City of Pittsburg, Kansas
Commission Meeting Agenda
Tuesday, February 25, 2025
5:30 p.m.

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CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, February 25, 2025
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA (ROLL CALL VOTE):

a. Approval of the February 11, 2025, City Commission Meeting minutes.

b. Approval of staff recommendation to accept an Addendum to Agreement for Insurance Agency/Broker Services, in regard to the City's Property and Liability Insurance, with SRA Insurance Agency, LLC, dba Assured Partners of Wichita, Kansas, for the period beginning April 1, 2025, and concluding on March 31, 2026.

c. Approval of staff recommendation to waive the City's formal bid process and accept the quote from Custom Play Systems, of Lake Winnebago, Missouri, in the amount of $30,100.00 for the purchase of a fish slide, to replace the frog slide, at the Pittsburg Aquatic Center.

d. Approval of staff recommendation to award the bid for the 2025 City Sales Tax Street Program Asphalt Materials to Emery Sapp & Sons (ESS) of Joplin Missouri, based on their low bid, and authorize the Mayor and City Clerk to execute the contract documents once prepared.

e. Approval of staff recommendation to waive the City's formal bid process for the purchase of traffic control equipment from Gades Sales Co. Inc. in the amount of $83,812.00 to be funded through the sales tax capital outlay, and authorize City staff to issue the proper purchase orders.

f. Approval of staff recommendation to enter into a contract with OWN Engineering for Professional Engineering and Project Management services associated with the Meadowlark Elementary School Safe Routes to School project, as part of the KDOT Transportation Alternatives Program, and authorize the Mayor and City Clerk to execute the contract documents once prepared.

g. Approval of the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2025 tax abatement renewal to Miller's, Inc. (Docket #2016-2286-EDX).

h. Approval of the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2025 tax abatement renewal to Miller's, Inc. (Docket #2017-833-EDX).

i. Approval of the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2025 tax abatement renewal to Kendall Packaging Corporation (Docket #2018-334-IRBX).

j. Approval of the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2025 tax abatement renewal to Dharma Properties, LLC (Docket #2018-595-IRBX).

k. Approval of the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2025 tax abatement renewal to RAllison, LP (Docket #2020-1262-EDX).

l. Approval of the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2025 tax abatement renewal to E & J Investments, LLC (Docket #2021-1343-EDX).

m. Approval of the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2025 tax abatement renewal to Atkinson Industries, LLC (Docket #2023-245-EDX).

n. Approval of the Appropriation Ordinance for the period ending February 25, 2025, subject to the release of HUD expenditures when funds are received.

CONSIDER THE FOLLOWING:

a. REVIEW OF BIDS/AWARD OF SALE - The City of Pittsburg advertised for bids to be received until 9:30 a.m. on February 25, 2025, for the purchase of General Obligation Bonds, Series 2025-A, to be acted upon by the Governing Body at its meeting commencing at 5:30 p.m. A verbal recommendation will be presented. **Approve or disapprove the verbal recommendation.**

b. ORDINANCE NO. S-1105 - Consider approval of Ordinance No. S-1105, authorizing and providing for the issuance of Taxable General Obligation Bonds, Series 2025-A, of the City of Pittsburg, Kansas; providing for the levy and collection of annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto. **Approve or disapprove Ordinance No. S-1105 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

c. RESOLUTION NO. 1292 - Consider approval of Resolution No. 1292, prescribing the form and details of and authorizing and directing the sale and delivery of Taxable General Obligation Bonds, Series 2025-A, of the City of Pittsburg, Kansas, previously authorized by Ordinance No. S-1105 of the issuer; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith. **Approve or disapprove Resolution No. 1292 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**

d. VECINO GROUP MULTIFAMILY COMMUNITY PROJECT – Consider the recommendation of the Economic Development Advisory Committee (EDAC) to approve the request submitted by the Vecino Group for a low-interest loan in the amount of $300,000, to be repaid at 1% interest, with the loan to be amortized over 20 years with a seven-year term, for the construction of a forty-two unit multifamily community to be located adjacent to the Community Health Center of Southeast Kansas (CHCSEK). **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

e. PROFESSIONAL SERVICES AGREEMENT – Consider staff recommendation to waive the City's formal bid process and to enter into a Professional Services Agreement with Allen, Gibbs & Houlik, LC (AGH), in which AGH will provide essential assistance with financial operations, perform in depth accounting functions, help maintain compliance requirements and support a variety of Finance Director duties. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the agreement on behalf of the City.**

f. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM – Consider staff recommendation to adopt a Disadvantaged Business Enterprise (DBE) Program for the Atkinson Municipal Airport, as required for FAA funded projects. **Approve or disapprove the recommendation and, if approved, authorize the City Manager to sign the necessary documents on behalf of the City.**

g. MEMORIAL AUDITORIUM – PURCHASE OF DIGITAL MARQUEE – Consider staff recommendation to purchase one Cirrus single-sided LED digital display sign from Jayhawk Signs & Graphics of Pittsburg, Kansas, in the amount of $46,401.86, to be installed at Memorial Auditorium, with the purchase to be fully funded through a private donation. **Approve or disapprove staff recommendation.**

h. ORDINANCE NO. G-1371 – Consider staff recommendation to adopt Ordinance No. G-1371, amending Section 6-2 of the Pittsburg City Code to permit persons under age 21 to enter the premises of an outdoor entertainment and recreation area which dispenses and sells alcoholic liquor or cereal malt beverage in the City of Pittsburg. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**

i. DISPOSITION OF BIDS - WASTEWATER TREATMENT PLANT - Consider staff recommendation to award the bid for the construction of the Wastewater Treatment Plant and enter into a contract with Crossland Heavy Contractors of Columbus, Kansas, for the construction of the new plant for their low bid of $59,727,166.00, pending final approval from KDHE. **Approve or disapprove the recommendation and, if approved, authorize the Mayor and City Clerk to sign the necessary contract documents on behalf of the City.**

NON-AGENDA REPORTS AND REQUESTS:

EXECUTIVE SESSION:

a. An Executive Session is necessary for preliminary discussion regarding the acquisition of real property pursuant to K.S.A. 75-4319(b)(6), to discuss the purchase of property to expand an existing City park. **Motion to recess into Executive Session for 15 minutes to discuss the purchase of property to expand an existing City park pursuant to the preliminary discussion regarding the acquisition of real property exception under K.S.A. 75-4319(b)(6) with the meeting to resume in the Commission Room in 15 minutes.**

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 11, 2025

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, February 11th, 2025, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Dawn McNay presiding and the following members present: Cheryl Brooks, Stu Hite, Chuck Munsell, and Ron Seglie.

Mayor McNay led the flag salute.

PITTSBURG POSITIVE – Mayor McNay congratulated City Manager Daron Hall on receiving the Kansas Association of City/County Management (KACM) Sunflower Award for his dedication to the cause of professional management in local government, specifically in the area of housing.

INVOCATION – Major Brenda Pittman, on behalf of the Salvation Army, provided an invocation.

APPROVAL OF MINUTES – On motion of Seglie, seconded by Brooks, the Governing Body approved the January 28, 2025, City Commission Meeting minutes as presented. Motion carried.

ENGINEERING SERVICES CONTRACT – EARLES ENGINEERING & INSPECTION, INC. – On motion of Seglie, seconded by Brooks, the Governing Body approved staff recommendation to enter into an Engineering Services Contract with Earles Engineering & Inspection, Inc. of Pittsburg, Kansas, for engineering services for the US-69 Resurfacing Project for a total cost of $47,000, and authorized the Mayor and City Clerk to execute the contract on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Seglie, seconded by Brooks, the Governing Body approved the Appropriation Ordinance for the period ending February 11, 2025, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell and Seglie. Motion carried.

VARIANCE REQUEST – ROBINSON OUTDOOR, LLC – On motion of Hite, seconded by Brooks, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the variance request submitted by Robinson Outdoor, LLC, to allow a three-faced sign to be installed at 2410 South Broadway, with a decreased setback and an increased square foot allowance for the sign faces. Motion carried.

EAGLEPICHER TECHNOLOGIES, LLC - DEVELOPMENT AND FUNDING AGREEMENT – On motion of Hite, seconded by Seglie, the Governing Body approved staff recommendation to enter into a Development and Funding Agreement with EaglePicher Technologies, LLC, for the construction and financing of a new facility in Pittsburg, and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried.

EAGLEPICHER TECHNOLOGIES, LLC - LEASE – On motion of Munsell, seconded by Hite, the Governing Body approved staff recommendation to enter into a Lease Agreement with EaglePicher Technologies, LLC, for the new facility to be built in Pittsburg, and authorized the Mayor to sign the Lease Agreement on behalf of the City. Motion carried.

TUTHILL CORPORATION - GUARANTY – On motion of Seglie, seconded by Brooks, the Governing Body approved staff recommendation to accept a Guaranty from Tuthill Corporation in which Tuthill Corporation guaranties the performance by their company of all terms, covenants, conditions, obligations and agreements contained in the Development Agreement and Lease, and authorized the Mayor to sign the Guaranty on behalf of the City. Motion carried.

NON-AGENDA REPORTS & REQUESTS -

EAGLEPICHER TECHNOLOGIES, LLC – Commissioner Seglie thanked EaglePicher Technologies, LLC, for their commitment to Pittsburg.

INFLUENZA – Commissioner Seglie encouraged everyone to avoid crowds, as influenza infections are on the rise.

ADJOURNMENT - On motion of Seglie, seconded by Munsell, the Governing Body adjourned the meeting at 6:02 p.m. Motion carried.

_____
Dawn McNay, Mayor

ATTEST:

_____
Tammy Nagel, City Clerk

Addendum to Agreement for Insurance Agency/Broker Services

This Addendum is in reference to an Agreement for Insurance Agency/Broker Services between The City of Pittsburg, Kansas, a municipal corporation (the "CITY"), and SRA Insurance Agency, LLC, dba AssuredPartners of Wichita (the "BROKER"), dated March 14th, 2023.

In accordance with Article 1 of the Agreement for Insurance Agency/Broker Services, the undersigned parties do hereby agree to extend the Agreement for Insurance Agency/Broker Services to include the period of April 1, 2025, through March 31, 2026. No other terms or conditions of the above mentioned agreement shall be changed as a result of this Addendum.

City of Pittsburg, Kansas:
Daron Hall
City Manager

_____ _____
Signature Date

BROKER:
Brannon Green
Commercial & Benefits Producer/Team Leader
SRA Insurance Agency, LLC, dba
AssuredPartners of Wichita

_____ _____
Signature Date

MANAGING BROKER:
Rodney Demaree
Agency President
SRA Insurance Agency, LLC dba
AssuredPartners of Wichita

_____ _____
Signature Date

City of Pittsburg
PARKS & RECREATION

PARKS AND RECREATION
710 West 9th Street · Pittsburg KS 66762
(620) 231-8310
www.pittks.org

Interoffice Memorandum

To: Daron Hall
City Manager

From: Toby Book
Director of Parks and Recreation

CC: Tammy Nagel
City Clerk

Date: February 17, 2025

Subject: Agenda Item – February 25, 2025
Aquatic Center Replacement Water Feature-Fish Slide

The Pittsburg Aquatic Center's tot pool feature (the frog) has become not economically repairable. We have an opportunity to purchase another water feature, manufactured by Playtime, LLC, at a discounted price from Custom Play Systems of Lake Winnebago, Missouri.

After consideration, it is the staff recommendation to accept the quoted feature from Custom Play Systems. We are asking that the bidding process be waived to make this purchase of an in-stock replacement feature. The quoted price for this feature is $30,100.00. This purchase will allow the Aquatic Center to make the necessary repairs for the upcoming 2025 swimming season.

Regarding this matter, will you please place an item on February 25, 2025, City Commission agenda. Action necessary will be to have the mayor sign necessary documents to proceed with work associated with Aquatic Center youth pool water feature replacement.

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

CUSTOM PLAY SYSTEMS, INC.
320 Winnebago Drive
Lake Winnebago, Mo. 64034
TF: 888-811-8323 Fax 816-350-0080
email: gstein@customplaysystems.com
FEIN # 43-1832938
Kansas tax account # 005K13317933F01

TO: Jason Cecil / Toby Book
City of Pittsburg Parks and Recreation
Pittsburg, Kansas

Date: 1/30/2025

PRICE QUOTATION

QTY	MODEL #	DESCRIPTION	COST
1	PTW15002	Playtime Fish slide	$ 30,100.00
		Freight	- Free -
		Total	**$ 30,100.00**

Please note: All orders must be accompanied by the following: a signed price quotation, signed color selection worksheet (if applicable), and a tax exemption certificate issued by the state (if applicable). **All purchase orders are to made to:** CUSTOM PLAY SYSTEMS INC, 320 WINNEBAGO DRIVE, LAKE WINNEBAGO, MO 64034 and faxed to my office number above for prompt processing. Thank you.

Delivery Location: Pittsburg, Kansas **DELIVERY:** As soon as directed

TERMS: Net 30, from date of invoice, with approved credit. ***Unless otherwise noted, the above price quote does not include: prevailing wages, sales tax if applicable, permits, state or local approvals, performance bonds, engineering seals, testing, site preparation, installation, border, fall saving material, unloading, storage,***

security, fencing or landscaping. Installation price, if quoted, assumes normal soil conditions and does not include rock excavation or grading to level. In the event that an underground obstruction, or "rock", in excess of twelve inches square by two inches thick is encountered during excavation, all expenses related to removal, relocation, or repair of the obstruction, will become an extra charge over and above the proposed estimate listed above. Customer is responsible for supplying safety surfacing in compliance with CPSC guidelines.

This quotation, after acceptance by the buyer and when thereafter approved by an authorized official of the seller, in writing, will become a contract. Until so approved, this quotation is not a contract and is not binding on the seller in any way. This price quotation is valid for 30 days and is subject to possible price revision.

Please confirm ship to and bill to addresses:

Sold To:	Ship To:
Contact Name:	Contact Name:
Contact Phone:	Contact Phone:
Contact Fax:	Contact Fax:
E-Mail:	E-Mail:

Thank you for the opportunity to provide this proposal. I look forward to working with you.

Sincerely,

Greg Stein
District Representative

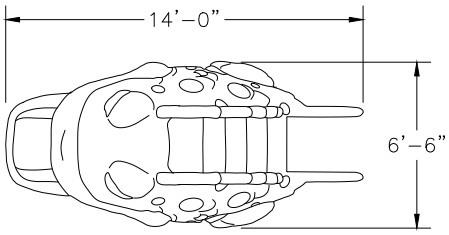
Accepted:_____
Name of buyer

By:_____
Signature

Date:_____

FISH
PTW15002
Slides

303.662.0302 • www.playtime.com



FEATURES

- Fiberglass substructure
- High gloss vibrant colors
- Coated foam impact attenuating protection on all surfaces
- All slide steps and transitions have anti-slip surfaces
- Easy setup and fully operational in one day
- Can function with or without access to a water line

SPECIFICATIONS

- Dimensions (approx) ..... 14’L x 6’6”W x 8’3”H
- Weight (approx) ..... 900 lbs.

INSTALLATION REQUIREMENTS

- Water Requirement (if added) ..... 10 GPM
- Supply Line (if added) ..... 1” Minimum
- Anchor ..... 3” Bolt / 1.5” Anchor
- Anchor Points 4
- Water Depth ..... 0-12”

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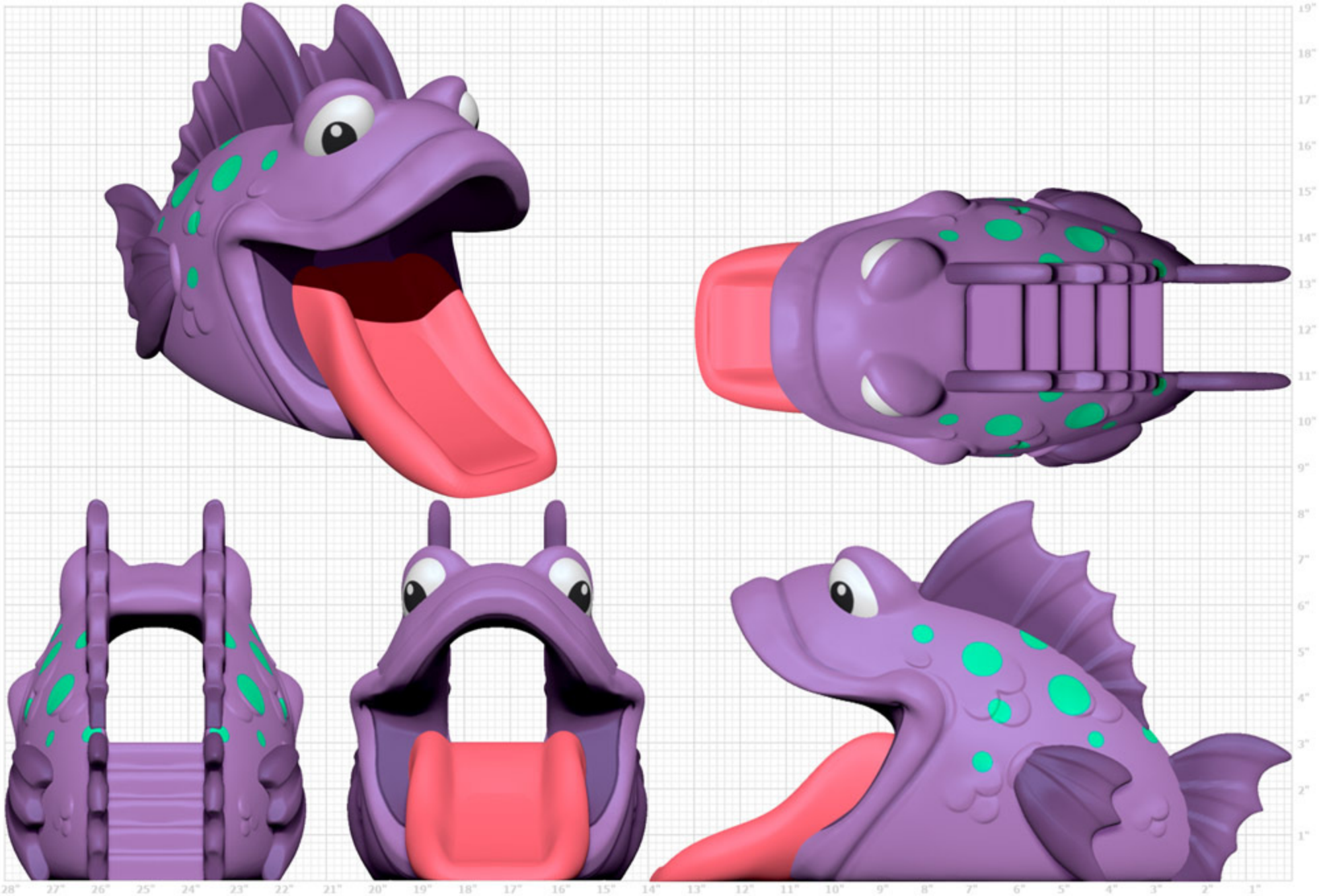

Project Name

Slide : Fish - PTW15002

Scale

1 Square = 2 Square Inches

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PLAYTIME, LLC
13310 James E. Casey Ave.
Englewood, CO 80112
303-662-0302
www.Playtime.com

PLAYTIME™
the softer side of play

JARE = 4 SQUARE INCHES

DIMENSIONS SURFACE AREA: TBD SQUARE FEET; VOLUME: TBD CUBIC FEET;
~ X: 168", Y: 79", Z: 97"

NOTES

CUSTOM PLAY SYSTEMS

ROPERTY OF PLAYPOWER AND ARE NOT TO BE SOLD, DISTRIBUTED, OR MANUFACTURED WITHOUT EXPRESS WRITTEN CONSENT. PRICES, COLORS AND DESIGNS ARE SUBJECT TO CHANGE AT THE DISCRETION OF PLAYPOWER LLC 2021 PLAYPOWER 13310 JAMES E CASEY AVE ENGLEWOOD, CO 80112 USA 303-662-0302

7'9"
8"
12"
12'5"

City of Pittsburg
Forward Together.

DEPARTMENT OF PUBLIC WORKS & UTILITIES

1506 North Walnut · Pittsburg KS 66762

(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: February 19, 2025

SUBJECT: Agenda Item – February 25th 2025
Disposition of Bids
2025Sales Tax Program Asphalt Material

Bids were received on Tuesday, February 18, 2025, for the provision of asphaltic concrete materials for the 2025 City Sales Tax Street Program and the Crawford County Engineer's Office consisting of an estimated combined total of 17,500 tons of asphaltic concrete base and surface mix. The advertisement to bid was published in the newspaper and posted to the City's website, three (3) bids were received (see attached bid tabulation).

After reviewing the bids received, staff is recommending that the bid be awarded to Emery Sapp & Sons (ESS) of Joplin, MO

Please place this item on the agenda for the City Commission Meeting scheduled for Tuesday, February 25, 2025. Action necessary will be approval or disapproval of staff recommendation and, if approved, authorize the Mayor and City Clerk to sign the contract documents once prepared.

Attachment: Bid Tabulation

City of Pittsburg
Forward Together.

The City of Pittsburg and Crawford County, Kansas
2025 Sales Tax Street Program Asphalt Material
Tuesday, February 18, 2025 -- 2:00 p.m.

Name and Address of Bidder	SM9.5A Asphalt (Per Ton) Virgin Mix & Less $ For (RAP)	SM12.5A Asphalt (Per Ton) Virgin Mix & Less $ For (RAP)	SM19A Asphalt (Per Ton) Virgin Mix & Less $ For (RAP)	Driving Distance (Plant to 4th & US69)	Minimum Tonnage For Start-Up/Start-Up Charge	Tandem Truck Delivery Hourly Cost
Emery Sapp & Sons	VM $ 64.27	VM $ 63.14	VM $ 62.31	5 miles	75	$120.00
	Less $ 5.30	Less $ 5.24	Less $ 4.41		$500	
Blevins	VM $ 72.00	VM $ 72.00	VM $ 72.00	34 Miles	NA	$115.00
	Less $ 57.00	Less $ 57.00	Less $ 57.00		NA	
Bettis	VM $ 73.90	VM $ 67.25	VM $ 61.75	5 miles	50	$130.00
	Less $ 65.55	Less $ 57.95	Less $ 49.60		$750.00	
	VM $	VM $	VM $			
	Less $	Less $	Less $			
	VM	VM	VM			
	Less $	Less $	Less $			

City of Pittsburg
Forward Together.

DEPARTMENT OF PUBLIC WORKS & UTILITIES
1506 North Walnut · Pittsburg KS 66762
(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: February 17, 2025

SUBJECT: Agenda Item – February 25th 2025
Traffic Control Equipment

City Staff is requesting that the City Commission waive the bid policy and approve the two quotes from Gades Sales Co Inc for traffic control equipment for the intersection of Quincy and Broadway and the intersection of Atkinson and Broadway. The city currently uses this company's brand and equipment throughout the city and for the for consistent repairs, equipment, and material, staff is requesting to waive the formal bid policy and purchase the equipment and parts directly from Gades Sales.

The total cost of the equipment per intersection is $41,906.00, for a total amount of $83,812.00. The purchase of the equipment will be funded through the sales tax capital outlay.

Would you please place this on the agenda for the City Commission meeting scheduled for February 25th, 2025? Action necessary will be approval or disapproval of staff request to waive formal bid policy, and if approve authorize city staff to issue the proper purchase orders.

