MH 7B-21). Additional grouting of all 11 manholes prior to lining. Add MH 7B-15 and MH 7B-18 to be lined (38 VF).

Attachments: Contractor's requests.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 889,416.00	Original Contract Times: Substantial Completion: <u>100</u> Ready for Final Payment: <u>110</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ 889,416.00	Contract Times prior to this Change Order: Substantial Completion: <u>100</u> Ready for Final Payment: <u>110</u> days or dates
Increase of this Change Order: \$ 55,700.00	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ 945,116.00	Contract Times with all approved Change Orders: Substantial Completion: <u>100</u> Ready for Final Payment: <u>110</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: Project Manager	Title: _____	Title: <u>Corp Secretary</u>	
Date: 6/29/2023	Date: _____	Date: <u>6/30/23</u>	

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: August 16, 2023

SUBJECT: August 22, 2023 Agenda Item
Jolly Fox Brewery revised amortization schedule

On December 11, 2018, the Pittsburg city commission approved a \$200,000 loan to support the Jolly Fox Brewery, an estimated \$2.4 million project that opened in fall 2019. The loan was to be repaid over seven years at 5% interest.

While the Jolly Fox Brewery made several scheduled payments after opening, the pandemic and other issues have made it difficult for the business to stay on schedule. As such, following a discussion with representatives of the Jolly Fox Brewery, the Economic Development Advisory Committee (EDAC) has recommended a revised amortization schedule that will allow the Jolly Fox Brewery to make interest only payments for the next year, then will allow the company to pay off the loan over seven years at 5% interest as originally proposed beginning in September 2024.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, August 22, 2023. Action being requested is the approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

RLF FUND 271 - Jolly Fox 301 S. Broadway

Joel Stewart

Loan Amount	\$ 200,000.00
Amortization Calc	\$ 200,000.00
Annual Interest Rate	5.0000%
Term of Loan in Years	7
First Payment Date	9/1/2023
Frequency of Payment	Monthly
Payment (per period)	\$2,844.04

Owner-Joel Stewart

AR ACT# 71-0040

P GL# 271-000.000-032.049

I GL# 271-000.000-502.000

Summary

Rate (per period)	0.417%
Total Payments	247,224.48
Total Interest	47,224.48
Principal Balance	200,000.00
Balance Full Term	247,224.48
Past Due	0.00
Most Recent Payment	6/28/2021
Penalties (unapplied)	-

Amortization Schedule

No.	Due Date	Payment Due	Additional Payment	Interest	Principal	Balance	Payment	Pay Date
				-		200,000.00		
	9/1/2023	accrued interest		833.33		200,000.00		
	10/1/2023	accrued interest		833.33		200,000.00		
	11/1/2023	accrued interest		833.33		200,000.00		
	12/1/2023	accrued interest		833.33		200,000.00		
	1/1/2024	accrued interest		833.33	-	200,000.00		
	2/1/2024	accrued interest		833.33	-	200,000.00		
	3/1/2024	accrued interest		833.33	-	200,000.00		
	4/1/2024	accrued interest		833.33	-	200,000.00		
	5/1/2024	accrued interest		833.33	-	200,000.00		
	6/1/2024	accrued interest		833.33	-	200,000.00		
	7/1/2024	accrued interest		833.33	-	200,000.00		
	8/1/2024	accrued interest		833.33	-	200,000.00		
1	9/1/2024	2,844.04		833.33	2,010.71	197,989.29		
2	10/1/2024	2,844.04		824.96	2,019.08	195,970.21		
3	11/1/2024	2,844.04		816.54	2,027.50	193,942.71		
4	12/1/2024	2,844.04		808.09	2,035.95	191,906.77		
5	1/1/2025	2,844.04		799.61	2,044.43	189,862.34		
6	2/1/2025	2,844.04		791.09	2,052.95	187,809.39		
7	3/1/2025	2,844.04		782.54	2,061.50	185,747.89		
8	4/1/2025	2,844.04		773.95	2,070.09	183,677.80		
9	5/1/2025	2,844.04		765.32	2,078.72	181,599.08		
10	6/1/2025	2,844.04		756.66	2,087.38	179,511.71		
11	7/1/2025	2,844.04		747.97	2,096.07	177,415.63		
12	8/1/2025	2,844.04		739.23	2,104.81	175,310.82		
13	9/1/2025	2,844.04		730.46	2,113.58	173,197.25		
14	10/1/2025	2,844.04		721.66	2,122.38	171,074.86		
15	11/1/2025	2,844.04		712.81	2,131.23	168,943.63		
16	12/1/2025	2,844.04		703.93	2,140.11	166,803.52		
17	1/1/2026	2,844.04		695.01	2,149.03	164,654.50		
18	2/1/2026	2,844.04		686.06	2,157.98	162,496.52		
19	3/1/2026	2,844.04		677.07	2,166.97	160,329.55		
20	4/1/2026	2,844.04		668.04	2,176.00	158,153.55		
21	5/1/2026	2,844.04		658.97	2,185.07	155,968.48		
22	6/1/2026	2,844.04		649.87	2,194.17	153,774.31		
23	7/1/2026	2,844.04		640.73	2,203.31	151,571.00		

24	8/1/2026	2,844.04	631.55	2,212.49	149,358.50
25	9/1/2026	2,844.04	622.33	2,221.71	147,136.79
26	10/1/2026	2,844.04	613.07	2,230.97	144,905.82
27	11/1/2026	2,844.04	603.77	2,240.27	142,665.55
28	12/1/2026	2,844.04	594.44	2,249.60	140,415.95
29	1/1/2027	2,844.04	585.07	2,258.97	138,156.98
30	2/1/2027	2,844.04	575.65	2,268.39	135,888.59
31	3/1/2027	2,844.04	566.20	2,277.84	133,610.76
32	4/1/2027	2,844.04	556.71	2,287.33	131,323.43
33	5/1/2027	2,844.04	547.18	2,296.86	129,026.57
34	6/1/2027	2,844.04	537.61	2,306.43	126,720.14
35	7/1/2027	2,844.04	528.00	2,316.04	124,404.10
36	8/1/2027	2,844.04	518.35	2,325.69	122,078.41
37	9/1/2027	2,844.04	508.66	2,335.38	119,743.03
38	10/1/2027	2,844.04	498.93	2,345.11	117,397.92
39	11/1/2027	2,844.04	489.16	2,354.88	115,043.04
40	12/1/2027	2,844.04	479.35	2,364.69	112,678.34
41	1/1/2028	2,844.04	469.49	2,374.55	110,303.80
42	2/1/2028	2,844.04	459.60	2,384.44	107,919.36
43	3/1/2028	2,844.04	449.66	2,394.38	105,524.98
44	4/1/2028	2,844.04	439.69	2,404.35	103,120.63
45	5/1/2028	2,844.04	429.67	2,414.37	100,706.26
46	6/1/2028	2,844.04	419.61	2,424.43	98,281.83
47	7/1/2028	2,844.04	409.51	2,434.53	95,847.29
48	8/1/2028	2,844.04	399.36	2,444.68	93,402.62
49	9/1/2028	2,844.04	389.18	2,454.86	90,947.75
50	10/1/2028	2,844.04	378.95	2,465.09	88,482.66
51	11/1/2028	2,844.04	368.68	2,475.36	86,007.30
52	12/1/2028	2,844.04	358.36	2,485.68	83,521.62
53	1/1/2029	2,844.04	348.01	2,496.03	81,025.59
54	2/1/2029	2,844.04	337.61	2,506.43	78,519.16
55	3/1/2029	2,844.04	327.16	2,516.88	76,002.28
56	4/1/2029	2,844.04	316.68	2,527.36	73,474.92
57	5/1/2029	2,844.04	306.15	2,537.89	70,937.02
58	6/1/2029	2,844.04	295.57	2,548.47	68,388.55
59	7/1/2029	2,844.04	284.95	2,559.09	65,829.47
60	8/1/2029	2,844.04	274.29	2,569.75	63,259.72
61	9/1/2029	2,844.04	263.58	2,580.46	60,679.26
62	10/1/2029	2,844.04	252.83	2,591.21	58,088.05
63	11/1/2029	2,844.04	242.03	2,602.01	55,486.04
64	12/1/2029	2,844.04	231.19	2,612.85	52,873.19
65	1/1/2030	2,844.04	220.30	2,623.74	50,249.46
66	2/1/2030	2,844.04	209.37	2,634.67	47,614.79
67	3/1/2030	2,844.04	198.39	2,645.65	44,969.15
68	4/1/2030	2,844.04	187.37	2,656.67	42,312.48
69	5/1/2030	2,844.04	176.30	2,667.74	39,644.74
70	6/1/2030	2,844.04	165.19	2,678.85	36,965.89
71	7/1/2030	2,844.04	154.02	2,690.02	34,275.87
72	8/1/2030	2,844.04	142.82	2,701.22	31,574.65
73	9/1/2030	2,844.04	131.56	2,712.48	28,862.17
74	10/1/2030	2,844.04	120.26	2,723.78	26,138.39
75	11/1/2030	2,844.04	108.91	2,735.13	23,403.26
76	12/1/2030	2,844.04	97.51	1,072.59	22,330.67
77	1/1/2031	2,844.04	93.04	2,751.00	19,579.67
78	2/1/2031	2,844.04	81.58	2,762.46	16,817.21
79	3/1/2031	2,844.04	70.07	2,773.97	14,043.24
80	4/1/2031	2,844.04	58.51	2,785.53	11,257.71

81	5/1/2031	2,844.04		46.91	2,797.13	8,460.58
82	6/1/2031	2,844.04		35.25	2,808.79	5,651.79
83	7/1/2031	2,844.04		23.55	2,820.49	2,831.30
84	8/1/2031	2,843.10		11.80	2,831.30	(0.00)

INTEROFFICE MEMORANDUM

To: Mayor, City Commissioners, Daron Hall, Tammy Nagel

From: Megan Keener, HCV Program Manager

CC: Kim Froman, Director of Community Development and Housing

Date: August 15th, 2023

Subject: Agenda Item: August 22nd, 2023 – Tenant Based Rental Assistance (TBRA) Security Deposit Grant Application

The City of Pittsburg is requesting approval to submit a grant application for the 2023 Tenant Based Rental Assistance (TBRA) program, made available through the Kansas Housing Resource Corporation (KHRC) in the amount of \$100,000. The program funds will provide an estimated 210 extremely low-low income households with security deposit assistance. Our office will help with security deposit equal to for one month of rent, with a maximum grant amount of \$800 to each household. The grant funds will be available to income qualifying applicant within the city limits of Pittsburg and are paid directly to the property owners.

The administration funding to administer the TBRA program is 7% of the grant award. The grant award amount of \$100,000 would provide administration funding in the amount of \$7,000 distributed over the three-year grant period.

The Pittsburg Public Housing Authority (PHA) under the department of Community Development & Housing has been an administrator of the TBRA program a total of thirteen grant periods, with the most recent award of \$50,000 in 2022. The PHA has just completed the 2020 TBRA grant that served 158 families and 361 individuals. We are currently working with the funds from the 2021 TBRA grant and we have assisted 31 families so far with security deposit assistance.

Would you please place this item on the City Commission agenda for August 22nd, 2023? Action necessary will be approval to submit the TBRA grant application to the Kansas Housing Resource Corporation and, if approved, to have the Mayor sign all required documents.

Sincerely,



Megan Keener
Housing Choice Voucher (HCV) Program Manager

KANSAS HOUSING

Tenant Based Rental Assistance 2023 Application

2023 TBRA Applicants:

For the 2023 TBRA application round, the amount of funding that a grantee may apply for is \$400,000. The administration will be awarded as 7% above the granted amount; however, 2023 contracts will not pay administration funds that are not drawn during the grant period. Unexpended admin funds may be converted to subsidy, at KHRC's discretion.

Additionally, the maximum number of months for a set up/tenant will be 12 months. As usual, tenants are eligible for recertification at the 12-month mark.

Eligible Applicants

HOME Program funds for the Tenant Based Rental Assistance program will be made available through a competitive application process. Eligible entities are local units of government, public housing authorities, and non-profit agencies. Applicants must have demonstrated experience managing a tenant based rental assistance program.

TENANT BASED RENTAL ASSISTANCE (TBRA)

2023 APPLICATION

AVAILABLE FUNDING: \$1,800,000

Applicant/Agency: City of Pittsburg, Kansas

A. Application Process

1. Submittal Requirements

The Kansas Housing Resources Corporation (KHRC) must receive the application before 4:00 p.m. on Thursday August 31, 2023. An acknowledgment (receipt) will be provided upon request. Applications submitted via mail or other delivery system should be sent using that company's return receipt process, as this will be your notice that the application has been received. Submit the application package to:

Kansas Housing Resources Corporation

Attn: TBRA Program Manager

611 S. Kansas Avenue, Suite 300

Topeka, Kansas 66603-3803

or

via email :

TBRA@kshousingcorp.org

2. Eligible Applicants

HOME Program funds for the Tenant Based Rental Assistance program will be made available to local units of government, public housing authorities, and non-profit agencies on a competitive basis. Applicants must have demonstrated experience managing a tenant based rental assistance program.

3. Standard Application Forms

In an effort to provide the required information to the review team, to reduce required paperwork, and to encourage all eligible applicants to participate, only applications on standard forms will be considered. A complete set of forms must be submitted.

B. Application Instructions

1. Applications must include the following:

- Funding Summary (form provided in Application)
- Statement of Assurances and Certifications (form provided in Application)
- Narratives – Project Need and Project Impact
- Budget Worksheet
- Administrative Plan, **must include Violence Against Women Act (VAWA) procedures if applying for a subsidy program**

2. The applicants should review the entire application form and instructions before beginning to prepare the application. Applicants must submit one original of the application.

3. Only information received by the Kansas Housing Resources Corporation prior to the application deadline will be considered in the selection process. Failure to submit required information will be grounds for rejection of the application.

C. Ratings Criteria (750 Points Maximum)

1. Project Need (300 points maximum)

Applicants will receive up to 300 points based on comparison with other TBRA Project Need descriptions according to the following criteria: The application should provide identification and documentation of how the level of need for the TBRA request was determined by the applicant. Information should include the number of families on the current waiting list, the number of families currently receiving assistance, the total population and per capita income of the community, the proposed program tenants who fall at or below 30% of the median income, the proposed number of homeless, disabled, elderly, or single parent households, and those paying over 50% of their income for rent.

2. Project Impact (300 points maximum)

Applicants will receive up to 300 points based on comparison with other TBRA Project Impact descriptions according to the following criteria: The applicant must describe how the program design addresses the identified need, how this program will enhance the community, and how this program will further the intent of providing housing to very-low income persons. The number of Section 8 or TBRA tenants from the/a previous year who moved to a Section 8 program or to self-sufficiency should be indicated. Other measures of success for previous tenants who received rental subsidies but later moved to self-sufficiency may be indicated. If services are offered in conjunction with rental assistance (e.g., homeless case management, disability support services, etc.) those services and the populations receiving them should be described. Note that participation in offered services *cannot* be a requirement for receiving TBRA.

3. Capacity (100) Points

Administrative Plans will be evaluated. Areas reviewed will include the minimum requirements for the Administrative Plan indicated in the KHRC TBRA Policy. Points will be awarded for rental housing experience, administrative support for previous TBRA grant awards (if applicable), proposed marketing efforts to the proposed geographical area, and accuracy of reports if previous TBRA grant awards have been made. Compliance review issues for existing TBRA grantees will be considered.

