

City of Pittsburg, Kansas
Commission Agenda
Tuesday, November 28, 2023
5:30 p.m.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, November 28, 2023
5:30 p.m.

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Proclamation – Dr. David Hurford Day
- c. Public Input

CONSENT AGENDA (ROLL CALL VOTE):

- a. Approval of the November 14, 2023, City Commission Meeting minutes.
- b. Approval of the applications submitted by the City of Pittsburg (Four Oaks Golf Course and Lincoln Park), DG Retail, LLC dba Dollar General Store #18856 (820 West 4th Street), DG Retail, LLC dba Dollar General Store #3785 (2810 North Broadway), DG Retail, LLC dba Dollar General Store #23865 (1026 East 4th Street), DG Retail, LLC dba Dollar General Store #13065 (2004 South Rouse), Pitt Stop, LLC dba Pitt Stop (902 South Joplin), Walmart Inc. dba Walmart #72 (2710 North Broadway), Walmart Inc. dba Walmart #5791 (1011 East Centennial), Walmart Inc. dba Walmart #5791 fuel station (1015 East Centennial), Ethan Ketterman dba Pitt Express (302 West 4th Street), Casey's Retail Company dba Casey's #3924 (2520 South Broadway), Casey's Retail Company dba Casey's #2961 (612 South Broadway), and Casey's Retail Company dba Casey's #2893 (2912 North Broadway), to sell Cereal Malt Beverages for the year 2024 and direct the City Clerk to issue the licenses.
- c. Approval of Ordinance No. S-1099, amending Ordinance No. S-1089 fixing the salary and compensation of the officers and employees of the City of Pittsburg, Kansas, and authorization for the Mayor to sign the Ordinance on behalf of the City.
- d. Approval of Ordinance No. G-1353, amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service, and authorization for the Mayor to sign the Ordinance on behalf of the City.
- e. Approval of Ordinance No. G-1354, amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service, and authorization for the Mayor to sign the Ordinance on behalf of the City.
- f. Approval of Resolution No. 1272, amending Resolution No. 1259, amending Resolution No. 1259 establishing Equivalent Residential Unit, ERU Rate and undeveloped property rate; and providing an effective date of January 1, 2024, and authorization for the Mayor to sign the Resolution on behalf of the City.

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- g. Approval of the Appropriation Ordinance for the period ending November 28, 2023, subject to the release of HUD expenditures when funds are received.

CONSIDER THE FOLLOWING:

- a. RESOLUTION NO. 1273 – Consider adopting Resolution No. 1273, recognizing the importance of SEK Recycling and approving funding in an amount comparable to funding provide by Crawford County, not to exceed \$60,000 annually. **Approve or disapprove the Resolution and, if approved, authorize the Resolution on behalf of the City.**
- b. REAL PROPERTY LEASE – 101 NORTH PINE STREET – Consider staff recommendation to enter into a twelve month Real Property Lease with 100 North Pine, LLC, for the property located at 101 North Pine Street to serve as the City's Public Housing Authority offices. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the Real Property Lease on behalf of the City.**
- c. COMMISSION MEETING SCHEDULE – Discussion is needed to determine the preference of the City Commission members as to the December City Commission Meeting schedule. **Take that action deemed appropriate.**

NON-AGENDA REPORTS & REQUESTS:

THE MAYOR'S MOMENT:

ADJOURNMENT

Office of the Mayor

THE CITY OF PITTSBURG, KANSAS

Proclamation

Whereas: Dr. David Hurford is a research scientist and professor of Psychology and Counseling at Pittsburg State University; and

Whereas: The Center for Research, Evaluation and Awareness of Dyslexia (Center for READING) and the Center for the Assessment and Remediation of Reading Difficulties (CARRD, Inc.) were founded by Dr. Hurford to serve individuals with dyslexia and other reading difficulties; and

Whereas: Located on the campus of Pittsburg State University, the Center for READING offers evaluation, intervention, and advocacy services to help individuals of all ages become successful readers; and

Whereas: Dr. Hurford has created a scientific approach that teaches children to "decode" what they are reading; and

Whereas: Classroom teachers across the country use a curriculum written and published by Dr. Hurford to prevent reading failure and to assist students in becoming competent readers; and

Whereas: The City of Pittsburg appreciates and respects Dr. Hurford for his commitment and contributions to the prevention and remediation of reading disabilities.

Now, Therefore, I, Ron Seglie, M.D., Mayor of the City of Pittsburg, Kansas, do hereby proclaim Tuesday, November 28th, 2023, as

DR. DAVID HURFORD DAY

and urge all citizens to express profound gratitude to Dr. Hurford for his efforts in helping struggling readers become competent readers.

Dated this 28th day of November, 2023.

ATTEST:

City Clerk

Mayor

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 14, 2023

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, November 14, 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, Stu Hite, Dawn McNay and Chuck Munsell.

Mayor Seglie led the flag salute.

Mayor Seglie proclaimed November 14, 2023, as Pittsburg Beautiful Day.

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

PUBLIC INPUT – William Strenth, 1515 Hampton, asked questions regarding the Silverback Landing development and about accountability in relation to items that are approved by the Planning & Zoning Commission and the City.

APPROVAL OF MINUTES – On motion of McNay, seconded by Hite, the Governing Body approved the October 24, 2023, City Commission Meeting minutes as presented. Motion carried.

APPROPRIATION ORDINANCE – On motion of McNay, seconded by Hite, the Governing Body approved the Appropriation Ordinance for the period ending November 14, 2023, subject to the release of HUD expenditures when funds are received. Motion carried with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell, and Seglie.

GOLF CART LEASE – On motion of Brooks, seconded Munsell, the Governing Body approved staff recommendation to waive the City's bid policy and accept a proposal submitted by Masek Golf Car Company for a five-year lease of thirty-six golf carts, for use at the Four Oaks Golf Course, in the amount of \$33,120 per year, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell, and Seglie.

SAFE ROUTES TO SCHOOL GRANT APPLICATION – On motion of Hite, seconded by Brooks, the Governing Body authorized staff to apply for a Safe Routes to School grant to install a sidewalk on the south side of East 20th Street from Meadowlark Elementary School to Rouse Street, and authorized the Mayor to sign the necessary documents, including a letter of support for the grant, on behalf of the City. Motion carried with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell, and Seglie.

VARIANCE REQUEST – On motion of Brooks, seconded by Munsell, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by Larry and Donna Shipman for a setback variance to accommodate an addition to the home at 706 Osage. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
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November 14, 2023

VARIANCE REQUEST – On motion of Hite, seconded by Brooks, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by MacCo Builders, LLC, for a setback variance to accommodate an addition to the building located at 902 South Joplin. Motion carried.

VACATION REQUEST – On motion of Brooks, seconded by Munsell, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by Ryan McMillan to vacate the unopened alley at 2709 North Michigan, and authorized staff to prepare the necessary Order. Motion carried.

LORENZ HAUS DEVELOPMENT, LLC REQUEST – On motion of Brooks, seconded by Hite, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant the request submitted by Lorenz Haus Development, LLC, to reimburse Lorenz Haus Development, LLC, an amount equal to 10% of the total project cost associated with the renovation of the property located at 211 North Broadway, with the City's investment, funded through the Revolving Loan Fund (RLF), earmarked specifically for infrastructure improvements, not to exceed \$67,500. Motion carried.

620 FABRICATION COMPANY REQUEST – On motion of Hite, seconded by Brooks, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant the request submitted by 620 Fabrication Company, a sister company of Leafy Green Farms, to reimburse Leafy Green Farms an amount equal to 10% of the total project cost associated with improvements to the property located at 305 South Joplin, with the City's investment, funded through the Revolving Loan Fund (RLF), earmarked specifically for infrastructure improvements, not to exceed \$49,000. Motion carried.

PURCHASING POLICY UPDATE – On motion of Brooks, seconded by Hite, the Governing Body approved staff recommendation to update the City's Purchasing to include a section regarding competitive proposals, and clarifying the wording in the Policy pertaining to the receipt of electronic bids. Motion carried.

GRANT AWARD – On motion of Hite, seconded by Munsell, the Governing Body approved (1) a Grant Agreement between the City of Pittsburg and the Kansas Housing Resources Corporation, (2) an Assumption Agreement between the City of Pittsburg and Smithsonian, LLC, managing member, and (3) a Personal Guaranty between the City of Pittsburg, and DVLP, LLC/Smithsonian, LLC, owners including Quentin Holmes, Monica Holmes, Patrick Crossland, Bonnie Crossland, Ian Youvan, Bart Arnett, and Micah Arnett in association with the grant to rehabilitate the Smith Clinic, located at 902 North Broadway and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
November 14, 2023

NON-AGENDA REPORTS & REQUESTS:

UPDATE ON PROJECTS - Director of Public Works and Utilities Matt Bacon announced that the East 27th Street Project will begin on November 15, 2023, with the area from Joplin Street to the east side of the entrance to Walmart. Mr. Bacon stated that East 27th Street from Joplin Street to Broadway will be closed on November 27, 2023. Mr. Bacon provided an update on the Quincy Street Project, noting that pavement will be installed soon.

PUBLIC INPUT RESPONSE – Discussion was held regarding Mr. Strenth's questions raised during Public Input. City Manager Daron Hall explained that developers can not initiate eminent domain, and stated that the City will not use eminent domain in relation to the Silverback Landing development. Mr. Hall provided information regarding the City's use of Development Agreements to outline project responsibilities. Mr. Strenth asked if the Silverback Landing developer had submitted the paperwork to certify that the roads are complete and ready to be accepted by the City. It was noted that Phase I of the Silverback Landing development is not complete, and that Rural Housing Incentive District (RHID) funds have not been released to the developer.

THE MAYOR'S MOMENT – Mayor Seglie announced that the City will be hosting a Christmas Tree Lighting ceremony at 6:30 p.m. on November 25th, 2023, at the Pritchett Pavilion, located at 2nd and Broadway.

BADGES AND BURGERS – Police Chief Brent Narges announced that Badges and Burgers will be held on Friday, November 17, 2023, from 11:00 a.m. to 1:00 p.m. at Fire Station No. 1. All proceeds from the event benefit the Children's Advocacy Center.

FIRE DEPARTMENT EVENT – Fire Chief Taylor Cerne announced that the Fire Department held a "Push-In" Ceremony earlier today to officially place a new fire truck in service.

ADJOURNMENT – On motion of McNay, seconded by Hite, the Governing Body adjourned the meeting at 6:52 p.m. Motion carried.

Ron Seglie, M.D., Mayor

ATTEST:

Tammy Nagel, City Clerk

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager

From: Kim Vogel, Director of Human Resources

CC: Tammy Nagel, City Clerk
Allison Ramsey, Director of Finance

Date: November 21, 2023

Subject: Agenda Item – November 28, 2023
2024 Salary Ordinance No. S-1099

City staff is recommending the amendment of Ordinance No. S-1089 with the adoption of Ordinance No. S-1099. Attached is the proposed 2024 Salary Ordinance with the amendment of minimum, midpoint and maximum salary ranges in all grades adjusted 3% for the Cost of Living Adjustment (COLA).

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

ORDINANCE NO. S-1099

AN ORDINANCE AMENDING ORDINANCE NO. S-1089 FIXING THE SALARY AND COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE CITY OF PITTSBURG, KANSAS.

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

Section 1. Salary and Compensation of Officers and Employees. Officers and employees of the City of Pittsburg, Kansas, shall receive salary and hourly wages, payable in bi-weekly installments, not to exceed the amount set opposite the respective classification of the officer or employee.

Section 2. City Commission. City Commissioners shall receive wages, payable in bi-weekly installments, not to exceed the amount set opposite the below classification. Additionally, each Commissioner shall be entitled to receive and be reimbursed for any reasonable expenses incurred as the result of trips outside of the City on any City business or expenses incurred by such Commissioners in the performance of any official act for or on behalf of the City.

CLASSIFICATION

City Commissioner

ANNUAL STIPEND

\$3,000

Section 3. City Manager's Authority. The City Manager is hereby empowered to employ qualified persons to fill any department head position at an annual salary at no more than the maximum amount allowed herein, and to employ qualified persons to fill any position other than department head on an annual salary or hourly wage at no more than the maximum amount allowed herein. Employees' salaries and wages may be increased by the City Manager at reasonable intervals until the maximum amount is reached and as may be allowed and paid from time to time. The City Manager is further empowered to allow salary incentive payments in addition to the base salary amounts contained herein, as authorized by the City Commission, for such items as Fire Department First Responder and EMT certificates, Public Works licenses and operator certificates, and Police education and special assignment duties, provided that such incentive payments do not increase employee pay more than 5% above the maximum amounts shown herein.

Section 4. Legal Officers. The following legal officers shall receive annual stipend as herein enumerated:

CLASSIFICATION

City Attorney

Legal Advisor/ Municipal Court Prosecutor

Municipal Court Judge

ANNUAL STIPEND

\$67,858

\$52,174

\$36,385

Section 5. Pay Grade Structure. Amounts listed below are for all employees regardless of non-exempt or exempt status. Non-Exempt employees are paid on an hourly basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours worked in a 7-day work cycle. Exempt employees are employees who are paid on a salary rate basis. Exempt employees are not eligible for overtime compensation.

GENERAL				
Grade	Titles	Min	Mid	Max
1 Part Time/ Seasonal	Cashier/Concessions Worker	\$9.46	\$11.56	\$13.66
	Clubhouse Worker			
	Event Worker			
	Intern			
	Lifeguard			
	Parks Maintenance Worker			
	Recreation Worker			
	Utilities Maintenance Worker			
2 Part Time/ Seasonal	Aquatic Center Maintenance Manager	\$11.56	\$14.71	\$17.86
	Aquatic Center Manager			
	Aquatic Center Program Manager			
	Concession Manager			
	Farmer's Market Manager			
	Instructor			
	Lead Event Worker			
	Recreation Leader			
3	Building Maintenance Worker	\$27,604	\$33,126	\$38,647
	Custodian			
	Mechanic Apprentice			
	Parks Heavy Equipment Operator Apprentice			
	Streets Heavy Equipment Operator Apprentice			
	Utilities Heavy Equipment Operator Apprentice			

4	Administrative Assistant I	\$29,416	\$36,770	\$44,122
	Airport Attendant I			
	Animal Control Technician			
	Cemetery Caretaker			
	Communications Technician I			
	Customer Service Representative I			
	Event Manager			
	Facility Maintenance Technician			
	Housing Specialist I			
	Mechanic I			
	Municipal Court Clerk			
	Parks Heavy Equipment Operator I			
	Police Records Clerk			
	Prosecution Clerk			
	Stormwater Collection Operator I			
	Streets Heavy Equipment Operator I			
	Traffic & Communications Technician			
	Wastewater Collection System Operator I			
	Wastewater Treatment Plant Operator I			
	Water Distribution Operator I			
	Water Service Representative I			
	Water Treatment Plant Operator I			
5	Animal Control Officer	\$32,652	\$40,815	\$48,977
	Assistant Technical Director			
	Codes Enforcement Inspector			
	Communications Technician II			
	Customer Service Representative II			
	Evidence Technician			
	Facility Maintenance Technician II			
	Homeless Services Coordinator (ESG)			
	Housing Specialist II			
	Information Technology Specialist			
	Multimedia Production Specialist			
	Parks Facilities Coordinator			
	Parks Heavy Equipment Operator II			
	Section 8 HQS Compliance Inspector			
	Staff Accountant I			
	Stormwater Collection Operator II			
	Street Sweeper Operator			
	Streets Heavy Equipment Operator II			
	Utility Location Specialist			
	Wastewater Collection Operator II			
	Water Distribution Operator II			
	Water Treatment Plant Operator II			

6	Administrative Assistant II	\$36,896	\$46,120	\$55,345
	Asset Management Support			
	Building Inspector			
	Clubhouse Manager			
	Communications Technician III			
	Community Development Specialist			
	Deputy City Clerk			
	Engineering Technician			
	Facility Maintenance Supervisor			
	Family Response Advocate			
	GIS Specialist			
	Housing Specialist III			
	Information Technology Specialist II			
	Mechanic II			
	Parks Maintenance/Vegetation Coordinator			
	Permit Technician			
	Project Coordinator			
	Staff Accountant II			
	Stormwater Collection Supervisor			
	Streets Supervisor			
	Wastewater Collection Supervisor			
	Water Distribution Supervisor			
	Water Plant Maintenance Technician			
	Water Treatment Plant Supervisor			
	Wastewater Plant Maintenance Technician			
	Wastewater Treatment Plant Supervisor			
7	Communications Supervisor	\$41,692	\$52,115	\$62,539
	Crime Analyst			
	Municipal Court Administrator			
	Neighborhood Redevelopment Manager			
	Network Administrator I			
	Payroll/Purchasing Manager			
	Records Administrator/Public Information Coordinator			
	Recreation Manager - Athletics			
	Recreation Manager - Operations			
	Technical Director			
	Wastewater Treatment Plant Quality Controller			

8	Customer Service Manager	\$47,947	\$59,933	\$71,920
	Engineering Supervisor			
	Housing Program Manager			
	Human Resources Manager			
	Network Administrator II			
	Public Information Manager			
	Special Projects Engineer			
9	Airport Manager	\$54,933	\$68,922	\$82,706
	Assistant HR Director			
	Fleet Manager/Asset Management Support			
	Golf Course Superintendent			
	Memorial Auditorium Manager			
	Parks Maintenance Superintendent			
	Recreation Superintendent			
	Stormwater Collections Superintendent			
	Street Superintendent			
	Technical Facilities Manager			
	Wastewater Collections Superintendent			
	Wastewater Treatment Plant Superintendent			
	Water Distribution Superintendent			
	Water Treatment Plant Superintendent			
10	Assistant Public Utilities Director	\$68,922	\$89,600	\$110,276
	Building Official			
	City Clerk			
	Deputy Chief of Police			
	Deputy Finance Director			
	Deputy Fire Chief/Fire Marshal/Safety Coordinator			
11	Director of Community Development & Housing	\$82,706	\$107,519	\$132,331
	Director of Finance & Budget			
	Director of Human Resources			
	Director of Information Technology			
	Director of Parks & Recreation			
	Director of Public Works & Utilities			
	Fire Chief			
	Police Chief			
12	Deputy City Manager	\$95,010	\$123,647	\$152,180
13	City Manager	\$123,647	\$160,742	\$197,835

Section 6. Hourly Wages for Full Time Firefighters: Grades F1-F5 listed below are for non-exempt firefighters who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 106 hours in a 14-day work cycle, based upon 2,912 hours worked in a year. Grade F6 is exempt and not eligible for overtime compensation.