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

Attachments: Quotes

Gades Sales Co. Inc.
TRAFFIC CONTROL SPECIALISTS
www.gadestraffic.com

Quote

Date: 1/17/2025

Quote to: Mr. Jacob Reagan
City of Pittsburg, KS

Job: Atkinson & Broadway

Qty	Description	Unit Price	Line Total
1	Yunex Blade Controller in "P" Cabinet with TS2 Backpanel, Power Supply, Conflict Monitor, Detector Rack for Preemption, BIUs, Load Switches, Flasher, Flash Transfer Relays With Powder Coated Black	$16,715.00	$16,715.00
1	Alpha Battery Backup system with S6 Cabinet Powder Coated Black	$5,690.00	$5,690.00
1	Four Approach Currux Video Detection System w/(2) Fisheye Camera, Processor, and 1000' Cable	$19,501.00	$19,501.00
	Technical assistance will be provided at turn-on The City will be responsible for mounting the cameras and pulling the cable.		
		Total	**$41,906.00**

Delivery is quoted at 4-10 weeks after approval and release of order.
Delivery dates are subject to change as material shortages arise.

Pricing is Valid for 30 days.

By: James Tamplin
Jtamplin@gadestraffic.com

Sales tax is not included. Payment terms are Net 30 days after invoice date. Accepted payment methods are cash, check or ACH. Credit Card payments are accepted with a 4% convenience fee added to the invoice total.

PO Box 9003, Wichita, KS 67277 - 316-943-1219

Gades Sales Co. Inc.
TRAFFIC CONTROL SPECIALISTS
www.gadestraffic.com

Quote

Date: 1/17/2025

Quote to: Mr. Jacob Reagan
City of Pittsburg, KS

Job: Quincy & Broadway

Qty	Description	Unit Price	Line Total
1	Yunex Blade Controller in "P" Cabinet with TS2 Backpanel, Power Supply, Conflict Monitor, Detector Rack for Preemption, BIUs, Load Switches, Flasher, Flash Transfer Relays With Powder Coated Black	$16,715.00	$16,715.00
1	Alpha Battery Backup system with S6 Cabinet Powder Coated Black	$5,690.00	$5,690.00
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	Technical assistance will be provided at turn-on		
	The City will be responsible for mounting the cameras and pulling the cable.		
		Total	**$41,906.00**

Delivery is quoted at 4-10 weeks after approval and release of order.
Delivery dates are subject to change as material shortages arise.

Pricing is Valid for 30 days.

By: James Tamplin
Jtamplin@gadestraffic.com

Sales tax is not included. Payment terms are Net 30 days after invoice date. Accepted payment methods are cash, check or ACH. Credit Card payments are accepted with a 4% convenience fee added to the invoice total.

PO Box 9003, Wichita, KS 67277 - 316-943-1219

City of Pittsburg
Land of Promise

DEPARTMENT OF PUBLIC WORKS & UTILITIES
1506 North Walnut · Pittsburg KS 66762
(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Utilities

DATE: February 17, 2025

SUBJECT: Agenda Item – February 25th
Engineering Services Contract for Meadowlark Sidewalk TE-0575-01

City staff is requesting to enter into a contract agreement with OWN, Inc based upon their Qualifications for professional engineering and project management services for the Meadowlark Elementary School Safe Routes to School as part of the KDOT Transportation Alternatives Program. On May 28th 2024 the commission authorized the city to apply for the Safe Routes to School Grant per Resolution No 1278 and then in October 2024, the City was awarded $286,400 with a City match of $71,600 for the project.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 25th, 2025. The action being requested is to approve or disapprove staff's recommendations and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachments: Project Map
OWN Qualification pack

OVERALL PLAN

SIDEWALK IMPROVEMENTS
20TH STREET - ROUSE ST. TO HOME AVE.

PITTSBURG, KANSAS 2023

SHEET 1 OF 1

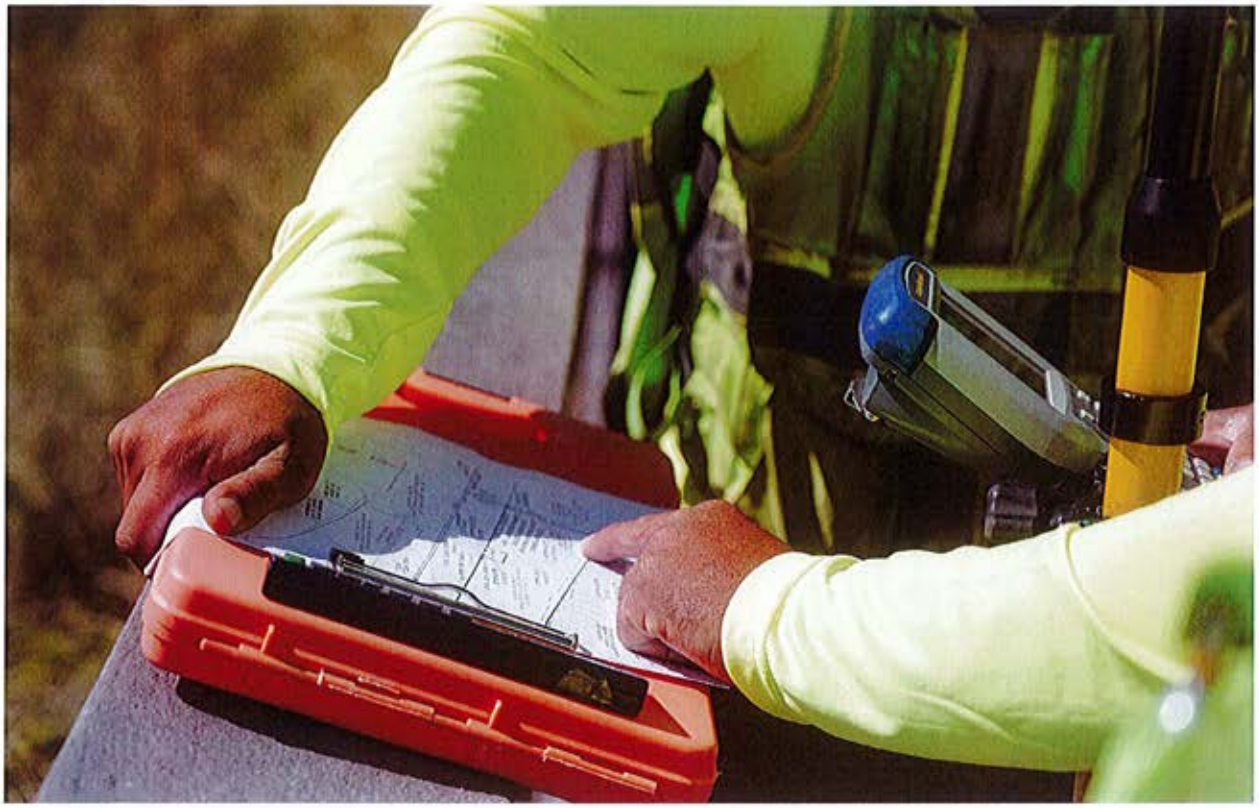
REVISIONS

NOT FOR CONSTRUCTION

olsson

106 N Broadway St.
Suite 175
Pittsburg, KS 66762
TEL 620.670.5100 www.olsson.com

Statement of Qualifications



Engineering beyond.

OWN

Engineering beyond.™

Formerly Anderson Engineering

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Company Information

OWN

Engineering beyond.®

Engineering Beyond.

OWN, Inc. is an employee-owned engineering firm. Our core offerings include Civil Engineering, Structural Engineering, Land Surveying, and Field Services. Our talented team helps shape the built environment across the country from our offices in Missouri, Kansas, Arkansas, and Florida. No matter the project or scope, our clients enjoy problem solving and service that goes beyond the expected.

Markets

PRIVATE DEVELOPMENT

- COMMERCIAL
- HEALTHCARE
- EDUCATION
- RESIDENTIAL
- INDUSTRIAL
- SPORTS & ENTERTAINMENT
- HOSPITALITY

PUBLIC INFRASTRUCTURE

- FEDERAL/MILITARY
- STATE
- COUNTY
- MUNICIPAL
- DOT
- UTILITIES
- EDUCATION

Locations

DARDANELLE, AR
ROGERS, AR
DESTIN, FL
MILTON, FL
PENSACOLA, FL
OVERLAND PARK, KS
CARTHAGE, MO
COLUMBIA, MO
FAYETTE, MO
JOPLIN, MO
KANSAS CITY, MO
MONETT, MO
SPRINGFIELD, MO

WeAreOwn.com

Services

CIVIL ENGINEERING

- DEVELOPMENT SERVICES
- SITE DESIGN
- CONCEPTUAL DESIGN
- DUE DILIGENCE
- PERMITTING
- COMMUNITY ENGAGEMENT
- FUNDING ASSISTANCE
- ROADWAY DESIGN
- TRAFFIC
- BRIDGE
- SIDEWALKS & TRAILS
- STORMWATER
- WASTEWATER
- WATER

STRUCTURAL ENGINEERING

- STRUCTURAL BUILDING DESIGN
- FOUNDATION DESIGN
- STRUCTURAL EVALUATION
- FORENSIC ENGINEERING
- STRUCTURAL INSPECTION

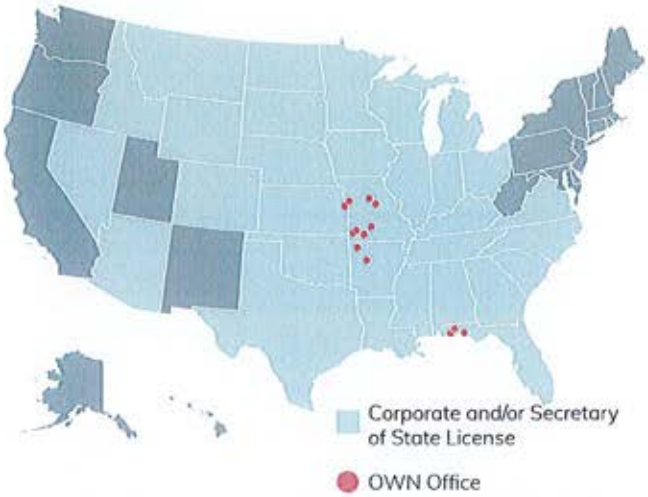
LAND SURVEYING

- BOUNDARY/ALTA SURVEYING
- TOPOGRAPHIC SURVEYING
- HYDROGRAPHIC SERVICES
- PHOTOGRAMMETRY (DRONE)
- LIDAR (MOBILE, TERRESTRIAL, DRONE)
- CONSTRUCTION SURVEYING
- GEOGRAPHIC INFORMATION SYSTEMS (GIS)

FIELD SERVICES

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL ENGINEERING
- DRILLING
- CONSTRUCTION INSPECTIONS
- CONSTRUCTION MATERIAL TESTING (CMT)

Licenses



Principles

We believe in the value of relationships that last. That it's appreciated when you handle things with the attention and urgency you'd expect of a friend. And asking bigger questions will lead to better solutions. No matter if the challenge we're solving is massive or mundane, our approach is rooted in the principles that guide our work each day:

- Owners do it better
- Responsiveness is a superpower
- Success is not a limited resource
- Fun matters
- People are at the center of it all

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866.866.2741
info@weareown.com

OWN
Engineering beyond.®

Professional Team

OWN

Engineering beyond.®

Road & Bridge

SEAN MATLOCK, PE
Office Leader

Sean is a recent MoDOT retiree with more than 30 years of experience. As a MoDOT project manager, Sean was responsible for several high profile projects in MoDOT's Southwest District. These project include the I-49 corridor, which added over 180 miles to the Interstate Highway System, and the Rogersville Project Freeway, which was the first design-build project in the Southwest District and the first to incorporate ROW acquisition into the design-build process. The project won regional and national awards for its innovations and community outreach.

GREG PARKER, PE
Public Infrastructure Department Manager

Greg brings 30+ years of civil engineering and public infrastructure leadership experience, with a proven track record of managing large-scale road, bridge, and drainage projects across Iowa. His career spans roles as County Engineer for two counties in Iowa and as City Streets Director for Cedar Rapids, overseeing multi-million-dollar budgets and complex operational teams. Greg is recognized for implementing innovative technologies, including GIS and drone integration, and driving strategic infrastructure planning to enhance community resilience and safety. A collaborative leader, he has received multiple state and national awards, including the prestigious 2024 National Association of County Engineers (NACE) Urban County Engineer of the Year.

DARREN JURANAS, PE
Project Engineer

Darren has nine years of traffic engineering, geometric design, and analysis experience. His background includes urban and freeway traffic analysis for US 60 and 65 interchanges in Springfield. Darren has developed extensive proficiency with critical software applications such as Autodesk Civil 3D, MicroStation, Synchro, and VISSIM traffic modeling software. He has also been involved with traffic impact analysis projects for developments across Missouri. Darren is certified in 'Designing Pedestrian Facilities for Accessibility' (DPFA) through FHWA program.

ANDREW ECKHART, PE
Public Infrastructure Division Leader

Andrew has over 18 years of infrastructure engineering and management experience and leads OWN's Infrastructure Division. He oversees efforts on dozens of Local Public Agency (LPA), MoDOT, and city projects all across the state. Andrew's experience includes assistance with funding applications and design for all types of public agency projects and funding programs including ARPA, CDBG, MDNR, USDA, BRO, SRTS, TAP, TEAP and MoDOT Cost-Share projects. Andrew's projects have included water distribution, wastewater collection, transportation, stormwater analysis, streetscapes and ADA Improvements. In 2018, Andrew was selected by MoDOT Central Office staff to serve on MoDOT's LPA Advisory Committee.

BRANDON SEIWERT, CET, CPESC
Project Manager

Brandon brings 20+ years of experience in design across various industries, including municipal transportation, utility design and coordination, civil and site development, storm systems, water, and wastewater systems. He has extensive experience designing public transportation projects such as the Pacific School Road Bridge Replacement in Pettis County, MO, D Street and W BJ Tunnell Boulevard reconstruction in Miami, OK, as well as many MoDOT ADA improvement projects in the MoDOT Southwest District. Brandon has also provided site observations, inspections, and project estimates.

MITCH GIBLER, EI (ENGINEER INTERN)
Bridge Engineer

Mitch has eight years of experience in bridge design. He has served as project manager and lead bridge designer on numerous bridges throughout the state of Missouri. He has experience addressing unique stream crossings to connect communities using innovative design approaches. His expertise includes steel beam and prestressed girder bridges, RCB design, utility coordination, and construction observation and administration.

Site Development

TOM WOOTEN, PE
Senior Civil Engineer

Tom brings over 25 years of design and project management experience in the municipal, private development, and higher education market sectors. He has extensive experience leading design, planning, and construction projects in Missouri and Arizona. His experience includes contract preparation, manpower allocation, planning, design, cost estimates, plan review, construction administration, and quality control. Tom has prepared designs, specifications, and construction documents for projects ranging from small site improvements to a 1,300-lot residential subdivision.

TOM CLAPHAM, PE, SE
Structural Department Manager

Tom has over 20 years of experience in consulting structural engineering, including detailing, design, and project management. His experience includes numerous projects of varying size and design complexity. He has worked in all project phases, including planning, design, and construction. His design experience includes structural design in concrete, steel, masonry, and wood, and foundation design including shallow foundations and various types of deep foundations. He has experience in construction observation, special inspections, and serving on an owner's advisory team.

BRYAN LIGHTFOOT, PE
Structural Engineer

Bryan has more than 25 years of experience in building and structural engineering for a pre-engineered building manufacturer and construction company prior to joining OWN in 2019. His unique experience with conventional, metal building, and hybrid steel structures makes him a great fit on our team.

JIMMY CLYNES, EI
Bridge Design Engineer

Jimmy graduated from the University of Missouri - Columbia with a Bachelor of Science in Civil Engineering. He has six years of experience in the MoDOT Bridge Division performing bridge design and load ratings. He served as a structural designer and plans checker for MoDOT's Bridge Division on numerous bridge projects all over the State of Missouri. His expertise includes using AASHTOWare for prestressed concrete girder bridges, steel girder bridge rehab and redeck projects, and RCB design.

Stormwater

SCOTT EDGAR, PE, CFM
Senior Project Manager

Scott brings over 35 years of experience focusing on water resources projects, including stormwater management, floodplain analysis, stream bank stability, MS4 programs, & environmental / wetland permits and issues. Prior to joining the OWN team, Scott served as a project manager in the private industry, a senior staff engineer for a city municipality, and a county engineer, stormwater director, and floodplain administrator for a county. Scott has experience serving on various intergovernmental boards and committees and writing grant applications.

NAOMI DALDALIAN, EI
(ENGINEER INTERN)
Civil Engineer

Naomi brings over six years of civil engineering experience in public infrastructure design and construction. The range of project components include roadway design, pavement markings/signing, enclosed storm sewer, open channel hydraulics, construction phasing, utility coordination, public utility design and inspection for various public roadway projects. She has also completed engineer's estimates, reviewed shop drawing submittals and attended public meetings, project kickoffs and pre-construction conferences.

MIKAYLA DENDURENT, PE, CFM
Water Resources Engineer

Mikayla has 7 years of experience collaborating with and contributing to design teams in civil and environmental engineering. Her recent civil work encompasses stormwater infrastructure design, waterline design, drainage studies and reports, erosion control plans, construction detailing, and public engagement. In the environmental realm, she has expertise in earthen dam design, stream mitigation guidelines, environmental permitting, environmental feasibility reports, detention basin inspection, earthen dam inspection, and floodplain permitting. Mikayla is proficient in various design software including ArcGIS, Hec-RAS modeling. She provides support with data collection, mapping, and deliverable production, adhering to client standards.

Water & Wastewater

JEFF CEPERLEY
Office Leader, Monett

Jeff has over 35 years of technical and design experience related to water and sewer civil engineering projects. His specialties include layout and design of water wells, storage and distribution systems, gravity sewer and lift station improvements, project coordination, construction management, and client relations. Jeff has worked closely with USDA, MoDNR, and CDBG to help fund water and wastewater system projects, and has a strong working relationship with MoDNR and USDA staff. He leads projects from design through construction and excels at working out the design elements and requirements for the project.

PAT O'BRYANT, PE
Senor Civil Engineer

Patrick has 55 years of experience in water distribution, natural gas distribution, and sewer collection. He had a 31-year career with a large, municipally-owned utility where he served in various positions in both engineering and operations and construction management. He is experienced in all phases of water and gas projects, including initial feasibility studies, preliminary engineering reports, funding procedures with various agencies, hydraulic analysis and system modeling, project design, contract preparation and administration, and project management.

RICK TODD, PE
Senior Project Engineer

Rick brings has over 45 years of experience in design, technical sales, field engineering and construction management. He has served as a construction manager for many federally and state funded municipal and industrial wastewater projects. Rick has worked with various agencies to obtain state and federal funding for several municipal wastewater projects. He also specializes in chemical and physical wastewater treatment and alternative treatment technologies such as electrocoagulation.

RICK WEST
Senior Civil Designer

Rick has over 50 years engineering design experience. Rick's design background includes water and wastewater treatment facilities, wastewater collection design and rehabilitation, potable water distribution and storage systems, storm sewer systems, stormwater management and erosion control, and structural design support for municipal facilities, including treatment plants, bridges, and buildings. Rick has worked with various agencies to obtain state and federal funding for many municipal wastewater projects.

Land Surveying

SAM DEPRIEST, PLS
Survey Department Manager, Kansas City

Sam is a Licensed Surveyor in both Kansas and Missouri, and has nearly 30 years of experience working on many large scale projects. He has years of residential, commercial, and industrial development experience as well as surveying and drone operation. He has conducted Alta Land Title Surveys for the development of large industrial parks and entertainment districts coordinating efforts with various city and DOT staff.

CHRIS CHAPPELL
GIS Department Manager

Chris has been with OWN since 2014 and brings a well-rounded 25 years of Geographic Information Systems (GIS) experience. Chris oversees GIS operations and coordinates all GIS projects for all of OWN's office locations. His experience includes web mapping, GIS data collection and conversion, asset management, and utility GIS data conversion for electric, sewer, stormwater and water systems.

TREVOR BYRD, LSIT
Associate Surveyor

Trevor is a survey party chief, terrestrial LiDAR specialist and drone pilot at OWN with over 200 hours of flight time. Trevor has become one of the top drone specialists in the region and has completed many types of projects involving drone technology for both Local Public Agency (LPA) and MoDOT. His experience includes thermal imaging for bridge inspections.

ANDY POWELL, PLS
Survey Department Manager, Springfield

Andy has been with OWN for over 27 years, serving as crew chief and project surveyor, overseeing many construction layout projects and other surveys. He is a licensed UAV pilot and holds a drone certificate. Andy led construction survey efforts on the Rogersville US Route 60 Freeway Design-Build project along with thousands of other surveys throughout the Ozarks.

RON WALLACE, PLS
Survey Department Manager, Joplin

Ron joined OWN in 1997 as a surveyor; he has more than 36 years of survey experience across Missouri. Ron has designed surveys for individuals and corporations, municipal, county, and state projects, including bridge replacement and highway improvements. He has supervised boundary projects for MoDOT, the Missouri Department of Conservation, construction staking projects, subdivision plots, and ALTA/NSPS Land Title Surveys.

NIKOLAY NEDKOV, PLS
Survey Department Manager, Arkansas

Nikolay is a Professional Land Surveyor who holds a Master's of Science in Geodesy, Photogrammetry, and Cartography. He oversees the land surveying department in OWN's Rogers, Arkansas office. Nikolay has been responsible for numerous ALTA Land title surveys, boundary and topographic surveys, construction staking, platting for commercial developments and surveys for right-of-way and easement acquisitions.

Geotechnical Engineering

CODY WHITE, PE
Ozark Regional Leader

Cody is a geotechnical engineer who oversees the engineering for the laboratory. He is responsible for overseeing geotechnical engineering, drilling, geophysical testing, and engineering supervision for field and laboratory testing for construction testing and inspection. Cody manages geotechnical drilling programs for sampling of soil and rock for shallow and deep building foundations, civil engineering road and earthwork projects, and other specialty projects such as large embankments, and micropile projects. He is responsible for testing involving soil, concrete, masonry, asphalt and steel.

GARY WHITE
Drilling Department Manager

Gary has over 34 years of experience in the geotechnical drilling field in MO, KS, OK, AR, IL, TN, TX, LA, and NM. He has operated all of OWN's drilling equipment and is regarded as an expert in geotechnical drilling for soil and rock conditions. Gary is certified in visual-manual methods of identification and description of soil and rock samples. He has extensive experience with karst conditions and problem soil conditions, including low strength, swelling soils, saturated groundwater conditions, uncontrolled fill, mining spoils, and fractured/faulted rock.

JOHN SNIDER, PE
Geotechnical Consultant

With 35+ years of experience, John has provided exceptional mentorship and training to younger engineers. He has a diverse background working with a variety of clients, including commercial, university, government, and industrial. John has worked on numerous geotechnical engineering and special inspection projects as both a project manager and principal-in-charge.

JESSE THOMAS
Materials Testing Department Manager

Jesse has been with OWN since 2009. He was the IBC Special Inspector on the new Joplin High School that was built after the 2011 Tornado. The Joplin High School alone had seven FEMA-rated storm shelters. Jesse assisted our CWI, for the structural steel inspections for the Joplin High School project: this included structural bolting, welding, and NDT weld testing. Jesse was also the IBC Special Inspector for the 2016 Haderlein Elementary School FEMA Shelter in Girard, Kansas and the Joplin Public Library Project in Joplin, Missouri.

TYLER LUKACHICK
Project Geologist

Tyler brings six years of experience in the geology field. He is a graduate of Missouri State University with a Bachelor of Science in Geology and holds many MoDOT technician certifications. Tyler holds a Graduate Certificate in Geospatial Information Sciences, and Radiation Safety Training from the US Nuclear Regulatory Commission.