4. Non-Local HOME Areas (50) Points

Applicants in non- Local HOME Participating Jurisdictions (local PJs) will receive a funding preference. Within the HOME Program, the cities of Topeka, Lawrence, Wichita, Kansas City and Johnson County are considered local PJs. Local PJs receive HUD HOME funding directly. Applicants outside of these jurisdictions will receive 50 points. (NOTE: Applications serving local HOME PJs are restricted to serving special populations as identified in the Kansas Consolidated Plan.)

TENANT BASED RENTAL ASSISTANCE FUNDING SUMMARY

APPLICANT DATA

Name of Applicant : City of Pittsburg, Kansas

Contact Person: Megan Keener, Housing Manager

Telephone/Email: Area Code (620) Telephone 230-5572 E-mail megan.keener@pittks.k

Contact Address: 216 N Broadway, Ste G

City/Zip Code: Pittsburg, KS 66762

<input checked="" type="checkbox"/>	Local government	U.S. Congressional District(s)*	<u>2</u>
<input checked="" type="checkbox"/>	Public Housing Authority (PHA)	State Senate District*	<u>12</u>
<input type="checkbox"/>	Non-Profit	State Representative District*	<u>3</u>
<input type="checkbox"/>	For-profit	*Districts for agency city/county location only	

<input type="checkbox"/>	TBRA Proposed Activities	Total Proposed Households	(UNITS)
<input type="checkbox"/>	Rental Subsidies	Rental Subsidy	<u> </u>
<input checked="" type="checkbox"/>	Security Deposits	Security Deposit Subsidy	<u>210</u>
<input type="checkbox"/>	Utility Deposits*	Utility Deposit Subsidy*	<u> </u>

**Utility Deposit cannot be used as a stand-alone activity. Must be utilized with rental subsidy, security deposit subsidy, or both.*

Total funding requested \$ 100,000

Has applicant previously been awarded a HOME Grant?						Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Year	2022	\$ 50,000	Year	2021	\$ 100,000	Year	2020	\$ 90,000
Year	2019	\$ 100,000	Year	2018	\$ 100,000	Year	2017	\$ 100,000
FUNDING HISTORY-MOST RECENT TBRA GRANT (IF APPLICABLE)*								
Check if not APPLICABLE <input type="checkbox"/>								
data for grant award <u>2021</u> (Provide Grant Year)* January 1-December 31 <u>2021</u> (List Year)* (DATA BELOW FOR ONE CALENDAR YEAR JANUARY –DECEMBER AND ONE GRANT AWARD ONLY)*								
Total Tenant Households (UNITS) Served to Date from ONE Grant Award FOR ONE Calendar Year (Only)						<u>28</u>		
Average TBRA Rental Subsidy Paid Per Unit			\$ <u> </u>		Total Household UNITS Receiving Rental Subsidies		(Total Number) <u> </u>	
Average TBRA Security Deposit Paid Per Unit			\$ <u>650</u>		TOTAL HOUSEHOLD UNITS Receiving Security Deposit Subsidies		(Total Number) <u>28</u>	
Average TBRA Utility Deposit PAID PER UNIT (Provided with Rental Subsidy and/or Security deposit)			\$ <u> </u>		TOTAL Household UNITS Receiving Utility Deposit Subsidies		(Total Number) <u> </u>	

Project Summary

Please provide a brief description of the project. Describe how the proposed project is consistent with the Consolidated Plan. (See "Certification of Consistency" or "How to Use the Plan.")

Please see TBRA Attachments

Please provide your TBRA Tenant Selection Policy (24 CFR 92.209 (c) that is included in your Administrative Plan.

Please see TBRA Attachments

Estimated number of tenant **households** (total families/units) who will benefit from the proposed 2023 TBRA Program: 210

Estimated number of **persons** (including children in households) who will benefit from the proposed 2023 Program: 515

2023		
Proposed TBRA Targeted Populations		
Please indicate the proposed number of participants who you think will fall within the following categories		
Category	Number	Percent to be Served (Percentages may involve a duplicate count).
Homeless	110	23%
Single Parent Households	100	38%
Special Populations to be served, if applicable (Elderly, People with Mental Illness, SPMI, other specific disabilities.)	Specific Special Populations to be Served: <u>Elderly & Disabaled</u> Numbers of each proposed Specific Special Population: <u>Elderly - 90</u> <u>Disabled - 90</u>	15%
Paying more than 30% for rent	75	15%
Paying more than 50% for rent	50	10%

Number of households currently on your waiting list for rental housing subsidy (Section 8)

439

How many months does your waiting list average? # 2-3

List proposed number of tenant households to be served with 2023 grant funding:

Median income to be served: 51%-60% 10 (# of households total)

31%-50% 50 (# of households total)

0%-30% 150 (# of households total)

Census Per Capita Income for proposed county(ies) (refer to www.census.gov/quickfacts/):

County Crawford Per Capita Income \$26,149 Median Income \$45,191

County _____ Per Capita Income _____ Median Income _____

County _____ Per Capita Income _____ Median Income _____

*If the applicant serves more than three counties list the three most representative counties within the area served.

Agency administering the grant. Give the experience level of the administrator. _____

Please see TBRA Attachments

PROJECT SUMMARY

TBRA HOME Program funds requested (do not include 7% Administrative Fee): \$ 100,000

Maximum amount requested cannot exceed \$400,000.

FURTHERING FAIR HOUSING

All applicants who receive a grant award must affirmatively further fair housing. Title VII and Executive Order 11063 requirements apply to all recipients, regardless of community size and/or racial/ethnic characteristics. The fair housing provisions apply to the community as a whole and pertain to the sale or rent of housing, the financing of housing, and the provision of brokerage services. *MEANINGFUL STEPS TO FURTHER FAIR HOUSING MUST BE TAKEN.* Such steps must be documented and will be monitored by the Kansas Housing Resources Corporation.

Marketing Procedures

Describe your Marketing Plan for the proposed geographical area served. Please list all area newspapers, television stations, and radio stations in your area where you plan to advertise the availability of the TBRA program. Marketing efforts must take place in all geographical service areas. Marketing via referrals only, local presentations, or exclusive use of a waiting list are not considered effective marketing techniques. Press releases must be provided (possibly e-mailed) to all media within the jurisdiction of the grantee.

	Name	City
Newspapers	The Morning Sun - The Joplin Globe	Pittsburg, KS - Joplin, MO/Region
Television Stations	KOAM/Fox 14 - KODE - KSN - Cable Tv	Pittsburg/Joplin - The Four State Region
Radio Stations	KKOW - KSEK	Pittsburg/ The Four State Region
Other	City of Pittsburg Website & Facebook - Service Providers	Pittsburg Area

OTHER ATTACHMENTS

- ☒ A detailed project location map must be attached to each application.
- ☒ Letters of commitment indicating support for the proposed TBRA Program and/or all proposed sources of non-federal matching/leveraging funds.
- ☒ TBRA Project Budget Form.
- ☒ Housing Administrative Plan
- ☒ Uniform Grant Guidance, 2 CFR 200, Subpart F, may require nonfederal entities to have a single or program-specific audit conducted for any year in which the nonfederal entity expends \$750,000 or more combined from all federal sources. Medicare and Medicaid are not considered federal awards. A copy of the applicant agency's latest fiscal year's audit including findings must be included with the TBRA application.
- ☐ Check here if audit report is not required due to applicant agency expending less than \$750,000 annually in federal funding.

Applicant: City of Pittsburg, KS

CERTIFICATIONS

The applicant certifies that the information contained in the Application Summary is true and correct and the appropriate governing body has duly authorized the document. The applicant agrees that, if approved, this, with the attached Certifications, will become a part of the agreement for activities and services authorized under the HOME Investment Partnerships Program.

Name: Ron Seglie, M.D.
Title: Mayor, City of Pittsburg
Date: August 22, 2023

Name: Kim Froman
Title: Director of CD & Housing
Date: August 22, 2023

Signature: _____

Signature: _____

Signature of Chief Elected Official

Date

If the applicant is a non-profit entity and not a local unit of government, the Executive Director and a Board member must sign the application.

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

Signature of Executive Director

Date

Signature of Board Member

Date

Applicant: City of Pittsburg, KS

**TENANT BASED RENTAL ASSISTANCE
BUDGET WORKSHEET**

2023 PROPOSED BUDGET FOR <u>ESTIMATED</u> PROGRAM HOUSEHOLDS					
	Number of Bedrooms				
	1	2	3	4	5+
(1) Estimated Housing Cost (equals HUD FMR payment standard for county served. If more than one county is served use the FMR for one county in your jurisdiction)					
(2) Average Monthly Adjusted Income x 0.30					
(3) Est. Monthly Subsidy Cost [(1) minus (2)]					
(4) Enter number of months (24 months)					
(5) Total Per Household Cost [(3) x (4)]					
(6) Enter estimated number of families (households) to be assisted					
(7) Basic Cost by BR Size [(5) x (6)]					
(8) Per Household Security Deposit Cost	\$700	\$900	\$1200	\$1250	\$1250
(9) Estimated Number of Security Deposit Households	80	80	40	10	0
(10) Total Estimated Per Household Security Deposit cost [(8) x (9)]	\$56,000	\$72,000	\$48,000	\$12,500	0
(11) Per Household Utility Deposit Cost					
(12) Estimated Number of Utility Deposit Households (utility deposits must be provided with either rental subsidies or security deposits. They are not a "stand alone" activity)					
(13) Total Utility Deposit Costs [(11) x (12)]					
(14) Total Security and Utility Deposit Costs [(10) + (13)]	\$56,000	\$72,000	\$48,000	\$12,500	0
(15) Total Cost by BR Size [(7) + (13)]					
(16) Total Estimated Cost (Add all costs in Row (14) Do not include 7% Administrative Fee Provided by KHRC)					\$188,500

Applicant: City of Pittsburg, KS

**TENANT BASED RENTAL ASSISTANCE
PROJECT NARRATIVES**

The following describes the criteria and information for an applicant to apply for 2023 HOME TBRA funds. All applicants shall complete the HOME Funding Summary. The remainder of the application shall consist of four sections: (1) Project Need, (2) Project Impact, (3) Capacity, (4) Map/description of geographical jurisdiction served. Narratives for these sections shall be typed on standard letter-sized paper with appropriate headings and subcategories.

1. Project Need – Applicants must identify and document the need in the community or jurisdiction for TBRA. Information in the narrative should include the following:
 - a. Per capita income from the U.S. census for the city/county jurisdiction served. Reference: www.quickfacts.census.gov.
 - b. Number of families on the current waiting list for housing assistance in the community and the approximate amount of time a family waits on the list to be assisted.
 - c. Tenant data-Number of families to be served who are below 50% of the area Median Income, homeless or rent burdened (paying more than 50% of their income for rent or paying more than 30% of their income for rent).
 - d. Description of any special population needs within the geographic area (elderly, disabled, handicapped, etc.)
 - e. Number and percentage of homeless and single-parent households in applicant's service area.
 - f. Description of any other rental subsidy program(s) operating in the service area.
2. Project Impact – Applicants must describe how TBRA addresses the needs described in the Project Need narrative. Information should include:
 - a. The number of households (families) and total number of individuals including children as well as a list of specific counties that will receive the proposed assistance.
 - b. Timeline describing the initial distribution of assistance to the final commitment of funds during the proposed three-year grant award funding.
 - c. Description of the plan for continued assistance for families after the end of the program (Section 8, self-sufficiency, etc.)
 - d. List impact (self-sufficiency) in terms of tenants who have moved in a previous year from the TBRA program to Section 8 or who no longer qualify for assistance due to an increase in income level.
 - e. Description of other methods to be used to measure the success of the program.

3. Capacity

- a. Administrative Plan –The Plan must be attached and must meet minimum standards established in the KHRC TBRA Policy.
- b. Rental Housing Capacity- The agency must have administrative support for the program, a history of rental housing administration and a proposed marketing plan that covers the geographical jurisdiction and is not limited to agency referrals, local presentations, etc. If applicant is a previous TBRA grantee, compliance issues and attempts to resolve issues should be described.

4. Non-Local HOME Area

- a. A map of the jurisdiction served must be provided.
- b. Applicants serving areas outside Local HOME Participating Jurisdictions (local PJs) will receive a funding preference. The cities of Topeka, Lawrence, Wichita, and Kansas City, and Johnson County are considered local PJs. Applicants outside of these jurisdictions will receive 50 points. (NOTE: Applications serving local PJs are restricted to serving special populations, as identified in the Kansas Consolidated Plan.)

Statement of Assurances & Certifications

The grantee hereby assures and certifies with respect to the grant that:

1. It possesses legal authority to make application and to execute a housing program.
2. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement, and to provide such additional information as may be required.
3. That prior to submission of its application to the Kansas Housing Resources Corporation (KHRC), the grantee has met the citizen participation requirements, prepared its application and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
4. It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities that benefit low-income families.
5. Its chief executive officer or other officer of the grantee approved by the KHRC:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a); and
 - b. Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.
6. The loan will be conducted and administered in compliance with:
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part I;
 - b. Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provisions of brokerage service. Title VII and Executive Order 11063 requirements apply to all recipients, regardless of community size and/or racial/ethnic characteristics. The fair housing provisions apply to the community as a whole and pertain to the sale or rent of housing, the financing of housing, and the provision of brokerage services. *MEANINGFUL STEPS TO FURTHER FAIR HOUSING MUST BE TAKEN.* Such steps must be documented and will be monitored by the Kansas Housing Resources Corporation;
 - c. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.602);
 - d. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135;
 - e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

- f. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
 - g. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
 - h. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
 - i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and the implementing regulations at 24 CFR 570.488;
 - j. Anti-displacement and relocations plan requirement of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
 - k. Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended;
 - l. The labor standards requirements as set forth in 24 CFR 92.354 and HUD regulations issued to implement such requirements;
 - m. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
 - n. The regulations, policies, guidelines, and requirements of 2 CFR 200 as it relates to the acceptance and use of federal funds under this federally assisted program; and
 - o. The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation and telecommunications.
7. The conflict of interest provisions of 24 CFR 92.356 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification.
 8. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
 9. It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.
 10. It will comply with the lead paint requirements of 24 CFR Part 35.
 11. The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with HOME funds by assessing properties owned and occupied by low and moderate income persons unless:
 - a. HOME funds are used to pay the proportion of such assessment that related to non-HOME funding, or
 - b. The local government certifies to the state that for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient HOME funds to comply with the provision of a. above.

12. It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for HOME funding.
13. It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.
14. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously, as well as with other applicable laws.

The grantee hereby certifies it will comply with the above stated assurances.

Signature,

(Authorized local elected official if grantee is a governmental entity, or authorized Executive Director if grantee is a non-profit agency)

Ron Seglie, M.D.

Name (typed or printed)

Mayor, City of Pittsburg

Title

City of Pittsburg/Pittsburg Public Housing Authority

Applicant Agency/Housing Authority

August 22, 2023

Date

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Jay Byers, Deputy City Manager
CC: Tammy Nagel, City Clerk
Date: 8/16/2023
Subject: Sustainability Advisory Committee Board Appointments

Please place on the City Commission agenda for 8/22/23 a request for approval of the staff recommendation to appoint Elliott Rowland and Chad Mishmash to an initial two-year term as members on the Sustainability Advisory Committee effective immediately and to conclude December 31, 2024.



RECEIVED

MAY 17 2023

Pittsburg City Clerk

City of Pittsburgh Sustainability Advisory Committee

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Commission and made available to the press and public

☐ I am a current member seeking reappointment to the Board.

☒ I am seeking a first term as a member of the Board.