FIRE				
	Titles	Min	Mid	Max
F1	Firefighter I	\$11.99	\$14.39	\$16.79
F2	Firefighter II	\$13.78	\$16.55	\$19.30
F3	Master Firefighter	\$14.62	\$17.54	\$20.46
F4	Fire Lieutenant	\$16.37	\$19.64	\$22.93
F5	Fire Captain	\$18.33	\$22.00	\$25.67
F6	Battalion Fire Chief	\$63,066	\$75,679	\$88,292

Section 7. Hourly Wages for Full Time Police Officers: Grades P1-P4 listed below are for non-exempt police officers who are paid on an hourly rate basis. Overtime, based on 1.5 times the appropriate hourly rate, is paid for all hours in excess of 40 hours in a 7-day work cycle. Grade P5 is exempt and not eligible for overtime compensation.

POLICE				
Grade	Titles	Min	Mid	Max
P1	Patrol Officer Recruit	\$19.75	\$20.54	\$21.32
	Patrol Officer I	\$21.32	\$23.40	\$25.47
	Patrol Officer II	\$23.03	\$26.32	\$29.61
P2	Police Officer III	\$21.34	\$26.68	\$32.03
	Detective I			
	Evidence Technician			
P3	Master Patrol Officer	\$25.39	\$29.80	\$34.20
	Detective II			
	Police Corporal			
	Evidence Control Specialist			
P4	Detective III	\$26.66	\$33.00	\$39.34
	Police Sergeant			
P5	Lieutenant	\$60,437	\$77,276	\$94,094

Section 8. Additional Employees. The City Manager, may, when necessary, employ additional personnel who shall receive for their services an amount based on the rate being paid for similar work as herein provided, the rate of pay for such work to be determined by the City Manager.

Section 9. Repealed. That Ordinance No. S-1089 of the City of Pittsburg, Kansas, and all other Ordinances, or parts of Ordinances, in conflict herewith be, and the same are, hereby repealed.

Section 10. Effective Date. This Ordinance shall take effect after its passage and publication in the official City paper with any changes being reflected on the January 19, 2023 pay date.

Passed on this 28th day of November, 2023

Ron Seglie, M.D., Mayor

ATTEST

Tammy Nagel, City Clerk

(Summary Published in The Morning Sun on November ____, 2023)

ORDINANCE NO. G - 1353

AN ORDINANCE amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service.

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

Section One. Section 82-111 of the Code of the City of Pittsburg, Kansas is hereby amended to read:

The monthly water rates and charges to be paid by consumers for water furnished by the water department of the City, which shall be applicable to all water bills shall be as set forth herein:

- a. Within the City of Pittsburg, Kansas:
 - (1) All water consumed not in excess of 200 cubic feet per month, minimum charge \$12.89
 - (2) The next 300 cubic feet per month, per 100 cubic feet \$5.36
 - (3) The next 1,500 cubic feet per month, per 100 cubic feet \$5.04
 - (4) The next 8,000 cubic feet per month, per 100 cubic feet \$4.78
 - (5) The next 8,000 cubic feet per month, per 100 cubic feet \$4.45
 - (6) The next 8,000 cubic feet per month, per 100 cubic feet \$4.24
 - (7) The next 74,000 cubic feet per month, per 100 cubic feet \$3.93
 - (8) All in excess of 100,000 cubic feet per month, per 100 cubic feet \$3.55
- b. Outside the City:
 - (1) All water consumed not in excess of 200 cubic feet per month, minimum charge \$25.74
 - (2) The next 300 cubic feet per month, per 100 cubic feet \$9.46
 - (3) The next 1,500 cubic feet per month, per 100 cubic feet \$7.37
 - (4) The next 8,000 cubic feet per month, per 100 cubic feet \$5.36
 - (5) The next 8,000 cubic feet per month, per 100 cubic feet \$5.04
 - (6) The next 8,000 cubic feet per month, per 100 cubic feet \$4.78
 - (7) The next 74,000 cubic feet per month, per 100 cubic feet \$4.45
 - (8) All in excess of 100,000 cubic feet per month, per 100 cubic feet \$4.24

Section Two. This Ordinance shall take effect and be in force and apply to all water rates and minimum charges beginning January 1, 2024, and after having been passed and a summary published in the official City newspaper.

Passed and Approved this 28th day of November, 2023.

Ronald Seglie - Mayor

Tammy Nagel – City Clerk

(Summary Published in The Morning Sun on November ____, 2023)

ORDINANCE NO. G - 1354

AN ORDINANCE amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service.

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

Section One. Section 82-141 of the Code of the City of Pittsburg, Kansas is hereby amended to read:

The monthly rates and charges applicable to all bills shall be as set forth herein for the use of the sewage disposal system to be paid to the City by all persons inside and outside the City, as hereinafter limited and defined, whose premises are connected or may hereafter be connected to the sanitary sewer system of the City, as follows:

1. For each sewer connection to the sewer disposal system of the City, whether the connection is for single, or multi-family residence, apartment, dormitory, hotel, rooming house, institution, business, commercial, industrial or governmental property, a minimum monthly service charge and, in addition, a monthly user charge based on the quantity of water used on the premises and/or discharged to the sanitary sewer, according to the following schedule:

- a. Inside the City:
 - (1) Minimum Service Charge for usage not in excess of 200 cubic feet per month \$22.48
 - (2) User Charge – per each additional 100 cubic feet per month \$3.23
- b. Outside the City:
 - (1) Minimum Service Charge for usage not in excess of 200 cubic feet per month \$44.78
 - (2) User Charge – per each additional 100 cubic feet per month \$6.34

- c. The water usage for the months of November, December and January shall be averaged each year to obtain a base upon which the user charge shall be computed. Provided, however, if a customer proves that the average water consumption of the months of November, December and January does not accurately reflect normal monthly usage for the year, then the customer may request the user charge be based upon actual monthly water usage. The user charge for new customers shall be based upon actual monthly water usage until average water usage for the months of November, December and January is calculated.

- d. Any non-domestic user that discharges wastewater, materials, or substances into the public sewers which possess the characteristics set forth in Section 82-401 through 82-414 of the Pittsburgh City Code, may be subject to additional charges pursuant to a special agreement between the City and said non-domestic User. Such special agreement shall be issued in the form of a permit.

2. If any User of water shall use more than 10,000 cubic feet of water in any month for commercial or industrial purposes and is, as established by separate meter paid for, installed and maintained by such user and open to inspection by and acceptable to the City's representatives, the sewer charge made to such customer for the use and services of the sewage disposal system shall be based on the amount of water furnished the customer during said month less the amount of such water which was not discharged into the City's sewer system.

3. A User who is not receiving water from the Pittsburgh Water System shall be charged a monthly service charge for the amount of water used measured by meter on rural system, by hour meter on pump usage with capacity known or by mutual agreement with the Director of Public Utilities. In the event that potential exists for significant consumption use of water, flow measurement devices located on the wastewater discharge point shall be used in lieu of a water meter. Said flow monitors shall be accessible so accuracy may be verified by the City at any time without restriction of access.

Section Two. This ordinance shall take effect and be in force and apply to all sewer rates and minimum charges beginning January 1, 2024, and after having been passed and a summary published in the official City newspaper.

Passed and Approved this _____ day of November, 2023.

Ronald Seglie - Mayor

Tammy Nagel – City Clerk

(Published in The Morning Sun on November ____ 2023)

RESOLUTION NO. 1272

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PITTSBURG, KANSAS, AMENDING RESOLUTION NO. 1272 ESTABLISHING EQUIVALENT RESIDENTIAL UNIT, ERU RATE AND UNDEVELOPED PROPERTY RATE; AND PROVIDING AN EFFECTIVE DATE OF JANUARY 1, 2024.

WHEREAS, Pittsburg City Code Section 82-546 provides the City Commission with the authority to establish by Resolution the Equivalent Residential Unit, which means the average Impervious Area of Residential Property per Dwelling Unit located within the City, the ERU Rate, which means the Stormwater Utility Fee charged on each ERU, and the Undeveloped Property Rate, which means the Stormwater Utility Fee charged on each acre of undeveloped Property;

WHEREAS, the City Manager has recommended to the City Commission pursuant to Pittsburg City Code Section 82-546 that the ERU rate as set by Resolution No. 1259 be increased as set forth below;

WHEREAS, the City Commission has evaluated the City Manager's recommendation and has determined that the fees set forth herein below are reasonable and necessary and are in accordance with the provisions of Pittsburg City Code Section 82-546; and

WHEREAS, the City Commission has determined it to be appropriate to implement the rates set forth herein as of the effective date of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS:

Section 1. ERU Established. The Equivalent Residential Unit is hereby established to be 3,106 square feet of impervious area.

Section 2. ERU Rate Established As of January 1, 2024. The ERU Rate to be charged for Stormwater Management Utility Fees for each ERU is hereby established to be \$4.17 per month as of January 1, 2024.

Section 3. Undeveloped Property Rate Established. The Underdeveloped Property Rate to be charged for Stormwater Management Utility Fees for each acre of Undeveloped Property is hereby established to be 0 percent.

Section 4. This Resolution shall become effective on January 1, 2024.

ADOPTED AT A REGULAR COMMISSION MEETING this _____ day of
November, 2023.

Mayor- Ronald Seglie

ATTEST:

City Clerk - Tammy Nagel

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	11/08/2023			194442		
C-CHECK	VOID CHECK	V	11/08/2023			194443		
C-CHECK	VOID CHECK	V	11/08/2023			194451		
C-CHECK	VOID CHECK	V	11/08/2023			194452		
C-CHECK	VOID CHECK	V	11/16/2023			194477		
C-CHECK	VOID CHECK	V	11/16/2023			194483		
C-CHECK	VOID CHECK	V	11/16/2023			194484		
C-CHECK	VOID CHECK	V	11/16/2023			194485		
C-CHECK	VOID CHECK	V	11/16/2023			194486		
C-CHECK	VOID CHECK	V	11/16/2023			194487		
C-CHECK	VOID CHECK	V	11/16/2023			194488		
C-CHECK	VOID CHECK	V	11/16/2023			194489		

* * 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:	12 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			12	0.00	0.00	0.00
BANK: *		TOTALS:	12	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8526	HEALTH PLANS, INC							
I-202311095064	CLAIMS PAID 11-01 TO 11-07-23	D	11/10/2023	49,706.74		000000		49,706.74
0551	A-7 AUSTIN, LTD							
I-42935	1,000 - BURGUNDY LASER CHECKS	E	11/09/2023	217.39		020406		217.39
8467	WASTE CORPORATION OF KANSAS, L							
I-BL0000006787	WWTP: SEPTIC / LEACHATE	E	11/09/2023	454.25		020407		454.25
8699	SCHILTZ LAWN AND GARDEN LLC							
I-10-23-23-2	SAM: OVERALLS	E	11/09/2023	89.00		020408		89.00
8724	ASSURED PARTNERS CAPITAL, INC							
I-63780	PROP & LIAB INS	E	11/09/2023	3,750.00		020409		3,750.00
8782	ED MILLER AUTO SUPPLY							
C-001930	V-BELT INV#1918 10/27/23	E	11/09/2023	1.22CR		020410		
C-999965	CORE DEPOSIT INV#999965	E	11/09/2023	18.00CR		020410		
I-000693	GAS CAP	E	11/09/2023	15.74		020410		
I-001036	2016 FORD VALVES	E	11/09/2023	16.79		020410		
I-001312	SHOP SUPPLIES	E	11/09/2023	9.88		020410		
I-001323	BELT	E	11/09/2023	16.24		020410		
I-001604	SPIN ON FLUID FILTER	E	11/09/2023	10.66		020410		
I-002191	IN LINE FLUID FILTER	E	11/09/2023	8.83		020410		
I-999824	FLASHER	E	11/09/2023	13.94		020410		72.86
8798	TIMOTHY G DURKIN							
I-202311065002	LATE FEES	E	11/09/2023	100.00		020411		100.00
8820	THE CHARLES MACHINE WORKS, INC							
I-93215213	MISC. SUPPLIES	E	11/09/2023	2,011.11		020412		2,011.11
8821	DEKRA-LITE							
I-S0069545	COMMUNITY FOUNDATION PASS THRU	E	11/09/2023	9,463.85		020413		9,463.85
0044	CRESTWOOD COUNTRY CLUB							
I-OCT 31/23 DH	OCT 2023 CITY MANAGER DUES	E	11/09/2023	357.98		020414		357.98
0101	BUG-A-WAY INC							
I-126937	FD #2: GENERAL PEST CONTROL	E	11/09/2023	30.00		020415		30.00
0317	KUNSHEK CHAT & COAL CO, INC.							
I-17925	1000 TON CLEAN ROCK	E	11/09/2023	5,226.30		020416		5,226.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0364								
I-202311075037	CRAWFORD COUNTY SHERIFF'S DEPA SEPT 2023 PRISONERS HELD	E	11/09/2023	4,375.00		020417		4,375.00
0659								
I-122937	PAYNES INC REPAIR PARTS	E	11/09/2023	737.66		020418		737.66
0711								
I-28264H	HAYNES EQUIPMENT CO INC WHEEL ASSEMBLY	E	11/09/2023	1,701.50		020419		1,701.50
0746								
I-W94880	CDL ELECTRIC COMPANY INC PD: WALL WRAP 1ST FLOOR	E	11/09/2023	1,496.25		020420		1,496.25
0866								
I-019396293	AVFUEL CORPORATION JET FUEL 7960.0	E	11/09/2023	29,962.00		020421		
I-019484304	JET FUEL 7440.0	E	11/09/2023	29,038.99		020421		59,000.99
1290								
I-8058990	CMI INC MISC PARTS	E	11/09/2023	450.00		020422		450.00
1299								
I-33839	STRUDEL ELECTRIC INC AIRPORT LIGHTS REPAIR	E	11/09/2023	645.00		020423		645.00
1478								
I-32473	KANSASLAND TIRE #1828 TIRE REPAIR	E	11/09/2023	368.20		020424		
I-32600	TIRE REPAIR	E	11/09/2023	1,492.28		020424		1,860.48
1657								
I-1035	CRAWFORD COUNTY HEALTH DEPT 2023 EMPLOYEE FLU SHOTS	E	11/09/2023	375.00		020425		375.00
1792								
I-008152	B&L WATERWORKS SUPPLY, LLC FORD REPAIR CLAMPS	E	11/09/2023	895.50		020426		
I-008167	FORD REPAIR CLAMPS	E	11/09/2023	3,460.40		020426		4,355.90
3668								
I-202311065005	MID AMERICA PROPERTIES OF PITT LATE FEES	E	11/09/2023	3,640.00		020427		
I-202311075021	805 S JOPLIN ST B	E	11/09/2023	1,348.00		020427		
I-202311075022	506 N WALNUT B	E	11/09/2023	1,950.00		020427		6,938.00
3802								
I-BMS527304	BRENNTAG MID-SOUTH INC ALUMINUM SULFATE	E	11/09/2023	3,245.00		020428		3,245.00
5393								
I-202311065006	ANGELES PROPERTIES LLC - HAP LATE FEES	E	11/09/2023	1,050.00		020429		1,050.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5640	I-INV01 11188	WELLPATH LLC INMATE HEALTHCARE	E 11/09/2023	36.00		020430		36.00
5648	I-NOV 2 023	JASON WISKE 2023 COURT SERVICE FEE	E 11/09/2023	1,000.00		020431		1,000.00
5791	I-223-3 26299-00	HOSPITAL DISTRICT #1 OF CRAWFO INMATE HEALTHCARE	E 11/09/2023	106.23		020432		106.23
6464	I-20231 1075020	PRO X PROPERTY SOLUTIONS, LLC 3000 N JOPLIN ST # 17 RENT	E 11/09/2023	904.80		020433		904.80
7239	I-10-18 -23 I-11-18 -23	JERRY MILLER OCT 2023 AWOS NOV 2023 AWOS	E 11/09/2023 E 11/09/2023	425.00 425.00		020434 020434		850.00
7629	I-16808	EARLES ENGINEERING & INSPECTIO FD #2 PAVEMENT REPLACEMENT	E 11/09/2023	532.50		020435		532.50
7655	I-86052 -2	HW ACQUISITIONS, PA MISC ANIMAL SERVICES	E 11/09/2023	1,327.75		020436		1,327.75
7806	I-T7730 64	CORE & MAIN LP SENSUS METERS	E 11/09/2023	3,770.00		020437		3,770.00
8005	I-20231 1065004	REMINGTON SQUARE APARTMENTS OF LATE FEES	E 11/09/2023	3,600.00		020438		3,600.00
8080	I-20231 1065003	SUNNYVALE INVESTMENT PROPERTIE LATE FEES	E 11/09/2023	4,725.00		020439		4,725.00
8132	I-10751 7	MIKE CARPINO FORD PITTSBURG IN CABLE	E 11/09/2023	98.24		020440		98.24
8238	I-51454 3008	US BANCORP GOVT LEASING & FINA ACCT: 077-0000243-003	E 11/09/2023	155,112.48		020441		155,112.48
8246	I-1053	BETHANY ANN BROOKS LANK BANK MOWING	E 11/09/2023	2,015.00		020442		2,015.00
8309	I-16970 35	MISSISSIPPI LIME COMPANY QUICKLIME CALCIUM OXIDE	E 11/09/2023	8,844.90		020443		8,844.90