Construction Inspection & Testing

KEVIN MARTI, PE
Field Services Department Manager

Kevin has been with OWN for three years and offers over 27 years of experience in design, project management, construction inspection, and administration of transportation, stormwater, and wastewater projects. He has worked with MoDOT and local cities including Carthage and Mount Vernon, MO, and Miami, Oklahoma. Kevin has led design teams in the production of roadway designs for all project phases from conceptual reports to contract plans. Kevin managed a team of inspectors as Resident Engineer during his tenure at MoDOT.

STEVE GRAHAM
Project Inspector

Steve is among the most experienced field technicians in the Joplin area with over 33 years of experience in deep foundations, masonry, and steel. Steve has also performed QC testing on behalf of the contractor on many MoDOT transportation projects. Steve was one OWN's lead inspectors for Joplin CDBG-DR projects. Steve has the following MoDOT certifications: Aggregate Technician – AT| Bituminous Technician – BT| Soil Density – SD|Concrete Field – CF.

JEFF DAVIS
Materials Testing Department Manager, Springfield

Jeff has nearly 30 years of experience in the geotechnical laboratory and drilling field work for OWN and has been the construction testing manager and IBC Special Inspections Manager since 2007. During this time, his laboratories have received successful certifications from AASHTO, AMRL/CCRL Proficiency Testing, and the U.S. Army Corps of Engineers. He has received certifications from MoDOT for various soil, aggregate, and concrete testing. Prior to his Construction Testing Manager role, Jeff worked as a contractor with Environmental Works Inc. (EWI) and as a Geotechnical Driller with OWN. Jeff also served in the U.S. Navy.

GARY MAU
Field/Laboratory Technician

Gary has 38 years of experience, doing everything from hand drafting to computer design, surveying, and on site job inspection and testing. Gary has been with OWN since 2009 and has 12 years of experience in many MoDOT soil, aggregate, and concrete testing certifications. During his time at OWN, he has worked on a variety of public, private, municipal and land development projects across the state.

Project Experience

OWN

Engineering beyond.®

Stormwater

STORMWATER IMPROVEMENTS
Joplin, MO

The City of Joplin hired OWN to administer all CDBG-DR disaster recovery projects in one of four zones affected by the catastrophic tornado that devastated Joplin. The projects included roadway and storm drainage intersection realignments, resurfacing and reconstruction of roadways, sidewalks, and stormwater analysis and design. Stormwater engineering included approximately 1,300 feet of a fifteen by four-and-a-half foot concrete open channel and approximately 1,400 feet of four by five foot concrete box channel. OWN provided surveys, geotechnical investigations, engineering, and construction services, including inspection and material testing on asphalt, base rock, subgrade and testing concrete approaches for air, slump and compressive strength.

Reference: Dan Johnson, PE, Director of Public Works, 417.624.0820 ext. 1500

FLOOD REMEDIATION AND MITIGATION
Cassville, MO

This project consisted of replacing the low water crossing bridge over Flat Creek on 7th Street near Mill Street and the City Park. A strong rainfall event and subsequent flooding damaged the bridge deck causing it to be unusable. OWN designed three replacement options, created construction documents, and bid out the designs. Looking for practical, cost effective alternatives, a Forensic Engineering Assessment of the existing bridge foundations was performed and found that they could be left in place creating significant cost savings for the City. However, budget issues and alternative routes caused the City to keep this project on hold.

Reference: Steve Walensky, City Administrator, 417.847.4441.

STORMWATER IMPROVEMENTS
Carthage, MO

OWN performed stormwater engineering design for the City as part of an ongoing project funded through a parks and stormwater sales tax. Improvements include replacing and enlarging culverts, installing new storm inlets, and reshaping ditches to increase capacity. Past improvements have included a new bridge with increased capacity that required OWN to complete a Letter of Map Change (LOMC) with FEMA. OWN is currently updating the citywide stormwater study to reflect improvements made and prioritize future improvements.

Reference: Zeb Carney, Public Works Director, 417.237.7010

DRAINAGE IMPROVEMENTS
Battlefield, MO

OWN worked closely with the City and area homeowners to provide planning and analysis of the existing stormwater infrastructure and develop a concept for improvements. The proposed improvements were prioritized and budgeted based on feedback obtained in a series of charrettes. Locations of potential work were surveyed for topography and easements were prepared by OWN staff. The design included new higher capacity culverts, additional inlets, earthwork to establish improved flow paths, and new channels. A combination of channel walls and natural surfaces were used where space was constrained due to ROW.

Reference: Beth West, City Clerk, 417.833.5840

Transportation

GARRISON AVENUE & MISSOURI ROUTE 571 INTERSECTION IMPROVEMENTS

Carthage, MO

MoDOT selected OWN to design a five-leg single-lane roundabout to improve a congested and awkward intersection. Design speed, geometrics, and fastest path of the roundabout were fundamental in attaining a good design. The new intersection includes sidewalk connectivity to another MoDOT ADA transition project planned on MO Route 571. OWN provided topographic and boundary survey, geotechnical investigation, traffic analysis, roadway design, stormwater collection, and photometric design for new lighting.

Reference: Craig Switzer, PE, MoDOT-SW District, 417.621.6331

SIGNAL & SIDEWALK ADA TRANSITION

Mount Vernon, MO

OWN was selected by the City for three phases of a sidewalk, lighting, and signalized crosswalk project in Mount Vernon. Phase I was a STP-funded project on Hickory St. MO Route 39/Business Loop I-44 south to the Missouri Veterans Home. For Phase II, the project consisted of sidewalk construction, including design of a new curb and gutter, median improvements, new lighting, and a rapid flashing, signalized crosswalk. OWN also supported the City with a TAP-funded application and award for Phase III, which included a new curb, stormwater improvements, retaining walls, and new sidewalks to provide pedestrian access between the schools and downtown square.

Reference: Max Springer, City Administrator, 417-466-2122

20TH STREET, RANGELINE ROAD TO CONNECTICUT AVENUE: CDBG-DR: DISASTER RECOVERY ROADWAY/ADA PROJECTS

Joplin, MO

The City of Joplin hired OWN to administer all CDBG-DR disaster recovery projects in one of four zones in the path of the tornado that devastated Joplin. The projects included roadway and intersection realignments, resurfacing and reconstruction of roadways, sidewalks, culverts, and lighting. OWN provided surveys, geotechnical investigations, engineering, and construction services, including inspection and material testing on asphalt, base rock, subgrade, and concrete approach testing for air, slump, and compressive strength.

Reference: Dan Johnson, PE, Assistant Director of Public Works, 417.624.0820

GOVERNOR'S COST SHARE PREFERRED TRUCK ROUTE

Pettis County, MO

OWN is working on a transportation and roadway project for Pettis County providing civil, geotechnical, survey, and construction inspection services. OWN prepared construction documents to improve and widen the existing roadway, reconfigure the existing intersection, and construct a new two-lane alignment. A new interchange for was designed and is under construction, including new property access and a roundabout.

Reference: James Theisen, Special Projects Manager, 660.826.5000

Bridge

BRIDGE REPLACEMENT ON ROUTE BB OVER LITTLE SAC RIVER

Greene County, MO

OWN provided preliminary bridge layout and preliminary roadway plans for this project. The preliminary bridge layout consisted of hydraulic analysis to ensure the bridge profile was raised high enough to clear the necessary design high water. The preliminary roadway plans consisted of raising the roadway profile necessary to match the elevation of the new bridge. The new roadway and bridge were widened more than usual to accommodate the TransAmerica Bike Trail with OWN providing the necessary right of way plans.

Reference: Stacy McMillan, Structural Liaison Engineer - MoDOT, 573.526.0250

GAMBLE ROAD BRIDGE OVER MARNEY BRANCH

Moniteau County, MO

OWN was selected by Moniteau County to provide preliminary engineering through construction engineering phase services, including material testing, for this bridge replacement project on Gamble Road. The scope of work consisted of designing a single-span NU35 prestressed concrete girder bridge, approximately 68 feet in length, with approach roadway adjustment to the higher roadway profile.

Reference: Mac Finley, Presiding Commissioner, 573. 796.2213

SWISHER ROAD BRIDGE OVER PEPPER CREEK

Pettis County, MO

OWN was selected by Pettis County to provide preliminary engineering and construction engineering phase services, including material testing, for this bridge replacement project on Swisher Road. The scope of work consisted of designing a single-span Type IV prestressed concrete girder bridge, approximately 62 feet in length, with approach roadway adjustment to the higher roadway profile along with connecting side roads.

Reference: James Theisen, Special Projects Manager, Pettis County Commission, 660.221.9627

CHAPELL DRIVE OVERPASS

Monett, MO

OWN was selected by the City of Monett to provide preliminary and construction engineering services for the at grade separation of Chapell Drive at BNSF Railroad. The scope of work consists of survey, geotechnical investigation, permitting, environmental clearance, bidding assistance, construction observations, and material testing. The new structure will consist of a multi-span NU-Girder bridge being approximately 290 feet (75.35'-114'-100.5') long on spread pile cap footings and end bent pile caps. The improvements will also include the extension of a triple-cell RCB and addition of approximately 0.37 miles of roadway and stormwater improvements.

Reference: Chris Weiner, City Administrator, 417.235.3355

Site Development

MENARD, INC.
Springfield, MO

Menard, Inc., had two large parcels of land in Springfield go through full land development scope, including preliminary and final platting, street design, stormwater design, site plan analysis, etc. The sites repositioning the large footprint of the building to eliminate retaining walls while also maintaining enough space for out lots to be developed. Development required OWN to coordinate with Greene County, MoDOT, and the City of Springfield. Off-site sanitary sewer main extensions were required for both projects. The east side store had an extension which required obtaining many off-site easements from private individuals. OWN is currently working on the Menards development in Joplin.

WARRENSBURG PUBLIC SCHOOLS
Warrensburg, MO

The Warrensburg community required updated alterations be made to three of its elementary schools to match rapid growth. OWN worked with a local architecture firm to provide civil engineering and land surveying services for the three schools:

- **Maple Grove Elementary:** OWN helped design site development for a building addition. The team worked to solve challenges with the existing grading to attach to existing sidewalks and utilities.
- **Ridge View Elemetary:** OWN helped redesign the relocation of the bus dropoff/pickup lane, and assisted with grading and American with Disabilities Act (ADA) transitions.
- **Martin Warren Elementary:** OWN assisted with the relocation of ADA parking at the front of the building and helped design a secure double entrance to control access to the building.

O'REILLY AUTO PARTS
Nationwide

OWN, Inc. has worked with O'Reilly Auto Parts for over 20 years, providing civil engineering, land surveying, drilling, and construction inspection services for locations in about 40 states around the United States. While the team does assist with renovations, a majority of the projects are new store construction. Each project includes site plan/land development, environmental assessment, utility layout, stormwater design, permitting, and construction staking. The team evaluates properties for viability prior to purchase and appears before local boards on any business-related matters. OWN also acts as O'Reilly's resident historian by maintaining an archive of documentation and historical records.

To accommodate the workload, OWN has assembled a team of ten or more members built for responsiveness and speed. When a call comes in for a new project, it's routed to the team member best equipped to handle the request. OWN typically works on 150+ projects for O'Reilly's each year, having collaborated on more than 3,000 sites to date.

Water

WATER LINE EXTENSION, MO-ARK WATER COMPANY

Various Locations in Missouri

OWN installed an 84,500 LF water distribution extension line for the MO-ARK Water Company. A preliminary design and preliminary engineering report for this project was completed by a prior engineering firm on a grant and was submitted to MoDNR for approval. OWN continued the water distribution project where the prior engineering firm had left off, reevaluated, revised, and finished the design, and obtained easements. Plans were revised accordingly to finish the design elements and make the project more defined. Engineering services included design, ROW acquisition in cooperation with the district's attorney, bidding services, construction administration, pay estimates, a resident project representative to provide construction oversight, post-construction services, and all other engineering work related to USDA-RD financed project administration.

The estimated project cost was $3.8 million and was financed by USDA, Rural Development, CDBG, and a MoDNR grant.

MO-ARK Water Company selected OWN to be their system wide engineer beginning in May of 2017.

Reference: Mack Lawson, MO-ARK Water Company Board President, (417) 779-0407

WATER DISTRIBUTION SYSTEM

Sparta, MO

The City of Sparta hired OWN to analyze their water needs and to plan for future developments. OWN prepared and submitted a Preliminary Engineering Report on behalf of the City to obtain a grant. The project included a new deep well, pump house, new controls and monitoring, a 300,000-gallon elevated tower, replacement auto-read meters, and substantial distribution replacement and extension improvements. Engineering services included design, planning, bidding services, construction administration, a resident project representative to provide construction oversight, post construction services, and payment estimates.

The total project cost was $4 million and was funded with over $2 million in grants and a MoDNR-SRF loan. OWN assisted the City with applying for, and administering the funds.

Reference: Mayor Nathan Stapp, 417.634.3992

WATER/WASTEWATER ON-GOING ENGINEERING SERVICES, LIBERTY UTILITIES

Liberty Utilities, Joplin, MO

OWN, Inc., is proud to serve Liberty Utilities with a variety of engineering projects. Liberty Utilities provides utilities to more than 782,000 customers across North America. One of our larger projects is to address the client's mounting concerns about the safety, effluent toxicity, air emissions, and the potential of bioterrorism. Liberty Utilities tasked OWN to begin the engineering of converting all of their water treatment facilities to sodium hypochlorite disinfection systems, in addition to other system improvements, including well rehabilitation, distribution, and system upgrades.

The OWN team has also completed work authorizations with Liberty Utilities to provide ongoing engineering and system assessment services for their 24 water systems and five sewer systems throughout Missouri and Illinois.

A project recently completed is the Liberty Utilities Riverfork Ranch Water System. The project included sandblasting and painting the existing 10'x100' water tower and converting it from a standpipe to a large ground storage tank. We added a new booster station and pumphouse to increase the existing system pressure by 25 psi for customers who have had low pressure because the standpipe was not tall enough. The tower has been repainted with a new logo and a new pump house has been built in front of the tower.

Reference: Paul Carlson, Operation Supervisor, 417. 229.8018

Wastewater

WASTEWATER SYSTEM DESIGN AND FUNDING ASSISTANCE

Pierce City, MO

OWN has provided assistance with multiple projects in Pierce City. We provided an engineering study (Facilities Plan) to determine options and recommendations which was then used to pursue funds from MDNR's State Revolving Fund (SRF). OWN provided planning, costs analysis, and funding applications to USDA, CDBG, and MDNR. Wastewater system improvements included a primary lift station, new UV disinfection, clarification improvements, new screening, new flow monitoring and sludge pumping improvements with a project cost of approximately $950,000. A separate I & I Study funded by MDNR's SCEAP program that specifically examined the collection system and the impact of stormwater was also provided with OWN assistance

Reference: Julie Johnson, City Clerk, 417-476-2323

WASTEWATER SYSTEM UPGRADES

Seneca, MO

City of SENECA MISSOURI

City of Seneca was seeing high flows at its treatment facility and increasing problems in the collection system. Overflows from sewer manholes were a threat to the environment and the health of citizens. The City applied for and received a $55,000 Small Community Engineering Assistant Program (SCEAP) grant from the Missouri Department of Natural Resources to help fund a Facility Plan (Report) for the City's wastewater collection system by a Professional Engineer. OWN was selected by the City to prepare the Facility Plan and assist in providing supporting documents. As part of the Report, Closed Circuit TV (CCTV) videos of selected sections of the City's sewer collection system were taken which provided information relating to the types of defects, location of the defects, and recommendations for repairs. Field information is being used as part of the Facility Plan to provide options for improvements, a prioritizing upgrades, and cost estimates. Facility plans are a key part of applications for grants and loans and OWN assisted with funding (grants and low-interest loan applications), planning, design, bidding and construction management.

Reference: City of Seneca, 417.776.2723

WASTEWATER SYSTEM IMPROVEMENTS

Diamond, MO

The City of Diamond's wastewater system was being flooded by stormwater entering sewer pipes and manholes. During heavy rains, manholes would spill raw sewage, and attempting to move and treat the high flows was becoming increasingly difficult. With OWN's assistance, the City of Diamond was awarded a Small Community Engineering Assistance Program (SCEAP) Grant amounting to $55,000. A portion of the grant funds was earmarked for investigating the condition of the most critical portions of the City's sanitary sewer system. With input from City staff, sewer lines with issues were identified and a Closed Circuit TV (CCTV) contractor was selected to inspect the designated lines. The investigation revealed numerous defects, identified the nature of the defects, and pinpointed the locations. Recommendations for the various types of proposed repairs were made, along with corresponding repair cost estimates and prioritized list of needs. By assessing and improving the wastewater system, the City is reduced costs and liability for years to come while better protecting the environment and the health of citizens.

Reference: Brenda Schmitt, Mayor, 417.325.4221

WASTEWATER IMPROVEMENTS

Alba, MO

A Missouri Department of Natural Resources (MoDNR) Facilities Plan was provided followed by the design of wastewater system upgrades, funding and application assistance, bidding assistance, construction management, and observation. Funds for construction included MoDNR SRF loans and grants. New pump stations, influent screening, UV disinfection, aeration, clarification, sludge handling, and other improvements were provided.

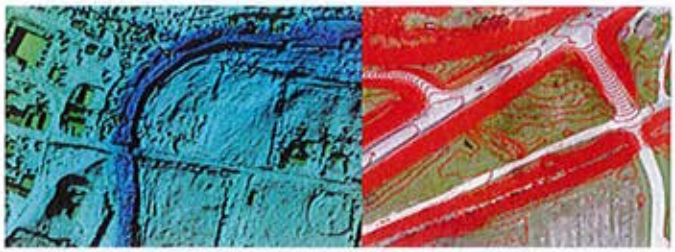
Reference: Brenda Gardner, City Clerk, 417.624.0820

Surveying

ROGERSVILLE US ROUTE 60 FREEWAY DESIGN-BUILD

Rogersville, MO

OWN was hired by the contractor for the Rogersville US 60 Freeway design-build project completed in 2016. OWN took part in many aspects during the project's construction, including construction staking for new interchanges, three new overpasses, roundabouts, new drive lanes and pavement staking.



TOPOGRAPHIC AND AERIAL SURVEY

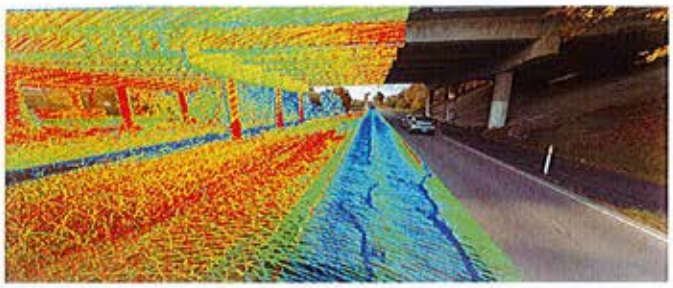
Cassville, MO

The City of Cassville hired OWN to survey and generate cross sections for the east half of Cassville and Flat Creek. The resulting data was used to aid Cassville residents and businesses participating in a vital FEMA flood insurance program.

I-44 PROJECT BRIDGE REBUILD

MoDOT Southwest District

OWN supported MoDOT through a consulting team selected as the MoDOT Owner Representative for the I-44 Project Bridge Rebuild which included 31 bridges. OWN was able to mobilize a fleet of surveyors utilizing five survey parties from different offices to accomplish the task in under six weeks. Due to the competitive nature of the design-build process, the final number of bridges was reduced to 19 for the funds available.



PUBLIC WORKS PAVEMENT AND ASSET DATA COLLECTION

Jefferson City, MO

OWN was hired by the City of Jefferson City to perform pavement management analysis and asset management inventory of their roadway infrastructure. OWN performed a citywide high-accuracy mapping and condition assessment of 234 miles of roadway with the use of a TopCon RD-MA vehicle mounted LiDAR road surface scanner. The data was processed with sufficient accuracy to meet the USACE's required ASTM D6433 data protocol standards and integrated into their GIS web platform to be used by residents and stakeholders. Project deliverables were completed in Fall 2019.

MISSOURI ROUTE 37 & CENTRAL AVENUE ROADWAY IMPROVEMENTS & SIDEWALKS/ADA TRANSITION

Monett, MO

As part of a consultant team with TranSystems, OWN's scope of work is to provide aerial imagery, engineering grade point cloud, topographic survey, boundaries, and utility locates for surface improvements in Monett, MO. This is generated through a combination of traditional survey, truck-mounted LiDAR, and drone photogrammetry.

Geotechnical Engineering

NEW JOPLIN LIBRARY WITH STORM SHELTER
Joplin, MO

As part of the new Joplin Library at the intersection of 20th Street and Connecticut Avenue, OWN worked with the City to perform geotechnical engineering, materials testing, and inspection services for storm shelters. OWN's extensive IBC Special Inspections and local geotechnical experience were critical to the success of the project. We were able to meet the City's tight schedule by utilizing our previous Phase I assessment and proactively communicating IBC Special Inspection information to the contractor, owner, and design professionals, which minimized downtime and setbacks. In addition to IBC inspections, OWN provided soil testing, concrete testing, masonry testing, structural steel inspections, and non-destructive weld testing.

CASSVILLE MIDDLE SCHOOL FLOOD REMEDIATION
Cassville, MO

The Cassville Middle School experienced significant flooding damage after a heavy rainfall event and required immediate repairs in order to open on time for the upcoming school year. OWN was able to find the sources of the flooding and create cost effective, practical solutions. Costs above a certain threshold had to be on budget and on schedule to meet the August school opening. Close inspections kept the contractor on track to ensure that the interests of the Cassville R-IV School District were protected. The District Superintendent appreciated the close contact and the updates provided. The contractor did not meet schedule due to unforeseeable issues. The District was very pleased with OWN's performance. An incidental benefit to the City of Cassville is that almost the entirety of Flat Creek in the City was walked through and useful information obtained which will benefit the City in the future.

The approximate cost of the project exceeded $1,250,000.

O'REILLY FAMILY EVENT CENTER, DRURY UNIVERSITY
Springfield, MO

OWN performed a subsurface investigation and laboratory analysis as part of the geotechnical assessment and foundation design for the O'Reilly Family Event Center. Spread footings and deep foundations were recommended based on different structural loading. Loose fill and limestone karst conditions were encountered during drilling operations. OWN worked with Drury and the Architect to provide repair options for damaged pavement areas. The drilled pier foundations required pier sockets into the bedrock due to limestone karst conditions.

MSU HEITZ HOUSE DORMITORY & PARKING GARAGE
Springfield, MO

Missouri State University hired OWN to perform geotechnical drilling, engineering, and material testing for a five-story freshman dormitory and parking garage. After the subsurface exploration and laboratory analysis was completed, OWN concluded that a deep foundation via drilled piers was necessary to support the proposed structure. Due to karst limestone, OWN engineered the drilled piers to a depth of approximately 15 to 30 feet. OWN used a down hole camera to evaluate the significance of voids in rock cores. In addition, OWN performed rock probes on each column foundation to reduce uncertainty to pier drilling subcontractors and to control change order cost.

Construction Inspection & Materials Testing

ROADWAY WIDENING & STORMWATER IMPROVEMENTS

Carthage, MO

As city engineer for the City of Carthage, OWN was tasked by the City to provide geotechnical pavement design, survey, right-of-way plans, roadway design, and construction services for approximately half a mile of Fairview Avenue from Hazel Street towards Baker Street. The project included stormwater improvements, widened the street from two to three lanes, and provided additional traffic capacity to the industrial district with connectivity to I-49. OWN provided utility coordination and relocation design for water, sewer, electric, communication, and gas.