Name: Chad Mishmash

Home Address: 1317 E Quincy St. Pittsburg

Occupation: Dir. of External Engagement, PSU Econ Dev. & Comm. Engagement

Business Address: 402 N Broadway Ste. B

Home Telephone: 6202389455

Business Telephone: 6202354920

E-mail: cmishmash@pittstate.edu

Are you a resident of Pittsburg? Yes

If yes, how long have you lived in Pittsburg: Lifetime

Current occupation (within last 12 months)

Same as above

Previous Committee/Commission Experience:

- Currently serve on the PSU Sustainability Committee

Education/Experience: A resume may be attached containing this and any other information what would be helpful in evaluating your application.

BA Political Science, PSU & MBA, PSU - 2023
1998

Professional and/or community service activities:

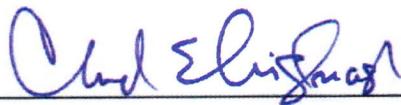
- Worked with city leadership in the past..
Currently work w/ community ~~and~~ leaders.

Please explain your reasons for wishing to serve on this committee and how you feel that you may contribute:

Bring greater connectivity to the PSU & City sustainability work. Complement our work & bridge gaps, as well as engage stakeholders in the city, county, and region.
→ I am applying for this position at the request of Dr. Shipp to enhance our connectivity.

Meetings are held at City Hall on the 3rd Tuesday of each month at 5:30 p.m. at City Hall

Appointments to this position may require you to file a Conflict of Interest Disclosure Statement, which is of public record.



Signature of Applicant

5/17/23

Date

If you have any questions regarding the appointment procedure, please call the City Clerk at (620)230-5532.

Please return your completed application to:

City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762
tammy.nagel@pittks.org



RECEIVED

MAY 17 2023

Pittsburg City Clerk

Sustainability Advisory Committee

APPLICATION FOR APPOINTMENT

Note: Your application will be copied for the City Commission and made available to the press and public.

☐ I am a current member seeking reappointment to the Board.

☒ I am seeking a first term as a member of the Board.

Name: Elliott Rowland

Home Address: 517 Hobson Drive, Pittsburg

Mailing Address: —

Occupation: HVAC Controls Specialist, Pittsburg State University

Business Address: 1701 S. Broadway, Pittsburg

Home Telephone: (417) 499-4233

Business Telephone: (620) 235-4702

E-mail: erowland @ pittstate . edu

Are you a resident of Pittsburg? YES If yes, how long have you lived in Pittsburg: 16 YEARS

Current occupation (within last 12 months): HVAC Controls Specialist at PSU

Business interest in the last 12 months: I do not own a business.

Previous Committee/Commission Experience: I have served on the

PSU Sustainability Committee since 2021.

Education/Experience: A resume may be attached containing this and any other information that would be helpful in evaluating your application.

BSET in Electronics from PSU
(2010), MS Physics from PSU (2012), Sustainability Leadership Certificate
from PSU (2020)

Professional and/or community service activities: I did serve on active
duty in the USAF from 2003-2007, but I do not otherwise
have a record of community service.

Please explain your reasons for wishing to serve on this committee/commission and how you feel that you may contribute: I wish to gain experience in sustainability
to help further my career. I'm competent and motivated,
and I wish to contribute my time and energy to the Committee.

The Sustainability Advisory Committee meets at City Hall on the 2nd Wednesday of each month at 5:30 p.m. Appointment to this position may require you to file a Conflict of Interest Disclosure Statement, which is a public record.

Signature of Applicant: _____



Date: 5/17/2023

If you have any questions regarding the appointment procedure, please contact the City Clerk by phone at (620)230-5532 or by email at tammy.nagel@pittks.org.

Please return your completed application on or before Noon on November 30th, 2022, to:

City of Pittsburg
Attn: City Clerk
PO Box 688
Pittsburg, KS 66762

To: Daron Hall, City Manager

From: Jay Byers, Deputy City Manager

Date: August 16, 2023

Subject: DebtBook License Agreement

New rules from the Government Accounting Standards Board (GASB) and the demands of our annual audit have increased the tracking and reporting requirements on our debt instruments (bonds and leases). A recent regulation has also made it necessary to provide more detailed audit reporting on our software licenses.

To assist in our accounting of these items, last year we began using DebtBook software, and it has proven to be beneficial both for our internal recordkeeping and analysis and with our auditors. Also, DebtBook includes an additional module that will assist in tracking our software licenses. We see DebtBook as an important system of record in our financial reporting, and we have an opportunity to realize savings by entering into a three-year licensing agreement.

Please place this on the Commission agenda for 8/22/23. We are asking the City Commission to approve a three-year license agreement with DebtBook.

Jay Byers
Deputy City Manager

RENEWAL ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide [CLIENT NAME] ("**Customer**") with the Services subject to the terms established in this Order Form, including DebtBook's Price Quote attached as **Exhibit A** and incorporated herein by this reference (the "**DebtBook Quote**").

On and after the Effective Date listed below, this Order Form supersedes and replaces the Order Form previously executed and delivered by DebtBook and the Customer (the "**Original Order Form**"). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook's General Terms & Conditions, which were provided to Customer in connection with the execution and delivery of the Original Order Form (the "**Terms & Conditions**"), and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Form Details	
Effective Date: 10/1/2023	Billing Frequency: Annually
Initial Term End Date: 9/30/2026	Payment Terms: Net 30
Initial Pricing Tier: Tier 3	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer's access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer's applicable Pricing Tier, which is based on the total number and amount of the Customer's Application Obligations at the time of determination. DebtBook's current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer's Application Obligations during the Initial Term.

Implementation Services. At Customer's request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an "**Implementation Period**"). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer's Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer's Application Obligations implemented causes Customer's applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

Billing. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

PITTSBURG, KS

By: _____
Name: Tyler Traudt
Title: CEO

By: _____
Name: _____
Title: _____

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Executive Officer
account-management@debtbook.com

Notice Address

201 W. 4th St.
Pittsburg, KS 66762
Attention: Jay Byers
jay.byers@pittks.org

Billing Contact

SAME AS ABOVE

Exhibit A
DebtBook Quote

[See attached]



DebtBook Quote

Pittsburg, KS

201 W. 4th St.

Pittsburg, KS 66762

Allison Ramsey

Interim Finance Director

allison.ramsey@pittks.org

(620) 231-4100

Prepared By:

DebtBook

Josh Nassau-Young

Customer Success Manager

josh.nassau-young@debtbook.com

Notice Address:

PO Box 667950

Charlotte, NC 28266

Products & Services

Description	Qty	Annual Fee	Discount	Total
Implementation Charge: Tier 3 This represents the cost of our GUIDED GASB-96 Implementation process for your organization.	1	\$0 Year 1	-	\$0 Year 1 Cost
Subscription Charge: Tier 3 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$20,000 Year 1	(\$7,000)	\$13,000 Year 1 Cost
Subscription Charge: Tier 3 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$20,000 Year 2	(\$4,000)	\$16,000 Year 2 Cost
Subscription Charge: Tier 3 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$20,000 Year 3	-	\$20,000 Year 3 Cost

Total 3 Year Renewal Cost:

\$49,000

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE, made August____, 2023, modifies that certain Ground Lease dated September 7, 2022, (hereinafter the "Lease") by and between City of Pittsburg, Kansas, having an address at 201 W. 4th St., Pittsburg, Kansas 66762, hereinafter referred to as ("Landlord"), and Kansas #15 Limited Partnership, a Delaware limited liability partnership having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as ("Tenant").

WHEREAS, Landlord is the fee owner of property located at 910 Memorial Dr., Pittsburg, Kansas 66762 located in the City of Pittsburg, County of Crawford, State of Kansas, legally described in Exhibit A-1 attached hereto and incorporated by reference ("Landlord's Parcel").

WHEREAS, Landlord and Tenant, in their mutual interest desire to amend the Lease as set forth below accordingly.

NOW, THEREFORE, in consideration of these presents, the parties hereby agree that the Lease is now modified as follows:

- I. Lease Exhibit A is hereby deleted and replaced with the following attached Amendment Exhibit A-1.
- II. Lease Exhibit B is hereby deleted and replaced with the following attached Amendment Exhibit B-1.
- III. Except as amended herein, all other terms of the Lease remain unchanged and in full force and effect.

[END OF LEASE – SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

LANDLORD: City of Pittsburg, Kansas.

TENANT: Kansas #15 Limited Partnership,
Kansas #15 Limited Partnership
By: USCOC Nebraska/Kansas, Inc.
Its: General Partner

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

[NOTARY PAGE TO FOLLOW]

STATE OF KANSAS)
)
COUNTY OF CRAWFORD)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____ the _____ known to me to be the same person whose name is subscribed to the foregoing First Amendment to Ground Lease, appeared before me this day in person and acknowledged that he/she signed the said Amendment as his/her free and voluntary act on behalf of the City of Pittsburg for the uses and purposes therein stated.

Given under my hand and seal this _____ day of _____, 2023.

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, the Vice President of USCOC Nebraska/Kansas Inc., known to me to be the same person whose name is subscribed to the foregoing First Amendment to Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his/her authority, he/she signed the said Amendment as his/her free and voluntary act on behalf of USCOC Nebraska/Kansas, Inc., for the uses and purposes therein stated.

Given under my hand and seal this _____ day of _____, 2023.

Notary Public

My commission expires: _____

EXHIBIT A-1

Legal Descriptions

Landlord's Parcel

PARENT PARCEL DESCRIPTION:

(For reference only. Survey on parcel needed for complete legal description.)

North 1/2 Lying East of Highway 69, West of Olive Street, South of 20th Street, North of 12th Street and Northwest of Memorial Drive, ALSO Part of Vacated 15th Street, and Part of Vacated Olive Street, Section 19, Township 30, Range 25, Crawford County, Kansas.

PIN: 019-204-19-0-20-01-001.00-0

Leasehold Parcel:

LEASE AREA DESCRIPTION:

That part of the Northeast Quarter of Section 19, Township 30 South, Range 25 East of the 6th Principal Meridian, Crawford County, Kansas, and being more particularly described as follows:

Referring to the Center of said Section 19, a T-Rail found for corner; thence northerly, on a Grid bearing of North 02°27'23" West, on the West line of the Northeast Quarter of Section 19, 614.00 feet; thence departing said West line, easterly, North 89°55'26" East, 302.00 feet to the Point of Beginning for the described 55'x55' Lease Area; thence following the perimeter for the Lease Area on the following bearings and distances: easterly, North 88°10'49" East, 55.00 feet; thence southerly, South 01°49'11" East, 55.00 feet; thence westerly, South 88°10'49" West, 55.00 feet; thence northerly, North 01°49'11" West, 55.00 feet, to the Point of Beginning.

Containing a total calculated area of 3,025 square feet, or 0.069 acres, more or less.

Access & Utility Easement:

ACCESS/UTILITY & TURNAROUND EASEMENT DESCRIPTION:

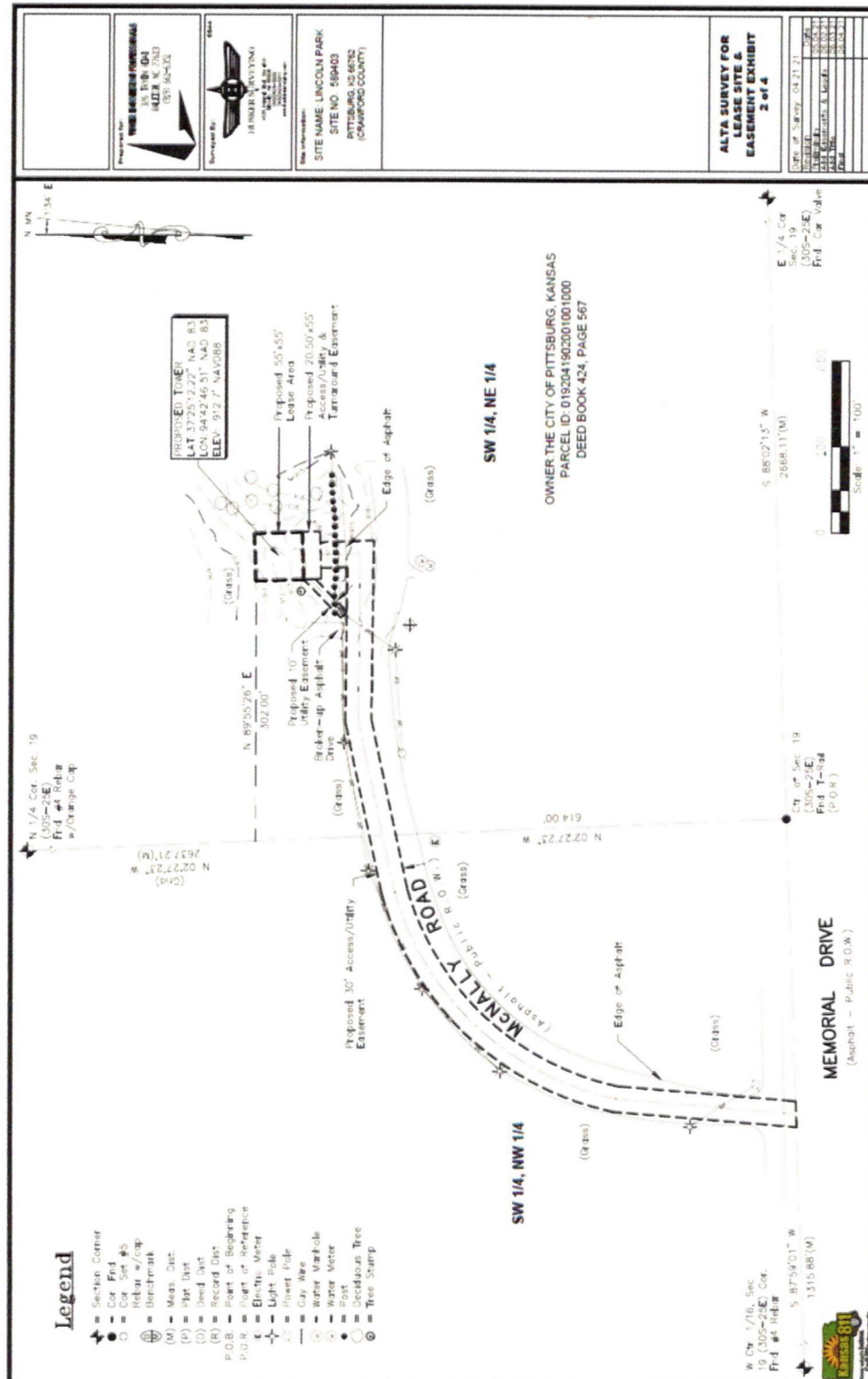
An Access/Utility and Turnaround Easement located in that part of the Northeast Quarter of Section 19, Township 30 South, Range 25 East of the 6th Principal Meridian, Crawford County, Kansas, and being more particularly described as follows:

Referring to the Center of said Section 19, a T-Rail found for corner; thence northerly, on a Grid bearing of North 02°27'23" West, on the West line of the Northeast Quarter of Section 19, 614.00 feet; thence departing said West line, easterly, North 89°55'26" East, 302.00 feet to the Northwest corner of the described 55'x55' Lease Area; thence following the perimeter of the Lease Area on the following bearings and distances: easterly, North 88°10'49" East, 55.00 feet; thence southerly, South 01°49'11" East, 55.00 feet, to the Point of Beginning for the described Access/Utility and Turnaround Easement; thence following the perimeter for the easement on the following bearings and distances: southerly, South 01°49'11" East, 20.50 feet; thence westerly, South 88°10'49" West, 55.00 feet; thence northerly, North 01°49'11" West, 20.50 feet, to the Southwest corner of the described 55'x55' Lease Area; thence easterly, North 88°10'49" East, on the South line of the Lease Area, 55.00 feet, to the point of beginning.

Containing a total calculated area of 1,128 square feet, or 0.026 acres, more or less.