VENDOR SET: 99 City of Pittsburg, KS

BANK: 80144 BMO HARRIS BANK

DATE RANGE:11/08/2023 THRU 11/21/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8326	KAYLYN HITE							
I-NOV 2 023	2023 COURT SERVICE FEE	E	11/09/2023	1,000.00		020444		1,000.00
8492	RUSSELL F. MIZE							
I-20231 1075030	228 W 8TH ST	E	11/09/2023	1,653.32		020445		1,653.32
8535	HEALTH PLANS, INC							
I-09/15 /2023	OCT 2023	E	11/09/2023	40,949.74		020446		
I-10/17 /2023	NOV 2023	E	11/09/2023	40,203.37		020446		81,153.11
8557	RICHARD J LITTLE							
I-20231 1075024	803 N LOCUST A	E	11/09/2023	2,800.00		020447		2,800.00
8649	UPLINK, LLC							
I-11913	CITY HALL: SECURITY MONITORING	E	11/09/2023	27.00		020448		27.00
8729	NATHAN HUGHES							
I-20231 1065008	UMPIRE	E	11/09/2023	175.00		020449		175.00
8741	SHANE KANNAR							
I-20231 1075036	RHID PAYMENT #2 - PAYTON'S	E	11/09/2023	9,693.83		020450		9,693.83
6528	GALE GROUP/CENGAGE							
I-82818 058	BOOKS	E	11/17/2023	24.00		020451		
I-82901 300	BOOKS	E	11/17/2023	24.80		020451		48.80
7392	ASSURECO RISK MANAGEMENT & REG							
I-12886	NOV 2023 EPA RMP COMPLIANCE	E	11/17/2023	350.00		020452		350.00
8202	PETROLEUM TRADERS CORPORATION							
I-19319 64	1489 #2 DIESEL /1020 #1 DIESEL	E	11/17/2023	12,356.61		020453		
I-19324 48	5936 UNLEADED	E	11/17/2023	18,138.27		020453		30,494.88
8400	TK ELEVATOR CORPORATION							
I-30075 26464	4TH QTR 2023	E	11/17/2023	4,005.60		020454		4,005.60
8467	WASTE CORPORATION OF KANSAS, L							
I-BL000 0006791	PD: TRASH DROP OFF	E	11/17/2023	175.06		020455		175.06
8528	SARANN AUTO LEASING, INC.							
I-3271	LEASE VEHICLES	E	11/17/2023	650.00		020456		
I-3275	LEASE VEHICLES	E	11/17/2023	650.00		020456		
I-3294	LEASE VEHICLES	E	11/17/2023	650.00		020456		1,950.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8782	ED MILLER AUTO SUPPLY							
I-001057	SHOP SUPPLIES	E	11/17/2023	39.16		020457		
I-001265	HOSE FITTINGS	E	11/17/2023	53.62		020457		
I-001908	BELT	E	11/17/2023	71.03		020457		
I-002030	RADIAL SEAL FILTER	E	11/17/2023	70.44		020457		
I-002043	COPPER GASKET	E	11/17/2023	2.32		020457		
I-002168	GRINDING WHEEL	E	11/17/2023	47.55		020457		
I-002190	SPIN ON FLUID FILTER	E	11/17/2023	13.66		020457		
I-002255	TIRE REP REFILL KIT	E	11/17/2023	6.96		020457		
I-002314	BENCH GRINDING WHEEL	E	11/17/2023	29.99		020457		
I-002322	OIL FILTER	E	11/17/2023	14.72		020457		
I-002373	SHOP SUPPLIES	E	11/17/2023	19.98		020457		
I-002408	GRINDING WHEEL	E	11/17/2023	47.55		020457		
I-002456	SPIN ON FLUID	E	11/17/2023	224.33		020457		
I-002457	SPIN ON FLUID FILTER	E	11/17/2023	19.26		020457		
I-002490	IN-LINE FLUID FILTER	E	11/17/2023	4.00		020457		
I-002764	SHOP SUPPLIES	E	11/17/2023	109.02		020457		773.59
8797	JEFF ASBELL - TIMBERCREEK							
I-161244	JAYCEE AREA CLEAN UP	E	11/17/2023	11,425.00		020458		
I-161332	BURN SITE CLEARING	E	11/17/2023	11,000.00		020458		22,425.00
8829	HOMER JAMES HILL							
I-202311155082	141 DEVONNA LN	E	11/17/2023	1,400.00		020459		1,400.00
0046	ETTINGERS OFFICE SUPPLY							
I-557673-1	MISC OFFICE SUPPLIES	E	11/17/2023	21.99		020460		
I-557726-0	MISC OFFICE SUPPLIES	E	11/17/2023	196.66		020460		
I-557804-0	MISC OFFICE SUPPLIES	E	11/17/2023	526.18		020460		
I-557804-1	MISC OFFICE SUPPLIES	E	11/17/2023	67.18		020460		
I-557806-0	MISC OFFICE SUPPLIES	E	11/17/2023	100.40		020460		
I-557904-0	MISC OFFICE SUPPLIES	E	11/17/2023	188.94		020460		
I-557910-0	MISC OFFICE SUPPLIES	E	11/17/2023	339.73		020460		
I-557987-0	MISC OFFICE SUPPLIES	E	11/17/2023	57.91		020460		1,498.99
0135	PITTSBURG AREA CHAMBER OF COMM							
I-29895	2023 ECO DEVO CONTRACT	E	11/17/2023	23,750.00		020461		23,750.00
0276	JOE SMITH COMPANY, INC.							
I-344306	4 OAK CONCESSIONS	E	11/17/2023	94.50		020462		94.50
0292	UNIFIRST CORPORATION							
I-1920046231	BAGGED WIPERS	E	11/17/2023	58.16		020463		58.16

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0335	CUSTOM AWARDS, LLC							
I-23.44 5	NAME TAGS	E	11/17/2023	30.00		020464		30.00
0577	KANSAS GAS SERVICE							
I-20231 1135071	FD #1: MONTHLY SVC	E	11/17/2023	14.35		020465		
I-20231 1135072	WWTP: MONTHLY SVC	E	11/17/2023	322.72		020465		
I-20231 1155080	ASPHALT PLANT: MONTHLY SVC	E	11/17/2023	7.04		020465		344.11
0726	PITTSBURG STATE UNIVERSITY							
I-11-09-23	2023 INNOVATIVE/SIERRA ILS	E	11/17/2023	6,575.00		020466		6,575.00
0746	CDL ELECTRIC COMPANY INC							
I-W8658 6	SIREN: CENTENNIAL / STILWELL	E	11/17/2023	877.00		020467		
I-W8660 4	SIREN: BATTERY	E	11/17/2023	619.76		020467		
I-W8713 7	PSU TRAFFIC LIGHT	E	11/17/2023	590.75		020467		
I-W8721 8	PARKING LIGHTS NORTH OF NAPA	E	11/17/2023	933.71		020467		3,021.22
0786	BUDGET PLUMBING LLC							
I-18495 3471	LIBRARY: TOILET REPLACEMENT	E	11/17/2023	1,700.94		020468		1,700.94
1299	STRUDEL ELECTRIC INC							
I-33838	NEW LED 12' WINDSOCK + POLE	E	11/17/2023	15,679.00		020469		15,679.00
1657	CRAWFORD COUNTY HEALTH DEPT							
I-20231 1095052	CAMP NOW & THEN LICENSING FEE	E	11/17/2023	50.00		020470		50.00
1792	B&L WATERWORKS SUPPLY, LLC							
I-00607 7	FORD CORP STOP	E	11/17/2023	808.40		020471		
I-00691 9	FORD PJ COUPLING	E	11/17/2023	451.40		020471		
I-00829 4	RED RUBBER GASKET MAT.	E	11/17/2023	1,074.80		020471		2,334.60
2005	GALLS PARENT HOLDINGS, LLC							
I-02604 9773	PETERSON: BOOTS	E	11/17/2023	112.09		020472		112.09
2186	PRODUCERS COOPERATIVE ASSOCIAT							
I-10451 66	AIRPORT: FUEL	E	11/17/2023	978.11		020473		
I-10451 67	AIRPORT: FUEL	E	11/17/2023	451.95		020473		1,430.06
2707	THE LAWNSCAPE COMPANY, INC.							
I-11-07-23	PD: IRRIGATION SERVICE	E	11/17/2023	160.00		020474		160.00
2767	BRENNTAG SOUTHWEST, INC							
I-BSW504166	LIQUID POLYMER	E	11/17/2023	2,696.76		020475		
I-BSW504167	LIQUID CHLORINE	E	11/17/2023	3,992.00		020475		6,688.76

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4307	HENRY KRAFT, INC.							
I-445673	MISC JANITORIAL SUPPLIES	E	11/17/2023	191.68		020476		
I-446372	MISC JANITORIAL SUPPLIES	E	11/17/2023	138.67		020476		330.35
4390	SPRINGFIELD JANITOR SUPPLY, IN							
I-687585	MISC JANITORIAL SUPPLIES	E	11/17/2023	95.64		020477		95.64
5855	STERICYCLE, INC.							
I-DA1025	MENGHINI: SHREDDING	E	11/17/2023	394.37		020478		394.37
6029	GARSITE PROGRESS LLC							
I-202311155084	2023 AVGAS REFUELER	E	11/17/2023	178,000.00		020479		
I-60345	FREIGHT	E	11/17/2023	1,250.00		020479		179,250.00
6175	HENRY C MENGHINI							
I-7152	JULY 2023 PHOTOCOPIES	E	11/17/2023	9.30		020480		
I-7173	AUG 2023 PHOTOCOPIES	E	11/17/2023	29.70		020480		
I-7189	SEPT 2023 PHOTOCOPIES	E	11/17/2023	9.70		020480		
I-7218	10-4-23 EDAC MEETING	E	11/17/2023	180.00		020480		
I-7219	11-1-23 EDAC MEETING	E	11/17/2023	195.00		020480		
I-7220	8-10-23 RLF REVIEW	E	11/17/2023	465.00		020480		888.70
6298	L. KEVAN SCHUPBACH							
I-202311135068	615 W PRAIRIE, GIRARD	E	11/17/2023	2,527.00		020481		
I-202311135069	506 E ST. JOHN, GIRARD	E	11/17/2023	1,200.00		020481		3,727.00
7151	QUADIENT FINANCE USA INC							
I-202311095065	PD POSTAGE	E	11/17/2023	400.00		020482		400.00
7284	TRANSYSTEMS CORPORATION							
I-INV-0004245235	EAST QUINCY STREET PROJ	E	11/17/2023	27,960.30		020483		27,960.30
7620	POMP'S TIRE SERVICE INC							
I-1220034768	ROAD SERVICE	E	11/17/2023	439.50		020484		439.50
7629	EARLES ENGINEERING & INSPECTIO							
I-16930	NEW WWTP DESIGN	E	11/17/2023	65,226.50		020485		
I-16931	CITY ENGINEER CONTRACT	E	11/17/2023	4,243.00		020485		
I-16932	FD #2 PAVEMENT REPLACEMENT	E	11/17/2023	961.80		020485		
I-16933	27TH STREET ENGINEERING	E	11/17/2023	1,125.00		020485		
I-16934	SW INDUST LIFT STATION	E	11/17/2023	11,700.00		020485		83,256.30
7749	CHARLIE PHILLIPS							
I-202311145078	FM TOKEN REFUND	E	11/17/2023	11.00		020486		11.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7806								
I-T816738	CORE & MAIN LP SENSUS METERS	E	11/17/2023	17,856.00		020487		17,856.00
7839								
I-819163716	VISION SERVICE PLAN INSURANCE NOV 2023	E	11/17/2023	2,013.20		020488		2,013.20
7995								
I-12098622	HERITAGE TRACTOR INC ELBOW FITTING	E	11/17/2023	39.40		020489		39.40
8080								
I-202311155081	SUNNYVALE INVESTMENT PROPERTIE 219 W HUDSON APT B	E	11/17/2023	1,325.00		020490		1,325.00
8103								
I-202311145077	ANDY ROBERTS FM TOKEN REFUND	E	11/17/2023	25.00		020491		25.00
8206								
I-39033790	LINDE INC LIQUID CARBON DIOXIDE	E	11/17/2023	5,109.00		020492		5,109.00
8457								
I-813052916	PENSKE COMMERCIAL VEHICLES US, FREIGHTLINER STOCK	E	11/17/2023	693.64		020493		693.64
8629								
I-202311145075	DAVID LEON GIEFER FM TOKEN REFUND	E	11/17/2023	134.00		020494		134.00
8649								
I-11573	UPLINK, LLC REPAIR OF IP FROM RADIO TOWER	E	11/17/2023	2,054.14		020495		2,054.14
8685								
I-202311145079	TRAVIS WILSON FM TOKEN REFUND	E	11/17/2023	9.00		020496		9.00
8822								
I-202311135067	CINDY HRIBAR 503 E GINARDI, FRONTENAC	E	11/17/2023	1,191.50		020497		1,191.50
0516								
I-90515810	AMERICAN CONCRETE CO INC CONCRETE	R	11/08/2023	1,213.00		194440		
I-90515814	CONCRETE	R	11/08/2023	655.00		194440		
I-90516116	CONCRETE	R	11/08/2023	655.00		194440		
I-90516567	CONCRETE	R	11/08/2023	783.00		194440		
I-90516568	CONCRETE	R	11/08/2023	779.00		194440		
I-90516628	CONCRETE	R	11/08/2023	531.00		194440		4,616.00
0523								
I-202311075035	AT&T MONTHLY SERVICE	R	11/08/2023	12,267.79		194441		12,267.79