Reference: Zeb Carney, Public Works Director, 417.237.7010

MISSOURI ROUTE 5/ROUTE O SIDEWALK/ADA & SIGNALIZED INTERSECTION

Laurie, MO

OWN was selected by the City of Laurie to provide survey, right-of-way plans, design plans, and bid documents for a sidewalk/ADA and signal improvements project along MO Route 5 and MO Route O in Morgan County. The project includes an upgraded traffic and pedestrian signal at the intersection. OWN determined with MoDOT that a cost savings could be provided if the project included a signal upgrade that was already planned in the STIP for the Central District. OWN was able to include the additional scope of work without a supplemental agreement.

Reference: Kelly Wilson & Trent Brooks, MoDOT Central District, 573.751.3322

20TH, RANGELINE ROAD: CDBG DISASTER RECOVERY ROADWAY/ADA

Joplin, MO

The City of Joplin hired OWN to administer all CDBG-DR disaster recovery projects in one of four zones in the path of the catastrophic EF5-rated tornado that devastated Joplin. The projects included roadway and intersection realignments, resurfacing and reconstruction of roadways, sidewalks, culverts, and lighting. OWN provided all services in-house including surveys, geotechnical investigations, engineering, and construction services including inspection and material testing on asphalt, base rock, subgrade as well as testing concrete approaches for air, slump and compressive strength.

Reference: Dan Johnson, PE, Assistant Director of Public Works, 417.624.0820

WASTEWATER IMPROVEMENTS

Alba, MO

A Missouri Department of Natural Resources (MoDNR) Facilities Plan was provided followed by the design of wastewater system upgrades, funding and application assistance, bidding assistance, construction management, and observation. Funds for construction included MoDNR SRF loans and grants. New pump stations, influent screening, UV disinfection, aeration, clarification, sludge handling, and other improvements were provided.

Reference: Brenda Gardner, City Clerk, 417.624.0820

Client References

OWN

Engineering beyond.®

Client References

CITY OF CARTHAGE, MO
Zeb Carney
Public Works Director
417.237.7010

CITY OF BATTLEFIELD, MO
Beth West
City Clerk
417.883.5840

CITY OF MONETT, MO
Chris Weiner
City Administrator
417.235.3355

CITY OF BRANSON WEST, MO
Kenneth Smith
City Administrator
417.272.3313

CITY OF MT. VERNON, MO
Max Springer
City Administrator
417.466.2122

CITY OF LATHROP, MO
Bob Burns
City Administrator
816.528.6981

CITY OF JOPLIN, MO
Dan Johnson, PE
Director of Public Works
417.624.0820 ext. 1500

CITY OF WEBB CITY, MO
Carl Francis
City Administrator
417.673.4651

Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: February 17, 2025

SUBJECT: February 25, 2025 Agenda Item
Property tax abatement renewals

At its February 5, 2025, meeting, the EDAC considered annual renewals of existing tax abatements for the following properties:

Company Name	Docket #	Original Exemption Year	Current Year	Exemption Ends in Year
Miller's, Inc.	2016-2286-EDX	2016	2025/10 of 10	2025
Miller's, Inc.	2017-833-EDX	2017	2025/9 of 10	2026
Kendall Packaging Corporation	2018-334-IRBX	2018	2025/8 of 10	2027
Dharma Properties LLC	2018-595-IRBX	2018	2025/8 of 10	2027
Rallison, LP	2020-1262-EDX	2020	2025/6 of 6	2025
E & J Investments, LLC	2021-1343-EDX	2021	2025/5 of 6	2026
Atkinson Industries, LLC	2023-245-EDX	2023	2025/3 of 7	2029

For clarification, Rallison, LP is the parent company of APEX Stages, Dharma Properties, LLC is the parent company of the Pittsburg La Quinta Inn & Suites and E & J Investments, LLC is the parent company of Renu Medical & Spa.

All of the original tax abatements were predicated on capital improvements. At its February 5, 2025, meeting, the Economic Development Advisory Committee recommended renewal of these annual tax abatement renewals.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 25, 2025. Action being requested is approval or denial of the EDAC recommendation to approve the annual tax abatement renewals.

EXEMPT REAL PROPERTY FORM

Supplemental page

If more than one building exists on a parcel identification number (PIN), please report only one building on each copy of the Exempt Real Property Form. The requested information is parcel specific. Make as many copies of this form as is necessary to report your exempt real property.

Firm Name: Miller's, Inc.

Parcel Id. #: 019-209-29-0-40-09-001.00-0

Docket Number: 2016-2286-EDX

Exempt Period: Jan. 1, 2016 - Dec. 31, 2025

Legal Description:
KS Located on parcel ID No. 019-209-29-0-40-09-001.00-0

Is land acquisition associated with this exemption? Yes X No ___

If land acquisition is associated with this exemption, then provide the following information:

What date was the land purchased? ___

What was the purchase price of the land? 707,058

- If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on this parcel of land associated with this docket number: ___

If an improvement(s) is/are associated with this exemption, then provide the following information:

Building name and number (if applicable): ___

Description of the improvement: Press Area Shutterfly Project

Date of completion: October 2015

Total square footage of the improvement: 30,000

Provide the total cost of the improvement attributable to the exemption under this docket number: $3,434,507

- If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on the improvement associated with this docket number: ___

If an in-lieu-of payment agreement is associated with this exemption provide the following information:

Amount of in-lieu-of tax payment for ____ for this parcel: ___
Please attach a copy of the in-lieu-of tax agreement.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature Lori Altom

Date: 1/30/2025

Name & Title Lori Altom, CFO

Phone: 620-235-2274

State Docket No. 2016-2286-EDX

CITY OF PITTSBURG, KANSAS
ANNUAL RENEWAL APPLICATION RIDER

1. I (we) do hereby verify that the building and machinery and/or equipment listed on the APPLICATION FOR TAX EXEMPTION are still in use at the same location.

2. I (we) do hereby verify that the ownership of the company at the time of the APPLICATION FOR TAX EXEMPTION is still under the same ownership.

3. I (we) do hereby verify that all taxes are current.

DATED this 30th day of January 2025.

Miller's Inc.
Company Name

By: Lori Altom

Name: Lori Altom

Title: CFO

2014 Building Improvements

23,005.24	(3) Lennox units
13,099.55	Electrical work for service panel
20,808.19	(2) Lennox units
12,571.57	Customer service remodel
348,760.40	Press storage addition for Shutterly storage
10,250.00	Lennox unit for press storage addition
54,574.56	Press storage addition-additional cost
12,760.00	Press storage addition-additional cost
25,171.93	Fire sprinkler system for press storage addition
521,001.38	2014 Building Improvements

Land purchased in 2014

366,354.09	Land purchased on East Madison (whole block)
18,000.00	Additional cost for land on East Madison
169,956.49	702 E Monroe
554,310.58	2014 Land Purchased

2014 Outside Improvements

22,069.60	Outside area - additional cost
8,232.00	Planter - outside break area
3,950.00	Drip irrigation for planter
5,128.75	Castlewall around trees
3,633.50	Irrigation / new sode
87,839.37	Parking lot on East Madision
130,853.22	2014 Outside Improvements

2015 Building Improvements

974,506.20	Warehouse addition - 2015
138,028.30	Warehouse addition - 2015 additional cost
6564.39	Lennox unit
5,788.36	Lennox unit
271,977.98	2nd floor/mezzanine level (PAP) addition
285,868.82	Fire sprinkler system
50,093.94	2nd floor/mezzanine level (PAP) addition-additional cost
1,733,827.99	2015 Building Improvements

Land purchased in 2015

152,847.77	605, 609 & 615 E Jackson
303,743.48	601, 617 & 619 E Jackson (not the final cost yet)
456,591.25	2015 Land Purchased

2015 Outside Improvements

29,465.79	East parking lot
29,267.00	Sod, trees, irrigation
82,362.92	Storm sewer relocation
196,052.18	South parking lot
3,353.21	Sod / irrigation
1,265.00	(46) holly bushes
341,766.10	2015 Outside Improvements

ANNUAL CLAIM FOR EXEMPTION FROM PROPERTY TAXATION

To Be Filed with the County Appraiser on or before March 1st

See other side for instructions

Name & Address of Taxpayer:

Miller's, Inc.

610 E. Jefferson St.

Pittsburg, KS 66762

County: Crawford

Parcel I.D. No.: 019-209-29-0-40-10-002.00-0 & 019-209-29-0-40-10-001.00-0

Personal Prop No.:

Tax Year: 2025

County Use Only
Description on file ☐ Check ✓ if Yes
If Yes mail copy of form and written statement to PVD

NOTICE

This Annual Claim for Exemption by law must be accompanied by:

(1) **A Written Statement** *See instructions, other side* **and**

(2) **A Description/List of Exempt Property** *See instructions, other side*

1. I (we) Miller's, Inc., do hereby file a claim for property tax exemption for the tax year 2025, on the attached list of property.

2. The basis for the exemption is:

   Board of Tax Appeals Order, Docket No. 2017-833-EDX.

3. The Board Order indicates that the property is exempt pursuant to:

   A. K.S.A. 79-201a *Second* (Industrial Revenue Bond-Funded Property)
   B. Article 11, Section 13 of the Kansas Constitution
   C. K.S.A. 79-221 (Certain Leased Property)
   D. Other KSA 2012 Supp. 79-213 (explain).

4. The period of exemption set forth in the Board's Order is:

   January 1, 2017 through December 31, 2026.

5. If the property is only partially exempt or if a payment in lieu of tax must be made, please attach the agreement and/or uniform policy setting forth the terms.

6. Are you filing a claim for any property acquired *after* the Board of Tax Appeals issued the order exempting disclosed in number 2 above? No. If yes, please explain why you believe this property is exempt.

7. Has the *ownership* of the property for which you are filing a claim for exemption changed in the past year? No. If yes, attach a full explanation.

8. Has the *use* of the property for which you are filing a claim for exemption changed in since the Board determined that it was exempt? No. If yes, attach a full explanation.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature Lori Altom

Date: 1/30/2025

Name & Title Lori Altom, CFO

Phone: 620-235-2274

PV-AD-1
(Rev. 6/2014)

EXEMPT REAL PROPERTY FORM

Supplemental page

If more than one building exists on a parcel identification number (PIN), please report only one building on each copy of the Exempt Real Property Form. The requested information is parcel specific. Make as many copies of this form as is necessary to report your exempt real property.

Firm Name: Miller's, Inc.

Parcel Id. #: 019-209-29-0-40-10-002.00-0 & 019-209-29-0-40-10-001.00-0

Docket Number: 2017-833-EDX

Exempt Period: Jan. 1, 2017 - Dec. 31, 2026

Legal Description:
KS Located on parcel ID No. 019-209-29-0-40-10-002.00-0 & 019-209-29-0-40-10-001.00-0

Is land acquisition associated with this exemption? Yes X No ____

If land acquisition is associated with this exemption, then provide the following information:

What date was the land purchased? _____

What was the purchase price of the land? 360,000

- If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on this parcel of land associated with this docket number: _____

If an improvement(s) is/are associated with this exemption, then provide the following information:

Building name and number (if applicable): _____

Description of the improvement: Shutterfly Expansion Project

Date of completion: October 2017

Total square footage of the improvement: 30,000

Provide the total cost of the improvement attributable to the exemption under this docket number: $5,357,707.43

- If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on the improvement associated with this docket number: _____

If an in-lieu-of payment agreement is associated with this exemption provide the following information:

Amount of in-lieu-of tax payment for ____ for this parcel: _____
Please attach a copy of the in-lieu-of tax agreement.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature Lori Altom

Date: 1/30/2025

Name & Title Lori Altom, CFO

Phone: 620-235-2274

State Docket No. 2017-833-EDX

CITY OF PITTSBURG, KANSAS
ANNUAL RENEWAL APPLICATION RIDER

1. I (we) do hereby verify that the building and machinery and/or equipment listed on the APPLICATION FOR TAX EXEMPTION are still in use at the same location.

2. I (we) do hereby verify that the ownership of the company at the time of the APPLICATION FOR TAX EXEMPTION is still under the same ownership.

3. I (we) do hereby verify that all taxes are current.

DATED this 30th day of January 2025.

Miller's Inc.
Company Name

By: Lori Altom

Name: Lori Altom

Title: CFO

EXEMPT REAL ESTATE FORM

2017 BUILDING IMPROVEMENTS

6,788.36	(1)Lennox package unit for PAP
355,891.00	(13) Rooftop units for PAS building
33,978.57	(4) Lennox package units for CS area
11,780.00	13 thermostats for PAS area
1,660.00	22x90 sink for chemical washroom
392,130.00	Access floor for PAS area
23,632.55	Additional cost for East dock remodel
148,396.81	Additional cost for Press Addition South area
21,330.00	Additl cost for 13 Lennox rooftop units
207,215.91	Additl cost for PAS area (misc vendors)
52,738.11	Central vacuum system for PAS area
44,042.06	East dock remodel
95,731.50	Fire sprinkler system for PAS building
94,000.00	Humidification system for PAS area
4,910.78	Mitsubishi mini split system for East dock area
7,844.00	Power modules for PAS building
2,749,308.55	Press Addition South building cost
291,470.87	Roof for PAS building
9,203.66	Sprinkler System for PAS area
24,015.15	Vinyl floor, bases for PAS
21,977.90	(114) Additional Juniper trees on East Jackson properties
19,790.50	(125) Juniper trees on E Jackson South lot
1,265.00	(46) holly bushes
9,470.00	(47)Juniper trees on E Jackson South lot
4,397.50	Additional Juniper trees on East Jackson properties
10,317.04	Boxwood bushes, etc for drainage area
4,825.80	Irrigation equipment for new PAS outside area
11,225.00	Irrigation system, sod for New PAS area
21,726.75	Jackson Street dirtwork
29,267.00	Sod, Trees, Irrigation for new area
3,353.21	Sod/irrigation for new area
196,052.18	South parking lot
5,608.75	South parking lot sod, dirtwork for drainage area
82,362.92	Storm sewer relocation

$ 4,997,707.43

LAND

$ 360,000.00

TOTAL

$ 5,357,707.43

ANNUAL CLAIM FOR EXEMPTION FROM PROPERTY TAXATION

To Be Filed with the County Appraiser on or before March 1st

See other side for instructions

Name & Address of Taxpayer:

Kendall Packaging Corporation
1901 E. 27th St. Terrace
Pittsburg, KS 66762-2766

County: Crawford

Parcel I.D. No.: 019-205-16-0-10-03-003-00-0

Personal Prop No.: N/A

Tax Year: 2024

County Use Only
Description on file ☐ Check ✓ if Yes
If Yes mail copy of form and written statement to PVD

NOTICE

This Annual Claim for Exemption by law must be accompanied by:

(1) **A Written Statement** *See instructions, other side* **and**

(2) **A Description/List of Exempt Property** *See instructions, other side*

1. I (we) Kendall Packaging Corporation, do hereby file a claim for property tax exemption for the tax year 2025, on the attached list of property.

2. The basis for the exemption is:

   Board of Tax Appeals Order, Docket No. 2018-334-IRBX.

3. The Board Order indicates that the property is exempt pursuant to:

   A. K.S.A. 79-201a *Second* (Industrial Revenue Bond-Funded Property)
   B. Article 11, Section 13 of the Kansas Constitution
   C. K.S.A. 79-221 (Certain Leased Property)
   D. Other _____ (explain).

4. The period of exemption set forth in the Board's Order is:

   January 1, 2018 through December 31, 2027.

5. If the property is only partially exempt or if a payment in lieu of tax must be made, please attach the agreement and/or uniform policy setting forth the terms.

6. Are you filing a claim for any property acquired *after* the Board of Tax Appeals issued the order exempting disclosed in number 2 above? No. If yes, please explain why you believe this property is exempt.

7. Has the *ownership* of the property for which you are filing a claim for exemption changed in the past year? No. If yes, attach a full explanation.

8. Has the *use* of the property for which you are filing a claim for exemption changed in since the Board determined that it was exempt? No. If yes, attach a full explanation.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature _____ Date: January 6, 2025

Name & Title David T. Roche, CFO Phone: 262.404.1207

PV-AD-1
(Rev. 6/2014)

Instructions

1. Who must file an Annual Claim for Exemption?

K.S.A. 79-210 requires owners of *property that is exempt for a specified period of years* to file an annual claim for exemption, *except* for property exempted under:

(1) K.S.A. 79-201g (dam and reservoir land) or
(2) K.S.A. 79-201d Second (farm storage and drying equipment).

Owners of property exempted for economic development purposes pursuant to Article 11, Section 13 of the Kansas Constitution, or property exempted by virtue of being funded with industrial revenue bonds pursuant to K.S.A. 79-201a *Second* must file an annual claim for exemption.

2. When must the Annual Claim for Exemption be filed?

The annual claim for exemption must be filed with the county appraiser on or before March 1st. The failure to file the annual claim for exemption may be just cause for the county appraiser to be in doubt as to whether the property continues to meet the terms and conditions of exemption. When in doubt, the county appraiser must construe in favor of taxation. (*See* Directive No. 92-025).

3. What items must accompany an Annual Claim for Exemption?

A written statement from the clerk of the city or county originally approving the exemption, and a description/list of the exempt property.

4. What is a "Written Statement?"

K.S.A. 79-210 requires the annual claim for exemption to include a written statement signed by the clerk of the city or county approving the exemption. The written statement from the city or county clerk must indicate whether the property sought to be exempt continues to meet all the terms and conditions of exemption.

Each year, the applicant should obtain a written statement from the appropriate city or clerk indicating whether the terms and conditions of exemption continue to be satisfied. The written statement should be submitted to the county appraiser along with the annual claim for exemption.

The terms and conditions of exemption should also be submitted to the county appraiser. It is acceptable to just submit the terms and conditions to the county appraiser once during the period of exemption, not every year, unless the terms and conditions are revised. When revisions occur, they should be submitted to the county appraiser by the following March 1st, along with the annual claim for exemption.

5. What constitutes a "Description/List of Exempt Property?"

The description/list of exempt property that is submitted with the annual claim should be the description and/or list of property that was issued with the Board of Tax Appeals Order. If the description of the item(s) listed by the Board is vague, the applicant must provide further information. The description/list of exempt property should include (complete the exempt real property form):

1. The legal description of any land exempted and the date it was acquired;

2. A brief description of any improvements (i.e., buildings) and the date they were completed;

3. A list of all exempt personal property setting forth for each item:
   a. A brief description
   b. The date of purchase
   c. Whether the item was purchased new or used
   d. The age at the date of purchase
   e. The purchase price (exclude sales tax or freight & installation that are charged separately)

Note: only the property specifically exempted by the Board of Tax Appeals qualifies for exemption. Property purchased subsequent to the Board's order and not addressed therein is not exempt.

EXEMPT REAL PROPERTY FORM

Supplemental page

If more than one building exists on a parcel identification number (PIN), please report only one building on each copy of the Exempt Real Property Form. The requested information is parcel specific. Make as many copies of this form as is necessary to report your exempt real property.

Firm Name: Kendall Packaging Corporation Parcel Id. #: 019-205-16-0-10-03-003.00-0

Docket Number: 2018-334-IRBX Exempt Period: 1/1/2018 - 12/31/2027

Legal Description:

SW 1/4, NE 1/4, Section 16, Township 305, Range 25E, Crawford County

Is land acquisition associated with this exemption? Yes ___ No X

If land acquisition is associated with this exemption, then provide the following information:

What date was the land purchased? _____

What was the purchase price of the land? _____

- If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on this parcel of land associated with this docket number: _____

If an improvement(s) is/are associated with this exemption, then provide the following information:

Building name and number (if applicable): 1901 E. 27th St. Terrace, Pittsburg, KS

Description of the improvement: Addition of 60,150 sq. ft. of new manufacturing, warehouse, and office space to existing 35,000 sq. ft. facility

Date of completion: 11/5/2017

Total square footage of the improvement: 60,150 sq. ft.

Provide the total cost of the improvement attributable to the exemption under this docket number: $3,445,892

- If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on the improvement associated with this docket number: $3,000,000

If an in-lieu-of payment agreement is associated with this exemption provide the following information:

Amount of in-lieu-of tax payment for ____ for this parcel: _____
Please attach a copy of the in-lieu-of tax agreement.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature [signature] Date: 1/6/2025

Name & Title David T. Roche, CFO Phone: 262.404.1207

ANNUAL CLAIM FOR EXEMPTION FROM PROPERTY TAXATION

To Be Filed with the County Appraiser on or before March 1st

See other side for instructions

Name & Address of Taxpayer:

Dharma Properties LLC

2410 S Broadway St

Pittsburg, KS 66762

County: Crawford

Parcel I.D. No.:

Personal Prop No.: 019-209-31-0-40-08-00

Tax Year: 2025

County Use Only
Description on file ☐ Check ✓ if Yes
If Yes mail copy of form and written statement to PVD

NOTICE

This Annual Claim for Exemption by law must be accompanied by:

(1) **A Written Statement** *See instructions, other side* **and**

(2) **A Description/List of Exempt Property** *See instructions, other side*

1. I (we) Dharma Properties LLC, do hereby file a claim for property tax exemption for the tax year 2025, on the attached list of property.

2. The basis for the exemption is:

Board of Tax Appeals Order, Docket No. 2018-595-IRBX.

3. The Board Order indicates that the property is exempt pursuant to:

A. K.S.A. 79-201a *Second* (Industrial Revenue Bond-Funded Property)
B. Article 11, Section 13 of the Kansas Constitution
C. K.S.A. 79-221 (Certain Leased Property)
D. Other _____ (explain).

4. The period of exemption set forth in the Board's Order is: Jan 1, 2018 through Dec 21, 27.

5. If the property is only partially exempt or if a payment in lieu of tax must be made, please attach the agreement and/or uniform policy setting forth the terms. NO

6. Are you filing a claim for any property acquired *after* the Board of Tax Appeals issued the order exempting disclosed in number 2 above? NO. If yes, please explain why you believe this property is exempt.

7. Has the *ownership* of the property for which you are filing a claim for exemption changed in the past year? NO. If yes, attach a full explanation.

8. Has the *use* of the property for which you are filing a claim for exemption changed in since the Board determined that it was exempt? NO. If yes, attach a full explanation.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature: Bhakta Date: 1/22/25

Name & Title: Manisha Bhakta, Owner Phone: 620 704 7085

PV-AD-1
(Rev. 6/2014)

EXEMPT REAL PROPERTY FORM

Supplemental page

If more than one building exists on a parcel identification number (PIN), please report only one building on each copy of the Exempt Real Property Form. The requested information is parcel specific. Make as many copies of this form as is necessary to report your exempt real property.

Firm Name: _Dharma Properties LLC_____ Parcel Id. #: __019-209-31-0-40-08-008.00.0_____

Docket Number: __2018-595-IRBX_____ Exempt Period: _____2025_____

Legal Description:

_____

_____

Is land acquisition associated with this exemption? Yes ___No __no__

If land acquisition is associated with this exemption, then provide the following information:

What date was the land purchased? _____

What was the purchase price of the land? _____

- If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on this parcel of land associated with this docket number: __2018-595-IRBX_____

If an improvement(s) is/are associated with this exemption, then provide the following information:

Building name and number (if applicable): __LaQuinta Inn & Suites_____

Description of the improvement: ____77 Rooms_____

_____

Date of completion: _____1/1/2018_____

Total square footage of the improvement: _____47000SQ_____

Provide the total cost of the improvement attributable to the exemption under this docket number:_____$7553,357_____

- If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on the improvement associated with this docket number: __2018-595-IRBX_____

If an in-lieu-of payment agreement is associated with this exemption provide the following information:

Amount of in-lieu-of tax payment for _____ for this parcel: _____ Please attach a copy of the in-lieu-of tax agreement.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature _____ Date: ___1/22/25_____

Name & Title Manisha Bhakta, Owner_____ Phone: __620 704 7085_____

ANNUAL CLAIM FOR EXEMPTION FROM PROPERTY TAXATION

To Be Filed with the County Appraiser on or before March 1st

See other side for instructions

Name & Address of Taxpayer:

RAllison, LP (Progressive Products, Inc.)