EXHIBIT B-1

Site Plan



To: Daron Hall, City Manager

From: Jay Byers, Deputy City Manager

Date: August 4, 2023

Subject: Amendment to Antenna Collocation Agreement

At the June 27th City Commission meeting, an antenna collocation agreement was held at the request of the lessee to give their legal team more time for review. Their legal staff has reviewed the lease and is ready to have it executed. Please place this second amendment to the antenna collocation lease agreement between the city and Sprint Spectrum Realty on the agenda for the August 22nd City Commission meeting.

Jay Byers
Deputy City Manager

SECOND AMENDMENT TO ANTENNA COLLOCATION LEASE AGREEMENT

This Second Amendment to Antenna Collocation Lease Agreement (the “**Second Amendment**”) is effective as of the last signature below (the “**Effective Date**”), by and between the City of Pittsburg, Kansas, a municipal corporation (“**Lessor**”), and Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, successor in interest to Sprint Spectrum L.P. (successor by merger with Southwest PCS Properties, LLC) (“**Lessee**”) (each a “**Party**”, or collectively, the “**Parties**”).

Lessor and Lessee (or their predecessors-in-interest) entered into that certain Antenna Collocation Lease Agreement dated February 12, 2002, including that certain Amendment No. 1 to Antenna Collocation Lease Agreement dated November 28, 2017 (including all amendments, collectively, the “**Agreement**”) regarding the leased premises (“**Premises**”) located at 420 East 22nd Street, Pittsburg, Kansas 66762 (the “**Property**”).

For good and valuable consideration, Lessor and Lessee agree as follows:

1. At the expiration of the Agreement, the term of the Agreement will automatically be extended for two (2) additional and successive five (5) year terms, each included as Additional Renewal Term provided that Lessee may elect not to renew by providing Lessor at least thirty (30) days' notice prior to the expiration of the then current Additional Renewal Term.
2. At the commencement of the first Additional Renewal Term provided for in this Second Amendment, Lessee shall pay Lessor Fourteen Thousand and 00/100 Dollars (\$14,000.00) per year as Annual Rent, partial calendar year to be prorated in advance, by the fifth (5th) day of each calendar year. Thereafter, notwithstanding anything to the contrary in the Agreement, the Annual Rent will escalate by 12% on the first day of each Additional Renewal Term. Where duplicate Annual Rent would occur, a credit shall be taken by Lessee for any prepayment of duplicate Annual Rent by Lessee.
3. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Lessee:

Sprint Property Services
Sprint Site ID: KC04RW800
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, Kansas 66251-2650

If to Lessor:

City of Pittsburg, Kansas
PO Box 688
Pittsburg, Kansas 66762
Attn: City Manager

With a copy to:

Sprint Law Department
Sprint Site ID: KC04RW800
Attn.: Real Estate Attorney
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, Kansas 66251-2020

With a copy to:

City of Pittsburg, Kansas
PO Box 688
Pittsburg, Kansas 66762
Attn: City Clerk

4. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration with the exception of permitting fees where applicable.
5. Any charges payable under the Agreement other than Annual Rent shall be billed by Lessor to Lessee within twelve (12) months from the date in which the charges were incurred or due; otherwise, the same shall be deemed time-barred and be forever waived and released by Lessor.
6. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this Second Amendment conflicts with the terms of the Agreement, the terms and provisions of this Second Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.
7. This Second Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Second Amendment will legally bind the Parties to the same extent as originals.
8. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Second Amendment. Lessor represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of

Second Amendment. If Lessor is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Lessor is solely responsible for all commission, fees or other payment to Agent and (b) Lessor shall not impose any fees on Lessee to compensate or reimburse Lessor for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this Second Amendment or any future amendment.

9. This Second Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Second Amendment as of the Effective Date.

Lessor:

City of Pittsburg, Kansas, a municipal corporation

By: _____


Print Name: _____

Title: _____

Date: _____

Lessee:

Sprint Spectrum Realty Company, LLC, a Delaware limited liability company

By:  _____
DocuSigned by:
Bill Lam
8B34EDD91386435...

Print Name: Bill Lam _____

Title: Manager _____

Date: 7/26/2023 _____



VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 8/02/2023 THRU 8/16/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	8/10/2023			194072		
C-CHECK	VOID CHECK	V	8/10/2023			194074		
C-CHECK	VOID CHECK	V	8/10/2023			194075		
C-CHECK	VOID CHECK	V	8/10/2023			194100		
C-CHECK	VOID CHECK	V	8/10/2023			194101		
C-CHECK	VOID CHECK	V	8/10/2023			194102		
C-CHECK	VOID CHECK	V	8/10/2023			194103		
C-CHECK	VOID CHECK	V	8/10/2023			194104		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	8 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	8	0.00	0.00	0.00
BANK: * TOTALS:	8	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 8/02/2023 THRU 8/16/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0748	CONRAD FIRE EQUIPMENT							
I-568766	LIGHT, WELDON, LED MODULE	E	8/04/2023	236.05		019498		
I-568807	23" 3 PLY HOOD MAJESTIC	E	8/04/2023	845.32		019498		1,081.37
6528	GALE GROUP/CENGAGE							
I-81554331	BOOKS	E	8/04/2023	26.39		019499		
I-81578385	BOOKS	E	8/04/2023	27.19		019499		
I-81583468	BOOKS	E	8/04/2023	118.35		019499		
I-81589797	BOOKS	E	8/04/2023	47.18		019499		219.11
6740	ED M FELD EQUIPMENT COMPANY, I							
I-0420862-IN	HOLDER / REGULATOR / VALVE	E	8/04/2023	3,126.60		019500		
I-0425928-IN	CONSOLE GAUGE	E	8/04/2023	332.50		019500		3,459.10
8400	TK ELEVATOR CORPORATION							
I-3007362206	3RD QTR 2023	E	8/04/2023	4,005.76		019501		4,005.76
8467	WASTE CORPORATION OF KANSAS, L							
I-BL0000006722	WWTP: SEPTIC / LEACH	E	8/04/2023	327.39		019502		327.39
8560	SOUTHERN UNIFORM AND TACTICAL,							
I-148344-1	MISC UNIFORM SUPPLIES	E	8/04/2023	91.98		019503		
I-148739-1	MIST UNIFORM SUPPLIES	E	8/04/2023	155.88		019503		
I-152872-1	MISC UNIFORM SUPPLIES	E	8/04/2023	228.63		019503		
I-152995-1	MISC UNIFORM SUPPLIES	E	8/04/2023	155.28		019503		631.77
8708	NOTCH 8, LLC							
I-15247	MT OLIVE MAINTENANCE	E	8/04/2023	22,500.58		019504		22,500.58
8718	PENNY WENTE							
I-700103	BUNKER GEAR REPAIR	E	8/04/2023	95.00		019505		
I-700104	BUNKER GEAR REPAIR	E	8/04/2023	70.00		019505		165.00
8746	GUNNAR TONEY							
I-202308034740	FOUR OAKS SHELTER HOLE 5	E	8/04/2023	4,707.65		019506		4,707.65
8782	ED MILLER AUTO SUPPLY							
I-991865	HOSE AND COUPLER	E	8/04/2023	83.32		019507		
I-992667	PREC. SLT	E	8/04/2023	6.22		019507		
I-992771	SHOP SUPPLIES	E	8/04/2023	46.68		019507		136.22
0038	LEAGUE OF KANSAS MUNICIPALITIE							
I-7207	STANDARD TRAFFIC ORDINANCE	E	8/04/2023	1,422.18		019508		
I-7263	CITY ATTORNEY MEETING 2023	E	8/04/2023	120.00		019508		
I-7276	2023 ANNUAL CONFERENCE	E	8/04/2023	1,100.00		019508		
I-7277	2023 ANNUAL CONFERENCE	E	8/04/2023	355.00		019508		
I-7278	2023 ANNUAL CONFERENCE	E	8/04/2023	355.00		019508		3,352.18

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0055	JOHN'S SPORT CENTER, INC.							
I-20001	CC BASS: BOOTS	E	8/04/2023	146.99		019509		
I-20021	S RUSSELL: JEANS	E	8/04/2023	130.50		019509		277.49
0112	MARRONES INC							
I-W94064	FOAM CUPS	E	8/04/2023	58.99		019510		58.99
0292	UNIFIRST CORPORATION							
I-1920037951	BAGGED WIPERS	E	8/04/2023	85.90		019511		85.90
0328	KANSAS ONE-CALL SYSTEM, INC							
I-3070434	344 LOCATES @ \$1.20	E	8/04/2023	412.80		019512		412.80
0455	LARRY BARRETT BODY * FRAME * T							
I-10852	PD #1 REPAIR	E	8/04/2023	7,444.96		019513		
I-10877	CAR # 1: BATTERY	E	8/04/2023	378.00		019513		7,822.96
0534	TYLER TECHNOLOGIES INC							
I-130-137365	ENTERPRISE LAW ENF FIELD	E	8/04/2023	105.00		019514		105.00
0597	CORNEJO & SONS LLC							
I-669537	SCHLANGER: AB3	E	8/04/2023	248.47		019515		248.47
0700	NAMES AND NUMBERS							
I-1623348	MEM AUD: ADVERTISING	E	8/04/2023	1,339.20		019516		
I-1623351	MEM AUD: ADVERTISING	E	8/04/2023	324.00		019516		
I-1623352	MEM AUD: ADVERTISING	E	8/04/2023	172.80		019516		
I-1623354	MEM AUD: ADVERTISING	E	8/04/2023	626.40		019516		
I-1623355	MEM AUD: ADVERTISING	E	8/04/2023	648.00		019516		3,110.40
0704	NEPTUNE RADIATOR AND AUTO							
I-39740	VEHICLE #8	E	8/04/2023	2,939.56		019517		2,939.56
0753	COUNTY OF CRAWFORD							
I-2023-0308	PD EVAL	E	8/04/2023	150.00		019518		150.00
0829	CROWN PRODUCTS INC							
I-1057796	FUEL FILTERS	E	8/04/2023	1,726.10		019519		1,726.10
1150	INDUSTRIAL SALES CO INC							
I-1152395-000	PVC BALL VALVE	E	8/04/2023	148.08		019520		148.08
1792	B&L WATERWORKS SUPPLY, LLC							
I-006725	FORD REPAIR CLAMP	E	8/04/2023	4,376.15		019521		4,376.15

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2767	BRENNTAG SOUTHWEST, INC							
I-BSW480780	LIQUID CHLORINE	E	8/04/2023	3,992.00		019522		3,992.00
2960	PACE ANALYTICAL SERVICES LLC							
I-2360184132	LAB FEES 2023	E	8/04/2023	662.30		019523		
I-2360184268	LAB FEES 2023	E	8/04/2023	449.80		019523		
I-2360184395	LAB FEES 2023	E	8/04/2023	662.30		019523		
I-2360184938	LAB FEES 2023	E	8/04/2023	662.30		019523		
I-2360186160	LAB FEES 2023	E	8/04/2023	804.60		019523		
I-2360186722	LAB FEES 2023	E	8/04/2023	662.30		019523		
I-2360187478	LAB FEES 2023	E	8/04/2023	662.30		019523		
I-2360187665	LAB FEES 2023	E	8/04/2023	662.30		019523		5,228.20
2994	COMMERCIAL AQUATIC SERVICE INC							
I-47306-1	POOL CHEMICALS	E	8/04/2023	261.50		019524		261.50
3802	BRENNTAG MID-SOUTH INC							
I-BMS463049	ALUMINUM SULFATE	E	8/04/2023	3,245.00		019525		3,245.00
4023	ZOLL MEDICAL CORPORATION							
I-03775228	AED	E	8/04/2023	1,683.68		019526		1,683.68
4307	HENRY KRAFT, INC.							
I-440840	MISC JANITORIAL SUPPLIES	E	8/04/2023	273.61		019527		
I-441439	MISC JANITORIAL SUPPLIES	E	8/04/2023	502.30		019527		775.91
5464	TURN-KEY MOBILE INC							
I-INV-70538	PD COMPUTER	E	8/04/2023	5,713.00		019528		
I-INV-70542	PD COMPUTER	E	8/04/2023	5,713.00		019528		
I-INV-70543	PD COMPUTER	E	8/04/2023	5,713.00		019528		
I-INV-70544	PD COMPUTER	E	8/04/2023	5,713.00		019528		
I-INV-70545	PD COMPUTER	E	8/04/2023	5,713.00		019528		
I-INV-70546	PD COMPUTER	E	8/04/2023	5,713.00		019528		
I-INV-70547	PD COMPUTER	E	8/04/2023	5,713.00		019528		
I-INV-70548	PD COMPUTER	E	8/04/2023	5,713.00		019528		45,704.00
5640	WELLPATH LLC							
I-INV0108344	INMATE HEALTHCARE	E	8/04/2023	36.00		019529		36.00
5855	STERICYCLE, INC.							
I-8004329654	LEC: SHREDDING	E	8/04/2023	275.28		019530		275.28
6630	PATRICK WALKER							
I-202308024726	APR 2023	E	8/04/2023	70.00		019531		
I-202308024727	MAY 2023	E	8/04/2023	70.00		019531		
I-202308024728	JUNE 2023	E	8/04/2023	70.00		019531		
I-202308024729	JULY 2023	E	8/04/2023	70.00		019531		
I-202308024730	AUG 2023	E	8/04/2023	70.00		019531		350.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6851	SCHULTE SUPPLY INC							
I-S1202493.001	CLAMP RANGE	E	8/04/2023	4,763.12		019532		
I-S1202493.003	CLAMP RANGE	E	8/04/2023	4,763.12		019532		
I-S1202493.005	CLAMP RANGE	E	8/04/2023	928.91		019532		10,455.15
7284	TRANSYSTEMS CORPORATION							
I-INV-0004149760	EAST QUINCY STREET PROJ	E	8/04/2023	29,085.88		019533		29,085.88
7407	LIMELIGHT MARKETING LLC							
I-5613	AUGUST 2023	E	8/04/2023	600.00		019534		600.00
7667	BRENT'S ELECTRIC, LLC							
I-2523	TRAILHEAD	E	8/04/2023	80.00		019535		
I-2524	EYE PHOTOCELL - LED	E	8/04/2023	118.02		019535		198.02
7806	CORE & MAIN LP							
I-T205779	SENSUS METERS	E	8/04/2023	29,712.00		019536		29,712.00
7852	TRIA HEALTH, LLC							
I-0823-0122	AUG 2023	E	8/04/2023	1,494.12		019537		1,494.12
7900	CI TECHNOLOGIES, INC							
I-11821	ANNUAL MAINTENANCE	E	8/04/2023	1,768.68		019538		1,768.68
7959	ALL ABOARD FOUNDATION							
I-473	AUG 2023 LEASE	E	8/04/2023	2,598.56		019539		2,598.56
8046	CONVERGEONE, INC.							
I-PS239218	PROFESSIONAL SERVICES	E	8/04/2023	281.25		019540		281.25
8147	CHEM-AQUA, INC.							
I-8317756	WATER TREATMENT PROGRAM	E	8/04/2023	439.86		019541		439.86
8194	BAKER TILLY MUNICIPAL ADVISORS							
I-BTMA21069	GO 2013A ARB CALC	E	8/04/2023	3,100.00		019542		3,100.00
8206	LINDE INC							
I-37333589	LIQUID CARBON DIOXIDE	E	8/04/2023	4,162.40		019543		4,162.40
8246	BETHANY ANN BROOKS							
I-5314	LAND BANK MOWING	E	8/04/2023	874.00		019544		874.00
8337	BLACKSTONE AUDIO, INC.							
I-2109352	BOOKS	E	8/04/2023	40.49		019545		40.49