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5966	BERRY COMPANIES, INC.							
I-73013032	FILTER ELEMENT INNER / OUTER	R	11/08/2023	206.16		194444		
I-73013033	100" BOLT ON CUTTING EDGE	R	11/08/2023	527.31		194444		733.47
4263	COX COMMUNICATIONS KANSAS LLC							
I-202311035001	FD #3 MONTHLY SERVICE	R	11/08/2023	83.21		194445		83.21
4263	COX COMMUNICATIONS KANSAS LLC							
I-202311075031	710 W 9TH: MONTHLY SERVICE	R	11/08/2023	58.76		194446		58.76
4263	COX COMMUNICATIONS KANSAS LLC							
I-202311075032	MEM AUD: MONTHLY SERVICE	R	11/08/2023	96.54		194447		96.54
4263	COX COMMUNICATIONS KANSAS LLC							
I-202311075033	MONTHLY SERVICE: NOV 2023	R	11/08/2023	387.69		194448		387.69
4263	COX COMMUNICATIONS KANSAS LLC							
I-202311075034	MONTHLY SERVICE: NOV 2023	R	11/08/2023	697.70		194449		697.70
7517	CRAW-KAN TELEPHONE COOPERATIVE							
I-202311075026	MONTHLY SERVICE OCT 2023	R	11/08/2023	3,023.28		194450		
I-202311075027	JEFF BAIR NOV 2023	R	11/08/2023	107.57		194450		
I-202311075028	MONTHLY SERVICE NOV 2023	R	11/08/2023	1,451.06		194450		4,581.91
0375	WICHITA WATER CONDITIONING							
I-696994	HOUSING: WATER	R	11/08/2023	8.75		194453		
I-697752	HOUSING: COOLER RENTAL	R	11/08/2023	10.50		194453		19.25
8430	EQUIPMENTSHARE.COM, INC							
I-3182411-000	3-PC BOLT ON EDGE KIT	R	11/08/2023	2,354.95		194454		
I-3240690-000	CASE - TENSIONER BELT	R	11/08/2023	230.00		194454		2,584.95
4636	EVERGY KANSAS CENTRAL INC. (HA							
I-202311075025	410 S FREE KING HWY #202	R	11/08/2023	1,558.85		194455		1,558.85
4108	INLAND TRUCK PARTS CO							
I-IN-1482467	HANGER BEARING	R	11/08/2023	821.83		194456		
I-IN-1484082	CRC BRAKE CLEAN / SYN GEAR OIL	R	11/08/2023	4,852.87		194456		5,674.70
2877	KDHE - BUREAU OF WATER							
I-202311085046	WWTP ANNUAL FEE	R	11/08/2023	555.00		194457		555.00
1370	KDHE							
I-202311085047	APPLICATION - ENVIRONMENTAL	R	11/08/2023	500.00		194458		500.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0225	KDOR							
I-202311075019	3RD QTR 2023 WATER FEES	R	11/08/2023	12,157.99		194459		12,157.99
7480	RODGER PETRAIT							
I-202311065007	UMPIRE	R	11/08/2023	125.00		194460		125.00
0497	CRAWFORD COUNTY DISTRICT COURT							
I-202311085048	STATUTORY BOND: E 27TH ST PROJ	R	11/08/2023	36.00		194461		36.00
0380	KANSAS DEPARTMENT OF REVENUE							
I-202311085049	1 CMB STAMP SOLD AUG 2023	R	11/08/2023	25.00		194462		25.00
1	CRAWFORD, SYDNIE							
I-202311135070	CRAWFORD, SYDNIE:	R	11/13/2023	3,502.89		194463		3,502.89
6154	4 STATE MAINTENANCE SUPPLY INC							
I-662843	MISC JANITORIAL SUPPLIES	R	11/16/2023	197.20		194464		197.20
8658	AMINO BROTHERS CO., INC							
I-PAY APP # 12	QUINCY STREET CONSTRUCTIO	R	11/16/2023	301,355.38		194465		301,355.38
8828	ANDRE DAVIS							
I-202311145073	UMPIRE	R	11/16/2023	50.00		194466		50.00
5966	BERRY COMPANIES, INC.							
I-73013159	HYDRAULIC OIL, 5 GAL	R	11/16/2023	406.20		194467		406.20
8755	CAROL GOOD							
I-202311145076	FM TOKEN REFUND	R	11/16/2023	46.00		194468		46.00
6545	CENTER POINT INC							
I-2047859	BOOKS	R	11/16/2023	74.01		194469		74.01
1	DOLLAR GENERAL - OVERPAY							
I-202311095051	DOLLAR GENERAL - OVERPAY:	R	11/16/2023	20.00		194470		20.00
6809	RICHARD GILMORE							
I-9665	POLICE STATION HOT WATER TANK	R	11/16/2023	17,633.05		194471		17,633.05
8479	GODFREY'S INDOOR SHOOTING AND							
I-S148388	PD: PANTS	R	11/16/2023	252.95		194472		252.95
7274	INTERNATIONAL TOWN & GOWN ASSO							
I-ITGAO2134	2024 MEMBERSHIP	R	11/16/2023	450.00		194473		450.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2877	I-202311135066	PDHE - BUREAU OF WATER PROJECT CHARGE: E QUINCY	R 11/16/2023	60.00		194474		60.00
8377	I-29567	LONGAN CONSTRUCTION COMPANY COLD PATCH - BULK	R 11/16/2023	1,259.53		194475		1,259.53
7945	I-12891 I-12949 I-12965 I-12992 I-12993 I-12994 I-13059 I-13085 I-13086	LUCKY-BUT LAWN CARE, LLC MINER'S: LANDSCAPING SCHLANGER: MAINTENANCE MINER'S: MAINTENANCE 3 OF 3 MINER'S REHAB MINER'S: LANDSCAPING SCHLANGER: MAINTENANCE SCHLANGER: MAINTENANCE SCHLANGER: MAINTENANCE MINER'S: LANDSCAPE MAINTENANCE	R 11/16/2023 R 11/16/2023 R 11/16/2023 R 11/16/2023 R 11/16/2023 R 11/16/2023 R 11/16/2023 R 11/16/2023 R 11/16/2023	240.00 329.50 736.72 1,041.25 1,221.72 82.50 110.00 110.00 736.72		194476 194476 194476 194476 194476 194476 194476 194476 194476		4,608.41
1	I-202311095054	PECK, MARLYCE PECK, MARLYCE:	R 11/16/2023	400.00		194478		400.00
8252	I-202311145074	PERRY SUMMY FM TOKEN REFUND	R 11/16/2023	66.00		194479		66.00
6377	I-10312023B	SOUTHEAST KANSAS RECYCLING CEN LIBRARY: OCT PICKUP	R 11/16/2023	30.00		194480		30.00
7442	I-10092023A	UNIFIED SCHOOL DISTRICT #250-C CAMP NOW & THEN TRANSPORTATION	R 11/16/2023	1,557.50		194481		1,557.50
5589	I-9948203568 I-9948232552	CELLCO PARTNERSHIP SPECIAL CIRCUITS CITY CELL PHONES	R 11/16/2023 R 11/16/2023	369.44 22,178.00		194482 194482		22,547.44
1	I-202311095050	WALMART - OVERPAY WALMART - OVERPAY:	R 11/16/2023	20.00		194490		20.00
6832	I-12197	WICHITA STATE UNIVERSITY 2023 KEOT MEMBERSHIP	R 11/16/2023	425.00		194491		425.00
0674	I-202311095057	WILBERT SCREEN PRINTING INC HELICONIA PINK T-SHIRTS	R 11/16/2023	544.00		194492		544.00
0397	I-202311175087	PITTSBURG POLICE DEPT 2023 BADGES & BURGERS START UP	R 11/17/2023	400.00		194493		400.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
* * T O T A L S * *								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
REGULAR CHECKS:		42		402,665.37		0.00		402,665.37
HAND CHECKS:		0		0.00		0.00		0.00
DRAFTS:		1		49,706.74		0.00		49,706.74
EFT:		92		839,782.08		0.00		839,782.08
NON CHECKS:		0		0.00		0.00		0.00
VOID CHECKS:		0	VOID DEBITS	0.00				
			VOID CREDITS	0.00		0.00		
TOTAL ERRORS: 0								
		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
VENDOR SET: 99	BANK: 80144 TOTALS:	135		1,292,154.19		0.00		1,292,154.19
BANK: 80144	TOTALS:	135		1,292,154.19		0.00		1,292,154.19
REPORT TOTALS:		135		1,292,154.19		0.00		1,292,154.19

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 11/08/2023 THRU 11/21/2023
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 28th day of November, 2023.

ATTEST:

Ron Seglie, M.D., Mayor

Tammy Nagel, City Clerk

To: Daron Hall, City Manager

From: Denise Fitzpatrick, Chair, Sustainability Advisory Committee

Subject: SEK Recycling

SEK Recycling has been an important part of the Pittsburg community for a number of years and has largely been able to sustain itself during that time. However, significant changes in the recycling industry and inflationary cost increases have created an environment that is forcing it to restructure its business model.

The Sustainability Advisory Committee identified SEK Recycling as important to its goals as a standing committee of the City Commission and has had numerous discussions regarding its situation.

SEK Recycling has conducted a strategic planning process and worked with small business consultants to begin making operational changes to allow it to continue as a viable organization. As it implements its new business model, it will require supplemental funding during the transition.

The Sustainability Advisory Committee strongly supports financial support for SEK Recycling and recommends the City Commission pass a resolution that recognizes the importance of SEK Recycling and agrees to contribute funding comparable to contributions made by Crawford County.

Please place this resolution for consideration on the City Commission agenda for the November 28, 2023 meeting.



Denise Fitzpatrick
Chair, Sustainability Advisory Committee

(Published in The Morning Sun on November ____2023)

RESOLUTION NO. 1273

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PITTSBURG, KANSAS, RECOGNIZING THE IMPORTANCE OF SEK RECYCLING AND APPROVING FUNDING COMPARABLE TO THAT PROVIDED BY CRAWFORD COUNTY.

WHEREAS, For over twenty years, SEK Recycling has provided important services to the community and has been successful at diverting materials from the landfill and educating the community on the benefits of recycling; and

WHEREAS, SEK Recycling has collected over two million pounds of household and commercial recyclables and operates an Electronics Waste and Household Hazardous Waste Collection operation to keep these dangerous materials out of the local environment; and

WHEREAS, Continuation of SEK Recycling is a primary goal of the city's Sustainability Advisory Committee; and

WHEREAS, Changes in the recycling industry and inflationary cost increases have necessitated a change to SEK Recycling's business model; and

WHEREAS, SEK Recycling requires supplemental funding as it transitions to its new business model,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS:

Section 1. Funding for SEK Recycling is approved in an amount comparable to funding provided by Crawford County for SEK Recycling above what it currently provides.

Section 2. Funding under this resolution shall not exceed \$60,000.00 annually.

Section 3. This Resolution shall become effective on November 28, 2023.

ADOPTED AT A REGULAR COMMISSION MEETING this _____ day of November, 2023.

Mayor- Ronald Seglie

ATTEST:

City Clerk - Tammy Nagel

To: Pittsburg City Commission
 Crawford County Commission

The following packet outlines the five-year vision for the SEK Recycling Center as it attempts to move toward sustainability.

Included are five-year financial projections, letters of support from community stakeholders and partners, and activities that the board of directors have undertaken in an attempt to move the SEK Recycling Center in a sustainable direction.

While some of the surface features of SEK Recycling's operation have improved (the addition of space and equipment, and the hiring of labor to process materials), the core of the operation—collecting recyclable materials, sorting them, and shipping them as-is to companies for processing—has remained largely unchanged. As you will see from the financial numbers provided, this is not a profitable enterprise. Prices for commodities have remained largely flat, while costs have steadily gone up. And because sorting and shipping materials is labor-intensive, scalability remains limited.

To address this situation, the SEK Recycling board has engaged in a number of activities during the past year in order to address the long-term sustainability of its operations. The board contracted with Greenbush in November 2022 to conduct a strategic planning session and developed a list of action items to help improve revenue. SEK Recycling has also signed on to become a client of the Small Business Development Center to help develop strategies and programs. The National Institute for Materials Advancement (NIMA, formerly the Kansas Polymer Research Center) has received a planning grant for materials recycling in which SEK Recycling will act as a key component, with the goal of having SEK Recycling processing materials and selling them directly to local businesses for use in new products. The board has hired a Director of Development to assist in fundraising, business engagement, and membership development, and has created an endowment fund with the Community Foundation of Southeast Kansas to advance efforts toward long-term sustainability.

While these activities hold promise for the future, they will take time to come to fruition. Because SEK Recycling and its partners believe its operations are a critical public service, primarily in keeping materials in productive use and extending the life of the Oak Grove landfill, the SEK Recycling board is requesting support in the amount of \$5,000 per month (\$60,000 per year) from both the City of Pittsburg and Crawford County for a period of five years, a level of support the board believes will allow it to continue current operations while it develops its capacity and moves to long-term sustainability in its operations. The goal is, at the end of that period, to have a truly sustainable recycling operation that offers more services and greater value to the community. Without this support or a similarly sustained infusion of funds, SEK Recycling will not be able to continue its current level of operations, and it will make moving to a sustainable operation considerably more difficult.