3305 Airport Circle

Pittsburg, KS 66762

County: Crawford

Parcel I.D. No.: _____

Personal Prop No.: _____

Tax Year: 2025

County Use Only
Description on file ☐ Check ✓ if Yes
If Yes mail copy of form and written statement to PVD

NOTICE

This Annual Claim for Exemption by law must be accompanied by:

(1) **A Written Statement** *See instructions, other side* **and**

(2) **A Description/List of Exempt Property** *See instructions, other side*

1. I (we) Progressive Products, Inc., do hereby file a claim for property tax exemption for the tax year 2025, on the attached list of property.

2. The basis for the exemption is:
   Board of Tax Appeals Order, Docket No. 2020-1262-EDX.

3. The Board Order indicates that the property is exempt pursuant to:
   A. K.S.A. 79-201a *Second* (Industrial Revenue Bond-Funded Property)
   B. Article 11, Section 13 of the Kansas Constitution
   C. K.S.A. 79-221 (Certain Leased Property)
   D. Other _____ (explain).

4. The period of exemption set forth in the Board's Order is:
   2020 through 2025.

5. If the property is only partially exempt or if a payment in lieu of tax must be made, please attach the agreement and/or uniform policy setting forth the terms.

6. Are you filing a claim for any property acquired *after* the Board of Tax Appeals issued the order exempting disclosed in number 2 above? No. If yes, please explain why you believe this property is exempt.

7. Has the *ownership* of the property for which you are filing a claim for exemption changed in the past year? No. If yes, attach a full explanation.

8. Has the *use* of the property for which you are filing a claim for exemption changed in since the Board determined that it was exempt? No. If yes, attach a full explanation.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature Todd A Allison Date: 01-24-25

Name & Title Todd Allison, CEO Phone: 620-235-1712

PV-AD-1
(Rev. 6/2014)

Instructions

1. Who must file an Annual Claim for Exemption?

K.S.A. 79-210 requires owners of *property that is exempt for a specified period of years* to file an annual claim for exemption, *except* for property exempted under:

(1) K.S.A. 79-201g (dam and reservoir land) or
(2) K.S.A. 79-201d Second (farm storage and drying equipment).

Owners of property exempted for economic development purposes pursuant to Article 11, Section 13 of the Kansas Constitution, or property exempted by virtue of being funded with industrial revenue bonds pursuant to K.S.A. 79-201a *Second* must file an annual claim for exemption.

2. When must the Annual Claim for Exemption be filed?

The annual claim for exemption must be filed with the county appraiser on or before March 1st. The failure to file the annual claim for exemption may be just cause for the county appraiser to be in doubt as to whether the property continues to meet the terms and conditions of exemption. When in doubt, the county appraiser must construe in favor of taxation. (*See* Directive No. 92-025).

3. What items must accompany an Annual Claim for Exemption?

A written statement from the clerk of the city or county originally approving the exemption, and a description/list of the exempt property.

4. What is a "Written Statement?"

K.S.A. 79-210 requires the annual claim for exemption to include a written statement signed by the clerk of the city or county approving the exemption. The written statement from the city or county clerk must indicate whether the property sought to be exempt continues to meet all the terms and conditions of exemption.

Each year, the applicant should obtain a written statement from the appropriate city or clerk indicating whether the terms and conditions of exemption continue to be satisfied. The written statement should be submitted to the county appraiser along with the annual claim for exemption.

The terms and conditions of exemption should also be submitted to the county appraiser. It is acceptable to just submit the terms and conditions to the county appraiser once during the period of exemption, not every year, unless the terms and conditions are revised. When revisions occur, they should be submitted to the county appraiser by the following March 1st, along with the annual claim for exemption.

5. What constitutes a "Description/List of Exempt Property?"

The description/list of exempt property that is submitted with the annual claim should be the description and/or list of property that was issued with the Board of Tax Appeals Order. If the description of the item(s) listed by the Board is vague, the applicant must provide further information. The description/list of exempt property should include (complete the exempt real property form):

1. The legal description of any land exempted and the date it was acquired;

2. A brief description of any improvements (i.e., buildings) and the date they were completed;

3. A list of all exempt personal property setting forth for each item:
   a. A brief description
   b. The date of purchase
   c. Whether the item was purchased new or used
   d. The age at the date of purchase
   e. The purchase price (exclude sales tax or freight & installation that are charged separately)

Note: only the property specifically exempted by the Board of Tax Appeals qualifies for exemption. Property purchased subsequent to the Board's order and not addressed therein is not exempt.

EXEMPT REAL PROPERTY FORM

Supplemental page

If more than one building exists on a parcel identification number (PIN), please report only one building on each copy of the Exempt Real Property Form. The requested information is parcel specific. Make as many copies of this form as is necessary to report your exempt real property.

Firm Name: Progressive Products, Inc. Parcel Id. #: _____

Docket Number: 2020-1262-EDX Exempt Period: 2020-2025

Legal Description:

Building and property located at 3530 N. Lonestar Road, Pittsburg, KS 66762

Is land acquisition associated with this exemption? Yes X No ____

If land acquisition is associated with this exemption, then provide the following information:

What date was the land purchased? 08/30/2017

What was the purchase price of the land? $50,000

- If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on this parcel of land associated with this docket number: _____

If an improvement(s) is/are associated with this exemption, then provide the following information:

Building name and number (if applicable): _____

Description of the improvement: _____

Date of completion: 04/30/2019

Total square footage of the improvement: $31,500 sft building and driveway access to road

Provide the total cost of the improvement attributable to the exemption under this docket number: $1,657,850

- If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on the improvement associated with this docket number: _____

If an in-lieu-of payment agreement is associated with this exemption provide the following information:

Amount of in-lieu-of tax payment for _____ for this parcel: _____
Please attach a copy of the in-lieu-of tax agreement.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature Todd A Allison Date: 01/24/2025

Name & Title Todd Allison, President Phone: 620-235-1712

ANNUAL CLAIM FOR EXEMPTION FROM PROPERTY TAXATION

To Be Filed with the County Appraiser on or before March 1st

See other side for instructions

Name & Address of Taxpayer: (E+J Investments)
Jacqueline Yautsos
970 S. 240th St
Pittsburg KS 66762

County: Crawford

Parcel I.D. No.: _____

Personal Prop No.: _____

Tax Year: 2025

County Use Only
Description on file ☐ Check ✓ if Yes
If Yes mail copy of form and written statement to PVD

NOTICE

This Annual Claim for Exemption by law must be accompanied by:

(1) **A Written Statement** *See instructions, other side* **and**

(2) **A Description/List of Exempt Property** *See instructions, other side*

1. I (we) Jacqueline Yautsos, do hereby file a claim for property tax exemption for the tax year 2025, on the attached list of property.

2. The basis for the exemption is:
   Board of Tax Appeals Order, Docket No. 2021-1343-EDX.

3. The Board Order indicates that the property is exempt pursuant to:
   A. K.S.A. 79-201a *Second* (Industrial Revenue Bond-Funded Property)
   B. Article 11, Section 13 of the Kansas Constitution
   C. K.S.A. 79-221 (Certain Leased Property)
   D. Other KSA 79-213 (explain).

4. The period of exemption set forth in the Board's Order is:
   Jan 1, 2021 through Dec 31, 2030.

5. If the property is only partially exempt or if a payment in lieu of tax must be made, please attach the agreement and/or uniform policy setting forth the terms.

6. Are you filing a claim for any property acquired *after* the Board of Tax Appeals issued the order exempting disclosed in number 2 above? NO. If yes, please explain why you believe this property is exempt.

7. Has the *ownership* of the property for which you are filing a claim for exemption changed in the past year? NO. If yes, attach a full explanation.

8. Has the *use* of the property for which you are filing a claim for exemption changed in since the Board determined that it was exempt? NO. If yes, attach a full explanation.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature _____ Date: 1/13/25

Name & Title Jacqueline Yautsos - MD (owner) Phone: 715-212-3158

PV-AD-1
(Rev. 6/2014)

EXEMPT REAL PROPERTY FORM

Supplemental page

If more than one building exists on a parcel identification number (PIN), please report only one building on each copy of the Exempt Real Property Form. The requested information is parcel specific. Make as many copies of this form as is necessary to report your exempt real property.

Firm Name: ReNu Medical + Spa Parcel Id. #: _____

Docket Number: 2021-1343-EDX Exempt Period: _____

Legal Description:

Medical office building - NO changes

Is land acquisition associated with this exemption? Yes ___ No X

If land acquisition is associated with this exemption, then provide the following information:

What date was the land purchased? _____

What was the purchase price of the land? _____

- If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on this parcel of land associated with this docket number: _____

If an improvement(s) is/are associated with this exemption, then provide the following information:

Building name and number (if applicable): _____

Description of the improvement: _____

Date of completion: _____

Total square footage of the improvement: _____

Provide the total cost of the improvement attributable to the exemption under this docket number: _____

- If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on the improvement associated with this docket number: _____

If an in-lieu-of payment agreement is associated with this exemption provide the following information:

Amount of in-lieu-of tax payment for ____ for this parcel: _____
Please attach a copy of the in-lieu-of tax agreement.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature _____ Date: 1/13/25

Name & Title Jacqueline Yackson Phone: 715-212-3158

Instructions

1. Who must file an Annual Claim for Exemption?

K.S.A. 79-210 requires owners of *property that is exempt for a specified period of years* to file an annual claim for exemption, *except* for property exempted under:

(1) K.S.A. 79-201g (dam and reservoir land) or
(2) K.S.A. 79-201d Second (farm storage and drying equipment).

Owners of property exempted for economic development purposes pursuant to Article 11, Section 13 of the Kansas Constitution, or property exempted by virtue of being funded with industrial revenue bonds pursuant to K.S.A. 79-201a *Second* must file an annual claim for exemption.

2. When must the Annual Claim for Exemption be filed?

The annual claim for exemption must be filed with the county appraiser on or before March 1st. The failure to file the annual claim for exemption may be just cause for the county appraiser to be in doubt as to whether the property continues to meet the terms and conditions of exemption. When in doubt, the county appraiser must construe in favor of taxation. (*See* Directive No. 92-025).

3. What items must accompany an Annual Claim for Exemption?

A written statement from the clerk of the city or county originally approving the exemption, and a description/list of the exempt property.

4. What is a "Written Statement?"

K.S.A. 79-210 requires the annual claim for exemption to include a written statement signed by the clerk of the city or county approving the exemption. The written statement from the city or county clerk must indicate whether the property sought to be exempt continues to meet all the terms and conditions of exemption.

Each year, the applicant should obtain a written statement from the appropriate city or clerk indicating whether the terms and conditions of exemption continue to be satisfied. The written statement should be submitted to the county appraiser along with the annual claim for exemption.

The terms and conditions of exemption should also be submitted to the county appraiser. It is acceptable to just submit the terms and conditions to the county appraiser once during the period of exemption, not every year, unless the terms and conditions are revised. When revisions occur, they should be submitted to the county appraiser by the following March 1st, along with the annual claim for exemption.

5. What constitutes a "Description/List of Exempt Property?"

The description/list of exempt property that is submitted with the annual claim should be the description and/or list of property that was issued with the Board of Tax Appeals Order. If the description of the item(s) listed by the Board is vague, the applicant must provide further information. The description/list of exempt property should include (complete the exempt real property form):

1. The legal description of any land exempted and the date it was acquired;

2. A brief description of any improvements (i.e., buildings) and the date they were completed;

3. A list of all exempt personal property setting forth for each item:
   a. A brief description
   b. The date of purchase
   c. Whether the item was purchased new or used
   d. The age at the date of purchase
   e. The purchase price (exclude sales tax or freight & installation that are charged separately)

Note: only the property specifically exempted by the Board of Tax Appeals qualifies for exemption. Property purchased subsequent to the Board's order and not addressed therein is not exempt.

ANNUAL CLAIM FOR EXEMPTION FROM PROPERTY TAXATION

To Be Filed with the County Appraiser on or before March 1st

See other side for instructions

Name & Address of Taxpayer:

Atkinson Industries LLC

c/o: AIS Holding Company LLC

560 Horizon Drive, Ste 100

Suwanee, GA 30024

County: CRAWFORD

Parcel I.D. No.: 019-205-16-0-10-03-002.01-0

Personal Prop No.: ATKI00010-4953

Tax Year: **2025**

County Use Only

Description on file ☐ Check ✓ if Yes

If Yes mail copy of form and written statement to PVD

NOTICE

This Annual Claim for Exemption by law must be accompanied by:

(1) **A Written Statement** *See instructions, other side* **and**

(2) **A Description/List of Exempt Property** *See instructions, other side*

1. I (we) Atkinson Industries LLC, do hereby file a claim for property tax exemption for the tax year **2025** on the attached list of property.

2. The basis for the exemption is:

   Board of Tax Appeals Order, Docket No. 2023-245-EDX.

3. The Board Order indicates that the property is exempt pursuant to:

   A. K.S.A. 79-201a *Second* (Industrial Revenue Bond-Funded Property)
   X B. Article 11, Section 13 of the Kansas Constitution
   C. K.S.A. 79-221 (Certain Leased Property)

   D. Other _____ (explain).

4. The period of exemption set forth in the Board's Order is:

   January 1, 2023 through December 31, 2029.

5. If the property is only partially exempt or if a payment in lieu of tax must be made, please attach the agreement and/or uniform policy setting forth the terms. **See attached City Ordinance #S-1090**

6. Are you filing a claim for any property acquired *after* the Board of Tax Appeals issued the order exempting disclosed in number 2 above? NO. If yes, please explain why you believe this property is exempt.

7. Has the *ownership* of the property for which you are filing a claim for exemption changed in the past year? YES. If yes, attach a full explanation. **SEE ATTACHED**

8. Has the *use* of the property for which you are filing a claim for exemption changed in since the Board determined that it was exempt? NO. If yes, attach a full explanation.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature [signature] Date: 1·15·25

Name & Title Zach Harris-Group Controller Phone: 620-670-2110

PV-AD-1
(Rev. 6/2014)

EXEMPT REAL PROPERTY FORM

Supplemental page

If more than one building exists on a parcel identification number (PIN), please report only one building on each copy of the Exempt Real Property Form. The requested information is parcel specific. Make as many copies of this form as is necessary to report your exempt real property.

Firm Name: Atkinson Industries LLC

Parcel Id. #: 019-205-16-0-10-03-002.01-0

Docket Number: 2023-245-EDX

Exempt Period: Jan 1, 2023-Dec 31, 2029

Legal Description:
Real Estate & Improvements at 1801 E. 27th Terrace, Pittsburg, KS (also known as Parcel ID# 019-205-16-0-10-03-002.01-0)

Is land acquisition associated with this exemption? Yes ___ No X

If land acquisition is associated with this exemption, then provide the following information:

What date was the land purchased? _____

What was the purchase price of the land? _____

- If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on this parcel of land associated with this docket number: _____

If an improvement(s) is/are associated with this exemption, then provide the following information:

Building name and number (if applicable): N/A

Description of the improvement: 58,000 sq. ft of concrete to support 12 electrical testing stations to facilitate manufacturing of steel metal enclosures

Date of completion: 07/15/2022

Total square footage of the improvement: 58,000

Provide the total cost of the improvement attributable to the exemption under this docket number: $1,650,000

- If this is an Industrial Revenue Bond (IRBX) exemption, provide the amount of bond funds spent on the improvement associated with this docket number: _____

If an in-lieu-of payment agreement is associated with this exemption provide the following information:

Amount of in-lieu-of tax payment for ____ for this parcel: _____
Please attach a copy of the in-lieu-of tax agreement.

I do hereby assert that the information furnished by me herein and in the attached schedules is true, accurate, and complete.

Applicant's Signature Zach Harris Date: 1·15·25

Name & Title Zach Harris-Group Controller Phone: 620-670-2110

Attachment to the 2025 Annual Exemption Renewal Form

Question 7:

In September 2022, AZZ, Inc., the prior owner of Atkinson Industries LLC, divested 60% of its interest in Atkinson Industries and other manufacturing plants to Fernweh Group LLC.

The new owner is Avail Infrastructure Solutions (AIS), and the Legal Entity responsible for the Pittsburg, KS plant of Atkinson Industries is AIS Holding Company LLC.

(Published in The Morning Sun on November 15, 2022)

ORDINANCE NO. S-1090

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

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

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

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

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

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

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

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

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

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

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

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

in the official city newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, THIS 8th DAY OF NOVEMBER, 2022.

Cheryl L. Brooks Mayor

Cheryl Brooks - Mayor

ATTEST:

Tammy Nagel

City Clerk - Tammy Nagel

(SEAL)

AFFIDAVIT OF PUBLICATION

STATE OF KANSAS, COUNTY OF CRAWFORD, SS:

Kelly Mitchell, of lawful age, being first duly sworn, deposeth and saith, he/she is Legal Representative of the Pittsburg Morning Sun.

A daily newspaper published in the City of Pittsburg, Crawford County, Kansas, and not a trade, religious, or fraternal publication, and which newspaper has been entered as second-class mail matter in the United States Post Office, Pittsburg, Kansas. The Pittsburg Morning Sun has been continuously and uninterruptedly published daily for more than fifty weeks a year and has been so published for more than one year prior to the first publication of the notice hereinafter mentioned. A copy of that notice, is hereto attached, and was published in the regular and entire edition, November 15, 2022 issue of said Pittsburg Morning Sun. Affiant further says that he has personal knowledge of the statements above set forth, and that they are true.

Kelly Mitchell

November 18, 2022

Alyssa Heinssen

Notary Public

My Commission Expires:

Printer's Fee:

ALYSSA HEINSSEN
Notary Public, State of Kansas
My Appointment Expires
8-11-2026

(Published In The Morning Sun on November 15, 2022)

ORDINANCE NO. S-1090

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

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

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

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

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

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

Section 2: For good and sufficient reasons, including the findings that it is in the best interests of the public welfare, that the property for which the exemption is granted will be used exclusively for the purposes specified

in Section 13 of Article 11 of the Kansas Constitution, and that the recommendation of the Economic Development Revolving Loan Fund (Sales Tax) Advisory Committee should be accepted, Atkinson Industries, Inc., is hereby granted an ad valorem tax exemption starting with the 2023 tax year on said real estate, personal property and improvements for a period of up to seven (7) years subject to the following criteria and conditions:

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

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

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

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

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

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, THIS 8th DAY OF NOVEMBER, 2022.

_____

Cheryl Brooks - Mayor

ATTEST:

_____

City Clerk - Tammy Nagel

(SEAL)

VENDOR SET: 99 City of Pittsburg, KS
BANK: * ALL BANKS
DATE RANGE: 2/04/2025 THRU 2/18/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	2/11/2025			196928		
C-CHECK	VOID CHECK	V	2/11/2025			196929		
C-CHECK	VOID CHECK	V	2/11/2025			196930		
C-CHECK	VOID CHECK	V	2/13/2025			196938		
C-CHECK	VOID CHECK	V	2/13/2025			196940		
C-CHECK	VOID CHECK	V	2/13/2025			196941		
C-CHECK	VOID CHECK	V	2/13/2025			196942		
C-CHECK	VOID CHECK	V	2/13/2025			196943		
C-CHECK	VOID CHECK	V	2/13/2025			196944		
C-CHECK	VOID CHECK	V	2/13/2025			196946		
C-CHECK	VOID CHECK	V	2/13/2025			196947		
C-CHECK	VOID CHECK	V	2/14/2025			196972		

* * 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	0.00	

TOTAL ERRORS: 0

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

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 2/04/2025 THRU 2/18/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6524	ELLIOTT EQUIPMENT COMPANY	E	2/07/2025			024911		47,482.34
7994	ASBELL TRUCKING INC	E	2/07/2025			024912		16,440.82
8211	UMB BANK N.A.	E	2/07/2025			024913		9,786.79
8236	NORTHGATE ASSOCIATES LLC	E	2/07/2025			024914		8,556.69
8400	TK ELEVATOR CORPORATION	E	2/07/2025			024915		3,070.20
8528	SARANN AUTO LEASING, INC.	E	2/07/2025			024916		2,220.00
8775	PITTSBURG INVESTORS, LLC	E	2/07/2025			024917		16,555.54
8782	ED MILLER AUTO SUPPLY	E	2/07/2025			024918		1,697.67
9008	SERRMI PRODUCTS LLC	E	2/07/2025			024919		17,592.00
9013	TIMOTHY D. STEBBINS	E	2/07/2025			024920		1,000.00
9019	SESAC RIGHTS MANAGEMENT INC	E	2/07/2025			024921		610.00
9021	PALMERTON & PARRISH, INC	E	2/07/2025			024922		6,000.00
0044	CRESTWOOD COUNTRY CLUB	E	2/07/2025			024923		329.00
0055	JOHN'S SPORT CENTER, INC.	E	2/07/2025			024924		2,110.46
0101	BUG-A-WAY INC	E	2/07/2025			024925		120.00
0194	KANSAS STATE TREASURER	E	2/07/2025			024926		4,098.00
0292	UNIFIRST CORPORATION	E	2/07/2025			024927		54.89
0294	COPY PRODUCTS, INC.	E	2/07/2025			024928		943.46
0317	KUNSHEK CHAT & COAL CO, INC.	E	2/07/2025			024929		1,382.43
0328	KANSAS ONE-CALL SYSTEM, INC	E	2/07/2025			024930		273.98
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	2/07/2025			024931		5,100.00
0372	CONNER REALTY	E	2/07/2025			024932		700.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0455	LARRY BARRETT BODY * FRAME * T	E	2/07/2025			024933		3,000.00
0507	SOUTHEAST KANSAS REGIONAL PLAN	E	2/07/2025			024934		50.00
0577	KANSAS GAS SERVICE	E	2/07/2025			024935		17,761.34
0583	DICKINSON INDUSTRIES INC	E	2/07/2025			024936		950.00
0659	PAYNES INC	E	2/07/2025			024937		2,560.85
0726	PITTSBURG STATE UNIVERSITY	E	2/07/2025			024938		5,000.00
0753	COUNTY OF CRAWFORD	E	2/07/2025			024939		400.00
0823	TOUCHTON ELECTRIC INC	E	2/07/2025			024940		752.35
1680	ESO SOLUTIONS, INC.	E	2/07/2025			024941		1,825.84
2005	GALLS PARENT HOLDINGS, LLC	E	2/07/2025			024942		150.00
2707	THE LAWNSCAPE COMPANY, INC.	E	2/07/2025			024943		2,071.75
2767	BRENNTAG SOUTHWEST, INC	E	2/07/2025			024944		3,992.00
2921	DATAPROSE LLC	E	2/07/2025			024945		5,403.86
2960	PACE ANALYTICAL SERVICES LLC	E	2/07/2025			024946		2,161.90
3668	MID AMERICA PROPERTIES OF PITT	E	2/07/2025			024947		1,475.00
3802	BRENNTAG MID-SOUTH INC	E	2/07/2025			024948		3,245.00
4618	TRESA LYNNE MILLER	E	2/07/2025			024949		587.50
4766	ACCURATE ENVIRONMENTAL LLC	E	2/07/2025			024950		60.00
5014	MID-AMERICA SANITATION INC.	E	2/07/2025			024951		687.36
5648	JASON WISKE	E	2/07/2025			024952		1,000.00
5931	VOGEL HEATING & COOLING INC	E	2/07/2025			024953		3,982.90
6162	OZARK CRANE SERVICE INC	E	2/07/2025			024954		977.20