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8554	LACEY O'BRIEN							
I-1062	APR - JUN 2023 PD CARWASH	E	8/04/2023	1,279.00		019546		1,279.00
8604	PDQ INTERMEDIATE INC							
I-PDQUOTE34902	PDQ DEPLOY & INVENTORY	E	8/04/2023	5,100.00		019547		5,100.00
8729	NATHAN HUGHES							
I-202308034741	UMPIRE	E	8/04/2023	150.00		019548		150.00
8783	MICHEAL O'CONNOR							
I-202308034745	FIREFIGHTER 1 & 2 ACADEMY	E	8/04/2023	4,800.00		019549		4,800.00
6269	EDWARD SWOR							
I-202308074747	AUG 2023 HAP REIMBURSEMENT	E	8/08/2023	596.00		019550		596.00
8784	LABETTE BANK							
I-202308084748	2023 PIERCE PUMPER PAYMENT 1	E	8/09/2023	207,354.43		019551		207,354.43
7392	ASSURECO RISK MANAGEMENT & REG							
I-12674	AUG 2023 EPA RMP COMPLIANCE	E	8/11/2023	350.00		019552		350.00
8202	PETROLEUM TRADERS CORPORATION							
I-1908884	1971 DIESEL/5860 UNLEADED	E	8/11/2023	26,842.54		019553		26,842.54
8205	MRI SOFTWARE LLC							
I-MRIUS1609233	AUG 2023 MONTHLY LICENSE FEE	E	8/11/2023	520.00		019554		
I-MRIUS1610854	JULY 2023 FEE ACCOUNTING	E	8/11/2023	520.00		019554		1,040.00
8724	ASSURED PARTNERS CAPITAL, INC							
I-63776	PROP & LIAB INS	E	8/11/2023	3,750.00		019555		
I-63777	PROP & LIAB INS	E	8/11/2023	3,750.00		019555		7,500.00
8782	ED MILLER AUTO SUPPLY							
I-990966	STEERING WHEEL COVER	E	8/11/2023	17.99		019556		
I-991236	GREASE	E	8/11/2023	11.00		019556		
I-991332	IGNITION SWITCH	E	8/11/2023	24.29		019556		
I-991630	HYDRAULIC HOSE	E	8/11/2023	16.16		019556		
I-991755	FILTER	E	8/11/2023	31.12		019556		
I-992272	OIL	E	8/11/2023	70.26		019556		
I-992625	SHOP SUPPLIES	E	8/11/2023	57.56		019556		
I-992655	F450 SENSOR	E	8/11/2023	22.18		019556		
I-992682	DEGREASER	E	8/11/2023	33.99		019556		
I-992760	SHOP SUPPLIES	E	8/11/2023	9.29		019556		
I-992768	MISC SUPPLIES	E	8/11/2023	225.72		019556		519.56

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8792	A M CONSTRUCTION							
I-2532	SAW BLADE FOR VENT SAW	E	8/11/2023	299.99		019557		299.99
8793	FINELINE HR CONSULTING							
I-1393	ANTI-HARASSMENT TRAINING	E	8/11/2023	5,644.10		019558		5,644.10
0038	LEAGUE OF KANSAS MUNICIPALITIE							
I-7352	2023 LEAGUE CONFERENCE	E	8/11/2023	275.00		019559		275.00
0044	CRESTWOOD COUNTRY CLUB							
I-JULY31/23 KF	JULY 2023 DUES	E	8/11/2023	292.00		019560		292.00
0046	ETTINGERS OFFICE SUPPLY							
I-556241-0	HOUSING: MISC SUPPLIES	E	8/11/2023	111.98		019561		
I-556267-0	MISC OFFICE SUPPLIES	E	8/11/2023	89.95		019561		
I-556310-0	MISC SUPPLIES	E	8/11/2023	178.70		019561		380.63
0054	JOPLIN SUPPLY COMPANY							
I-S4767771.002	8IN MJ ACCESSORY PACK	E	8/11/2023	276.18		019562		
I-S4789204.001	SATINLESS REPAIR CLAMP	E	8/11/2023	3,278.52		019562		
I-S4790443.001	12IN SS REPAIR CLAMP	E	8/11/2023	4,510.86		019562		
I-S4794428.001	HYDRANT EXTENSION	E	8/11/2023	3,136.54		019562		11,202.10
0055	JOHN'S SPORT CENTER, INC.							
I-20014	BOOTS: ERIC JAMESON	E	8/11/2023	150.00		019563		150.00
0068	BROOKS PLUMBING LLC							
I-131657	CITY HALL: BOILER UNIT	E	8/11/2023	511.70		019564		511.70
0101	BUG-A-WAY INC							
I-121633	FD#2:PEST CONTROL	E	8/11/2023	30.00		019565		
I-123156	FD#3: PEST CONTROL	E	8/11/2023	30.00		019565		
I-124123	FD#3: PEST CONTROL	E	8/11/2023	30.00		019565		
I-124436	FD#1: PEST CONTROL	E	8/11/2023	60.00		019565		
I-124437	FD#3 : PEST CONTROL	E	8/11/2023	30.00		019565		
I-124440	FD#2: PEST CONTROL	E	8/11/2023	30.00		019565		
I-124755	303 MEMORIAL DR:PEST CONTROL	E	8/11/2023	55.00		019565		
I-124756	1301 N WALNUT:PEST CONTROL	E	8/11/2023	50.00		019565		
I-124764	1506 N WALNUT:PEST CONTROL	E	8/11/2023	55.00		019565		
I-125505	1506 N WALNUT:PEST CONTROL	E	8/11/2023	55.00		019565		425.00
0109	RANDY VILELA TRUCKING & HAULIN							
I-T72523	424 N CHESTNUT DEMO	E	8/11/2023	5,326.00		019566		5,326.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0133	JIM RADELL CONSTRUCTION COMPAN							
I-868	DIRECTIONAL DRILL	E	8/11/2023	15,000.00		019567		
I-869	714 E 7TH-MAIN BREAK	E	8/11/2023	2,358.00		019567		17,358.00
0142	HECKERT CONSTRUCTION CO INC							
I-7765	ASPHALT	E	8/11/2023	13,986.88		019568		13,986.88
0194	KANSAS STATE TREASURER							
I-202308104770	JUL 2023 COURT FEES	E	8/11/2023	2,647.50		019569		2,647.50
0207	PEPSI-COLA BOTTLING CO OF PITT							
I-702164	MACC: WATER FOR CONCESSIONS	E	8/11/2023	106.50		019570		106.50
0276	JOE SMITH COMPANY, INC.							
I-328614	CONCESSIONS	E	8/11/2023	535.77		019571		
I-328623	CONCESSIONS	E	8/11/2023	52.22		019571		
I-330126	CONCESSIONS	E	8/11/2023	244.77		019571		
I-330501	CONCESSIONS	E	8/11/2023	381.82		019571		
I-331227	CONCESSIONS	E	8/11/2023	457.21		019571		1,671.79
0294	COPY PRODUCTS, INC.							
I-469817	COPIER MAINTENANCE	E	8/11/2023	1,645.87		019572		1,645.87
0335	CUSTOM AWARDS, LLC							
I-23.348	NAME TAGS	E	8/11/2023	40.00		019573		40.00
0704	NEPTUNE RADIATOR AND AUTO							
I-39752	OIL CHANGE 2022 TRAVERSE	E	8/11/2023	107.94		019574		107.94
0711	HAYNES EQUIPMENT CO INC							
I-28640E	GRINDER PUMP STATION	E	8/11/2023	5,800.00		019575		5,800.00
0866	AVFUEL CORPORATION							
I-019063964	JET FUEL 7896.00	E	8/11/2023	28,601.12		019576		28,601.12
1030	FREDDY VAN'S INC							
I-10521	904 W 2ND DEMO	E	8/11/2023	5,000.00		019577		5,000.00
1478	KANSASLAND TIRE #1828							
I-30639	TIRE REPAIR	E	8/11/2023	770.88		019578		
I-30652	TIRES	E	8/11/2023	874.40		019578		
I-30673	TIRES	E	8/11/2023	685.20		019578		
I-30913	TIRE REPAIR	E	8/11/2023	21.00		019578		2,351.48

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1792	I-006810	B&L WATERWORKS SUPPLY, LLC FORD INSERTS/COUPLINGS	E	8/11/2023	2,846.62	019579		2,846.62
2035	I-115597	O'BRIEN ROCK CO., INC. CONCRETE	E	8/11/2023	1,943.01	019580		1,943.01
2921	I-DP2303010	DATAPROSE LLC JULY 23 FEES	E	8/11/2023	5,615.76	019581		5,615.76
3261	I-6399	PITTSBURG AUTO GLASS DRIVER & PASS SIDE GLASS F150	E	8/11/2023	650.00	019582		650.00
3571	I-135075	LARRY'S DIESEL REPAIR LLC SERVICE BUCKET TRUCK	E	8/11/2023	450.00	019583		450.00
4618	I-202308104765	TRESA LYNNE MILLER JUL 2023 PROBATION FEE	E	8/11/2023	857.50	019584		857.50
5420	I-0058524-IN	AQUIONICS INC ARC TUBE	E	8/11/2023	3,584.68	019585		3,584.68
5648	I-AUG 2023	JASON WISKE 2023 COURT SERVICE FEE	E	8/11/2023	1,000.00	019586		1,000.00
6389	I-1596894-00	PROFESSIONAL TURF PRODUCTS LP MASTER CYLINDER ASM	E	8/11/2023	318.07	019587		318.07
6851	I-S1202420.001	SCHULTE SUPPLY INC DRAIN SPADE	E	8/11/2023	167.79	019588		
	I-S1202492.001	12X20 STAINLESS REPAIR	E	8/11/2023	928.91	019588		1,096.70
7128	I-L03433	SWABY MFG URETHANE ROTOR	E	8/11/2023	1,060.00	019589		
	I-LO3256	REPLACEMENT PARTS LOBELINE	E	8/11/2023	5,346.00	019589		
	I-LO3345	LOBELINE PUMP PARTS	E	8/11/2023	5,060.00	019589		11,466.00
7239	I-08-18-2023	JERRY MILLER AUG2023 AWOS	E	8/11/2023	425.00	019590		425.00
7620	I-1220032222	POMP'S TIRE SERVICE INC MISC SHOP SUPPLIES	E	8/11/2023	362.20	019591		362.20
7629	I-16743	EARLES ENGINEERING & INSPECTIO HUDSON & ENGLISH STORM	E	8/11/2023	4,925.00	019592		
	I-16745	27TH STREET ENGINEERING	E	8/11/2023	19,900.00	019592		
	I-16746	FD#2 PAVEMENT REPLACEMENT	E	8/11/2023	2,965.00	019592		
	I-16747	SW INDUST LIFT STATION	E	8/11/2023	3,900.00	019592		
	I-16748	SURVEY	E	8/11/2023	2,500.00	019592		34,190.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7744	DARREN L SWARTZ							
I-202308104778	FM TOKEN REFUND	E	8/11/2023	109.00		019593		109.00
7749	CHARLIE PHILLIPS							
I-202308104773	FM TOKEN REFUND	E	8/11/2023	230.00		019594		230.00
7806	CORE & MAIN LP							
I-T195051	SENSUS METERS	E	8/11/2023	40,000.00		019595		40,000.00
7940	JOHN D BOZICH							
I-202308104769	AUG 2023 FARMERS MARKET	E	8/11/2023	24.00		019596		24.00
8046	CONVERGEONE, INC.							
I-PS240066	PROFESSIONAL SERVICES	E	8/11/2023	225.00		019597		225.00
8103	ANDY ROBERTS							
I-202308104776	FM TOKEN REFUND	E	8/11/2023	255.00		019598		255.00
8200	PLUNKETT'S PEST CONTROL INC							
I-8108082	JULY 2023 PEST CONTROL	E	8/11/2023	556.25		019599		
I-8154649	AUG 2023 PEST CONTROL	E	8/11/2023	580.97		019599		1,137.22
8246	BETHANY ANN BROOKS							
I-5332	LAND BANK MOWING	E	8/11/2023	866.00		019600		866.00
8309	MISSISSIPPI LIME COMPANY							
I-1682977	QUICKLIME CALCIUM OXIDE	E	8/11/2023	8,728.38		019601		8,728.38
8326	KAYLYN HITE							
I-AUG 2023	2023 COURT SERVICE FEE	E	8/11/2023	1,000.00		019602		1,000.00
8629	DAVID LEON GIEFER							
I-202308104774	AUG 2023 FM TOKEN REFUND	E	8/11/2023	54.00		019603		54.00
8649	UPLINK, LLC							
I-10101	CITY HALL SECURITY	E	8/11/2023	27.00		019604		
I-10161	KIDDIELAND SECURITY	E	8/11/2023	27.00		019604		54.00
8790	RAVEN COPELAND PROPERTIES LLC							
I-202308084752	RLF REIMBURSEMENT	E	8/11/2023	24,260.00		019605		24,260.00
8729	NATHAN HUGHES							
I-202308114782	UMPIRE	E	8/14/2023	100.00		019606		100.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0516	AMERICAN CONCRETE CO INC							
I-90499757	1411 S PINE ST	R	8/03/2023	438.00		194052		
I-90500447	CONCRETE	R	8/03/2023	431.00		194052		869.00
6545	CENTER POINT INC							
I-2028451	BOOKS	R	8/03/2023	24.00		194053		24.00
4263	COX COMMUNICATIONS KANSAS LLC							
I-202308024731	FD # 3: MONTHLY SERVICE	R	8/03/2023	78.21		194054		78.21
4263	COX COMMUNICATIONS KANSAS LLC							
I-202308034733	PD: MONTHLY SERVICE	R	8/03/2023	99.70		194055		99.70
1	CROSS, SUSAN							
I-202308034738	CROSS, SUSAN:	R	8/03/2023	400.00		194056		400.00
0375	WICHITA WATER CONDITIONING							
I-686938	PAC: WATER	R	8/03/2023	321.04		194057		321.04
0226	KDOR LIQUOR TAX							
I-202308034736	LUQUOR DRINK TAX RETURN	R	8/03/2023	10.70		194058		10.70
7945	LUCKY-BUT LAWN CARE, LLC							
I-12776	SCHLANGER: MAINTENANCE	R	8/03/2023	153.75		194059		
I-12817	SCHLANGER: MAINTENANCE	R	8/03/2023	146.75		194059		300.50
8417	FRED LUNDIEN							
I-202308034743	UMPIRE	R	8/03/2023	175.00		194060		175.00
8640	MAIN STREET AXE COMPANY LLC							
I-202308034744	CORPORATE CHALLENGE	R	8/03/2023	300.00		194061		300.00
8507	PITTSBURG PUBLISHING COMPANY,							
I-2938	ROP DISPLAY	R	8/03/2023	15.00		194062		15.00
7480	RODGER PETRAIT							
I-202308034742	UMPIRE	R	8/03/2023	125.00		194063		125.00
0175	REGISTER OF DEEDS							
I-202308034732	110 N WALNUT: DEED FILING	R	8/03/2023	21.00		194064		21.00
7270	SECURITY 1ST TITLE, LLC							
I-OE005089	110 N WALNUT: DEED PREP	R	8/03/2023	75.00		194065		75.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8375 I-23500	TRASH HOG LLC 1920 S OLIVE	R	8/03/2023	400.00		194066		400.00
1 I-202308034734	STATE OF KANSAS DCF	R	8/03/2023	13,076.06		194067		13,076.06
5589 I-9940300084	CELLCO PARTNERSHIP CITY I-PADS	R	8/03/2023	96.93		194068		96.93
8789 I-202308044746	OLIVE SULLIVAN EVENT SETTLEMENT	R	8/04/2023	2,703.38		194069		2,703.38
1 I-202308094758	ABELL, THERESA ABELL, THERESA:	R	8/10/2023	60.00		194070		60.00
6952 I-639505695 I-639505916	ADP INC ADP FEES ADP FEES	R R	8/10/2023 8/10/2023	2,202.00 2,093.45		194071 194071		4,295.45
0523 I-202308094759	AT&T MONTHLY SERVICE	R	8/10/2023	12,146.00		194073		12,146.00
8278 I-08-02-2023	GERSON BOCANEGRA 3 HR OF INTERPRETER SERVICE	R	8/10/2023	75.00		194076		75.00
8755 I-202308104772	CAROL GOOD AUG 2023 FM TOKEN REFUND	R	8/10/2023	107.00		194077		107.00
1 I-202308104771	CLAUSEN, KIM CLAUSEN, KIM:	R	8/10/2023	2.00		194078		2.00
4263 I-202308084750	COX COMMUNICATIONS KANSAS LLC MEM AUDITORIUM MONTHLY SERVICE	R	8/10/2023	36.75		194079		36.75
4263 I-202308094761	COX COMMUNICATIONS KANSAS LLC MONTHLY SERVICE	R	8/10/2023	696.63		194080		696.63
4263 I-202308094762	COX COMMUNICATIONS KANSAS LLC MONTHLY SERVICE	R	8/10/2023	387.69		194081		387.69
7517 I-202308094760	CRAW-KAN TELEPHONE COOPERATIVE MONTHLY SERVICE 7-1 TO 7-31-23	R	8/10/2023	1,249.95		194082		1,249.95