Respectfully submitted,

Jeremy Johnson
Chair, SEK Recycling

FUTURE BUDGET PLAN 2024-2028
COMMODITY INCOME

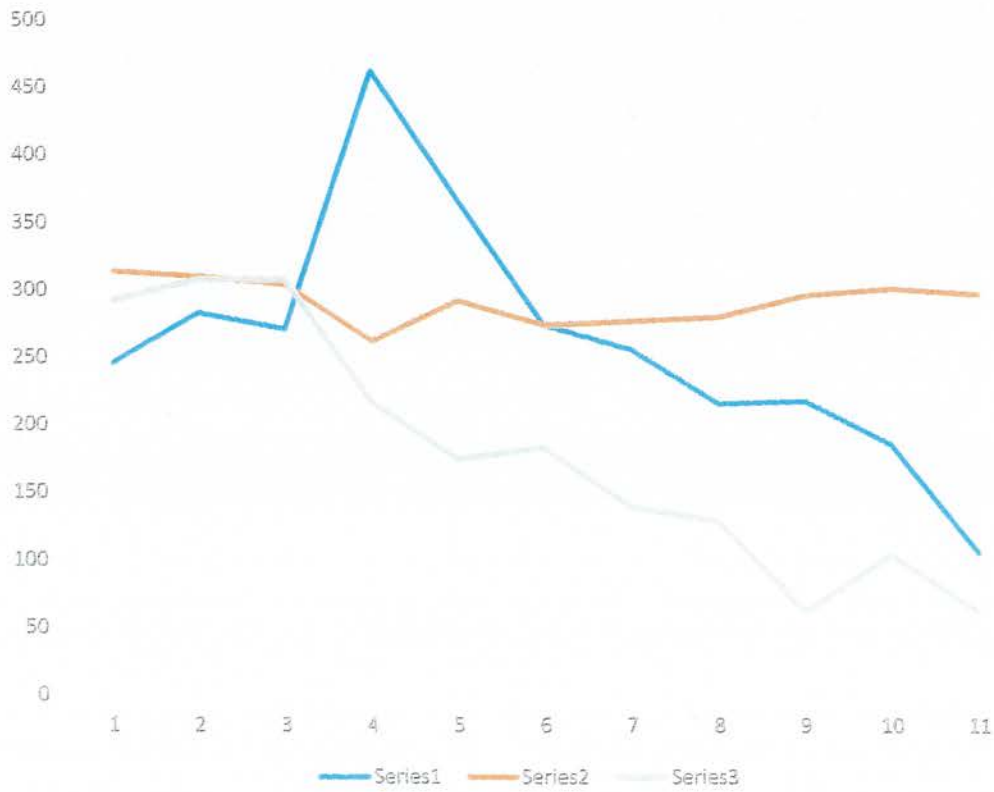
	2023	Actual (NOV2023 et tons	2024	2025	2026	2027	2028 Five Year Total
	tons		tons	tons	tons	tons	
408G06 Sales Clothes	107 \$	38,800 \$	107 \$	38,800	107 \$	38,800	38,800 \$
408G05 Sales Metal	112 \$	38,700 \$	112 \$	30,000	131 \$	30,000	30,000 \$
408G01 Sales Cardboard	278 \$	39,000 \$	278 \$	300 \$	278 \$	300 \$	25,000 \$
408G02 Sales Paper	236 \$	34,500 \$	236 \$	25,000	254 \$	25,000	25,000 \$
408G03 Sales Plastic	50 \$	15,300 \$	50 \$	15,300	59 \$	15,300	15,300 \$
408G03 Sales EWaste	45 \$	4,000 \$	45 \$	4,000	45 \$	4,000	4,000 \$
Grocery Bags/3-7 plastic	14 \$	500 \$	0 \$	0 \$	14 \$	14 \$	15 \$
408GL04 Sales Glass-002	73 \$	400 \$	73 \$	100	73 \$	100	79 \$
Commodity Income total	915 \$	171,200 \$	901 \$	138,200	961 \$	138,200	1,092 \$
Other Operation Income							
Resale Shop	\$	26,000	\$	24,150	\$	26,625	\$
Collection Fees	\$	25,600	\$	28,350	\$	31,250	\$
Paper Shredding	\$	7,500	\$	3,150	\$	3,475	\$
Truck Route	\$	10,500	\$	12,600	\$	13,900	\$
Large Item Dropoff	\$	8,200	\$	12,600	\$	13,900	\$
Memberships&Donations	\$	25,900	\$	40,000	\$	50,000	\$
HHW Income	\$	25,000	\$	44,000	\$	48,500	\$
Miscellaneous	\$	3,200	\$	1,000	\$	1,100	\$
Other Income total	\$	131,900	\$	165,850	\$	188,750	\$
Total Operations Income	\$	303,100	\$	304,050	\$	326,950	\$
City/County support	\$		\$	120,000	\$	120,000	\$
Expenses	2023		2024	2025*	2026	2027**	2028 Five year total
Clothes payments to local Non-profits	\$	14,100	\$	11,000	\$	11,000	\$
Alum and paper purchases	\$	8,200	\$	4,000	\$	4,000	\$
E-waste and HHW Disposal	\$	12,000	\$	8,000	\$	8,000	\$
Wages & Payroll taxes	\$	224,900	\$	224,000	\$	284,000	\$
Resales shop sales tax	\$	2,000	\$	2,300	\$	2,550	\$
Property, liability, & workcomp	\$	31,000	\$	3,200	\$	3,400	\$
HHW Insurance	\$	5,300	\$	5,300	\$	5,400	\$
Supplies	\$	21,000	\$	28,000	\$	35,000	\$
Mortgage	\$	14,000	\$	14,000	\$	14,000	\$
Utilities	\$	10,000	\$	13,000	\$	15,000	\$
misc	\$	27,500	\$	27,500	\$	27,500	\$
MAINTENANCE	\$	25,000	\$	6,000	\$	8,000	\$
Total Operating Expenses	\$	370,000	\$	366,300	\$	417,850	\$
NET Operating Income	\$	(66,900)	\$	68,750	\$	42,000	\$

NOTE:
Historical five year average for commodity income is \$150,000
\$1/hr raise in wages in 2024,2025,2026
5% increase in services revenue
added Maintenance expense

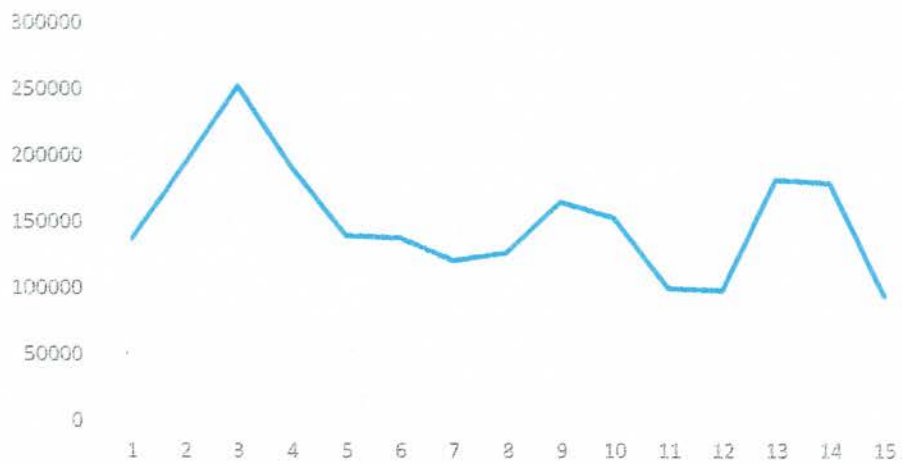
Paper invoice price
2013 - 2023



Paper shipments 2013-2023



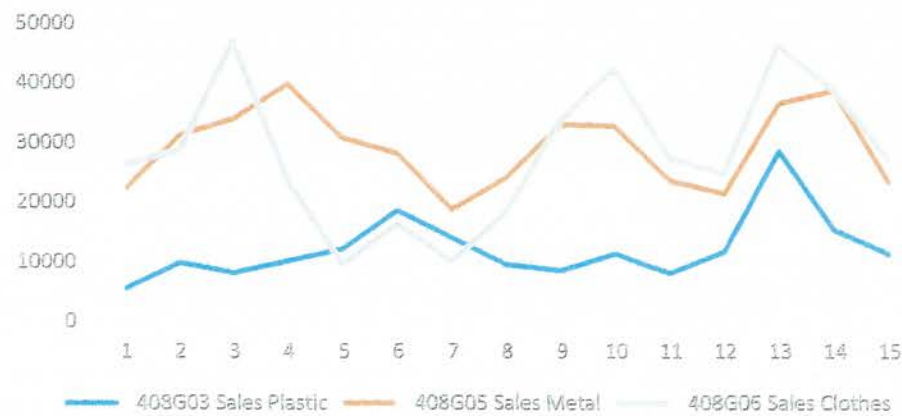
Total Commodity Revenue 2009-2023



OCC/Paper Revenue 2009-2023



Metal/Plastic/Clothes Revenue 2009-2023





Jeremy Johnson <jeremy.johnson@greenbush.org>

SEK Recycling - Kansas SBDC

Christopher Pennington <cwpennington@pittstate.edu>

Fri, Nov 17, 2023 at 8:40 AM

To: "jeremy.johnson@greenbush.org" <jeremy.johnson@greenbush.org>

Jeremy,

As we discussed the other day regarding your upcoming meeting with the City of Pittsburg, I am writing to confirm that SEK Recycling has engaged the services of the Kansas SBDC. Together we will work on the development of a business plan and cash flow projections that will aid in the solvency of the SEK Recycling Center. As part of the strategy, we are establishing milestones for SEK Recycling to hit. We have identified a phased rollout of offering curbside pickup of recycled content to the residents Pittsburg and future partnership with the City of Pittsburg as a potential path forward. Working with Jan we have identified recycling centers that offer curbside pickup and operate in similar locations to Pittsburg, KS in both city population and university enrollment. Although the conversations have just begun, Jan has started reaching out to these locations to learn more about their programs.

As a client of the Kansas SBDC, at the direction of you and or other officers of SEK Recycling, I will provide you with any information that you would like (within our capabilities) to pass forward to the City of Pittsburg and other parties as you move forward.

Sincerely,

Chris

Chris Pennington

Tech Innovation Business Advisor

Kansas SBDC at Pittsburg State University

Toll Free: (800) 949-7661

Cell: (417) 208-6259

Email: cwpennington@pittstate.edu<https://www.kansassbdc.net/>



November 20, 2023

Pittsburg City Commission
201 W. 4th St.
Pittsburg, KS 66762

Crawford County Commissioners
111 E. Forest
Girard, KS 66743

Dear Pittsburg City and Crawford County Commissioners,

We are writing to express our strong support for the Southeast Kansas Recycling Center and to advocate for the allocation of funding from public entities to sustain and expand its critical operations. SEK Recycling has become an indispensable cornerstone of our community, making a significant impact on the environment and our local economy.

Over the years, SEK Recycling has demonstrated an unwavering commitment to environmental sustainability and responsible waste management. Its presence in our community has led to a notable reduction in waste, an increase in recycling rates, and the creation of jobs, among many other positive outcomes.

We wish to highlight several reasons why we believe that funding SEK Recycling is essential:

1. **Environmental Impact:** SEK Recycling plays a pivotal role in mitigating the environmental impact of waste disposal. By promoting recycling and waste diversion, the center actively contributes to reducing carbon emissions and conserving natural resources.
2. **Economic Benefits:** Beyond its environmental benefits, the recycling center provides economic advantages to our community. It generates jobs, stimulates the local economy, and supports businesses within the recycling industry, contributing to our overall economic well-being.
3. **Community Engagement:** The center engages with the community through educational programs, outreach initiatives, and partnerships with local schools and organizations. These efforts help raise environmental awareness and encourage responsible waste practices among residents.
4. **Convenience and Accessibility:** SEK Recycling offers a convenient and accessible location for individuals and businesses to dispose of recyclable materials. This accessibility fosters active participation in recycling and waste reduction.
5. **Collaboration:** The recycling center actively collaborates with local businesses, further strengthening the bonds within our community and encouraging shared responsibility for sustainability.

In light of the vital role SEK Recycling plays in our community, we urge the City and County to consider providing funding to support its continued operation and growth. By doing so, we can ensure that the Center continues to make a positive impact on our environment and economy.

Thank you for your attention to this important matter. We believe that an investment in SEK Recycling is an investment in the future of our community. By supporting this important facility, we can collectively work towards a cleaner, greener, and more sustainable future for all residents.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Shipp", with a stylized flourish at the end.

Dr. Daniel J. Shipp
President



Tyler Research Center
1204 Research Road
Pittsburg, KS 66762
620-235-6120

Pittsburg City Commission
201 W. 4th St.
Pittsburg, KS 66762

11/08/2023

Crawford County Commissioners
111 E. Forest
Girard, KS 66743

Dear Pittsburg City and Crawford County Commissioners:

I am writing to express our strong support for the Southeast Kansas Recycling Center and to advocate for the allocation of funding from public entities to sustain, and expand, EK Recycling its critical operations. SEK Recycling has become an indispensable cornerstone of our community, making a significant impact on the environment and our local economy.

Over the years, SEK Recycling has demonstrated an unwavering commitment to environmental sustainability and responsible waste management. Its presence in our community has led to a notable reduction in waste, an increase in recycling rates, and the creation of jobs, among many other positive outcomes.

As the City of Pittsburg and Crawford County look toward future economic growth, it is prudent to assess the winds driving change across the nation and around the globe. Clearly, the growing interest in environmental awareness will continue for the foreseeable future. This, coupled with the National Institute for Materials Advancement's (NIMA) vision to build on Pittsburg State University's core competences in materials science (plastics, polymers, and semiconductors) and generate jobs across the region, underpins our belief that SEK Recycling provides an attractive, and operating, foundation to build a large materials recycling facility (facilities) (MRF) to serve the four-states region. Clearly, the U.S. Economic Development Administration agrees with the viability of this vision as they recently awarded a \$100,000 (with \$100,000 university match) for a proposal built heavily on SEK Recycling as a central component.

In light of the vital role SEK Recycling plays in our community, and the anticipated job growth from expanded operations, including materials-based manufacturing, we urge the City and County to provide funding to support its continued operation and growth.

Thank you for your attention to this important matter and for considering our perspective.

Sincerely,

Ram Gupta
Associate Vice President of Research and Support
Pittsburg State University
Pittsburg, KS 66762
rgupta@pittstate.edu



Community Health Center of Southeast Kansas

3011 N. MICHIGAN, P.O. BOX 1832, PITTSBURG, KS 66762
PHONE: 620.231.9873 FAX 620.235.0869

Pittsburg City Commission
201 W. 4th St.
Pittsburg, KS 66762

AND

Crawford County Commissioners
111 E. Forest
Girard, KS 66743

Dear Pittsburg City and Crawford County Commissioners,

Community Health Center of Southeast Kansas (CHC/SEK), the region's only federally qualified health center serving more than 72,000 patients in southeast Kansas, is excited to support the Southeast Kansas Recycling Center (SEK Recycling) and to advocate for the allocation of funding from public entities to sustain and expand its critical operations. SEK Recycling has become an indispensable cornerstone of our community, making a significant impact on the environment and our local economy.

Over the years, SEK Recycling has demonstrated an unwavering commitment to environmental sustainability and responsible waste management. Its presence in our community has led to a notable reduction in waste, an increase in recycling rates, and the creation of jobs, among many other positive outcomes.

We wish to highlight several reasons why we believe that funding SEK Recycling is essential:

1. **Environmental Impact:** SEK Recycling plays a pivotal role in mitigating the environmental impact of waste disposal. By promoting recycling and waste diversion, the center actively contributes to reducing carbon emissions and conserving natural resources.
2. **Economic Benefits:** Beyond its environmental benefits, the recycling center provides economic advantages to our community. It generates jobs, stimulates the local economy, and supports businesses within the recycling industry, contributing to our overall economic well-being.
3. **Community Engagement:** The center engages with the community through educational programs, outreach initiatives, and partnerships with local schools and organizations. These efforts help raise environmental awareness and encourage responsible waste practices among residents.

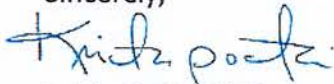
4. Convenience and Accessibility: SEK Recycling offers a convenient and accessible location for individuals and businesses to dispose of recyclable materials. This accessibility fosters active participation in recycling and waste reduction.

5. Collaboration: The recycling center actively collaborates with local businesses, further strengthening the bonds within our community and encouraging shared responsibility for sustainability.

In light of the vital role SEK Recycling plays in our community, we urge the City and County to consider providing funding to support its continued operation and growth. By doing so, we can ensure that the Center continues to make a positive impact on our environment and economy.

Thank you for your attention to this important matter. We believe that an investment in SEK Recycling is an investment in the future of our community. By supporting this important facility, we can collectively work towards a cleaner, greener, and more sustainable future for all residents.

Sincerely,



Krista Postai, CEO

**Southeast Kansas Recycling Center
Strategic Planning and Survey Report**

November 2022



Created for:
Southeast Kansas Recycling Center

Created by:
The Center of Community Supports at Greenbush



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About the Project

The Southeast Kansas Recycling Center (SEK Recycling) was incorporated in 2002 as a non-profit organization with a mission of “providing area recyclers a place to bring materials, as well as to educate the community on recycling.” In recognition of the organization’s 20th anniversary, its Board of Directors (Board) elected to begin a strategic planning process intended to prepare them for success in future years.

The Board contracted with the Center of Community Supports at Greenbush (CCS) to conduct the following:

- Facilitate a “speed planning” strategic planning process.
- Design and administer two surveys: one for residents and one for stakeholders
- Complete an action plan for 2023

The results from the speed planning process, both surveys, and the action plan are included in this report.

Strategic Planning

On November 2, 2022, eleven board members met with two members of the CCS Team to work through a “speed” strategic planning process to 1) Calibrate the Board and 2) Identify priorities and next steps.

To accomplish this, the CCS staff provided the Board with a brief history of SEK Recycling, operational and financial statistics, community data, and survey results.

To see individual responses from the Board Strategic Planning Process, please see Appendix A: What Do We Believe; Appendix B: What Do We Want; and Appendix C: Prioritization of Board “Wants.”

The priorities of the Board were discussed, and specific action items were laid out in four categories, all of which complement one another. The four categories are:

- Increase funding streams
- Increase community awareness and education
- Identify potential expenses over the next five years
- Articulate succession planning for Board and key positions

On November 10th, the Board met to discuss the action items, review dates, and assign responsible parties to each item. The action plan can be found in Appendix D: Action Plan.

Resident Survey Results

To identify ways to improve services to area residents, a survey was developed and administered. From to October 4, 2022 to November 2, 2022, 421 responses were received.

Resident Demographics

Most responses were from those dropping off their recyclables during tunnel drop-off days.

An overwhelming number of residents were from Crawford County (89%). The second and third most popular counties reported were Bourbon (3%) and Cherokee (3%) Counties.

Most of the residents reported they were female (58%), while 41% were male, and less than 1% preferred to self-identify.