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DATE RANGE: 2/04/2025 THRU 2/18/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6209	MYTOWN MEDIA	E	2/07/2025			024955		166.67
6298	L. KEVAN SCHUPBACH	E	2/07/2025			024956		3,900.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	2/07/2025			024957		1,525.00
6595	AMAZON.COM, INC	E	2/07/2025			024958		11,361.91
7195	STANDARD AND POOR'S FINANCIAL	E	2/07/2025			024959		19,850.00
7240	JAY HATFIELD CERTIFIED USED CA	E	2/07/2025			024960		38,203.16
7620	POMP'S TIRE SERVICE INC	E	2/07/2025			024961		2,694.53
7629	EARLES ENGINEERING & INSPECTIO	E	2/07/2025			024962		11,962.00
7655	HW ACQUISITIONS, PA	E	2/07/2025			024963		160.00
7793	QUEENB TELEVISION OF KANSAS/MI	E	2/07/2025			024964		1,500.00
7806	CORE & MAIN LP	E	2/07/2025			024965		17,740.00
7852	TRIA HEALTH, LLC	E	2/07/2025			024966		2,029.30
8046	CONVERGEONE, INC.	E	2/07/2025			024967		8,947.25
8147	CHEM-AQUA, INC.	E	2/07/2025			024968		466.65
8200	PLUNKETT'S PEST CONTROL INC	E	2/07/2025			024969		875.81
8309	MISSISSIPPI LIME COMPANY	E	2/07/2025			024970		12,153.49
8326	KAYLYN HITE	E	2/07/2025			024971		1,000.00
8535	HEALTH PLANS, INC	E	2/07/2025			024972		14,098.89
8649	UPLINK, LLC	E	2/07/2025			024973		477.59
8960	STIFFLER, JOSHUA	E	2/07/2025			024974		715.00
9005	ROSEBROUGH, STEPHEN R.	E	2/07/2025			024975		400.00
9017	THOMAS, LUKE	E	2/07/2025			024976		32,667.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9020	BATTALION 3 TECHNOLOGIES	E	2/07/2025			024977		1,260.00
0455	LARRY BARRETT BODY * FRAME * T	E	2/07/2025			024978		5,291.50
0194	KANSAS STATE TREASURER	E	2/12/2025			024979		185,286.25
6528	GALE GROUP/CENGAGE	E	2/14/2025			024980		131.58
7392	ASSURECO RISK MANAGEMENT & REG	E	2/14/2025			024981		350.00
8708	NOTCH 8, LLC	E	2/14/2025			024982		21,194.96
8712	ALLEN, GIBBS, & HOULIK, LLC	E	2/14/2025			024983		5,428.15
8842	CARDS KS LLC	E	2/14/2025			024984		400.00
9022	HANIKA, JON M	E	2/14/2025			024985		2,400.00
0046	ETTINGERS OFFICE SUPPLY	E	2/14/2025			024986		585.74
0054	JOPLIN SUPPLY COMPANY	E	2/14/2025			024987		4,734.75
0055	JOHN'S SPORT CENTER, INC.	E	2/14/2025			024988		328.47
0101	BUG-A-WAY INC	E	2/14/2025			024989		160.00
0133	JIM RADELL CONSTRUCTION COMPAN	E	2/14/2025			024990		7,131.72
0199	KIRKLAND WELDING SUPPLIES	E	2/14/2025			024991		320.00
0203	GADES SALES CO INC	E	2/14/2025			024992		2,544.90
0650	HOME CENTER CONSTRUCTION	E	2/14/2025			024993		11,787.00
0746	CDL ELECTRIC COMPANY INC	E	2/14/2025			024994		697.50
0823	TOUCHTON ELECTRIC INC	E	2/14/2025			024995		300.85
0866	AVFUEL CORPORATION	E	2/14/2025			024996		22,914.03
1792	B&L WATERWORKS SUPPLY, LLC	E	2/14/2025			024997		9,282.88
2960	PACE ANALYTICAL SERVICES LLC	E	2/14/2025			024998		1,559.50

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DATE RANGE: 2/04/2025 THRU 2/18/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3126	W.W. GRAINGER, INC	E	2/14/2025			024999		10.80
4307	HENRY KRAFT, INC.	E	2/14/2025			025000		189.61
4621	JCI INDUSTRIES INC	E	2/14/2025			025001		15,864.00
5014	MID-AMERICA SANITATION INC.	E	2/14/2025			025002		367.14
5275	US LIME COMPANY-ST CLAIR	E	2/14/2025			025003		5,989.25
5317	ULINE	E	2/14/2025			025004		174.37
5420	AQUIONICS INC	E	2/14/2025			025005		1,538.38
5640	WELLPATH LLC	E	2/14/2025			025006		36.00
6402	BEAN'S TOWING & AUTO BODY	E	2/14/2025			025007		1,044.50
6936	HAWKINS INC	E	2/14/2025			025008		352.73
7127	UNIQUE MANAGEMENT SERVICES, IN	E	2/14/2025			025009		11.65
7629	EARLES ENGINEERING & INSPECTIO	E	2/14/2025			025010		50,457.50
7806	CORE & MAIN LP	E	2/14/2025			025011		128,945.00
8328	BRADEN PEAK DRAIN SERVICES LLC	E	2/14/2025			025012		125.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	2/06/2025			196898		313.57
0516	AMERICAN CONCRETE CO INC	R	2/06/2025			196899		252.50
6835	BMI	R	2/06/2025			196900		446.00
5966	BERRY COMPANIES, INC.	R	2/06/2025			196901		1,354.39
8278	GERSON BOCANEGRA	R	2/06/2025			196902		50.00
7422	CITY OF GIRARD	R	2/06/2025			196903		150.00
9010	CODE 3 SECURITY & INVESTIGATIO	R	2/06/2025			196904		2,386.48
4263	COX COMMUNICATIONS KANSAS LLC	R	2/06/2025			196905		62.98

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC	R	2/06/2025			196906		82.21
8430	EQUIPMENTSHARE.COM, INC	R	2/06/2025			196907		399.94
1108	EVERGY KANSAS CENTRAL INC	R	2/06/2025			196908		127.87
8488	FIRE MASTER FIRE EQUIPMENT, IN	R	2/06/2025			196909		1,454.78
8935	CURTISS E & KRIS HEMBY	R	2/06/2025			196910		294.24
9018	GRAND TRUCK EQUIPMENT CO., LLC	R	2/06/2025			196911		182.79
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	2/06/2025			196912		2,999.20
8985	MARK CASTOR	R	2/06/2025			196913		9,000.00
0380	KANSAS DEPARTMENT OF REVENUE	R	2/06/2025			196914		100.00
6102	KANSAS LAW ENFORCEMENT TRAININ	R	2/06/2025			196915		30.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	2/06/2025			196916		381.92
7945	LUCKY-BUT LAWN CARE, LLC	R	2/06/2025			196917		869.92
8505	PITTSBURG PUBLISHING COMPANY,	R	2/06/2025			196918		267.58
5732	NATES LAWN AND LANDSCAPE INC	R	2/06/2025			196919		98,150.00
6674	NEXT GENERATION ENTERPRISE	R	2/06/2025			196920		2,200.00
8979	ROUSE DEVELOPMENT LLC	R	2/06/2025			196921		1,920.00
1	SE KS ASSOC OF FIRE CHIEFS	R	2/06/2025			196922		100.00
8248	SIGN BROTHERS	R	2/06/2025			196923		120.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	2/06/2025			196924		50.00
6260	TRANE	R	2/06/2025			196925		2,967.00
5589	CELLCO PARTNERSHIP	R	2/06/2025			196926		97.74
7108	KANSAS MUNICIPAL INSURANCE TRU	R	2/11/2025			196927		174,849.00

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK
DATE RANGE: 2/04/2025 THRU 2/18/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0516	AMERICAN CONCRETE CO INC	R	2/13/2025			196931		10.36
5283	CLASS LTD	R	2/13/2025			196932		235.20
4263	COX COMMUNICATIONS KANSAS LLC	R	2/13/2025			196933		78.21
4263	COX COMMUNICATIONS KANSAS LLC	R	2/13/2025			196934		96.54
4263	COX COMMUNICATIONS KANSAS LLC	R	2/13/2025			196935		708.37
4263	COX COMMUNICATIONS KANSAS LLC	R	2/13/2025			196936		445.80
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	2/13/2025			196937		2,009.94
8791	ENTERPRISE FM TRUST	R	2/13/2025			196939		60,705.31
1108	EVERGY KANSAS CENTRAL INC	R	2/13/2025			196945		111,537.08
0339	GENERAL MACHINERY	R	2/13/2025			196948		11.94
6809	RICHARD GILMORE	R	2/13/2025			196949		4,633.05
8756	HID GLOBAL CORPORATION	R	2/13/2025			196950		2,871.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	2/13/2025			196951		153.68
6201	KANSAS IMAGING CONSULTANTS	R	2/13/2025			196952		38.79
8505	PITTSBURG PUBLISHING COMPANY,	R	2/13/2025			196953		41.70
8507	PITTSBURG PUBLISHING COMPANY,	R	2/13/2025			196954		60.00
8511	JAMES A. BROCKHAUS	R	2/13/2025			196955		450.75
5979	TT TECHNOLOGIES INC	R	2/13/2025			196956		940.00
8657	VERIZON CONNECT FLEET USA LLC	R	2/13/2025			196957		968.91
5589	CELLCO PARTNERSHIP	R	2/13/2025			196958		369.58
8791	ENTERPRISE FM TRUST	R	2/14/2025			196971		13,157.55

VENDOR SET: 99 City of Pittsburg, KS
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DATE RANGE: 2/04/2025 THRU 2/18/2025

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:	51		501,184.11	0.24CR	501,183.87
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	0		0.00	0.00	0.00
EFT:	102		876,309.08	0.00	876,309.08
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00			
		VOID CREDITS 0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: 80144 TOTALS:	153	1,377,493.19	0.24CR	1,377,492.95
BANK: 80144 TOTALS:	153	1,377,493.19	0.24CR	1,377,492.95
REPORT TOTALS:	153	1,377,493.19	0.24CR	1,377,492.95

Passed and Approved this 25th day of February, 2025.

_____
Dawn McNay, Mayor

Attest:

_____
Tammy Nagel, City Clerk

Gilmore & Bell, P.C.
02/25/2025

ORDINANCE NO. S-1105

OF

THE CITY OF PITTSBURG, KANSAS

PASSED

FEBRUARY 25, 2025

_____

TAXABLE GENERAL OBLIGATION BONDS
SERIES 2025-A

ORDINANCE NO. S-1105

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 2025-A, OF CITY OF PITTSBURG, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Pittsburg, Kansas (the "City") is a city of the first class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the laws of the State of Kansas applicable thereto, by proceedings duly had, the City Commission of the City (the "Governing Body") has authorized the following improvements (the "Improvements") to be made in the City, to-wit:

Project Description	**Ord. No.**	**Authority**	**Amount**
Economic Development Project – New Building	Home Rule Ord. No. 6	Article 12, Section 5 of the Kansas Constitution, and K.S.A. 12-101 *et seq*.	$6,000,000

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements; and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue $5,630,000* of its general obligation bonds[, together with bid premium thereon,] to pay the costs of the Improvements; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date ratified the award of the sale of such Bonds to the best bidder.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PITTSBURG, KANSAS, AS FOLLOWS:

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State, including Article 12, Section 5 of the Constitution, and K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*. and K.S.A. 12-101 *et seq*., all as amended and supplemented.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Resolution" means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

"Bonds" means the City's Taxable General Obligation Bonds, Series 2025-A, dated March 18, 2025, authorized by this Ordinance.

"City" means the City of Pittsburg, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

"Governing Body" means the City Commission of the City.

"Mayor" means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"State" means the State of Kansas.

"Substitute Improvements" means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the Taxable General Obligation Bonds, Series 2025-A, of the City in the principal amount of $5,630,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

Section 5. Levy and Collection of Annual Tax. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

Section 6. Further Authority. The Mayor, Director of Finance, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the City Commission on February 25, 2025 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

_____
Mayor

ATTEST:

_____
Clerk

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Gilmore & Bell, P.C.
02/25/2025

RESOLUTION NO. 1292

OF

CITY OF PITTSBURG, KANSAS

ADOPTED

FEBRUARY 25, 2025

_____

TAXABLE GENERAL OBLIGATION BONDS
SERIES 2025-A

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RESOLUTION NO. 1292

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF TAXABLE GENERAL OBLIGATION BONDS, SERIES 2025-A, OF THE CITY OF PITTSBURG, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. S-1105 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the City Commission of the Issuer (the "Governing Body") to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of $5,630,000* to pay the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF CITY OF PITTSBURG, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State, including Article 12, Section 5 of the Constitution, and K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq*. and K.S.A. 12-101 *et seq*., all as amended and supplemented.

["AG" means Assured Guaranty Inc., a Maryland domiciled financial guaranty insurance company, or any successor thereto.]

"Authorized Denomination" means $5,000 or any integral multiples thereof.

[**"BAM"** means Build America Mutual Assurance Company, a New York domiciled mutual insurance corporation, or any successor thereto.]

"Beneficial Owner" of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

["Bond Insurance Policy" means the municipal bond insurance policy issued by the Bond Insurer concurrently with the delivery of the Bonds guaranteeing the scheduled payment when due of the principal of and interest on the Bonds.

"Bond Insurer" means [AG] [BAM] with respect to the Bonds.]

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means the State Treasurer and any successors and assigns.

"Bond Resolution" means this resolution relating to the Bonds.

"Bonds" or **"Bond"** means the Taxable General Obligation Bonds, Series 2025-A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

"Business Day" means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC and any successor nominee of DTC.

"City" means City of Pittsburg, Kansas.

"Clerk" means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

"Compliance Account" means the Compliance Account created pursuant to ***Section 501*** hereof.

"Consulting Engineer" means an independent engineer or engineering firm, or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Bond Resolution.

"Costs of Issuance" means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

"Costs of Issuance Account" means the Costs of Issuance Account for Taxable General Obligation Bonds, Series 2025-A created pursuant to ***Section 501*** hereof.

"Dated Date" means March 18, 2025.

"Debt Service Account" means the Debt Service Account for Taxable General Obligation Bonds, Series 2025-A created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) [evidences of ownership of proportionate interests in future interest and principal payments on United States Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying United States Government Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated; or

(c)]obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Disclosure Undertaking" means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in ***Section 501*** hereof.

"Governing Body" means the City Commission of the Issuer.

"Improvement Fund" means the Improvement Fund for Taxable General Obligation Bonds, Series 2025-A created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

[**“Insurer's Fiscal Agent”** means the agent designated by the Bond Insurer pursuant to the Bond Insurance Policy.]

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing September 1, 2025.

“Issue Date” means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

“Issuer” means City and any successors or assigns.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer [with notice to the Bond Insurer].

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

City Hall
201 W. 4th Street
Pittsburg, Kansas 66762
Fax: (620) 231-0964

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[Purchaser]
[Purchaser Address]
[Purchaser City, State] [Zip]
Fax: [Purchaser Fax]

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street, 23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

[(e) To the Bond Insurer:

Assured Guaranty Inc.
31 West 52nd Street
New York, New York 10019
Telephone: (212) 826-0100; Fax: (212) 339-3529

Build America Mutual Assurance Company
200 Liberty Street, 27th Floor
New York, New York 10281
Attn: Surveillance, Re: Policy No. [_____]
Telephone: (212) 235-2500; Fax: (212) 962-1710
Email: notices@buildamerica.com]

or such other address as is furnished in writing to the other parties referenced herein.

"Notice Representative" means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Bond Registrar and Paying Agent, the Director of Fiscal Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

[(e) With respect to the Bond Insurer, *[AG: Attn: Managing Director – Surveillance – Re: Policy No. [_____]]* **[BAM: Attn: Surveillance – Re: Policy No. [_____] (with a copy to Attn: General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 962-1524 and marked as "URGENT MATERIAL ENCLOSED" if the notice refers to an event of default or a claim on the Bond Insurance Policy).]**.]

"Official Statement" means Issuer's Official Statement relating to the Bonds.

"Ordinance" means Ordinance No. S-1105 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of ***Article VII*** hereof; [and]

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder[.][; and

(d) Bonds, the principal or interest of which has been paid by the Bond Insurer.]

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; [or] (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f)[; or (m) other investment obligations authorized by the laws of the State and approved in writing by the Bond Insurer], all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a bid premium of $_____].

"Purchaser" means [Purchaser], [Purchaser City, State], the original purchaser of the Bonds, and any successor and assigns.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

"Redemption Price" means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 213*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Article II*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" or "S&P" means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer [with notice to the Bond Insurer].

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Substitute Improvements" means the substitute or additional improvements of the Issuer described in ***Article V*** hereof.

[**"Term Bonds"** means the Bonds scheduled to mature in the year 2035.]

[**"____ Term Bonds"** means the Bonds scheduled to mature in the year ____.]

[**"2035 Term Bonds"** means the Bonds scheduled to mature in the year 2035.]

[**"Term Bonds"** means collectively the [____] Term Bonds[, the [____] Term Bonds] and the 2035 Term Bonds.]

"Treasurer" means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of $5,630,000*, for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

[SERIAL BONDS]

Stated Maturity September 1	Principal Amount	Annual Rate of Interest	Stated Maturity September 1	Principal Amount	Annual Rate of Interest
2026	$[_____	_____%	2031	$_____	_____%
2027	_____	_____%	2032	_____	_____%
2028	_____	_____%	2033	_____	_____%
2029	_____	_____%	2034	_____	_____%
2030	_____	_____%	2035	_____	_____]%

[TERM BONDS

Stated Maturity September 1	Principal Amount	Annual Rate of Interest
2035	$_____	_____%]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 204*** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General

pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar[, and shall appoint a successor Paying Agent at the request of the Bond Insurer,] by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor [acceptable to the Bond Insurer] has been appointed and has accepted the duties of Paying Agent or Bond Registrar. [Each successor Paying Agent shall be approved in writing by the Bond Insurer before the appointment of such successor Paying Agent shall become effective.]

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a

Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Article III*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this ***Article II***.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not,

for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by [the Bond Insurer or] the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository)**,** and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository

shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement relating to the Bonds is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Clerk are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on September 1 in the years 2034, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2033, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[***Mandatory Redemption.*** [(a) *[____] Term Bonds*.] The [____] Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such [____] Term Bonds:

Principal Amount	**Year**
$	
	*

*Final Maturity

[(b) *2035 Term Bonds*.] The 2035 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in ***Article IV*** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such 2035 Term Bonds:

Principal Amount	**Year**
$	
	2035*

*Final Maturity]

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to

such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar [, the Bond Insurer] and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being

redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Improvement Fund for Taxable General Obligation Bonds, Series 2025-A.

(b) Debt Service Account for Taxable General Obligation Bonds, Series 2025-A (within the Bond and Interest Fund).

(c) Costs of Issuance Account for Taxable General Obligation Bonds, Series 2025-A.

(d) Compliance Account.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) Excess proceeds, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the Governing Body and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the Governing Body; and (b) paying Costs of Issuance.

Withdrawals from the Improvement Fund shall be made only when authorized by the Governing Body. Each authorization for costs of the Improvements shall be supported by a certificate executed by the Consulting Engineer stating that such payment is being made for a purpose within the scope of this Bond Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Clerk (or designate) stating that such payment is being made for a purpose within the scope of this Bond Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

Section 507. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Improvement Fund until completion of the Improvements and thereafter to the Issuer for deposit into the Compliance Account or Debt Service Account.

Section 508. Application of Moneys in the Compliance Account. Moneys in the Compliance Account shall be used by the Issuer to pay fees and expenses relating to compliance with federal arbitrage law and state or federal securities laws. Any funds remaining in the Compliance Account on the sixth anniversary of the Issue Date shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair

any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 604. [Control of Remedies Upon an Event of Default and Event of Insolvency. Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of Default, the Bond Insurer, provided the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Bond Resolution. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Bonds insured by the Bond Insurer absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring such Bonds.]

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with ***Article III*** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution. [The Issuer shall notify the Bond Insurer of any defeasance under this Section.]

[Notwithstanding anything in this Bond Resolution to the contrary, in the event that the principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy,

the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer and the covenants, agreements and other obligations of the Issuer to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.]

ARTICLE VIII

[PROVISIONS RELATING TO THE BOND INSURANCE POLICY

*[USE THE FOLLOWING FOR AG:

Section 801. Payment Procedure Pursuant to Bond Insurance Policy. As long as the Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions:

(a) If, on the Business Day prior to the related Stated Maturity there is not on deposit with the Paying Agent, after making all transfers and deposits required under the Bond Resolution, moneys sufficient to pay the principal of and interest on the Bonds due on such Stated Maturity, the Paying Agent shall give notice to the Bond Insurer and to the Insurer's Fiscal Agent by telephone or telecopy of the amount of such deficiency by 1:00 p.m., New York City time, on such Business Day. If, on the related Stated Maturity, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Stated Maturity, the Paying Agent shall make a claim under the Bond Insurance Policy and give notice to the Bond Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal on the Bonds, confirmed in writing to the Bond Insurer and the Insurer's Fiscal Agent by 1:00 p.m., New York City time, on such Stated Maturity by filling in the form of Notice of Claim and Certificate delivered with the Bond Insurance Policy.

(b) In the event the claim to be made is for a mandatory sinking fund redemption installment, upon receipt of the moneys due, the Paying Agent shall authenticate and deliver to affected Owners who surrender their Bonds a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. The Paying Agent shall designate any portion of payment of principal on Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Bond Insurer, registered in the name of the Bond Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the Issuer on any Bond or the subrogation rights of the Bond Insurer.

The Paying Agent shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (as hereinafter defined) and the allocation of such funds to payment of interest on and principal paid in respect of any Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

Upon payment of a claim under the Bond Insurance Policy the Paying Agent shall establish a separate special purpose trust account for the benefit of Owners referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Bond Insurance Policy in trust on behalf of Owners and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Owners in the same manner as principal and interest payments are to be made with respect

to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent.

Any funds remaining in the Policy Payments Account following a Stated Maturity date shall promptly be remitted to the Bond Insurer.

(c) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy.

(d) The Issuer agrees to pay or reimburse the Bond Insurer any and all charges, fees, costs and expenses which the Bond Insurer may reasonably pay or incur in connection with (1) the administration, enforcement, defense or preservation of any rights or security in respect of the Bond Resolution, (2) the pursuit of any remedies under the Bond Resolution or otherwise afforded by law or equity, (3) any amendment, waiver or other action with respect to, or related to, the Bond Resolution whether or not executed or completed, (4) the violation by the Issuer of any law, rule or regulation, or any judgment, order or decree applicable to it or (5) any litigation or other dispute in connection with the Bond Resolution or the transactions contemplated thereby, other than amounts resulting from the failure of the Bond Insurer to honor its obligations under the Bond Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Bond Resolution.

(e) Payments required to be made to the Bond Insurer shall be payable solely from the taxes levied pursuant to ***Article IV*** hereof and shall be paid (1) prior to an Event of Default, to the extent not paid from the Debt Service Account, and (2) after an Event of Default, with respect to amounts other than principal and interest on the Bonds, on the same priority as payments to the Paying Agent for expenses. The obligations to the Bond Insurer shall survive discharge or termination of the Bond Resolution.