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE: 8/02/2023 THRU 8/16/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0375	I-690235	WICHITA WATER CONDITIONING HOUSING WATER	R	8/10/2023	10.50	194083		10.50
1	I-202308094756	DCF EWAP PMT DCF EWAP PMT:	R	8/10/2023	10,704.81	194084		10,704.81
8791	I-FBN4810084	ENTERPRISE FM TRUST FLEET PAYMENT	R	8/10/2023	2,333.30	194085		
	I-FBN4810630	FLEET PAYMENT	R	8/10/2023	8,479.90	194085		
	I-FBN4811932	FLEET PAYMENT	R	8/10/2023	1,560.00	194085		12,373.20
8430	I-2898971-000	EQUIPMENTSHARE.COM, INC CASE VALVE PRESSURE	R	8/10/2023	381.06	194086		
	I-2939406-000	CASE TUBE HYDRAULIC	R	8/10/2023	170.00	194086		551.06
1108	I-202308094764	EVERGY KANSAS CENTRAL INC MONTHLY SERVICE	R	8/10/2023	24,810.13	194087		24,810.13
4108	I-IN-1417769	INLAND TRUCK PARTS CO BEARING KIT	R	8/10/2023	2,009.97	194088		2,009.97
1	I-202308084753	JONES, SKYLAR JONES, SKYLAR:	R	8/10/2023	50.00	194089		50.00
8794	I-202308104766	MAKENZIE ASHLYNNE GREY FM ENTERTAINMENT	R	8/10/2023	350.00	194090		350.00
1	I-202308094757	MARTSCHING, CATHY MARTSCHING, CATHY:	R	8/10/2023	480.00	194091		480.00
8636	I-116899	M L & S INC PULLEY, GROMMET, SPINDLES	R	8/10/2023	563.21	194092		
	I-116900	BELT-PULLEY	R	8/10/2023	188.86	194092		752.07
6367	I-070423B	NATIONAL FLEET TESTING SERVICE ANNUAL INSPECTIONS	R	8/10/2023	1,010.00	194093		
	I-070423C	ANNUAL INSPECTIONS	R	8/10/2023	945.00	194093		1,955.00
8252	I-202308104775	PERRY SUMMY FM TOKEN REFUND	R	8/10/2023	325.00	194094		325.00
3434	I-3943244	PITTSBURG SUNRISE ROTARY ROMINE:JUN-DEC 2023 DUES	R	8/10/2023	168.75	194095		168.75

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8534	ALL AMERICAN SPORTS CORP							
I-951821645	T-SHIRTS 2023 PROGRAMS	R	8/10/2023	945.60		194096		
I-951825068	T-SHIRTS 2023 PROGRAMS	R	8/10/2023	468.85		194096		
I-951864218	SHIRTS FOR CAMP	R	8/10/2023	435.55		194096		
I-951879058	T-SHIRTS 2023 PROGRAMS	R	8/10/2023	82.00		194096		1,932.00
1	SHETLER, LEVI							
I-202308104777	FM TOKEN REFUND	R	8/10/2023	222.00		194097		222.00
1	SWITZ, ANN							
I-202308104779	SWITZ, ANN:	R	8/10/2023	50.00		194098		50.00
5589	CELLCO PARTNERSHIP							
I-9940953986	SPECIAL CIRCUITS	R	8/10/2023	369.20		194099		
I-9940984130	CITY CELL PHONES	R	8/10/2023	14,152.52		194099		14,521.72
8417	FRED LUNDIEN							
I-202308114780	UMPIRE	R	8/11/2023	75.00		194105		75.00
7480	RODGER PETRAIT							
I-202308114781	UMPIRE	R	8/11/2023	75.00		194106		75.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	47	109,563.20	0.00	109,563.20
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	109	709,613.28	0.00	709,613.28
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: 80144TOTALS:	156	819,176.48	0.00	819,176.48
BANK: 80144 TOTALS:	156	819,176.48	0.00	819,176.48

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3294	JOHN R SMITH							
I-08/2023-100129E	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	700.00		019491		700.00
3668	MID AMERICA PROPERTIES OF PITT							
I-08/2023-100557E	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	1,158.00		019492		1,158.00
6298	L. KEVAN SCHUPBACH							
I-08/2023-100423E	HOUSING ASSITANCE PAYMENT	E	8/02/2023	1,029.00		019493		1,029.00
6464	PRO X PROPERTY SOLUTIONS, LLC							
I-08/2023-100909E	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	1,040.00		019494		1,040.00
6916	STILWELL HERITAGE & EDUCATIONA							
I-08/2023-100577E	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	173.00		019495		173.00
8080	SUNNYVALE INVESTMENT PROPERTIE							
I-08/2023-100941E	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	1,343.00		019496		1,343.00
8549	JENNIFER STOOKEY							
I-08/2023-100644E	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	750.00		019497		750.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	7	6,193.00	0.00	6,193.00
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:	7	6,193.00	0.00	6,193.00
BANK: EHV TOTALS:	7	6,193.00	0.00	6,193.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5906	JOHN HINRICHS							
I-08/2023-100715	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	175.00		019411		175.00
5961	LAWRENCE A VANBECELAERE							
I-08/2023-100724	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	76.00		019412		76.00
7581	REX LINVILLE							
I-08/2023-100886	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	957.00		019413		957.00
7717	LAWRENCE E GIGER							
I-08/2023-100896	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	475.00		019414		475.00
7837	MARJI RENTALS, LLC							
I-08/2023-100911	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	251.00		019415		251.00
8498	PITTSBURG HIGHLANDS GP, LLC							
I-08/2023-100921	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	2,736.00		019416		2,736.00
8512	GORILLA GRIP LLC							
I-08/2023-100994	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	550.00		019417		550.00
8580	GARY MORRISON REAL ESTATE, INC							
I-08/2023-101002	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	628.00		019418		628.00
8582	GARY K CONNER							
I-08/2023-101003	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	1,155.00		019419		1,155.00
8744	REED HOAGLAND							
I-08/2023-101013	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	650.00		019420		650.00
8778	CHICAGO HOUSING AUTHORITY							
I-08/2023-101016	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	3,365.64		019421		3,365.64
0372	CONNER REALTY							
I-08/2023-100034	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	950.00		019422		950.00
1008	BENJAMIN M BEASLEY							
I-08/2023-100462	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	1,021.00		019423		1,021.00
1231	JOHN LOVELL							
I-08/2023-100161	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	568.00		019424		568.00
1609	PHILLIP H. O'MALLEY							
I-08/2023-100033	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	4,076.30		019425		4,076.30

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 8/02/2023 THRU 8/16/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2542	I-08/2023-100167	YOST PROPERTIES HOUSING ASSISTANCE PAYMENT	E 8/02/2023	199.00		019426		199.00
3142	I-08/2023-100061	COMMUNITY MENTAL HEALTH CENTER HOUSING ASSISTANCE PAYMENT	E 8/02/2023	486.00		019427		486.00
3162	I-08/2023-100238	TOM YOAKAM HOUSING ASSISTANCE PAYMENT	E 8/02/2023	900.00		019428		900.00
3218	I-08/2023-100301	CHERYL L BROOKS HOUSING ASSISTANCE PAYMENT	E 8/02/2023	170.00		019429		170.00
3272	I-08/2023-100460	DUNCAN HOUSING LLC HOUSING ASSISTANCE PAYMENT	E 8/02/2023	2,664.00		019430		2,664.00
3273	I-08/2023-100540	RICHARD F THENIKL HOUSING ASSISTANCE PAYMENT	E 8/02/2023	827.00		019431		827.00
3294	I-08/2023-100129	JOHN R SMITH HOUSING ASSISTANCE PAYMENT	E 8/02/2023	757.00		019432		757.00
3668	I-08/2023-100557	MID AMERICA PROPERTIES OF PITT HOUSING ASSISTANCE PAYMENT	E 8/02/2023	12,059.00		019433		12,059.00
4054	I-08/2023-100591	MICHAEL A SMITH HOUSING ASSISTANCE PAYMENT	E 8/02/2023	1,458.00		019434		1,458.00
4492	I-08/2023-100616	PITTSBURG SENIORS LP HOUSING ASSISTANCE PAYMENT	E 8/02/2023	3,510.00		019435		3,510.00
4928	I-08/2023-100648	PITTSBURG STATE UNIVERSITY HOUSING ASSISTANCE PAYMENT	E 8/02/2023	785.00		019436		785.00
5393	I-08/2023-100671	ANGELES PROPERTIES LLC - HAP HOUSING ASSISTANCE PAYMENT	E 8/02/2023	3,698.00		019437		3,698.00
5549	I-08/2023-100270	DELBERT BAIR HOUSING ASSISTANCE PAYMENT	E 8/02/2023	339.00		019438		339.00
5658	I-08/2023-100340	DEANNA J HIGGINS HOUSING ASSISTANCE PAYMENT	E 8/02/2023	187.00		019439		187.00
5676	I-08/2023-100689	BARBARA TODD HOUSING ASSISTANCE PAYMENT	E 8/02/2023	9.00		019440		9.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5817	JAMA ENTERPRISES LLP							
I-08/2023-100701	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	757.00		019441		757.00
5834	DENNIS TROUT							
I-08/2023-100706	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	409.00		019442		409.00
5957	PASTEUR PROPERTIES							
I-08/2023-100723	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	5,491.00		019443		5,491.00
6090	RANDAL BENNEFELD							
I-08/2023-100745	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	164.00		019444		164.00
6161	MICHAEL J STOTTS							
I-08/2023-100754	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	154.00		019445		154.00
6269	EDWARD SWOR							
I-08/2023-100929	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	673.00		019446		673.00
6298	L. KEVAN SCHUPBACH							
I-08/2023-100423	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	12,797.25		019447		12,797.25
6394	KEVIN R. HALL							
I-08/2023-100720	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	633.00		019448		633.00
6441	HEATHER MASON WHITE							
I-08/2023-100777	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	975.00		019449		975.00
6464	PRO X PROPERTY SOLUTIONS, LLC							
I-08/2023-100566	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	5,165.00		019450		
I-08/2023-100780	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	1,280.00		019450		
I-08/2023-100909	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	13,505.00		019450		19,950.00
6694	DELBERT BAIR							
I-08/2023-100806	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	469.00		019451		469.00
6708	CHARLES R. MERTZ							
I-08/2023-100808	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	279.00		019452		279.00
6877	CHRISTOPHER KYLE BATTAGLIA							
I-08/2023-100962	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	651.00		019453		651.00
6916	STILWELL HERITAGE & EDUCATIONA							
I-08/2023-100577	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	1,837.00		019454		1,837.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7083	PITTSBURG HEIGHTS, LP							
I-08/2023-100848	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	5,623.00		019455		5,623.00
7112	RANDY VILELA BODY REPAIR, TRU							
I-08/2023-100410	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	642.00		019456		642.00
7294	AMMP PROPERTIES, LLC							
I-08/2023-100869	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	874.00		019457		874.00
7312	JASON HARRIS							
I-08/2023-100596	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	478.00		019458		478.00
7326	RANDY ALLEE							
I-08/2023-100872	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	899.00		019459		899.00
7431	R&R RENTALS OF PITTSBURG LLC							
I-08/2023-100918	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	131.00		019460		131.00
7524	SOUTHEAST KANSAS COMMUNITY ACT							
I-08/2023-100001	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	229.00		019461		229.00
7554	TRAVIS R RIDGWAY							
I-08/2023-100925	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	321.00		019462		321.00
7582	KIRK A DUNCAN							
I-08/2023-100752	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	233.00		019463		233.00
7587	DAVID RUA							
I-08/2023-100887	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	488.00		019464		488.00
7645	SEWARD RENTALS, LLC							
I-08/2023-100456	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	1,036.00		019465		1,036.00
7654	A & R RENTALS, LLC							
I-08/2023-100893	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	624.00		019466		
I-08/2023-100936	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	2,923.00		019466		3,547.00
7669	CHARLES GILMORE							
I-08/2023-100753	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	602.00		019467		602.00
7741	SUSAN E ADAMS							
I-08/2023-100901	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	175.00		019468		175.00

VENDOR SET: 99 City of Pittsburg, KS

BANK: HAP BMO HARRIS BANK-HAP

DATE RANGE: 8/02/2023 THRU 8/16/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7864	CB HOMES LLC							
I-08/2023-100913	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	800.00		019469		800.00
7866	JAMES MICHAEL HORTON							
I-08/2023-100914	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	3,738.00		019470		3,738.00
7918	CITY OF LEAVENWORTH							
I-08/2023-100923	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	1,236.34		019471		1,236.34
8005	REMINGTON SQUARE APARTMENTS OF							
I-08/2023-100931	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	9,411.62		019472		9,411.62
8080	SUNNYVALE INVESTMENT PROPERTIE							
I-08/2023-100941	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	9,871.41		019473		9,871.41
8174	MICHAEL A SMITH							
I-08/2023-100954	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	800.00		019474		800.00
8329	CHARLES P. SIMPSON							
I-08/2023-100406	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	461.00		019475		461.00
8402	BEVERLY D PETERSON							
I-08/2023-100982	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	110.00		019476		110.00
8426	JOHN F KENNEDY							
I-08/2023-100987	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	332.00		019477		332.00
8455	WILLIAM JOSHUA JAMESON							
I-08/2023-100989	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	233.00		019478		233.00
8492	RUSSELL F. MIZE							
I-08/2023-100888	HOUSING ASSITANCE PAYMENT	E	8/02/2023	293.00		019479		293.00
8502	JON BARTLOW							
I-08/2023-100992	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	348.00		019480		348.00
8520	MATTHEW A SANCHEZ							
I-08/2023-100995	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	450.00		019481		450.00
8627	STEVEN MARIUCCI							
I-08/2023-101009	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	584.00		019482		584.00
8634	WAYNE L STORM							
I-08/2023-100244	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	436.00		019483		436.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8643	JEANNE ELLIOTT							
I-08/2023-101010	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	650.00		019484		650.00
8717	WAYNE YAKEL							
I-08/2023-101012	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	413.00		019485		413.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	75	136,366.56	0.00	136,366.56
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:	75	136,366.56	0.00	136,366.56
BANK: HAP TOTALS:	75	136,366.56	0.00	136,366.56

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5534	SYCAMORE VILLAGE RES LP							
I-08/2023-100563T	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	759.00		019486		759.00
6298	L. KEVAN SCHUPBACH							
I-08/2023-100423T	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	800.00		019487		800.00
6394	KEVIN R. HALL							
I-08/2023-100720T	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	700.00		019488		700.00
8005	REMINGTON SQUARE APARTMENTS OF							
I-08/2023-100931T	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	800.00		019489		800.00
8080	SUNNYVALE INVESTMENT PROPERTIE							
I-08/2023-100941T	HOUSING ASSISTANCE PAYMENT	E	8/02/2023	1,500.00		019490		1,500.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	5	4,559.00	0.00	4,559.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: TBRA TOTALS:	5	4,559.00	0.00	4,559.00
BANK: TBRA TOTALS:	5	4,559.00	0.00	4,559.00
REPORT TOTALS:	243	966,295.04	0.00	966,295.04

SELECTION CRITERIA

VENDOR SET: 99-
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 8/02/2023 THRU 8/16/2023
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

Passed and Approved this 22nd day of August, 2023.