Residents reported being in the following age ranges:

- 35% were over 65
- 23% were 56-65
- 16% were 46-55
- 12% were 36-45
- 8.3% were 26-35
- 5.6% were 18-25
- Less than 1% were under 18

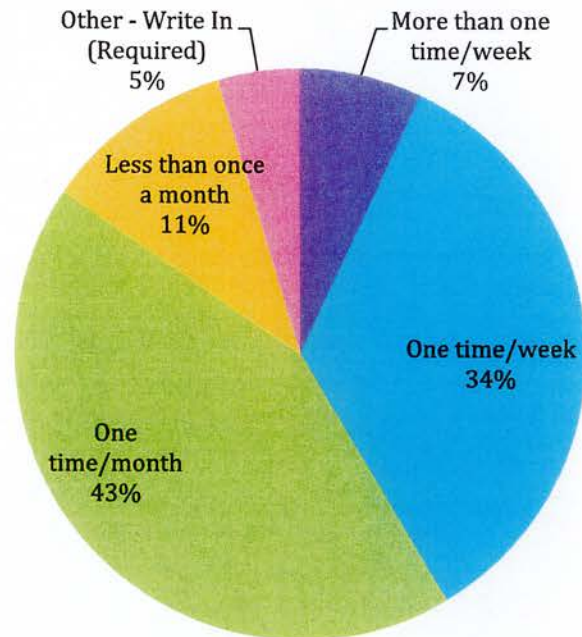
Following are the survey results.

Question One: Are you currently using SEK Recycling?

99% of residents who completed the survey reported they use SEK Recycling, while 1% did not.









Question Two: How often do you use SEK Recycling?

Of those who reported using SEK Recycling, one time per month (43%) was the response reported most by residents. Using SEK Recycling one time per week (34%) was the second most reported response.



Question Three: How do you use SEK Recycling?

Those who reported using SEK Recycling were asked in which ways they use the recycling center. Residents were allowed to check all that applied to them. Their responses are below.

Value		Percent	Responses
Recycle paper, aluminum, plastic, glass, and/or steel		98.3%	406
Recycle electronic and electrical devices		35.4%	146
Household Hazardous Waste drop off		19.9%	82
Large item drop off		22.5%	93
Paper shredding service		16.9%	70
Membership trash disposal		3.1%	13
Educational programs about recycling		1.2%	5
<u>Other - Write In (Required) (click to view)</u>		2.2%	9

Write In Responses:

- Cans
- Clothing
- Foam paper
- New to You Re-Use
- Reusable packing materials
- This is one of the best recycling centers around
- Thrift shop to buy usable items
- Will use others soon, just moved here
- Use Pittsburg Recycling LLC

Question Four: What can SEK Recycling do to make it easier for you to recycle?

Those who reported using SEK Recycling were asked how recycling could be made easier. Residents were allowed to check all that applied to them. Their responses are below.






Value		Percent	Responses
Assist with transportation of recyclables		21.4%	75
Increase drop-off hours		54.6%	191
Help me understand all of the recyclables the center can take		42.3%	148
Help me understand how to deliver CLEAN recyclables		22.9%	80
Other - Write In (Required) (click to view)		6.0%	21

Write In Responses (thematic analysis performed for consolidation purposes):

- Pleased with current services (10 responses)
- Availability of curbside recycling (6 responses)
- Ft. Scott location (2 responses)
- Additional Facebook posts (1 response)



Question Five: What keeps you from using SEK Recycling?

Residents who indicated they DID NOT use SEK Recycling were asked why they do not use SEK Recycling. Residents were allowed to check all that applied to them. Their responses are below.

Value		Percent	Responses
I did not know SEK Recycling existed		20.0%	1
It is not open the hours I can come		20.0%	1
I don't know the types of recyclables I can bring		20.0%	1
I don't know the process and am unsure how to start		60.0%	3
I've had a prior bad experience at SEK Recycling		20.0%	1

Question Six: In what ways have you financially supported SEK Recycling?

All residents who completed the survey were asked about the type of financial support they have provided SEK Recycling. Their responses are below.

Value		Percent	Responses
I have a membership		16.8%	69
I have donated money during tunnel drop-off.		32.1%	132
I have made one-time or intermittent financial donations.		15.8%	65
I have not supported SEK Recycling financially to date.		50.4%	207

Question Seven: How important is it to have recycling in our community?

Nearly all residents (96%) reported that recycling is important to have in the community, while 4% reported it was okay to have. No residents reported it was unimportant.

Stakeholder Survey Results

To glean information about current stakeholders, such as municipalities and businesses, a survey was designed for stakeholders. This survey was available beginning on October 4, 2022. As of the time of this report (November 2, 2022), there were only two responses received, which does not provide a strong enough sample to report. The survey will remain open for a couple of months, and results will be available to the Board via a live survey link.

This lack of survey responses should be considered valuable data. It is recommended that the Board discuss possible reasons for the lack of response, such as an unarticulated system to collect and utilize stakeholder contact information. The Board should consider creating a plan to further stakeholder engagement.

What Do We Believe (Appendix A)

The "What Do We Believe" portion of the strategic planning process included seven questions and the results are in this Appendix. All eleven board members who attended participated in the process.

1. What is the purpose of SEK Recycling?



ResponseID	Response
1	The purpose is to divert waste materials from the landfill.
2	To provide a recycling service to the community.
4	To collect recyclables from the community so they do not go to the landfill
5	provide an opportunity for community members to recycle
6	To keep recyclables out of landfill
7	To keep recyclables out of the landfill To give every one equal access
8	To help keep the environment cleaner. To have a place to recycle stuff and keep out of landfills.
9	To keep solid waste out of the landfills and sell materials so they can be made into recycled products.
10	To better our city, country, exc to better our homes, and our or future
11	Reduce the amount of material that goes into landfills.

2. What problem are we trying to fix?



ResponseID	Response
1	We are trying to give stability to the business of the recycling center.
2	We are trying to just be better!
3	Material waste
4	Lack of funds to increase our activities
5	reduce the pollution of the earth.
6	Over Accumulation
7	we are trying to keep our doors open to the public not only day to day but in the future so everyone can continue making a cleaner better earth
8	Keeping "trash" off of streets, parks, residences. Keeping our corner of the world cleaner and more presentable to everyone.
9	Keep solid waste out of the landfills and send materials off to be made into new products.
10	Educate our children, and others!
11	The buildup of excessive human waste material and the problems it creates

3. What would happen if SEK Recycling didn't exist?



ResponseID	Response
1	The trash businesses would be overwhelmed with materials, and the landfill will fill quickly. Recycling would not exist.
2	The community would suffer and so would I... all those commodities would end up in a landfill or another town for recycling
3	Can't imagine.
4	No recycling Additional trash along roadways Landfill issues
5	over 1,000 TONS of material will be "wasted". That is, Landfilled.
6	Immense amount of recycling would be in landfills which would be overrun
7	many people would lose their jobs and this place is not only sustainability for our earth but for peoples day to day lives.
8	Our corner of the world would be a trashier looking place. There would be much more stuff in the landfills. Landfills would fill up faster and have less green space. People would give up trying to save the earth.
9	Landfills will fill up quickly and people's trash bills will increase.
10	The area would not care how the area is dragging down the area.
11	The amount of material going into area landfills would increase considerably.

4. What do we want to get done in 2023?



ResponseID Response

- 1 To plan a budget to allow for improved salaries and working environment and develop funding for major equip needs. And a much needed reserve.
- 2 Keep our head above water and continue to provide a service to our community. It would also be nice to see more education to students/community about services we provide.
- 3 Add support for employees.
- 4 Get more money for SEKR
- 5 Operate in the black. Hire an executive director
- 6 Collect/re distribute/stay in business
- 7 have a plan to move forward with so that we can continue to have our doors open in the future for many generations to come.
- 8 We should find new programs to start. Need to educate more people about recycling and the importance of it. Reach more people to recycle. Z
- 9 Continue the recycling process and increase revenue.
- 10 Increase the number of those who are active user at the center.
- 11 Grow membership and increase donations to the Center, increase employee compensation, build new community partnerships to increase recycled materials.

5. What should be "our cause" in 2023?



ResponseID	Response
1	Financial stability
2	Keep SEK clean and educated
3	Same
4	Increase income Become more visible in the community
5	Hire an executive director
6	Educate/communicate/thrive
7	our cause should be more community awareness so that not just our regular users can participate in recycling
8	Build up membership. Ways to bring in more revenue.
9	Protect our small part of the planet.
10	Get the word out to more people about what things SEKRI does
11	Financial stability.

6. What can we reasonably accomplish in 2023?



ResponseID	Response
1	Establish a tentative budget, with grant planning.
2	Educate and provide a better service
3	A 10 percent increase in user base
4	Develop financial plan and goals to accomplish
5	Obtain the funding necessary to provide the financial stability to hire a director.
6	Accomplish more than we have before-targeted
7	spread the word so that more of the businesses in town have the knowledge and access to sek recycling
8	Find at least two more programs to start. Do more educating.
9	Continue the recycling process and send materials off to be made into products.
10	Increase commodities
11	Increase memberships, business partnerships, and employee compensation.

7. How can I contribute?



ResponseID	Response
1	I would like to assist with grant identification and to establish a needs list for grant funding.
2	Volunteer time
3	Try to supptBoatd initiatives.
4	Increase volunteer time at center Help develop and improve funding sources
5	contribute to improve the organization to establish the stability that will allow a director to be hired.
6	Help the cause by getting others interested
7	by encouraging current users to spread the word with their freinds and neighbors, as well as trying to create some kind of outreach program to let more businesses be aware.
8	Helping more at the center. Reaching out to nonrecyclers. Being more involved in activities.
9	Continue to volunteer.
10	Help educate your students
11	Time, thinking, contacts

What Do We Want (Appendix B)

The “What Do We Want” portion of the strategic planning process asked each Board Member to identify three “wants” or desires for the organization, and the results are in this Appendix. All eleven board members who attended participated in the process.

Want #1



ResponseID	Response
1	more grants
2	better community awareness
3	Stable funding
4	Planning for a new baler, \$80,000 or more...
5	More revenue/commodities
6	More Funding
7	To increase visibility of what we do
8	Increased memberships and business partnerships
9	New Equipment - essential baler
10	More staff and a larger tunnel
11	Increased income for staff

Want #2

volunteers
minimum people
educate employee
operating aware baler plan
director 0 debt
additional reserves
economic community
funding
streams services revenue

ResponseID	Response
1	more revenue
2	new baler in back
3	Employee insurance
4	Minimum wage for all employees
5	The community to be more aware of our services
6	executive director
7	To educate more people about importance of recycling
8	operating reserves
9	Out of debt/additional funding streams
10	Have more volunteers.
11	Economic 5 year plan

Want #3



ResponseID Response

- 1 more businesses to participate
- 2 more funding
- 3 Employee retirement plan.
- 4 Long range financial planning
- 5 Better wages for employees
- 6 improve employee compensation
- 7 Start at least two new programs
- 8 increased visibility in the community
- 9 Reserve funds Stability
- 10 More items go in the recycling and not to the landfills
- 11 Interactions and collaborations between PSU departments and students, high school students, and community members

Prioritization of Board “Wants” (Appendix C)

The “Prioritization of Board Wants” portion of the strategic planning process asked each Board Member to prioritize the “wants” or desires that were collectively shared as priorities for the organization, and the results can be found in this Appendix. All eleven board members who attended participated in the process.

1. Please review the list of "wants" expressed by the Board in today's meeting. Once you've identified your priorities, rank the items by placing the choice that's most important to you at the top and the item that's least important to you at the bottom.



Action Plan (Appendix D)

An action plan containing specific action items, responsible parties, due dates, and proof of completion was created by the Board and is provided in this Appendix.

Increase funding streams.			
Action Item	Who Completes	Due Date	How do we know it's done?
Review large item drop-off data and pricing and provide recommendations	Cassandra, Gene, Stephen	01.31.23	Pricing recommendations to BoD at January meeting for approval and ask to City and County submitted in writing.
Review <i>Household Hazardous Waste</i> data and pricing and provide recommendation	Cassandra, Stephen	02.28.23	Pricing recommendation to BoD at February meeting for approval and ask to County submitted in writing.
Present SEKR data to all local governments in CR and identify specific ask	Andrew, Jeremy, Jim	Follows the development of the Awareness Campaign	Meetings attended and ask submitted in writing.
Review business rates and make recommendations using current data and actual costs	Gene, Jeremy, Sara	03.30.23	Business rate proposal and drop off costs set for March Board meeting review and action. Followed by implementation in April.
Increase the number of business partners by a net 10 over 2022	Gene, Jeremy, Sara	11.30.23	Following the implementation of new Business Rates and processes, facilitate a marketing campaign to engage business by net 10 from 2022.
Identify one state funding opportunity and apply	Jan, Nancy, Stephen	10.31.23	Submission of funding application.
Identify one federal or private funding opportunity and apply	Jan, Nancy, Stephen	05.21.23	Submission of funding application.
Identify two methods of increasing individual donor opportunities and implement (e.g., Amazon Smiles, donation letter.)	Jan, Nancy, Stephen	04.30.23	Articulated plan for 2023 approved by BoD.

Increase community awareness and education.			
Action Item	Who Completes	Due Date	How do we know it's done?
Research cost and community collaboration opportunities for a public awareness campaign (build on 20 th anniversary)	Andrew, Jeremy	01.31.23	Agreement and scope of work in place.
Implement public awareness campaign	Andrew, Jeremy	03.31.23	Campaign materials ready for distribution with action plan in place.
Develop written plan to utilize existing real estate for public awareness/education (signage plan)	Andrew, Jeremy	03.31.23, 04.30.23, and ongoing	Approval of plan by BoD at March meeting. Implementation of plan in April.
Implement plan to increase revenue at Re-Sale Shop by 20% over 2022	Nancy, Sara, Tausha	02.28.23	Approval of plan by BoD at February meeting.
Develop plan for expansion of student outreach by 3 events/activities using educational entities and partners	Jan, Janette, Tausha	06.30.23	Approval of plan by BoD at June meeting.

Identification of Potential Five-Year Expenses			
Action Item	Who Completes	Due Date	How do we know it's done?
Identify baler needs and seek bids	Jerry, Nancy, Stephen	01.31.23	Item identified and priced.
Identify other major equipment needs through 2028 (including vehicles)	Strategic Planning Committee	03.31.23	Items identified and priced.
Identify facility maintenance and improvement opportunities (including temp control, and tunnel improvements)	Strategic Planning Committee	03.31.23	Items identified and priced. ***The completion of this item and the two above aligns with the deadline for outside funding submissions.
Expand financial reporting to reflect expedited debt reduction and 90-day reserve plan	Gene	01.01.23	Line items attached to monthly financial reporting effective 1/1/23.
Improve human resource capacity by developing an optimal staffing plan to include admin, operations, and volunteers. (Includes costing at 2023 costs.)	Cassandra, Jerry, Stephen	01.31.23	Completed plan includes: FTE Position Name Salary Range / Market Costs Job Function Fringe Benefit Costs

Articulate Succession Planning for Board and Key Positions			
Action Item	Who Completes	Due Date	How do we know it's done?
Complete board member succession planning document	Dawn and Monica	02.28.23	Plan that identified the following categories: Board terms Area of institutional knowledge Sector representation Areas of expertise/interest
Complete key staff member succession planning document	Dawn and Monica	02.28.23	Plan that identified the following categories: Structural Facility Internal Fixed Assets Internal Operations Fiscal Operations Policies/Procedures/Practices (Standard operation procedures) Human Resources Payroll Scheduling Cross-training Needs

INTEROFFICE MEMORANDUM

To: Daron Hall, Tammy Nagel
From: Kim Froman Community Development & Housing Director
Date: November 21, 2023
Subject: Lease Agreement for 101 N. Pine St. Pittsburg, KS

The Pittsburg Public Housing Authority is planning to relocate their offices to 101 N. Pine St. Pittsburg, KS 66762. The reason for relocation is to allow for a more private office space for our clients and a stand-alone building that is not combined with other organizations.

The building located at 101 N. Pine St. will allow for a private parking lot, common area, conference room, public restroom and offices for all employees of the Pittsburg Public Housing Authority. This building is located near City Hall and will provide a professional space for assisting citizens with their housing needs.

The lease would start December 1, 2023 and would have a base rent of \$2,500.00 per month. We are currently paying \$2,637.53 a month at the All Aboard Building.

Please place the attached documents on the City Commission Consider Agenda for the November 28, 2023 meeting and request the mayor to sign the lease agreement if approved.

Contact me with any questions and thank you.

Kim Froman

Director of Community Development and Housing

REAL PROPERTY LEASE

This Lease is hereby made by and between **100 North Pine, LLC**, a Kansas limited liability company, ("Landlord") and **City of Pittsburg Housing Department**, ("Tenant").