(f) The Bond Insurer shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with this Bond Resolution, whether or not the Bond Insurer has received a Notice (as defined in the Bond Insurance Policy) of Nonpayment or a claim upon the Bond Insurance Policy.

Section 802. Consent of the Bond Insurer. Any provision of this Bond Resolution expressly recognizing or granting rights in or to the Bond Insurer may not be amended in any manner which affects the rights of the Bond Insurer hereunder without the prior written consent of the Bond Insurer.

The Bond Insurer's consent shall be required in addition to Owner consent, when required, for the execution and delivery of any supplemental resolution, or any amendment, supplement or change to or modification of other documents relating to the security for the Bonds; removal or substitution of the Paying Agent; or approval of any action or document requiring approval of the Owners.

The Bond Insurer shall be deemed to be the sole Owner of the Bonds insured by it for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Bonds insured by it are entitled to take pursuant to this Bond Resolution.

Section 803. Notices to the Bond Insurer.

(a) While the Bond Insurance Policy is in effect, the Issuer shall, in addition to the other notice requirements contained in this Bond Resolution, furnish to the Bond Insurer:

(1) As soon as practicable after the filing thereof, a copy of any financial statement, audit and/or annual report of the Issuer;

(2) A copy of any notice to be given to the Owners, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this Bond Resolution relating to the security for the Bonds;

(3) Notice of an Event of Default within five business days after the occurrence of such event; and

(4) such additional information as the Bond Insurer may reasonably request.

(b) The Issuer shall notify the Bond Insurer of any failure of the Issuer to provide relevant notices, certificates, etc.

(c) The Issuer will permit the Bond Insurer to discuss the affairs, finances and accounts of the Issuer or any information the Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer. The Issuer will permit the Bond Insurer to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.

(d) The Bond Insurer shall have the right to direct an accounting at the Issuer's expense, and the Issuer's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Bond Insurer shall be deemed an Event of Default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any Owner.

(e) Notwithstanding any other provision of this Bond Resolution, the Issuer shall immediately notify the Bond Insurer if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default hereunder.

(f) In each case in which notice or other communication to the Bond Insurer refers to an Event of Default or with respect to which failure on the part of the Bond Insurer to respond shall be deemed to constitute consent or acceptance, then a copy of such notice or other communication shall also be sent to the attention of General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

Section 804. Third Party Beneficiary. To the extent that this Bond Resolution confers upon or gives or grants to the Bond Insurer any right, remedy, or claim under or by reason of this Bond Resolution, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 805. Parties Interested Herein. Nothing in this Bond Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Bond Insurer, the Paying Agent and the Owners, any right, remedy or claim under or by reason of this Bond Resolution, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent, the Bond Insurer and the Owners of the Bonds.

Section 806. Suspension of Bond Insurer's Rights. Rights of the Bond Insurer to direct or consent to actions granted under this Bond Resolution shall be suspended during any period in which the Bond Insurer is in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by the Bond Insurer and due and owing to the Bond Insurer) and shall be of no force or effect in the event the Bond Insurance Policy is no longer in effect or the Bond Insurer asserts that the Bond Insurance Policy is not in effect or the Bond Insurer shall have provided written notice that it waives such rights.]*

**[USE THE FOLLOWING FOR BAM:

Section 807. Payment Procedure Pursuant to Bond Insurance Policy. As long as the Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions:

(a) In the event that principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.

(b) In the event that on the second (2nd) business day prior to the payment date on the Bonds, the Paying Agent has not received sufficient moneys to pay all principal of and interest on the Bonds due on the second (2nd) following business day, the Paying Agent shall immediately notify the Bond Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency.

(c) If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify the Bond Insurer or its designee.

(d) In addition, if the Paying Agent has notice that any Bondholder has been required to disgorge payments of principal of or interest on the Bonds pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Bondholder within the meaning of any applicable bankruptcy law, then the Paying Agent shall notify the Bond Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Bond Insurer.

(e) The Paying Agent shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Bonds as follows:

(1) If there is a deficiency in amounts required to pay interest and/or principal on the Bonds, the Paying Agent or Trustee shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holders of the Bonds in any legal proceeding related to the payment of and an assignment to the Bond Insurer of the claims for interest on the Bonds, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy payment from the Bond Insurer with respect to the claims for interest so assigned, and (iii) disburse the same to such respective holders; and

(2) If there is a deficiency in amounts required to pay principal of the Bonds, the Paying Agent shall (i) execute and deliver to the Bond Insurer, in form satisfactory to the Bond Insurer, an instrument appointing the Bond Insurer as agent for such holder of the Bonds in any

legal proceeding related to the payment of such principal and an assignment to the Bond Insurer of the Bond surrendered to the Bond Insurer (but such assignment shall be delivered only if payment from the Bond Insurer is received), (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy payment therefore from the Bond Insurer, and (iii) disburse the same to such holders.

(f) Payments with respect to claims for interest on and principal of Bonds disbursed by the Paying Agent from proceeds of the Bond Insurance Policy shall not be considered to discharge the obligation of the Issuer with respect to such Bonds, and the Bond Insurer shall become the owner of such unpaid Bond and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraph (e) or otherwise.

(g) Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent shall agree for the benefit of the Bond Insurer that:

(1) They recognize that to the extent the Bond Insurer makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent), on account of principal of or interest on the Bonds, the Bond Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the transaction documents and the Bonds; and

(2) They will accordingly pay to the Bond Insurer the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Bonds, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Bonds to holders, and will otherwise treat the Bond Insurer as the owner of such rights to the amount of such principal and interest.

Section 808. Notices to the Bond Insurer.

(a) While the Bond Insurance Policy is in effect, the Issuer shall, in addition to the other notice requirements contained in this Bond Resolution, furnish to the Bond Insurer:

(1) As soon as practicable after the filing thereof, a copy of any financial statement, audit and/or annual report of the Issuer;

(2) A copy of any notice to be given to the Owners, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this Bond Resolution relating to the security for the Bonds;

(3) Copies of any filings or notices required to be given by the Issuer pursuant to the Disclosure Undertaking;

(4) Notice of an Event of Default within five business days after the occurrence of such event; and

(5) Such additional information as the Bond Insurer may reasonably request.

(b) The Issuer shall notify the Bond Insurer of any failure of the Issuer to provide relevant notices, certificates, etc.

(c) Notwithstanding any other provision of this Bond Resolution, the Issuer shall immediately notify the Bond Insurer if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default hereunder.

Section 809. Third Party Beneficiary. The Bond Insurer is explicitly recognized as and shall be deemed to be a third-party beneficiary of this Bond Resolution and may enforce any right, remedy or claim conferred, given or granted thereunder.

Section 810. Suspension of Bond Insurer's Rights. Rights of the Bond Insurer to direct or consent to actions granted under this Bond Resolution shall be suspended during any period in which the Bond Insurer is in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by the Bond Insurer and due and owing to the Bond Insurer) and shall be of no force or effect in the event the Bond Insurance Policy is no longer in effect or the Bond Insurer asserts that the Bond Insurance Policy is not in effect or the Bond Insurer shall have provided written notice that it waives such rights.]**

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. [The Purchaser or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer.] Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as

possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of [the Bond Insurer and] the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by [the Bond Insurer and] such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of [the Bond Insurer and] the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners. [AG: Copies of any amendments shall be provided to each Rating Agency at least 10 days prior to the effective date thereof.][BAM: Copies of any amendments which are consented to by the Bond Insurer shall be provided to Standard & Poor's.]

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the [Bond Insurer and the] Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, [shall be delivered to the Bond Insurer] and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by [the Bond

Insurer and] the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent[and the Bond Insurer]. The Issuer, the Paying Agent[, the Bond Insurer] and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the City Commission on February 25, 2025.

(SEAL)

_____
Mayor

ATTEST:

_____
Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on February 25, 2025, as the same appears of record in my office.

DATED: February 25, 2025.

_____
Clerk

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EXHIBIT A
(FORM OF BONDS)

REGISTERED **REGISTERED**
NUMBER R-__ **$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF CRAWFORD
CITY OF PITTSBURG
TAXABLE GENERAL OBLIGATION BOND
SERIES 2025-A

Interest Rate:	**Maturity Date:**	**Dated Date: March 18, 2025**	**CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That City of Pittsburg, in the County of Crawford, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above , unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing September 1, 2025 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other

address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated "Taxable General Obligation Bonds, Series 2025-A," aggregating the principal amount of $5,630,000* (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including Article 12, Section 5 of the Kansas Constitution, and K.S.A. 12-101 *et seq*., as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made

in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF PITTSBURG, KANSAS

(Facsimile Seal) By: _____(facsimile)_____
Mayor

ATTEST:

By: _____(facsimile)_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of Taxable General Obligation Bonds, Series 2025-A, of City of Pittsburg, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: March 18, 2025

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By _____

Registration Number: 0221-019-031825-___

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

[STATEMENT OF INSURANCE

[AG: Assured Guaranty Inc. ("AG"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to the Treasurer of the State of Kansas, Topeka, Kansas, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AG or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AG as more fully set forth in the Policy.]

[BAM: Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to the Treasurer of the State of Kansas, Topeka, Kansas, , or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Bond Insurance Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the

subrogation and all other rights of BAM as more fully set forth in the Bond Insurance Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Bond Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Bond Resolution, at law or in equity.]]

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

_____
Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF CRAWFORD)

The undersigned, Clerk of City of Pittsburg, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of March 18, 2025.

WITNESS my hand and official seal.

(Facsimile Seal) By: (facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on March 18, 2025.

WITNESS my hand and official seal.

(Facsimile Seal) By: (facsimile)
Treasurer of the State of Kansas

Memorandum

TO:	Daron Hall, City Manager
FROM:	Blake Benson, Economic Development Director
DATE:	February 17, 2025
SUBJECT:	January 28, 2025 Agenda Item Vecino Group multifamily community project

The Vecino Group, in cooperation with Building Health, Inc., is proposing a new, 42 unit multifamily community adjacent to the Community Health Center of Southeast Kansas campus with access off of N. Joplin St. The community will be a mix of one and two-bedroom units, along with various amenities, for residents at various income levels. Amenities will include a community garden, fitness rooms, office space, and access to walking and biking trails in the community.

The project is expected to cost almost $13 million and construction is estimated to take approximately 18 months. Initial concepts anticipate a typical two-story, walk-up style, wood frame construction, building with fire suppression system.

The Vecino Group plans to apply for a Kansas Housing Resources Corporation (KHRC) grant as one component of its funding mix. As KHRC values local community buy-in in scoring grant applications, the Vecino Group applied for a repayable $300,000 loan from the Revolving Loan Fund to assist with the project.

The Economic Development Advisory Committee (EDAC) considered this request at its January 8, 2024, meeting and voted to recommend approval of a low-interest, $300,000 loan, with payback details to be recommended by City staff. City staff is

recommending a 1% interest rate, with the loan to be amortized over 20 years with a seven-year term, meaning the loan will be repaid in full at the end of seven years.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 28, 2024. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

Blake Benson

From: City of Pittsburg <website.internal@pittks.org>
Sent: Friday, January 3, 2025 2:45 PM
To: Blake Benson; bbenson710@yahoo.com
Subject: New Application for RLF Submitted

General Information

1. Name of Applicant Firm

The Vecino Group

2. Date of Request

01/03/2025

Contact Information

3. Firm Address

305 W. Commercial St.
Springfield, Missouri 65803
United States
Map It

Firm Phone Number

(417) 720-1577

Email Address

dallison@vecinogroup.com

4. Names, addresses and email addresses of the principal officers, directors and members of the applicant

David Allison
305 West Commercial St. Springfield, MO 65803
dallison@vecinogroup.com

Matthew Miller
305 West Commercial St. Springfield, MO 65803
matt@vecinogroup.com

Rick Manzardo
305 West Commercial St. Springfield, MO 65803
rick@vecinogroup.com

5. Name, address, phone number and email address for applicant's attorney

Emily Ziegler
Frost Brown Todd, LLC
(502) 779-8733
eziegler@fbtlaw.com

Project Details

6. Estimated total project value (provide detailed breakdown of expected costs)

Acquisition Costs 100,000
Hard Costs 8,853,900
Soft Costs 1,454,319
Financing Costs 1,080,899
Contingency 442,695

Reserves and Escrows 191,804
Developer Fee 840,000
TOTAL 12,963,617

7. Amount being requested (should not exceed 10% of the total project cost)

$300,000

8. Address of proposed project

0 N. Joplin St.
Pittsburg, Kansas 66762
Map It

9. Estimated project completion date

08/31/2027

10. Estimated job creation and expected average wage of jobs created

Jobs created - 10
Estimated Wages - $40k - $60k for full-time and $18 - $24/hr for part-time

11. Other sources of funding (secured vs. pending)

Construction Loan 8,050,000
KHRC HOME 400,000
City of Pittsburg RLF 300,000
Housing Trust Fund 750,000
Federal LIHTC 6,798,640
State LIHTC 4,590,000
Deferred Developer Fee 124,977
TOTAL 12,963,617

12. Summary of project, including construction to occur, future use of property, unusual demands for water/wastewater service and police/fire protection, etc.

We are proposing a 42 unit multifamily community, adjacent, to the south, of the CHCSEK campus with access off of N. Joplin St.
The community will be a mix of one and two-bedroom units with a plethora of amenities, for residents at various income levels.

Construction is estimated to take 18 months (conservatively) and will consist of no unusual practices. Initial concepts anticipate a typical two-story, walk-up style, wood frame construction, building with fire suppression system.

No unusual police or fire protection anticipated.

13. Name, address, and phone numbers of general contractor, subcontractors, and architect/engineer.

Vecino Construction (GC)
305 W. Commercial Street, Springfield, MO 65803
(417) 720-1577

No Subcontractors have been engaged yet

Vecino Design (Design / Engineering)
311 W. Commercial Street, Springfield, MO 65803
(417) 720-1577

14. Describe the organizational structure of applicant (proprietorship, partnership, limited liability company, corporation, etc.). Note relationship to a parent company.

The Vecino Group is a Missouri Limited Liability Company

The funds will be used to construct the multifamily housing development which will be a Single Purpose Entity (SPE). The Vecino Group will be part owner of the Managing Member of the SPE.

City of Pittsburg
Forward Together.

ADMINISTRATION

201 West 4th Street · Pittsburg KS 66762 | (620) 231-4100
www.pittks.org

To: Daron Hall, City Manager

From: Jay Byers, Deputy City Manager

CC: Tammy Nagel, City Clerk

Date: February 18, 2025

Subject: Accounting Services Contract

Typically, we engage an accounting consultant to help with year-end closing issues and for support in preparing our annual audit. The past three years we have used Allen, Gibbs & Houlik, LC (AGH), and their knowledge of our financial management system (Tyler Incode) and their expertise in municipal accounting has made them a valuable partner. With the departure of our fourth Finance Director in five years, and with our difficulty in identifying a suitable candidate, we have decided to extend our engagement with AGH to provide accounting support throughout the year. AGH will provide essential assistance with financial operations, perform in depth accounting functions, help maintain compliance requirements, and support a variety of Finance Director duties.

In the coming months, AGH will also provide support for the acquisition and implementation of a replacement to our twenty-year-old financial management system. This project will affect the entire organization and offers an opportunity to redesign processes and procedures for improved efficiency and transparency. There will be a need to develop and train staff to work effectively in the new environment.

We are asking to waive the bidding requirement and enter into a professional services agreement with Allen, Gibbs & Houlik (AGH) to provide accounting and consulting services to support ongoing operations, provide staff development, and support the implementation of a new financial management system.

Please place this for approval on the City Commission agenda for 2/25/25.

February 17, 2025

Jay Byers, Deputy City Manager
City of Pittsburg, Kansas
201 W. 4th St.
Pittsburg, Kansas 66762

Attention Mr. Byers:

The Objective and Scope of the Services Provided
You have requested that Allen, Gibbs & Houlik, L.C. ("AGH", "we", "us", or "our"), provide advisory services for the City of Pittsburg, Kansas (the "City", "you", or "your") as detailed below. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter ("Engagement Letter").

Description of Advisory Services
Accounting and financial reporting services, Outsourced finance department services related to general financial accounting, reporting, audit preparation and other duties as needed.

- We will assist with the financial operations of the city, including budgeting, accounting, financial reporting, and training of finance department staff.
- We will provide strategic financial advice to the Deputy City Manager and City Manager.
- We will assist with the preparation of the Annual Financial report for the City including the basic financial statements, notes, and required supplementary schedules.
- We will assist with the preparation of workpapers required for the annual audit and help with audit coordination, as necessary.
- We will provide general accounting assistance including the preparation of reconciliations, journal entries and other financial schedules.
- We will assist with compliance related to federal expenditures, grants management and local regulations.
- We will provide general advisory services as it relates to the implementation of new GASB standards and on-going staff training as needed.
- We will assist with the selection and implementation of a financial management system.
- We will provide services via a blend of on-site and remote work as needed and agreed upon between the City and AGH.

Our performance of services related to this project is dependent on the City providing us with accurate and timely information and assistance as we may reasonably require from time to time. We assume no responsibility and make no representation with respect to the accuracy or completeness of any information provided by and on behalf of management. Accordingly, inaccurate or incomplete representations may result in inaccurate findings or inappropriate recommendations, and critical recommendations may not be identified. If information changes during the course of the engagement,

you must provide us with the updated information and representations on a timely basis, as the change in information may affect our recommendations. The City acknowledges that in the course of this project we may assist the client in the preparation of certain analysis and documentation. This analysis and documentation represent the City's documents and not ours. The determination of the appropriate accounting treatment and/or financial statement presentation is the sole responsibility of management. We make no representation regarding the sufficiency of the work either for purposes for which this analysis or information has been requested or for any other purpose. Our observations and advice should not be taken as any form of concurrence, conclusion or opinion that we agree with or support the proposed accounting and reporting for matters subject to our services. Our role is one of facilitating management's analysis as it reaches its own conclusions.

We will perform our services in accordance with the *Statement on Standards for Consulting Services* issued by the AICPA. The procedures to be performed will not constitute an audit, review, or compilation of the City's financial statements or any part thereof, nor the external examination of management's assertions concerning the effectiveness of the City's internal control over financial reporting or an examination of compliance with laws, regulations or other matters. Accordingly, our performance of the procedures will not result in the expression of an opinion or any other form of assurance on the City's financial statements or any part thereof, nor an external opinion or any other form of assurance of the City's internal control over financial reporting or its compliance with laws, regulations or other matters.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

We will provide draft deliverables to you for review and comment, prior to final delivery. Any advice and recommendations included in the deliverable(s) will be based upon information you provide.

The deliverable(s) presented as part of this engagement are solely for the internal use of your management and the City Commission It is not to be distributed to third parties other than those noted herein, in whole or in part, or used for any other purpose.

After we provide you with the deliverables, we shall have no obligation to update or revise the observations or conclusions reflected in our deliverable(s) if new information, future events or changes in applicable laws and regulations affect the observations or conclusions reflected in those deliverables. You understand and agree that our services may include advice and recommendations based upon our knowledge, training and experience, but at all times, the decisions related to implementation of the advice and recommendations are solely your responsibility. We encourage you to consider our recommendations and advice and implement what you believe is best for your City. If you ask us to assist you in implementing any advice or recommendation, we will confirm this representation in a separate engagement letter.

If, for any reason, we are unable to complete the engagement, we will not issue a deliverable(s).

The Responsibilities of Management

The financial statements are the responsibility of the City's management. You acknowledge that other management responsibilities include maintaining adequate records and effective internal controls over financial reporting, selecting and applying accounting principles, and safeguarding assets. We will not

perform any management functions, make management decisions or otherwise perform in a capacity equivalent to that of your employees or officers.
While performing the work as outlined in this Engagement Letter, we may advise the City about appropriate accounting principles and their application, but the responsibility for the financial statements remains with the City. As part of our engagement, we may also propose adjusting or correcting journal entries to the City's financial statements. However, management has the final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated Jay Byers to oversee such services; evaluate the adequacy and results of the services performed; accept responsibility for the results of the services; and establish and maintain internal controls, including monitoring ongoing activities.

Records and Assistance
We will require the support of your personnel in order to achieve timely completion of the engagement. Support includes, but is not limited to, making personnel available to us, providing access to or collecting all relevant documents (paper or electronic), providing timely responses to questions, including requests for your decisions, devoting sufficient resources necessary to achieve the engagement objectives, and the coordination of meetings. Failure to provide such support in a timely manner may negatively affect our ability to fulfill the requirements in the *Engagement Objectives and Scope* and *Engagement Deliverables* sections above within the agreed-upon timeframe.

If circumstances relating to the conditions of your records were to arise during the course of our work that, in our professional judgment, prevent us from completing the engagement, we will notify you promptly. In such a situation, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

Fees and Costs
Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus expenses, including report processing, travel, meals, and fees for services from other professionals if applicable, as well as technology, photocopying, postage and clerical assistance.

We will invoice the City monthly, with payment due within 30 days. We reserve the right to charge interest on past due accounts, as well as to discontinue services if not paid promptly. This fee is subject to adjustments based on unanticipated changes in the scope of work and/or the incomplete or untimely receipt by us of information on the City's responsibility list. AGH retains the right to change fees for services at any time with 30 days written notice and anticipates annual fee adjustments sufficient to cover cost of living increases.

Our fee estimate and completion of our work are based upon the following criteria:

- Anticipated cooperation from City personnel
- Timely responses to our inquiries
- Timely completion and delivery of client assistance requests
- Timely communication of all significant accounting and financial reporting matters

- The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase.

Our charges will be made based on our regular hourly rates plus out-of-pocket expenses including, but not limited to, items such as postage, photocopies, long-distance telephone, and tax forms.

Hourly rates are dependent upon the level of person providing services. Additional accounting projects or consulting (to be agreed upon by both parties prior to beginning any such project) will be quoted on a project basis or billed at time incurred at our regular hourly rates for outsourcing services personnel. Current rates in effect for outsourcing services personnel are as follows:

Staff level	$158
Supervisor level	$185
Manager level	$235
Officer level	$290

Timing of the Engagement
We expect to begin our services at a time mutually determined by you and AGH after the receipt of this executed Agreement any retainer, if applicable and all documents requested. Our services will conclude upon the earlier of:

- issuance of the deliverable(s) outlined in this Agreement;
- written notification by either party that the Agreement is terminated; or
- one year from the execution date of this Agreement.

Miscellaneous
Both parties to this agreement have made a substantial investment in their respective employees and depend upon them to generate future profits. Because of this, we agree that neither party (including related affiliates) shall hire, nor solicit for hire, any person employed by the other during the term of the service relationship and for a period of one year after the termination of services. If the City breaches the foregoing provision, City agrees to pay AGH within thirty (30) days after demand a placement fee of fifty thousand dollars ($50,000) to partially compensate AGH for the significant replacement costs, staff development costs, and lost business opportunities. Since our professional standards require that we perform certain additional procedures, on current and previous years engagements, whenever a shareholder or professional employee leaves AGH and is subsequently employed by or associated with the City, the City agrees it will compensate AGH for any additional costs incurred as a result of the City's employment of a shareholder or professional employee of AGH.

Entire Agreement
This Engagement Letter constitutes the complete and exclusive statement of agreement between AGH and the City and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

Conditions and Limitations
To assist you in understanding the scope of our services and other matters related to the advisory services, please see the "Allen, Gibbs & Houlik, L.C. Terms, Conditions and Limitations for Advisory Services" located at http://aghlc.com/terms/advisory/. Our advisory services are expressly subject to these conditions and limitations, and by signing below or by signing your reports you will be agreeing to them.