Ron Seglie, M.D., Mayor

Attest:

Tammy Nagel, City Clerk

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: August 16, 2023

SUBJECT: Agenda Item – August 22, 2023
Wastewater Treatment Plant Design Agreement
Amendment #4

Attached you will find Amendment No. 4 to the Design Agreement with Earles Engineering & Inspection, Inc. Previous Amendments were No. 1 – To reduce the overflow in the sewer system and intercept the current and future flows from Sugar Creeks new pump station, an additional pump station is required near 4th street and US 69 bypass. This pump station will convey the combined flow to the new WWTP, No. 2 – Rehabilitate the S.E. overflow pump station. This pump station is still an old wet / dry well type that is over 25 feet deep and will be replaced with a submersible pump station, No. 3 – Additional drilling work for the Geology requirements at the new treatment plant location.

Amendment No. 4 reflects design needs reviewed and considered in formulation of the final design. Items listed within are associated with “right-sizing” the plant and future needs. As you will recall over the course of the design there have been multiple discussions with KDHE regarding the handling of inflow and infiltration. These discussions revolved around how much of this extraneous flow to treat and at what level of treatment would be required. In conjunction with handling volume of water there have been multiple pauses for consideration and calculation of future growth needs which include economic development opportunities as well as continued discussions of regionalization. Included in these sizing needs were the pump station and force main sizing calculations.

Considering future environmental impact, restrictions, and long-term operating costs, the pursuit of Class A sludge design was incorporated. The facility currently generates a Class B sludge, which is currently land applied, however, it has numerous restrictions

and potential large variable cost associated. Additionally, the environmentally trending regulations indicate that the possibility in land application for Class B sludge continues to diminish. The design of the appropriate Class A system to meet the needs of our plant, changed as the plant design changed.

Additionally, the need to have a sludge hauler waste station and a septic waste station dumping facility were identified. These facilities would better control outside loading that is dumped into the facility. The dumping station would not only be open to septic haulers, but to the general public for recreational vehicle dumping on a 24/365 basis.

During electrical design, additional work has been identified concerning both primary power and transitions of rehabilitation from existing facilities. Coordination of power requirements of keeping the existing facility functioning while powering up the new facility was required.

Currently the plant design is billed 85.63% complete to date. Outstanding items to complete this contract include KDHE response to review comments as well as project bidding process. The WWTP project design is to be submitted for KDHE review during the first week of September.

Action required is to Approve or Disapprove Amendment #4 to the design contract.

Attachments: Amendment No. 4 Earles Engineering

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 4

Owner: **City of Pittsburg, KS**
Engineer: **Earles Engineering & Inspection, Inc**
Project: **Pittsburg Wastewater Treatment Plant**
Effective Date of Owner-Engineer Agreement: **5/26/2020**
Nature of Amendment: (Check those that apply)

- ☒ Additional Services to be performed by Engineer
☐ Modifications to services of Engineer
☐ Modifications of payment to Engineer
☐ Modifications to time(s) for rendering services

Description of Modifications:

- **Costs for redesign of plant sizing – 4 times due to Sugar Creek & Frontenac in and out**
- **Costs for redesign of A-Basin 3 times**
- **Addition of Class A Sludge design facility and additional piping**
- **Addition of Sludge Truck Dump**
- **Addition of Hauler card reader**
- **Modifying the influent pump station to add I&I pumps**
- **Redo of Sugar Creek Pump Station and Force main**
- **Extra electrical for transition power**
- **Extra electrical work for rehab of existing buildings**

Agreement Summary:

Original agreement amount: \$ 2,348,328.00
Net change for prior amendments: \$ 126,522.84
This amendment amount: \$ 309,000.00
Adjusted Agreement amount: \$ 2,783,850.84
Change in time for services : 180 days

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is _____

Owner
City of Pittsburg
(typed or printed name of organization)

By: _____
(individual's signature)

(Attach evidence of authority to sign.)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Engineer
Earles Engineering & Inspection, Inc.
(typed or printed name of organization)

By: 
(individual's signature)

(Attach evidence of authority to sign.)

Date: 8/17/23
(date signed)

Name: Peter W Earles, PE
(typed or printed)

Title: CEO
(typed or printed)

MEMO:

TO: Mayor & Council

FROM: Peter Earles, PE

ITEM: Amendment #4 to WWTP contract

Discussion:

- The original contract was signed in 2021 based on limited information of what the city wanted to be designed. Since that time, we have been through several iterations due to changes in the size of the plant to be designed. In the last 3 years we have changed the size of the plant 4 times due to entities being in with their future growth and then those entities removed. We looked at a regional plant with neighboring cities in the design, reduced that to one additional city who was in then out then back in again, then out again. Each time causing us to stop and redesign the layouts and change the aeration basin sizing. The last iterations were late in the design causing us to redesign the aeration basin, the clarifiers and the sludge handling facilities and piping sizes.
- Additionally, there were several scope changes that occurred as items were added. These include:
 - Addition of Class A sludge –
 - This was decided based on future EPA regulations and the problems with applying sludge during rainy times.
 - Addition of a sludge truck dump –
 - Added due to having class A sludge and wanting the ability to take others sludge.
 - Addition of a card reader-
 - This was added to allow better control of those dumping waste at the new WWTP facility.
 - Modifying the influent pump station to address I&I issues -:
 - Upon the completion of the degradation study for KDHE, the city was required to look down the road as to how it would handle the future I&I flows by completing a long term partial treatment. Part of that was to eliminate the overflow pumping and pump the I & I through a future filter system. To accommodate that, a storm water overflow was added to the influent pump station.
 - Redo Sugar Creek Pump Station and Force Main-
 - As we looked at current and future flows from Sugar Creek, it was decided to add a second pump station to help pick up additional I&I from the city and help eliminate manhole overtopping. Then Sugar Creek decided not to expand, so the pump station and force main was reduced in size and finally put on hold.

- Extra Electrical design work for transition power-
 - Working with Evergy and trying to figure out operating both plants at the same time has created some additional work for the electrical engineer.
- Extra electrical for rehabilitation of existing building-



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: Wednesday, August 16, 2023

Subject: Pittsburg City Commission Agenda item, for the August 22, 2023, meeting, re:
Flock Safety License Plate Recognition camera lease

The Pittsburg Police Department is seeking an opportunity to implement a License Plate Recognition (LPR) program to better help detect active alerts within Pittsburg, and to help further local investigative efforts on active cases. Through this, we are seeking approval from the Pittsburg City Commission to move forward with the acquisition of LPR cameras and related software through Flock Safety (Flock Group, Inc., of Atlanta, Georgia) in the form of a two-year lease contract on their line of Falcon LPR cameras.

LPR camera programs help to detect wanted or stolen vehicles by actively searching the NCIC database (National Crimes Information Center) for reported vehicles. The NCIC database can also include wanted persons, stolen license plates, active alerts (such as missing children / Amber Alerts), and identified investigative interests from other jurisdictions across the nation.

LPR cameras can also greatly assist our own investigations by identifying the vehicles of suspected offenders of local crimes, or of suspected criminal enterprises with a direct nexus to Pittsburg. Additionally through information sharing options, we can investigate suspected offenders from other jurisdictions using the network of Flock Safety LPR cameras (through a memorandum of understanding). These will include suspected offenders from violent person cases, sex offenses, human trafficking, property crimes and drug trafficking.

Advanced artificial intelligence within the software system can analyze patterns and check for cross references against known crimes and incidents. For instance, a repeating crime pattern can be checked through Flock Safety's LPR system for any particular vehicles that might be in the area during those same overlapping times as a *possible investigative lead*. (Note: information obtained from any LPR system can be used to add to case file information and help to develop probable cause, but is not a stand-alone source, and all information must be independently verified or followed up on.)

The Flock Safety LPR system is based on an annual, reoccurring lease program. Flock Safety will operate all cameras, up to and including on-site installation, maintenance and upkeep for both software and hardware. In the event a Flock Safety LPR camera malfunctions, that company will receive an automated notification and schedule a tech to respond to diagnose and fix the problem. Flock Safety LPR Falcon cameras are based on solar-powered systems with built-in battery backup, and will not require any outside or third-party power sources. Flock Safety LPR cameras operate with cellular-based connectivity for transmitting data, which is also included in the cost, and will not require any outside or third-party data connection points, or additional fees.

Flock Safety LPR cameras will collect license plate information, as well as vehicle description data, such as color, make and body type, which can be referenced through their web-based software systems. As an example, if a crime occurs and a witness described the suspect vehicle with an approximate color, make or body style, that information can be searched through the Flock Safety LPR operating system as an investigative interest to generate case leads.

The Flock Safety LPR system also ties into numerous other law enforcement agencies nationwide, as well as additional private organizations and public entities using Flock Safety products, such as various home owners associations, businesses and schools. Being able to contribute to this system with our own cameras will enable us to cross-exchange data with these other agencies and entities through a mutual agreement. This would allow us to greatly expand the operational capabilities of our investigations, as well as allow outside agencies to generate possible case leads involving offenders from our own area.

I have received information from Flock Safety showing there were 52 Kansas law enforcement agencies using their products, and another 28 law enforcement agencies in Oklahoma, 83 in Missouri and 32 in Arkansas. This is not including commercial or private organizations that are using Flock Safety LPR cameras in these same states. Additionally, Flock Safety's website identifies their services to over 1200 cities in more than 40 states.

In addition to Flock Safety, we looked at LPR products from two other additional vendors: Motorola Vigilant and Leonardo ELSAG.

Motorola's Vigilant system had an initial cost of \$296,870.00 (for 14 cameras and access to their operating system), plus an additional \$10,000.00 annual reoccurring licensing fee. Use of the Vigilant system would require an external, third-party for power source supply, as well as for data connectivity, and it would also require city staff to be active with the ongoing maintenance and operation of the system.

Leonardo's ELSAG system is a one-time purchase of \$143,137.00 (for 14 cameras and access to their operating system), but with a more limited network of subscribers. ELSAG is heavily intertwined with the United States Drug Enforcement Administration's (DEA) High Intensity Drug Trafficking Areas program (HIDTA), utilizing the DEA's National License Plate Recognition Network, DEASIL (Drug Enforcement Administration Special Intelligence Link). Through a Memorandum of Understanding with the DEA, our agency would be able to log in and search LPR data and information through HIDTA and DEASIL anyway without having to purchase the ELSAG system. Essentially, we would have access to the investigative information from DEASIL / HIDTA LPR cameras without having to contribute

data to the network through a purchase of ELSAG cameras, or provide city staff to maintain and operate the system and cameras.

The Flock Safety LPR Falcon cameras are leased at \$3,000.00 each, annually, plus initial installation costs. These cameras offer a “plug-and-play” set up through a solar-powered system, with on-board battery backup, and cellular data connection. They are entirely maintained by Flock Safety and will not require any third-party power sources, or outside data connectivity, and will not require any city staff to mount, maintain or operate the cameras or the network systems. The license plate data collected by the Flock Safety LPR cameras will belong to the City of Pittsburgh, but will be maintained by Flock Safety through their network, and will be accessible through their web-based software program. All data collected by Flock Safety’s LPR cameras will be purged after 30 days. Any necessary, case-relevant data will have to be identified, downloaded and collected as evidence, in accordance with department policies and procedures, prior to its purge date.

Due to Flock Safety’s inherit self-enclosed, cellular-based hardware design, if a camera needs to be moved to another location, then one of their techs can come out and simply move the camera, either using existing poles, or by placing a new KDOT-compliant break-away pole. With Flock Safety LPR cameras, there will be no need to locate a new power source, establish data connectivity, require a deliberate infrastructure design to set a pole, or to have city staff respond to move, remount and connect the camera.

Flock Safety LPR Falcon cameras are not used for any automated traffic enforcement measures, and they do not search for, or collect, any facial recognition data.

Flock Safety LPR’s are based on an annual, per-camera lease, with a 10-camera minimum requirement for a municipality of our size. Based on the areas in Pittsburgh that we believe to be critical, staff have requested an additional four cameras (14 total). The initial, first-year cost for the Falcon LPR camera lease from Flock Safety will be \$42,000.00, plus an additional \$2,100.00, for estimated installation fees, at a total of \$44,100.00. An additional \$42,000.00 will be required for the second year. (*Quote from Flock Safety included.*)

This system will enable us to expand our operational capabilities and allow us to detect and respond to active NCIC alerts involving motor vehicles, as well as specifically identified investigative interests from not only within Pittsburgh, but from numerous other law enforcement agencies from outside of our area and outside of the state.

The following is a summary of our request for a lease from Flock Safety (Flock Group, Inc.):

- Fourteen (14) Falcon License Plate Recognition (LPR) cameras, at an annual reoccurring lease of \$3,000.00 per-camera, for a total of \$42,000.00.
- A one-time, on-site installation fee of the above referenced Falcon cameras at \$150.00 per camera, for a total of \$2,100.00.
- The total cost for the first-year least will be \$44,100.00, and the cost for the second-year lease will be \$42,000.00.

Would you please place this item on the agenda for the Pittsburgh City Commission meeting scheduled for Tuesday, August 22, 2023. The requested action will be approval or disapproval of staff's request to enter into a two-year lease contract with Flock Group, Inc., for fourteen (14) of the Flock Safety's Falcon License Plate Recognition cameras and access to their network operating system, and, if approved, authorize the Mayor and City Clerk to execute the Agreement and issue the necessary purchase order.

Flock Safety will have a representative on site during the Tuesday, August 22nd, City Commission meeting for a brief presentation.

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

Thank you,

Major B. Henderson
Pittsburg Police Dept.