CERTAIN DEFINITIONS AND KEY LEASE TERMS

The "Lease Effective Date" of the Lease is the date upon which the rights, responsibilities and liabilities of the parties begin. The Lease Effective Date of this Lease shall be **December 1, 2023**.

The "Premises" defines the dimensions of the space that Tenant shall lease from Landlord. Under this Lease, the "Premises" are that certain 40 x 50 foot of leasable office area and the parking lot (the "Premises") located at 101 N. Pine, Pittsburg, KS 66762.

The "Rent Start Date" is the date that the rent payment obligation commences. The Rent Start Date for this Lease shall be **December 1, 2023**.

The Term of the Lease starts on the Rent Start Date and shall end at 11:59 p.m. on the last day of the month in which shall have occurred the **twelfth (12th) month** after the Rent Start Date. Tenant may terminate this Lease with the upfront penalty equal to four (4) times the monthly rent at any time during the term of the Lease provided that the tenant delivers written notice at least one hundred twenty (120) days prior to the desired termination date.

The "Delivery Date" is the date upon which Landlord is obligated to deliver possession of the Premises to Tenant.

Landlord's Address for "Legal Notice" and "administrative correspondence" shall be:

100 North Pine, LLC
2208 S. Rouse
Pittsburg, KS 66762
Attn: Karen Badart

Tenant's Address for "Legal Notice" and "administrative correspondence" shall be:

City of Pittsburg
201 West 4th Street
Pittsburg, KS 66762
Attn: City Clerk

GRANT OF THE PREMISES TO THE TENANT

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises. Landlord represents and warrants to Tenant that (i) Landlord owns fee simple title to the Premises, (ii) Landlord is duly organized, validly existing and in good standing under the laws of the State of Landlord's legal formation as described above and has all necessary company power to execute this Lease and to lease the Premises and grant the exclusive and non-exclusive easements and rights hereinabove granted to Tenant, upon the terms and conditions herein set forth, without the consent of any other person or entity, (iii) this Lease constitutes the binding obligation of Landlord, and (iv) the below named signatories on behalf of Landlord have the power to execute and deliver this Lease on behalf of Landlord and to bind Landlord in accordance with the terms of this Lease.

Landlord hereby represents and warrants to Tenant that, to Landlord's actual knowledge, the Premises are currently, and, during the Lease Term, shall be, in compliance with all applicable federal, state and local laws, rules, regulations and codes, including, without limitation, zoning and land use, fire safety requirements, the Americans with Disabilities Act and all environmental laws applicable thereto. Landlord shall have no obligation to alter or improve the Premises for Tenant except as otherwise expressly provided in the Lease.

Tenant represents and warrants to Landlord that (i) Tenant is a duly organized, validly existing municipality in good standing under the laws of the United States and has all necessary company power to execute this Lease and to lease the Premises without the consent of any other person or entity, (ii) this Lease constitutes the binding obligation of Tenant, and (iii) the below named signatories on behalf of Tenant have the power to execute and deliver this Lease on behalf of Tenant and to bind Tenant in accordance with the terms of this Lease.

Tenant shall be permitted to enter the Premises, as of the Lease Signature Date, and before the Rent Start Date, with no obligation

to pay rent, for the purposes of installing furniture, fixtures, equipment, and leasehold improvements.

PARKING PRIVILEGES INCLUDED IN THE PREMISES

Tenant shall have an exclusive easement and right to use the common areas, driveways and other means of vehicular and pedestrian access, and the parking lot on the premise.

THE TENANT'S PERMITTED USE OF THE PREMISES

The premises shall be used for general office space for office, administration and program services, (the "intended use"). Office space is not to be used exclusively for storage space. The Premises are not to be used for habitation. Overnight stay is not permitted. Landlord may terminate the Lease for any space that is used as habitation space and not used as general office space. Landlord represents that the intended use is permitted by local land use regulations. Tenant may operate and shall have access to the premises twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year for office use. If any law, ordinance, regulation or order requires an occupancy or use permit for the premises, then Tenant shall obtain and keep current such permit at Tenant's expense and promptly deliver a copy thereof to Landlord.

THE INITIAL TERM OF THE LEASE

The terms and conditions of this Lease shall be effective and this Lease shall be enforceable from the Lease Signature Date. The Initial Lease Term shall be for twelve (12) consecutive months.

THE TENANT'S RIGHT TO EXTEND THE TERM

Tenant shall have two (2) options ("Extension Option") to extend the Term of this Lease for two (2) additional successive twelve (12) month Extension Terms. Tenant's right to extend the Term shall be exercised by giving Notice (the "Option Notice") to Landlord not later than sixty (60) days prior to the Expiration Date, as applicable. If Tenant fails to timely elect to extend the Term, this Lease shall terminate on the Expiration Date, Tenant shall be deemed to have waived all of its rights under the Extension Option, and thereafter the Extension Option shall be null and void and of no further force or effect. During the Extension Periods, all of the terms and conditions of this Lease shall remain unmodified and in full force and effect, and all references to Lease Term and Term contained in this Lease shall be deemed to mean the Lease Term, as extended hereby.

THE TENANT'S PAYMENT OF THE BASE RENT

Tenant shall begin to pay Base Rent as of the Rent Start Date. The base rent is **\$2,500.00 monthly**. The Base Rent is subject to a 2.0% escalator on an annual basis. The Base Rent shall be divided into twelve (12) equal monthly installments. Each such monthly installment shall be due and payable **in advance** on the first day of each month during each Lease Extension Term. Rent received after the 10th of the month is considered late and may be subject to a five percent (5%) surcharge which is due with the following month's rent.

If the Rent Start Date is not the first day of a month, then the Base Rent from the Rent Start Date until the first day of the following month shall be prorated on a per diem basis at the rate of one-thirtieth (1/30th) of the monthly installment of the Base Rent payable during the first Lease Year, and Tenant shall pay such prorated installment in advance on the Rent Start Date.

All sums payable by Tenant shall be paid to Landlord in legal tender of the United States, at the administrative address of Landlord or to such other party or such other address as Landlord may designate in writing. Tenant shall have the right to make payments by electronic transfers of funds (ACH) and Landlord agrees to furnish all required banking information upon request from Tenant.

Landlord's acceptance of rent after it shall have become due and payable shall not excuse a delay upon subsequent occasions nor constitute a waiver of rights, notwithstanding any endorsement or restriction that Tenant may include with such payment. No acceptance of any payment of less than the full amount of rent due shall be deemed to be a waiver of Tenant's obligation to pay all rent due, notwithstanding any endorsement or restriction that Tenant may include with such payment.

THE CONDITION OF THE PREMISES UPON DELIVERY TO THE TENANT.

Tenant acknowledges that it has inspected the Premises and is leasing the premises "As-Is" in its condition on the Lease Signature Date.

SUBSEQUENT ALTERATIONS BY THE TENANT.

Tenant may make any alterations to the Premises required for compliance with the Americans with Disabilities Act, and may

stripe the parking area of the Premises. After the completion of all of the Landlord's Work and the Tenant's Work, if any, except for any non-structural or cosmetic alterations to the Premises (which Tenant may make without Landlord's consent) Tenant shall not thereafter make or permit anyone to make any addition, improvement, or renovation ("Alteration") in or to the Premises or the Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

Any Alteration made by Tenant shall be made in a good, workmanlike, first-class and prompt manner; by a contractor and in accordance with plans and specifications approved in writing by Landlord; in accordance with legal requirements (including, without limitation, the obtaining of all necessary permits and licenses) and reasonable requirements of any insurance company insuring the Building and in compliance with such other reasonable requirements as Landlord might impose.

If any lien (or a petition to establish a lien) is filed in connection with any Alteration, then Tenant shall discharge such lien (or petition) at Tenant's expense within ten (10) days after the filing of such lien by the payment thereof or filing of a bond acceptable to Landlord. Landlord's consent to the making of an Alteration shall be deemed not to constitute Landlord's consent to subject its interest in the Premises or the Building or the Land to liens that may be filed in connection therewith.

THE CONDITION OF THE PREMISES AT THE END OF THE TERM.

Alterations to the Premises, all Tenant Work and all fixtures permanently attached thereto shall immediately become Landlord's property and shall remain upon and be surrendered with the Premises at the expiration or earlier termination of the Lease Term, except as follows: (i) Tenant shall have the right, but not the obligation, to remove: movable furniture, furnishings, trade fixtures ("FF&E"), shelving, racking, custom cabinetry, trade signage, furniture, fixtures and equipment, cabinetry, casework, computers, telephone equipment, uninterruptible power supply equipment, and standby generators, ("Tenant's Property"); and (ii) Tenant shall not be required to remove telephone wires, fiber optic lines, data cabling, and any inside or outside communications infrastructure) (collectively, "Communications Equipment").

MOVE OUT PROCEDURES

Tenant to return all keys and fobs to the building property manager. A fee of \$25 per item will be assessed for any key or fob not returned. Tenant to leave Premises in a clean, broom swept condition. All nails, tacks, and staples are to be removed from the walls. Tenant may be charged for any property damage greater than normal wear and tear, carpet staining, or for excessive nail hole repair. Tenant may be charged for excessive carpet wear from failing to use a chair mat under rolling chairs.

DISPOSAL OF THE TENANT'S ABANDONED PROPERTY BY THE LANDLORD.

If any of the Tenant's property is not removed by Tenant prior to the expiration or prior to or upon earlier termination of the Lease Term, or as otherwise agreed between Landlord and Tenant, then the same shall, at Landlord's option, be deemed abandoned and shall thereupon become Landlord's property and shall be surrendered with the Premises as a part thereof and Landlord shall have the right to dispose of all such property without any liability or obligation to account to Tenant or to any party having any interest in such property; or Landlord shall have the right to remove such Tenant's property from the Premises.

FURNISHING OF UTILITY INFRASTRUCTURE TO THE PREMISES BY THE LANDLORD.

Landlord represents and warrants to Tenant that (i) all utilities are currently available to the Premises in sufficient quantities for Tenant's intended use, (ii) all building systems and utility lines and equipment serving the Premises are in good condition and repair with sufficient capacity to service the Premises for Tenant's Intended Use, and (iii) all utilities to be used by the Premises are available to the Premises.

Landlord will furnish to the Premises throughout the Term (i) electrical service, water service, gas service; (ii) operating equipment in good working condition for heating, ventilation and air-conditioning ("HVAC") with sufficient capacity to provide HVAC during the seasons they are required at levels of temperature and humidity that are comfortable and consistent with the services supplied by other commercial buildings in the City; and (iii) reliable elevator service if the Building is equipped with one or more elevators.

Tenant shall arrange directly for the utility service, and pay the bills for, electricity, water, and fuel for heat. Landlord shall provide weekly trash and refuse removal service for the Premises at its sole cost and expense.

ENVIRONMENTAL MATTERS

Tenant shall not cause or permit the escape, disposal or release of "Hazardous Materials" (as defined below) in or about the Building or the Land in violation of applicable environmental laws or regulations. Tenant may bring into the Premises (and shall appropriately dispose of) Hazardous Materials (for example, reasonable quantities of cleaning supplies and other materials ordinarily present in an office) to use them in the ordinary course of Tenant's business. Except as otherwise provided below in this

section 13, "Hazardous Materials" shall mean "Hazardous wastes," as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, "Hazardous substances," as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, "Toxic substances," as defined by the Toxic Substances Control Act, as amended from time to time, "Hazardous materials," as defined by the Hazardous Materials Transportation Act, as amended from time to time, any substance, material or other item designated as "hazardous" or "toxic" under any applicable state or local laws and the regulations adopted thereunder and under the aforesaid acts, as amended from time to time, and oil or other petroleum products (except for reasonable quantities of properly stored fuel for Tenant's equipment, as applicable).

At Landlord's option, and from time to time during the Term, Tenant shall provide Landlord with reasonable proof of its compliance with this Article satisfactory to Landlord in its reasonable discretion.

ASSIGNMENT AND SUBLETTING BY THE TENANT.

Tenant shall not assign this Lease or any of Tenant's rights or obligations hereunder, or sublet or permit anyone to occupy the Premises or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

THE TENANT'S OBLIGATION TO MAINTAIN AND REPAIR THE PREMISES.

Tenant, at its sole cost and expense, shall maintain the Premises and all fixtures located therein, including but not limited to plumbing, electrical and HVAC systems, and the doors and windows of the Premises, clean and in good operating condition and in compliance with all legal requirements.

If Tenant shall fail to perform maintenance or repair that is Tenant's responsibility, then if such failure has not been cured within 30 days after Legal Notice, Landlord shall have the right to do so and charge Tenant for the cost thereof plus 15%, in addition to exercising any remedies available to Landlord under this Lease, including the declaration of a Default.

THE LANDLORD'S OBLIGATION TO MAINTAIN AND REPAIR THE PREMISES AND THE BUILDING AND THE COMMON AREAS.

Landlord, at its sole cost and expense, shall perform all maintenance and repair, to applicable codes and standards comparable to other commercial buildings in the City, of the exterior walls, the load bearing elements, foundations, pipes and conduits, the roof, and parking lot.

Landlord, at its sole cost and expense, shall remedy any latent defects in the Premises, in any Landlord's Work, or in the common areas, encapsulate or remove any Hazardous Substances, or any asbestos, lead-based paint, PCB's, or radon at the time of the discovery of any such substances in the Premises not introduced therein by Tenant, in accordance with applicable law and procedures.

CONSTRUCTION AND DISPLAY OF SIGNS.

Interior Signs: Tenant may install standard lobby and office signage at its discretion.

Exterior Signs: Tenant may install exterior signage after receiving approval thereof by Landlord; which approval shall not be unreasonably withheld.

SECURITY DEPOSIT.

Landlord agrees to waive the requirement of a security deposit.

HOLDING OVER BY THE TENANT

If Tenant (or anyone claiming through Tenant) does not immediately surrender the Premises or any portion thereof upon the expiration or earlier termination of the Lease Term, then Tenant shall be a tenant from month-to-month at a Base Rent equal to (i) for the first month of the holdover period, 150 percent of the Base Rent, then (ii) for the next month of the holdover period, 175 percent of the Base Rent, then (iii) for any other period after that, 200 percent of the Base Rent ("Holdover Rent"). Such Holdover Rent shall be computed by Landlord on a monthly basis and shall be payable on the first day of such holdover period and the first day of each calendar month thereafter during such holdover period until the Premises have been vacated. Landlord's acceptance of Holdover Rent shall not in any manner adversely affect Landlord's right to evict Tenant. In no event shall any holdover be deemed a permitted extension or renewal of the Lease Term, and nothing contained herein shall be construed to constitute Landlord's consent to any holdover or to give Tenant any right with respect thereto.

TENANT'S OBLIGATION TO HAVE INSURANCE.

Tenant, at its expense, shall have, throughout the Term, (1) commercial general liability insurance, with minimum limits of liability not less than \$1,000,000 each occurrence and with respect to Tenant's obligations under this Lease Landlord shall be named as an additional insured, and such insurance shall be primary coverage, and not contributing with or in excess of any similar insurance maintained by Landlord; and (2) Property insurance (at full replacement value) on Tenant's improvements and betterments; Landlord shall be named as loss payee as its interest may appear. (3) Workers Compensation insurance covering Tenant's employees in statutory limits and Employers Liability coverage with at least the following limits, \$250,000 per accident, \$500,000 per disease and \$250,000 per disease (each employee).(4) Auto Liability insurance including coverage for Tenant's owned, non-owned and hired vehicles in an amount not less than \$1,000,000. On request, Tenant shall furnish to Landlord proof of Tenant's insurance coverage then in place, in compliance with these terms and conditions, via a Memorandum of Insurance or a Certificate of Insurance.

INDEMNITY

Tenant shall indemnify, defend and hold Landlord, its employees and agents, and any mortgagee of the Property harmless from and against legal liability arising from bodily injury, death or property damage to the extent that such legal liability is caused by the Tenant's negligence in its use of the Premises.

DAMAGE OR DESTRUCTION OF THE PREMISES OR THE BUILDING

If the Premises or any part thereof are materially damaged or destroyed by fire or any other cause, Tenant shall give prompt Notice thereof to Landlord. If the Premises or the Building are totally or partially damaged or destroyed thereby rendering the Premises totally or partially unusable for the purposes for which this Lease was entered into, then Landlord shall repair and restore the Premises (except as hereinafter provided) and the Building to substantially the same condition in which they were in prior to such damage or destruction, and bringing them into compliance with current building codes. Within thirty (30) days after the occurrence of such damage or destruction, Landlord shall give Tenant a "Notice of Landlord's Intentions" with respect to restoration. If Landlord has reasonably determined that restoration cannot be completed within ninety (90) days after the occurrence of such damage or destruction, then either Tenant or Landlord shall have the right to terminate this Lease. Such termination shall have an effective date of the date of such damage or destruction. Any Notice of termination shall be given, if at all, within fifteen (15) days after the effective date of the Notice of Landlord's Intention.