Attachments: Quote from Flock Safety

Flock Safety + Pittsburg PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Jim Fink
jim.fink@flocksafety.com
7202339573

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras.</p> <p>The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> ● Vehicle make ● Body type ● Color ● License plates <ul style="list-style-type: none"> ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
National and Local Sharing	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i></p>
Real-time Alerts	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
Interactive ESRI Map	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>

Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.
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Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <ul style="list-style-type: none"> ✓ 1 Standard LPR Camera ✓ Unlimited LTE data service + Flock OS platform licenses ✓ 1 DOT breakaway pole ✓ Dual solar panels ✓ Permitting, installation, and ongoing maintenance 	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <ul style="list-style-type: none"> ✓ 1 LPR Camera ✓ Unlimited LTE data service + software licenses ✓ 1 portable mount with varying-sized band clamps ✓ 1 Charger for internal battery ✓ 1 hardshell carrying case 	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <ul style="list-style-type: none"> ✓ 1 Long-Range LPR Camera ✓ Computing device in protective poly case ✓ AC Power ✓ Permitting, installation, and ongoing maintenance

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	<p>We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.</p> <p><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i></p>
Public Relations	<p>Government Affairs</p> <p>Get support educating your stakeholders, including city councils and other governing bodies.</p> <p>Media Relations</p> <p>Share crimes solved in the local media with the help of our Public Relations team.</p>



EXHIBIT A ORDER FORM

Customer: Pittsburg PD
 Legal Entity Name: Pittsburg PD
 Accounts Payable Email: brent.narges@police.pittks.org
 Address: 201 N Pine St Pittsburg, Kansas 66762

Initial Term: 12 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$42,000.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	14	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	14	\$2,100.00
Subtotal Year 1:			\$44,100.00
Annual Recurring Subtotal:			\$42,000.00
Estimated Tax:			\$0.00
Contract Total:			\$44,100.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$44,100.00
Annual Recurring after Year 1	
Contract Total	\$44,100.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: Pittsburg PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 10 day of July 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“*Service Suspension*”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



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INTEROFFICE MEMORANDUM

To: Daron Hall, Tammy Nagel
From: Kim Froman Community Development & Housing Director

Date: August 15, 2023
Subject: Ordinance NO. G-1350 Amending Sections 46-81 and 46-83

In order to expand on and better define what qualifies as recreational equipment, the attached amendment is proposed.

Please place the attached Ordinance NO. G-1350 on the agenda for consideration at the August 22, 2023 Commission Meeting.

Contact me with any questions and thank you.

Kim Froman
Director of Community Development and Housing

(Published in The Morning Sun _____, 2023)

ORDINANCE NO. G-1350

AN ORDINANCE amending Sections 46-81 and 46-83 of the Pittsburg City Code to include tents, tarps and blankets or any other material being used as a shelter to camp or occupy outside of an approved structure for habitation to the definition of Recreational Equipment.

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

Section 1. Section 46-81 of the Pittsburg City Code is amended to read as follows:

Sec. 46-81. – Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Camper trailer (pop-up) means a structure designed to provide temporary living quarters for recreational, camping or travel use, constructed with integral wheels to make it mobile and/or towable by a motor vehicle, not to exceed 24 feet in length and five feet six inches in height in a collapsed condition.

Camping bus means a self-propelled vehicle designed and built as a bus, which has been designed with or converted into a portable dwelling used for recreation.

Dwelling unit means a residence consisting of a single unit providing complete, independent living facilities for one or more persons, including permanent living, sleeping, eating, cooking and sanitation.

Hauling trailer means a light-duty utility trailer intended for residential use including open-bed small trailers designed to be towed behind a car or truck.

Light truck means a motor vehicle designed, used and maintained primarily for the transportation of property and materials, but which has a manufacturer's gross weight of three-fourths ton or less and does not at any point exceed seven feet in height or 21 feet in length.

Light van means a van otherwise meeting the definition of a van, but which has a manufacturer's gross vehicle weight rate of three-fourths ton or less and does not at any point exceed seven feet in height or 21 feet in length.

Motor home means a portable dwelling designed and constructed as an integral part of a self-propelled vehicle used for recreation.

Permanent parking means parking on the permanent driveway or on a pad, or in the yard of any of the described recreational vehicles or recreational equipment for a period of greater than 72 hours.

Person means any individual, partnership, joint venture, corporation, or other business or legal entity.

Pickup truck camper means a structure designed primarily to be mounted on a pickup truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreation or vacation use.

Recreational equipment means that which an occupant or owner may desire for convenience to store on his lot, but which item is normally and principally transported for use off the lot on a trailer or other vehicle and which is not used by the very nature and utility of the item in connection with customary accessory residential uses of the lot. Included in the meaning of recreational equipment are such large items as slide-in campers, boat trailers, hang gliders, ski jets, houseboats, pontoons, and boats over 14 feet in length which require a trailer for transportation; and such smaller items as tents, tarps and blankets or any other material being used as a shelter to camp or occupy outside of an approved structure for habitation.

Recreational vehicle means a vehicular type unit built on or for use on a chassis and designed as living quarters, both permanent and temporary, for recreational, camping and travel use, and which has its own motive power, or is mounted on, or which can be drawn or hauled by, another vehicle. The term "recreational vehicle" shall include, but not be limited to, motor homes, travel trailers, camper trailers, pickup truck campers, hauling trailers and camper buses.

Slide-in camper means a structure designed to be mounted temporarily or permanently in the bed of a pickup or light truck to provide enclosed storage space for transportation of property or quarters for recreational camping, including shells and truck cabs.

Storage means the placing of any described vehicles or recreational equipment within an enclosed structure which obscures such vehicles from view.

Travel trailer means a structure, not to exceed nine feet in width, designed to provide temporary living quarters for recreational, camping or travel use, constructed with integral wheels to make it mobile and/or towable by a motor vehicle.

Visibility triangle means the triangular area formed by the intersecting street right-of-way lines and a straight line joining such street right-of-way lines at points which are 30 feet distant from the point of intersection, measured along the right-of-way lines.

Section 2. Section 46-83 of the Pittsburgh City Code is amended to read as follows:

Sec. 46-83. – Habitation.

At no time shall a permanently or temporarily parked or stored recreational vehicle or any recreational equipment be occupied or used for living, sleeping, or housekeeping

purposes within the city limits of Pittsburg except:

- a. A recreational vehicle permanently parked in compliance with this division may be occupied for sleeping purposes only, for a period not to exceed 14 consecutive calendar days in any three-month period. The Building Official or designated agent may authorize an extension of time upon receipt of a prior written request.
- b. A tent may be occupied for sleeping purposes only, for no more than twenty-four (24) hours in a three-month period, and only in the rear yard of any private property with the prior permission of the property owner or tenant and without any form of compensation or remuneration for no more than four (4) times per calendar year. The Building Official or designated agent may authorize an extension of time upon receipt of a prior written request not to exceed three (3) days.

Section 3. Violation of this Ordinance is a Class C misdemeanor and subject to the penalties as set forth in section 1-7 of the Pittsburg City Code.

Section 4. This Ordinance shall take effect upon its passage and publication in the official city newspaper.

PASSED AND APPROVED this _____ day of _____, 2023.

Mayor-Ron Seglie, MD

ATTEST:

Tammy Nagel - City Clerk

To: Daron Hall, City Manager

From: Jay Byers, Deputy City Manager

Date: August 7, 2023

Subject: CDBG Childcare Grant Agreement

In April of this year, the City Commission agreed to apply for funding from a CDBG program supporting childcare with Washington School LLC as the sub-recipient. We were successful in our application and have been awarded the full request of \$750,000. The formal agreement now needs to be approved.

Please place this agreement on the Commission agenda for 8/22/23.

Jay Byers
Deputy City Manager

STATE OF KANSAS
GRANT AGREEMENT NO. 23-PF-026
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

CITY OF PITTSBURG

I. Grant Agreement

- A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the **CITY OF PITTSBURG**, Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee's APPROVED PROJECT APPLICATION dated **JULY 6, 2023**, (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files) and the GRANTEE HANDBOOK (which is attached and incorporated by reference as Attachment D).

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **AUGUST 1, 2023**, hereinafter called the "Commencement Date," and shall be complete on **JULY 31, 2025**, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$750,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Grantee shall provide **\$966,016** in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$750,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.
- E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of paragraph V. are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

VIII. Environmental Review Compliance

- A. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the State under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- B. The Grantee agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee's Environmental Review responsibilities.

IX. Program Costs

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (2 CFR Part 200). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total "Small Cities CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this contract.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the "Notice of Release of Funds."
- E. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

X. Requisition of Grant Funds

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than twice a month or in amounts less than \$3,000 and in no cases more than \$200,000.
- B. The Grantee shall establish procedures to insure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

XI. Depositories for Program Funds

- A. The Grantee shall maintain a separate record for money received under the Community Development Program. Into this fund shall be deposited:
 - 1. Moneys received from the Department.
 - 2. Program income earned through program activities.
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

XII. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the Community Development Program;
 - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Department;
 - 6. Compliance with the Department's audit requirements (2 CFR Part 200); and
 - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

XIII. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in the SPECIAL CONDITIONS. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

XIV. Procurement Procedures

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, "Uniform Administrative Requirements for Grants to State and Local Governments," contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$25,000. The following types of bonds are required in the "Procurement" section of the common rule:

- A 100 percent “performance bond” on the part of the contractor to secure fulfillment of all the contractor’s obligations under the contract; and
 - A 100 percent “payment bond” on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

- A. Program Income, as defined in the Final Statement, means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department.
- B. All Program Income from a project funded by this Agreement may be retained by the Grantee (unless specified as a Special Condition to this agreement) and shall be added to funds committed to the support of the program established by this Agreement or for such eligible program activities as may be authorized by the Department. This income shall be disbursed to the maximum extent feasible prior to requisitioning additional funds under this agreement.

XVII. Program Close-out Procedures

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee’s files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any appropriate amount of unobligated program funds.
- E. The Grantee shall account for any property acquired with grant funds, or received from the federal or state government in accordance with the Department’s property management procedures.

XVIII. Termination for Convenience

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XIX. Suspension or Termination-for-Cause

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice following procedures pursuant to Final Statement may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on 2 CFR Part 200.
 - 1. If the local government expends \$750,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
 - 2. If the local government expends less than \$750,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
 - 3. Grantee's will be required to submit the "audit information form" to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXII. Conflict of Interest

- A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at 2 CFR Part 200 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

XXIII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all of the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended) and the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

XXIV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all of the provisions herein.

XXV. Reversion of Assets

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

XXVI. Budget Amendments and Other Changes

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
 - 1. The cumulative effect of the revision is to not make line item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less.
 - 2. The change does not increase any professional services of the CDBG approved budget;
 - 3. The change will not significantly change the scope, location or objectives of the approved activities; and
 - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.

- C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.
- D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.
- E. I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

DATED BY THE DEPARTMENT OF COMMERCE THIS _____ DAY OF _____, 20____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

CITY OF PITTSBURG Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

July 13, 2023

The Honorable Ronald Seglie
Mayor, City of Pittsburg
201 West 4th Street
Pittsburg, KS 66762

RE: Condition Letter for CDBG Grant No. 23-PF-026 Contract

Dear Mayor Seglie:

Congratulations for being selected to receive a 2023 Small Cities Community Development Block Grant (CDBG) Community Improvement grant in the amount of \$750,000, which will fund a childcare project. Added to the local contribution of \$966,016, the total estimated project cost will be \$1,716,016.

A Grantee Workshop will be held for public entities awarded funds. The Grantee is **required** to attend the entire training to receive instructions on how to begin the grant administration process. The workshop will be held Thursday, July 20, 2023, from 10:00 a.m. to 3:30 p.m., at the McPherson Community Building, Citizens Hall, 122 East Marlin, McPherson. Registration will begin at 9:30 a.m. You can sign up for the workshop at this link: [CDBG Grantee Workshop Sign Up](#). Please bring your original LMI surveys along with the supporting code sheet, if applicable.

A contract must be fully executed between the Grantee and the State by August 21, 2023. The contract start date for this award is August 1, 2023. **This Condition Letter is part of the CDBG contract, please read carefully.**

Neither the Grantee nor any of their representatives or contractors including public or private nonprofits or for-profit entities may commit HUD assistance to the project or a project activity until Commerce has approved the Grantee's request for the release of funds and environmental certification. Further, no Grantee or their representatives or contractors may commit non-HUD funds for an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. Examples of choice limiting activities include acquisition of real property, demolition, construction, conversion, leasing, repair or rehabilitation activities. Environmental reviews shall begin after the grant award date and must be cleared within six months from that date. Be aware that should a contract not be executed with the State, any cost incurred toward a project will be borne by the Grantee.

The Honorable Ronald Seglie
Mayor, City of Pittsburgh
July 13, 2023
Page 2

The project's construction contract must be awarded within one year from the contract start date of August 1, 2023. Failure to meet the construction contract deadline or any other program timelines may result in withdrawal of the grant.

The CDBG funds awarded in this Condition Letter are contingent upon the State's receipt of funds from the U.S. Department of Housing & Urban Development.

The Department looks forward to assisting you in implementing this project. If you have any questions related to this award, please contact Ginny Eardley of the CDBG staff at (785) 230-6319.

Sincerely,



Kayla Savage
Community Development Division Director

KS:GE:cav

SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **JULY 6, 2023**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **JULY 31, 2025** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **OCTOBER 31, 2025**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

David C. Toland, Secretary

Laura Kelly, Governor

July 6, 2023

The Honorable Ronald Seglie
Mayor, City of Pittsburg
201 West 4th Street
Pittsburg, KS 66762

RE: Grant No. 23-PF-026
CFDA #14.228

Dear Mayor Seglie:

On behalf of Governor Laura Kelly, I am pleased to award the City of Pittsburg a grant of \$750,000 through the Kansas Small Cities Community Development Block Grant program. This award will provide a portion of the needed funding for your childcare project.

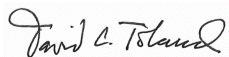
The CDBG funds you are being awarded are contingent upon our receipt of funds from the U.S. Department of Housing & Urban Development. A public announcement will be made by the Kansas Department of Commerce to the media in the near future. We ask that you refrain from notifying local media of your award until the public release is issued from Commerce. We appreciate your cooperation.

An event will be planned for awarded communities and their legislators at a later date. Event information will be forthcoming from your project manager.

Commerce will be contacting you to outline the necessary steps for completing the grant agreement between the City and State. This award is contingent upon successful completion of appropriate contractual conditions.

The Community Development Block Grant program has been successful in meeting community needs for more than 35 years. Congratulations on developing a fine project that will help your community prosper!

Sincerely,



David C. Toland
Lt. Governor/Secretary of Commerce

DT:GE:cav

GRANTEE: City of Pittsburgh

GRANT NUMBER: 23-PF-026

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Construction				
a. Concrete Work	\$ 75,256	\$ 9,264	private cash	\$ 84,520
b. Wood, Plastics, & Components	\$ 174,105		private cash	\$ 174,105
c. Thermal & Moisture Protection	\$ 128,364		private cash	\$ 128,364
d. Openings	\$ 75,030		private cash	\$ 75,030
e. Plumbing	\$ 100,035		private cash	\$ 100,035
f. Mechanical Heating & Air	\$ 86,850		private cash	\$ 86,850
g. Electrical	\$ 87,360		private cash	\$ 87,360
h. All other work included in PER		\$ 830,230	private cash	\$ 830,230
i. Soft Costs		\$ 50,522	private cash	\$ 50,522
i. Construction Inspection				\$ -
j. Architectural Services		\$ 74,000	private cash	\$ 74,000
k. Other Professional Services				\$ -
Public Facility Activities Total	\$ 727,000	\$ 964,016	private cash	\$ 1,691,016
2. Housing Activities				
a. Housing Rehabilitation				\$ -
b. Lead-Based Paint Activities				\$ -
c. Demolition				\$ -
d. Acquisition				\$ -
e. Relocation				\$ -
f. New Construction				\$ -
g. Housing Inspection				\$ -
Housing Activities Total	\$ -	\$ -		\$ -
3. Administration				\$ -
a. Administrative Activities	\$ 23,000	\$ 2,000	Private cash	\$ 25,000
b. Legal				\$ -
c. Audit				\$ -
Administration Total	\$ 23,000	\$ 2,000	private cash	\$ 25,000
ALL ACTIVITIES TOTAL	\$ 750,000	\$ 966,016	private cash	\$ 1,716,016

Rev. 2/2016

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.