If this Lease is terminated pursuant to this Section, then Base Rent and Additional Rent shall be apportioned (based on the portion of the Premises which is usable after such damage or destruction) and paid to the date of termination; provided that if more than 50% of the Premises is damaged, the rent shall be abated altogether. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete, Tenant shall be required to pay the Base Rent and any additional rent only for the portion of the Premises that is usable while such repair and restoration are being made.

If this Lease is not terminated as a result of such damage or destruction, then Landlord shall bear the expenses of repair and restoration of the Premises and the Building to the condition that they were immediately before the damage or destruction, including the Building Improvements; provided, however, Landlord shall not be required to repair or restore any Tenant Improvements, any Alteration made by Tenant, or any of Tenant's furniture, fixtures and equipment (unless the damage or destruction was due to the negligence or willful misconduct of Landlord). To the extent commercially reasonable, Landlord shall perform the work in a manner so as not to unnecessarily interrupt or interfere in Tenant's business.

Notwithstanding anything herein to the contrary, Landlord shall have the right to terminate this Lease if the holder of any mortgage or deed of trust encumbering the Premises fails or refuses to make such insurance proceeds available for such repair and restoration, zoning or other applicable laws or regulations do not permit such repair and restoration, or the Building is damaged by fire or casualty (whether or not the Premises has been damaged) to such an extent that Landlord decides, in its sole and absolute discretion, not to rebuild or reconstruct the Building.

In the case of any damage to the Premises for any cause, Landlord agrees to permit Tenant to temporarily relocate its personnel or property to other comparable vacant available space, acceptable to Tenant, in the Building. Such relocation shall be deemed to be a permissive use only, unless specifically agreed otherwise, and Tenant shall continue to pay all rent under this Lease. Upon satisfactory restoration of the Premises, Tenant shall vacate any such temporary location upon request.

CONDEMNATION OF THE PREMISES OR THE BUILDING.

If any material portion of the Premises or occupancy thereof shall be taken or condemned or access to and from the Premises or the Property shall be materially impaired by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on

the date title vests in such authority and rent shall be apportioned as of such date. If an immaterial portion of the Premises or occupancy thereof is condemned, then this Lease may continue in full force and effect with the consent of Tenant as to the part of the Premises not condemned, except that as of the date title vests in such authority Tenant shall not be required to pay the Base Rent or any additional rent with respect to the part of the Premises condemned. Notwithstanding anything herein to the contrary, if any portion of the Land or the Building is condemned, and the nature, location or extent of such condemnation is such that Landlord elects, in its sole and absolute discretion, to demolish the Building (in whole or in part), then Landlord may terminate this Lease by giving sixty (60) days prior written Notice of such termination to Tenant at any time after such condemnation and this Lease shall terminate on the date specified in such Notice and rent shall be adjusted to such date. All awards, damages and other compensation paid by such authority on account of such condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages and compensation unless such award, or any portion thereof, is specifically awarded or designated to be paid to the Tenant. Nothing contained herein shall prevent Tenant from pursuing a separate claim against the authority for the value of furnishings and trade fixtures installed in the Premises at Tenant's expense and for relocation expenses, provided that such claim is stated separately from any award to Landlord and provided further that such claim shall in no way diminish the award, damages or compensation otherwise payable to Landlord in connection with such condemnation.

THE TENANT'S DEFAULT AND THE LANDLORD'S REMEDIES.

An "Event of Default" is any one or more of the following: Tenant's failure to make when due any payment of the Base Rent, or other sum due to Landlord hereunder, which failure continues for thirty (30) days after Landlord delivers written Notice thereof to Tenant; Tenant's failure to perform or observe any material term, covenant or condition of this Lease not otherwise specifically described in this Section, which failure continues for thirty (30) days after Landlord delivers written Notice thereof to Tenant; provided, however, that such cure period shall be extended for a reasonable period of time if the failure does not raise a life/safety issue and Tenant is making good faith efforts to effect a cure; an Event of Bankruptcy; Tenant's dissolution or liquidation; and any subletting, assignment, transfer, mortgage or other encumbrance of the Premises or this Lease not permitted hereby.

If there shall be an Event of Default, Landlord shall have the right, at its sole option, to terminate this Lease. In addition, Landlord shall have the right to re-enter, terminate Tenant's right of possession and take possession of the Premises by observing the applicable state judicial proceedings applicable to commercial landlord-tenant matters. If Landlord elects to terminate this Lease or elects to terminate Tenant's right of possession, then everything in this Lease required to be done by Landlord shall cease, without prejudice, however, to Tenant's liability for all rent and other sums due hereunder.

Tenant shall be liable for the Base Rent, additional rent and damages which may be due or sustained, and all costs, fees and expenses (including without limitation attorneys' fees, brokerage fees and expenses incurred in placing the Premises in first-class rentable condition) incurred by Landlord in pursuit of its remedies and in renting the Premises to others from time to time. Tenant shall be liable for all rent that would have applied to any period of occupancy of the Premises (whether or not any such period has elapsed) for which Tenant was hereunder granted occupancy without any obligation to pay such rent (if any).

Tenant shall also be liable for damages which at Landlord's election shall be either:

(1) an amount equal to the Base Rent and additional rent which would have become due during the remainder of the Lease Term, less the amount of rental, if any, which Landlord receives during such period from others to whom the Premises may be rented (other than any additional rent payable as a result of any failure of such other person to perform any of its obligations), in which case such damages shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following Tenant's default and continuing until the date on which the Lease Term would have expired but for Tenant's default (provided, however, that if at the time of any re-letting of the Premises there exists other space in the Building available for leasing, then the Premises shall be deemed the last space rented, even though the Premises may be re-let prior to the date such other space is leased and provided further however, that separate suits may be brought to collect any such damages for any month(s), and such suits shall not in any manner prejudice Landlord's right to collect any such damages for any subsequent month(s), or Landlord may defer any such suit until after the expiration of the Lease Term, in which event such suit shall be deemed not to have accrued until the expiration of the Lease Term); or (2) an amount equal to the present value (as of the date of Tenant's default) of the sum of (A) the difference between (i) all Base Rent and additional rent which would have become due through the date on which the Lease Term would have expired but for Tenant's default, discounted to Present Value, less (ii) the fair market rental value of the Premises over the same period, discounted to Present Value, plus (B) the expenses actually incurred and, to the extent not yet incurred, reasonably projected by Landlord in connection with the re-letting of the Premises, which damages shall be payable to Landlord in a lump sum on demand. "Present value" shall be computed by discounting at a rate equal to one (1) whole percentage point above the discount rate then in effect at the Federal Reserve Bank nearest to the Building.

Whether or not this Lease and/or Tenant's right of possession is terminated, Landlord shall have the right to terminate by written Legal Notice any renewal or expansion right contained in this Lease and to grant or withhold any consent or approval pursuant to this Lease in its sole and absolute discretion.

Landlord's rights and remedies set forth in this Lease are cumulative, including those available as a result of any anticipatory

breach of this Lease. Landlord's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Landlord's delay or failure to exercise or enforce any of Landlord's rights or remedies or Tenant's obligations shall not constitute a waiver of any such rights, remedies or obligations. Landlord shall not be deemed to have waived any default unless such waiver expressly is set forth in an instrument signed by Landlord. Any such waiver shall not be construed as a waiver of any covenant or condition except as to the specific circumstances described in such waiver.

Neither Tenant's payment of an amount less than a sum due nor Tenant's endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction. Notwithstanding any request or designation by Tenant, Landlord may apply any payment received from Tenant to any payment then due. Landlord may accept the same without prejudice to Landlord's right to recover the balance of such sum or to pursue other remedies. Re-entry and acceptance of keys shall not be considered an acceptance of a surrender of this Lease.

If Tenant fails to make any payment to any third party or to do any act herein required to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act. Landlord's taking such action shall not be considered a cure of such failure by Tenant nor prevent Landlord from pursuing any remedy it is otherwise entitled to in connection with such failure. If Landlord elects to make such payment or do such act, then all expenses incurred, plus interest thereon at the Default Rate (as hereinafter defined) from the date incurred to the date of payment thereof by Tenant, shall constitute additional rent. The Default Rate shall equal the rate per annum which is 5% above the "prime rate" published from time to time in the "Money Rates" section of The Wall Street Journal.

If Tenant is in default of this Lease for the same or substantially the same reason more than three times during the Lease Term, then, at Landlord's election, Tenant shall not have the right to cure such repeated default. In the event of Landlord's election not to allow a cure of a repeated default, Landlord shall have all the rights and remedies provided herein. In addition, following each second consecutive monthly installment of rent that remains unpaid for longer than ten days beyond the date on which the same is due and payable, Landlord may require that (i) beginning with the first monthly installment of rent next due, the rent shall no longer be paid in monthly installments but shall be payable in advance on a quarterly basis and/or (ii) Tenant shall be required to provide a security deposit, deposited with Landlord by an amount equal to two months' rent.

If Tenant shall deliver to Landlord a check that is returned unpaid for any reason, such payment shall be deemed never to have been made and, additionally, Tenant shall pay Landlord \$100.00 for Landlord's expense in connection therewith (plus any out-of-pocket expenses incurred in connection therewith) and said charge shall be payable to Landlord on the first day of the next succeeding month as additional rent.

Notwithstanding any otherwise permissive local law, Landlord shall not have the right to avail itself of self-help remedies, including without limitation distress, distraint, lockout, seizure of property under a landlord's lien, the Uniform Commercial Code, or otherwise, and other non-judicially supervised actions, without first having received an order of a court having jurisdiction over commercial landlord-tenant matters. Notwithstanding any other provision of this Lease, Tenant does not waive any statutory demand or notice provisions.

THE LANDLORD'S DEFAULT AND THE TENANT'S REMEDIES.

In the event of Landlord's failure to perform or observe any material term, covenant or condition of this Lease, which failure continues for thirty (30) days after Tenant delivers Legal Notice thereof to Landlord, Tenant shall have all rights and remedies available to it at law and in equity, including, without limitation, the right to seek specific performance of the obligations of Landlord under this Lease. Landlord's and Tenant's covenants under this Lease shall be deemed to be dependent.

BANKRUPTCY OF THE LANDLORD OR THE TENANT

An "Event of Bankruptcy" is: a party becoming "insolvent," as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code"); The appointment of a receiver or custodian for a party under the laws of the United States; The filing of a voluntary petition by a party under the provisions of the Federal law; a party making or consenting to an assignment for the benefit of creditors or a composition of creditors under Federal law; or any admission by a party of its inability to pay its debts as they become due.

Upon occurrence of an Event of Bankruptcy, the parties shall have all rights and remedies available to them under this Lease, provided, however, that unless provided otherwise by Federal law, while any case is pending in which either party has the status equivalent to a "debtor" under the Bankruptcy Code, the rights of the parties shall be those set forth in the Bankruptcy Code.

SUBORDINATION OF THE LEASE TO A LOAN BY A LENDER

This Lease shall be subject and subordinate to the lien, provisions, operation and effect of a Mortgage encumbering the Land after the Lease Effective Date, provided that the Mortgage permits Tenant to continue the tenancy represented by this Lease after a foreclosure of the Mortgage so long as Tenant shall perform in accordance with all of the covenants herein. The holder of the Mortgage to which this Lease is subordinate shall have the right at any time to declare this Lease to be superior to the lien, provisions, operation and effect of such Mortgage and Tenant shall execute, acknowledge and deliver all confirming documents required by such holder. Within ten days after receipt, Tenant shall execute, acknowledge and deliver any requisite or appropriate commercially reasonable and customary document submitted to Tenant confirming such subordination and attornment.

Tenant's subordination is conditioned upon Lender executing a subordination, nondisturbance and attornment agreement (the "SNDA").

GENERAL AND MISCELLANEOUS PROVISIONS.

Tenant acknowledges that neither Landlord nor any broker, agent or employee of Landlord has made any representation or promise with respect to the Premises, except as expressly set forth herein, and no right is being acquired by Tenant except as expressly set forth herein. This Lease contains the entire agreement of the parties and supersedes all prior agreements, negotiations, letters of intent, proposals, representations, warranties and discussions between the parties. This Lease may be changed in any manner only by an instrument signed by both parties.

Nothing contained in this Lease shall be construed as creating any relationship between Landlord and Tenant other than that of landlord and tenant and in no event shall Tenant be deemed to be an agent of Landlord in connection with this Lease.

Landlord and Tenant each warrants that in connection with this Lease it has not employed or dealt with any broker, agent or finder other than the Broker named herein. Landlord shall have any obligation that there may be to pay a leasing commission due to the Brokers for the procurement of this Lease under any separate agreements, and Landlord shall not be obligated to pay any claim for brokerage or other commissions successfully asserted by any other broker, agent or finder employed by Tenant or with whom tenant has dealt.

All legal notices or other required communications intended to exercise or affect a right of Tenant or Landlord (referred to as a "Legal Notice") shall be in writing and shall be deemed duly given only when delivered in person (with signed receipt), or when sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses: (i) if to Landlord, at the Landlord Address for Legal Notices, (ii) if to Tenant, at the Tenant Address for Legal Notices. Landlord may, but shall not be obligated to, give Legal Notice through an attorney or other agent. Either party may change its address for the giving of Legal Notices by Legal Notice given in accordance with this Section. The parties may communicate informally on lease administration matters by any reasonable written means, including electronic mail.

Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any provision or its application to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar thereto, and the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected.

Feminine, masculine or neuter pronouns shall be substituted for those of another form, and the plural or singular shall be substituted for the other number, in any place in which the context may require.

The provisions of this Lease shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns, subject to the provisions herein restricting assignment or subletting.

Landlord and its designees may enter the Premises after 24 hours prior notice, except in the case of an emergency, without charge and without diminution of the rent payable by Tenant, to examine, inspect or protect the Premises and the Building, to make such alterations or repairs as Landlord may deem necessary (including, but not limited to, alterations or repairs for a new tenant during the last sixty (60) days of the Lease Term if Tenant has vacated the Premises), and to exhibit the Premises.

This Lease shall be governed by the laws of the jurisdiction in which the Premises is located.

Headings are used for convenience and shall not be considered when construing this Lease.

The submission of a copy of this document to Tenant shall not constitute an offer or option to lease. This Lease shall become effective and binding only upon execution and delivery by both Landlord and Tenant.

Except as otherwise provided in this Lease, any additional rent or other sum owed by Tenant to Landlord under this Lease, and any cost, expense, or liability incurred by Landlord for which Tenant is liable, shall be considered additional rent payable pursuant to this Lease and paid by Tenant no later than ten (10) days after the date Landlord notifies Tenant of the amount thereof.

If Landlord or Tenant is in any way delayed or prevented from performing any obligation due to fire, act of God, governmental act

or failure to act, labor dispute, inability to procure materials or any cause beyond such party's reasonable control (whether similar or dissimilar to the foregoing events), then the time for performance of such obligation (except for Tenant's obligation to pay Rent) shall be excused for the period of such delay or prevention and extended for the time necessary to compensate for the period of such delay or prevention.

The deletion of any printed, typed or other portion of this Lease shall not evidence an intention to contradict such deleted portion. Such deleted portion shall be deemed not to have been inserted in this Lease.

Landlord represents, warrants and certifies compliance with all U.S. economic sanctions, anti-terrorism laws and anti-money laundering laws, including but not limited to the USA PATRIOT Act, the laws administered by the United States Treasury Department's Office of Foreign Assets Control, Executive Order 13224, and any similar local laws that apply in the jurisdiction in which Landlord is operating.

Tenant represents, warrants and certifies compliance with all U.S. economic sanctions, anti-terrorism laws and anti-money laundering laws, including but not limited to the USA PATRIOT Act, the laws administered by the United States Treasury Department's Office of Foreign Assets Control, Executive Order 13224, and any similar local laws that apply in the jurisdiction in which Tenant is operating.

Tenant:
City of Pittsburg

By: _____, Mayor _____, 2023
Date

Landlord:
100 North Pine, LLC

By: _____, _____, 2023
Name Title Date