Electronic Signatures and Counterparts
Each party hereto agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be “written” or “in writing, ” (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, “electronic signature” includes, but is not limited to, (a) a scanned copy (as a “pdf” (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Engagement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or “printouts,” of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Engagement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our services as described above, including our respective responsibilities.

Respectfully,

ALLEN, GIBBS & HOULIK, L.C.

Mike D. Lowry
Senior Vice President, Assurance Services

MDL:

Acceptance: Your signature below confirms your understanding that our services will be subject to the current *Allen, Gibbs & Houlik, L.C. Terms, Conditions and Limitations for Advisory Services* in effect at the date you sign this letter, which are located at http://aghlc.com/terms/advisory/. You may contact

AGH to request a printed copy. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Signature/Title	Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
Atkinson Municipal Airport
Pittsburg, Kansas

POLICY STATEMENT

Section 26.1, 26.23. Objectives/Policy Statement

The City of Pittsburg, Kansas ("Recipient") owner of Atkinson Municipal Airport has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Recipient has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Recipient has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the Recipient to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also Recipient's policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts.
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law.
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
5. Help remove barriers to the participation of DBEs in DOT assisted contracts.
6. Promote the use of DBEs in all types of federally assisted contracts and procurement activities.
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE Program,
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The Public Works Director has been delegated as the DBE Liaison Officer (DBELO). In that capacity, the DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Recipient in its financial assistance agreements with the Department of Transportation.

Recipient has disseminated this policy statement to the city officials and all of the components of our organization. This statement will be distributed to DBE and non-DBE business communities that may perform work on Recipient's DOT-assisted contracts, upon request. The distribution was accomplished by email.

_____ _____

City Manager Date

GENERAL REQUIREMENTS

Section 26.1. Objectives
The objectives are elaborated in the policy statement on the first page of this program.

Section 26.3. Applicability
Recipient is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, et seq.

Section 26.5. Definitions
Recipient will use terms in this program that have their meanings defined in Part 26, § 26.5.

Section 26.7. Non-discrimination Requirements
Recipient will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, Recipient will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11. Data Collection and Reporting Requirements

Reporting to DOT
Recipient will provide data about its DBE Program to the Department as directed by DOT and its operating administrations. DBE participation will be reported to the Federal Aviation Administration (FAA) as follows:

> Recipient will transmit to FAA annually, by or before December 1, the information required for the "Uniform Report of DBE Awards or Commitments and Payments", as described in Part 26. Recipient will similarly report the required information about participating DBE firms. All reporting for this purpose will be done through the FAA's designated reporting system.

Bidders List
Recipient will collect bidders list information as described in § 26.11(c)(2) and enter it into the system designated by DOT. The purpose of the bidders list is to compile as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our federally assisted contracts for use in helping you set your overall goals, and to provide the Department with data for evaluating the extent to which the objectives of § 26.1 are being achieved.

Recipient will obtain the following bidders list information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each of our federally assisted contracts:

- Firm name
- Firm address including zip code
- Firm's status as a DBE or non-DBE
- Race and gender information for the firm's majority owner
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g. less than $1 million, $1-3 million, $3-6 million, $6-10 million, etc.) rather than requesting an exact figure from the firm.

Recipient will collect the data from all bidders for our federally assisted contracts by requiring the information in paragraph (c)(2) of this section to be submitted with their bids or initial responses to negotiated procurements.

Recipient will enter this data in the Department's designated system no later than December 1 following the fiscal year in which the relevant contract was awarded.

In the case of a ''design-build'' contracting situation where subcontracts will be solicited throughout the contract period as defined in a DBE Performance Plan pursuant to § 26.53(e), Recipient will enter the data no later than December 1 following the fiscal year in which the design-build contractor awards the relevant subcontract(s).

Recipient will maintain records documenting a firm's compliance with the requirements of this part. Other related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

Section 26.13. Assurances Recipients and Contractors Must Make
Recipient has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: Each financial assistance agreement Recipient signs with a DOT operating administration (or a primary recipient) will include the following assurance:

> The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Contract Assurance: Recipient will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

> The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
> 1) Withholding monthly progress payments.
> 2) Assessing sanctions.
> 3) Liquidated damages.
> 4) Disqualifying the contractor from future bidding as non-responsible.

ADMINISTRATIVE REQUIREMENTS

Section 26.21. DBE Program Updates
Recipient is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds $250,000 in FAA funds in a federal fiscal year.

Recipient is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and Recipient is in compliance with it and Part 26. Recipient will continue to carry out this program until all

funds from DOT financial assistance have been expended. Recipient does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted to the relevant operating administration for approval.

Section 26.23. Policy Statement
The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25. DBE Liaison Officer (DBELO)
The following individual has been designated as the DBE Liaison Officer for Recipient:

Director of Public Works
City of Pittsburg
201 W. 4th Street
Pittsburg, KS 66762
Phone: 620-240-5126

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Recipient complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the city commission concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment 2 to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has no staff and assistance from their consultant engineer, to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
5. Analyzes Recipient's progress toward attainment and identifies ways to improve progress.
6. Participates in pre-bid meetings.
7. Advises the governing body on DBE matters and achievement.
8. Determines contractor compliance with good faith efforts.

Section 26.2. DBE Financial Institutions
It is the policy of Recipient to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Availability of such institutions will be investigated on an annual basis.

The following efforts have been made to identify and use such institutions:

1. Investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community.
2. Obtain information on the availability of such institutions from the Minority Bank Deposit Program at https://fiscal.treasury.gov/mbdp/participants.html. No institutions have been identified on that website.

Section 26.29. Prompt Payment Mechanisms

Recipient requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law. Prompt payment and return of retainage requirements also apply to lower-tier subcontractors. In accordance with 49 CFR § 26.29, the Recipient established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the Recipient.

Recipient ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to § 26.29, Recipient has selected the following method to comply with this requirement:

> Recipient will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after Recipient payment to the prime contractor.
>
> For every airport construction project funded under Federal grant assistance programs, Recipient includes the applicable clause from FAA Advisory Circular 150/5370-10 (Section 90-06) pertaining to the selected retainage method. The applicable clause will be included verbatim. However, if state or local prompt payment laws provide for payment in less than 30 days, any reference to "30 days" will be revised accordingly.

Prompt Payment Monitoring for DBEs and Non-DBEs

Recipient clearly understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, Recipient undertakes proactive monitoring and oversight of prime contractors' compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through the following method(s):

- Informing prime contractors and subcontractors regarding the prompt payment requirement at the preconstruction conference and progress meetings.
- Providing information to subcontractors when requested that a payment has been made to a prime contractor to alert them to the start of the 30-day clock for payment

Recipient requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Recipient's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of Recipient or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- Recipient proactively reviews contract payments to DBE subcontractors at the completion of the project. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to Recipient by the prime contractor.

Prompt Payment Dispute Resolution

Recipient will take the following steps to resolve disputes as to whether timely prompt payment and retainage releases are being made as required by § 26.29.

- Recipient will meet in-person or via a teleconference with the parties involved in the dispute. The resident project representative and/or the project manager will be included in this meeting, if appropriate. Any meeting for the purpose of dispute resolution should include individuals

authorized to bind each interested party, including Recipient representative with authority to take any necessary enforcement action.

Recipient has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

- A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed. The following contract clauses will be included in the

  The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors. (Reference: Federal Contract Provisions for Construction and Equipment Contracts)

- The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. (Reference General Provisions, Section 90-06)

Prompt Payment Complaints
Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- If affected subcontractor is not comfortable contracting prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact the DBELO to initiate complaint.
- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by Recipient to resolve prompt payment disputes, affected subcontractor may contact the responsible FAA contact.
- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants
Recipient provides appropriate means to enforce the requirements of § 26.29. These means include:

- Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract

Recipient will actively implement the enforcement actions detailed above.

Section 26.31. Directory of Certified Firms
Recipient is a non-certifying member of the Kansas Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs and/or ACDBEs, and it contains all the elements required by §26.31. The directory lists all firms eligible to participate as a DBE and/or

ACDBE in the program. In the listing for each firm, the UCP directory includes the following details about the firm:

- Business address
- Business phone number
- Firm website(s)
- The types of work that the firm has been certified to perform as a DBE and/or ACDBE.
- The type of work a DBE and/or ACDBE is eligible to perform is listed by using the most specific NAICS code available to describe each type of work the firm performs. Pursuant to § 26.81(n)(1) and (3), the UCP directory allows for NAICS codes to be supplemented with specific descriptions of the type(s) of work the firm performs.
- The UCP directory may include additional data fields of other items readily verifiable in State or locally maintained databases, such as State licenses held, Pre-qualifications, and Bonding capacity.
- The UCP directory is an online system that permits the public to search and/or filter for DBEs by:
    1. Physical location
    2. NAICS code(s)
    3. Work descriptions
    4. All additional data fields of readily verifiable optional information described above.

The directory includes a prominently displayed disclaimer that states the information within the directory is not a guarantee of the DBE's capacity and ability to perform work.

Section 26.33 Over-concentration

Recipient has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development and Mentor-Protégé Programs

Recipient has not established a Business Development Program or a Mentor-Protégé Program as described by 49 CFR Part 26.

Section 26.37. Monitoring Responsibilities

Recipient implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, and describes and sets forth these mechanisms in this DBE program.

Recipient actively monitors attainment toward overall goals by maintaining running tally that provides for a comparison of cumulative DBE awards/commitments to DOT-assisted prime contract awards to determine whether our implementation of contract goals is projected to be sufficient to meet the annual goal. The running tally for overall goal monitoring will be maintained by the DBELO in a spreadsheet and updated following each contract award and each project completion. This mechanism to maintain a running tally of overall goal attainment will be used to inform Recipient's decisions to implement goals on contracts to be advertised, according to our established contract goal-setting process.

Recipient actively monitors participation with respect to each DBE commitment by using a running tally that provides for a comparison of payments made to each listed DBE. The tally for contract goal monitoring will be maintained by the DBELO in a spreadsheet and updated following each contract award and each project completion. These contract-specific running tallies will be used to determine whether the contractor has met its DBE commitment and whether any projected shortfall exists that requires the prime contractor's good faith efforts to address to meet the contract goal pursuant to § 26.53(g).

Monitoring Contracts and Work Sites

Recipient reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed, and such work is counted according to the requirements of § 26.55. Work site monitoring for counting and commercially useful function review is

performed by the DBELO. The monitoring of work sites to assess commercially useful functions will include observations and photographic documentation of people and equipment performing the work.

Contracting records are reviewed by the DBELO. Recipient will require prime contractors to provide copies of subcontracts for review, upon request. Reviews of contracting records will include verifying mandatory contract language is included in prime and subcontracts, verifying prohibited terms and conditions are not present, and to confirm the type and amount of work described in a subcontract aligns with representations made by the prime and subcontractor in any related letters of intent. Recipient will maintain records that contracting records have been reviewed and work sites have been monitored to ensure the counting of each DBE's participation is consistent with its function on the contract.

Section 26.39. Fostering Small Business Participation
Recipient has not created a Small Business element to structure contracting requirements to facilitate competition by small business concerns.

GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43. Set-asides or Quotas
Recipient does not use quotas or race-conscious set-asides in any way in the administration of this DBE program.

Section 26.45. Overall Goals
Recipient will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds $250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), Recipient will submit its Overall Three-year DBE Goal to FAA by August 1st of the year in which the goal is due, as required by the schedule established by FAA.

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If Recipient does not anticipate awarding prime contracts the cumulative total value of which exceeds $250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and Recipient will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. Recipient will use the DBE Directory information and Census Bureau Data. Recipient understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. Recipient will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the Recipient market.

In establishing the overall goal, Recipient will provide for consultation and publication. This includes consultation with the Kansas Department of Transportation to obtain information concerning the availability minority, women’s and general contractor groups, community organizations, and other officials

or organizations, which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses and the effects of discrimination on opportunities for DBEs. The consultation will occur before Recipient is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which Recipient engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, Recipient will publish a notice announcing the proposed overall goal before submission to the FAA on August 1st. The notice will be posted on Recipient's official internet web site and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by FAA, the revised goal will be posted on Recipient's official internet web site.

The Overall Three-Year DBE Goal submission to FAA will include any information and comments received, who provided the comment, and how Recipient considered and responded to any comments and information received before finalizing the goal.

Recipient will begin using the overall goal on October 1 of the relevant period, unless other instructions from FAA have been received.

Project Goals

If permitted or required by the FAA, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and it must meet all the substantive and procedural requirements pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

Prior Operating Administration Concurrence

Recipient understands that prior FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by Recipient for calculating goals is inadequate, FAA may, after consulting with Recipient, adjust the overall goal or require that the goal be adjusted by Recipient. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

Section 26.47. Failure to meet overall goals

Recipient cannot be penalized or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless Recipient fails to administer its DBE program in good faith.

Recipient understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

Recipient understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

(1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year.

(2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met.

(3) Recipient will prepare the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years and will make it available to FAA upon request.

Section 26.49. How are overall goals established for transit vehicle manufacturers?
Not Applicable.

Section 26.51. Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation
Recipient will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs.
2. Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors).
3. Ensuring distribution of the DBE directory, through electronic means, to the widest feasible universe of potential prime contractors.
4. Providing information on certification procedures, subcontracting, and bonding requirements.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

Contract Goals
If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order meet the overall goal.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals

Demonstration of good faith efforts (pre-award)
In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible.

Recipient will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

(1) Award of the contract will be conditioned on meeting the requirements of this section.

(2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
   a. The names and addresses of DBE firms that will participate in the contract.
   b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.
   c. The dollar amount of the participation of each DBE firm participating.
   d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal
   e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment. Each DBE listed to perform work as a regular dealer or distributor must confirm its participation according to the requirements of § 26.53 (c)(1).
   f. If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

(3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section no later than 2 days after bid opening as a matter of responsibility.

Provided that, in a negotiated procurement, such as a procurement for professional services, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by Recipient. This paragraph (b)(3)(ii) does not apply to a design-build procurement, which must follow the provisions in paragraph (e) of 49 CFR § 26.53.

For each DBE listed as a regular dealer or distributor Recipient will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in §§ 26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue. The preliminary determination will be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, Recipient will make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

In a design-build contracting situation, in which Recipient solicits proposals to design and build a project with minimal project details at time of letting, Recipient may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal.

The OEPP replaces the requirement to provide the information required in paragraph (b) of § 26.53(b). To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amounts) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, Recipient will provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. Recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

Recipient will apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, Recipient will count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

Administrative Reconsideration of Good Faith Efforts determinations

Within 2 days of being informed by Recipient that it is not responsible because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: City Manager, City of Pittsburg, 201 W. 4th St., Pittsburg, KS 66762, Phone 620-240-5123, Email: daron.hall@pittks.org. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/offeror made adequate good faith efforts to do. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedural requirements (post-solicitation/award)

Recipient will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that Recipient deems appropriate if the prime contractor fails to comply with the requirements of this section.

Recipient will require the awarded contractor to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Recipient will require that a prime contractor not terminate a DBE or any portion of its work listed in response to § 26.53(b)(2) (or an approved substitute DBE firm per § 26.53(g)) without our prior written consent, unless Recipient causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include but are not limited to when a prime contractor seeks to perform work originally designed for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

Recipient will include in each prime contract a provision stating that:

(1) The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains Recipient's written consent as provided in § 26.53(f); and
(2) Unless Recipient's consent is provided under § 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Recipient may provide such written consent only if it agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the listed DBE or any portion of its work.

Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged, or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of § 26.53(f)(3), good cause includes the following circumstances:

(1) The listed DBE subcontractor fails or refuses to execute a written contract.
(2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
(3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
(4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit worthiness.
(5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215, and 1200 or applicable state law.
(6) Recipient has determined that the listed DBE subcontractor is not a responsible contractor.
(7) The listed DBE subcontractor voluntarily withdraws from the project and provides to Recipient written notice of its withdrawal.
(8) The listed DBE is ineligible to receive DBE credit for the type of work required.
(9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
(10) Other documented good cause that Recipient determines compels the termination of the DBE subcontractor.

Before transmitting to Recipient, the request to terminate a DBE subcontractor or any portion of its work, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Recipient sent concurrently, of its intent to request to terminate and the reason for the proposed request.

The prime contractor's written notice must give the DBE five (5) days to respond, advising Recipient and the prime contractor of the reasons, if any, why it objects to the proposed termination of its subcontract or portion thereof and why Recipient should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), Recipient may provide a response period shorter than five (5) days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions or changes to DBEs, or their listed work put forward by offerors in negotiated procurements.

When a DBE subcontractor or a portion of its work is terminated by the prime contractor as provided in § 26.53(f), or if work committed to a DBE is reduced due to overestimations made prior to award, the prime contractor must use good faith efforts to include additional DBE participation to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If Recipient requests documentation under this provision, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the contractor. Recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

Section 26.55. Counting DBE Participation

DBE participation will be counted toward overall and contract goals as provided in § 26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in § 26.87(j).

For FAA-funded projects only, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and may be counted for DBE credit toward overall and contract goals on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

CERTIFICATION STANDARDS

Section 26.61 – 26.73. Certification Process

Recipient is a non-certifying member of the Kansas Unified Certification Program (UCP) and relies upon the UCP's determinations of certification eligibility. This UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Kansas Department of Transportation
Office of Civil Rights Compliance
Eisenhower State Office Building
700 SW Harrison Street, 3rd Floor West
Topeka, Kansas 66603
Phone: 800-854-3613
Email: KDOT.CivilRights@ks.gov
https://www.ksdot.gov/bureaus/divadmin/civilrights/

The Uniform Certification Application form, Personal Net Worth statement, and documentation requirements can be reviewed at https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply.

CERTIFICATION PROCEDURES

Any procedures included here are highlights only. Detailed certification procedures are enumerated in the full UCP agreement. The full UCP agreement can be found at:

https://www.ksdot.gov/divadmin/civilrights/

Section 26.81. Unified Certification Programs
Recipient is a member of a Unified Certification Program (UCP) administered by Kansas Department of Transportation. The UCP will meet all certification standards and procedures requirements of Subparts D and E of Part 26.

Section 26.83. through 26.89.
Not applicable to non-certifying agency.

Section 26.91. Actions Following DOT Certification Appeal Decisions
If Recipient is a certifier to which a DOT determination under § 26.89 is applicable, we will take any and all required action(s) pursuant to § 26.91.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101. Compliance Procedures

Recipient understands that if it fails to comply with any requirement of this part, Recipient may be subject to formal enforcement action under § 26.103 or § 26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122 requirements.

Recipient understands that, as provided in statute, it will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because it has been prevented from complying because a federal court has issued a final order in which the court found that the requirement is unconstitutional.

Section 26.103. Enforcement Actions Applicable to FHWA and FTA Programs
Not applicable.

Section 26.105. Enforcement Actions Applicable to FAA Programs
Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

The provisions of § 26.103(b) and this section apply to enforcement actions in FAA programs.

Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

Section 26.107. Enforcement Actions Applicable to Participating Firms
If a firm that does not meet the eligibility criteria of subpart D of this part attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

If a firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

The Department may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31.

The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

Section 26.109. Confidentiality, Cooperation, and Intimidation or Retaliation

In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under § 26.89 or to any other state to which the individual's firm has applied for certification under § 26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

Recipient, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. Recipient understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENTS

Attachment 1. Regulations: Link to 49 CFR Part 26 (eCFR)
Attachment 2. Organizational Chart
Attachment 3. Bidders List Collection Form
Attachment 4. Link to UCP Directory of Certified Firms
Attachment 5. Overall Goal Methodology
Attachment 6. Demonstration of Good Faith Efforts Forms
Attachment 7. DBE Monitoring and Enforcement Mechanisms
Attachment 8. Link to Certification Application Form and Personal Net Worth Statement
Attachment 9. Link to State's UCP Agreement

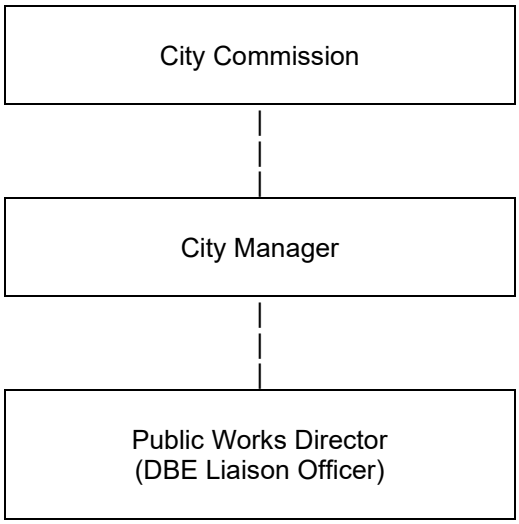
ATTACHMENT 1

DBE program regulations are codified in Title 49 of the Code of Federal Regulations, Part 26. They can be retrieved using the following link to the Electronic Code of Federal Regulations:

https://www.ecfr.gov/current/title-49/subtitle-A/part-26

ATTACHMENT 2

ORGANIZATIONAL CHART



ATTACHMENT 3

Bidders List Collection Form

SUBCONTRACTOR'S LIST
ALL SUBCONTRACTORS MUST BE LISTED.

Except for DBE firms included in the Letter(s) of Intent, use of subcontractors on this list is not mandatory. CFR § 26.11(c) requires airport sponsors to collect bidders list information from all bidders at the time of bid submittal. The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not). Attach additional pages if necessary.

AIP Project No.: _____ Airport Name: _____

Project Description: _____ Airport Location: _____

Firm Name	Street Address	City, State	Zip	DBE(1)
				Yes/No
NAICS Code(s)(2)	**Race of Majority Owner(3)**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts(4)**
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE(1)**
				Yes/No
NAICS Code(s)(2)	**Race of Majority Owner(3)**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts(4)**
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE(1)**
				Yes/No
NAICS Code(s)(2)	**Race of Majority Owner(3)**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts(4)**
Firm Name	**Street Address**	**City, State**	**Zip**	**DBE(1)**
				Yes/No
NAICS Code(s)(2)	**Race of Majority Owner(3)**	**Gender of Majority Owner**	**Age of Firm**	**Annual Gross Receipts(4)**

(1) Indicate if the firm is currently certified as a DBE by the state Department of Transportation for the state in the which the project is located.

(2) NAICS is the North American Industry Classification System. Only list the codes for the work that is proposed to be completed by the subcontractor. Information on NAICS can be found at www.census.gov/naics

(3) Use only these race/ethnicity classifications from 49 CFR part 26: Black American; Hispanic American; Native American; Asian Pacific American; Subcontinent Asian American; or Other

(4) Report the gross receipts using the following range of values: A) less than $1 million; B) $1-3 million; C) $3-6 million; D) $6-10 million, or E) more than $10 million.

ATTACHMENT 4

Kansas UCP Directory may be found here:

https://www.ksdot.gov/divadmin/civilrights/

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ATTACHMENT 5

Overall DBE Three-Year Goal Methodology

Name of Recipient: City of Pittsburg, Kansas

Airports Owned by Recipient: Atkinson Municipal Airport

Goal Period: FY25-27 – October 1, 2025 through September 30, 2027

DOT-assisted contract amount:	FY25	$1,543,186
	FY26	$1,295,000
	FY27	$0
	Total	**$2,838,186**

Overall Three-Year Goal: 3.46%, to be accomplished through 3.46% RC and 0% RN

Total dollar amount to be expended on DBEs: **$98,156**

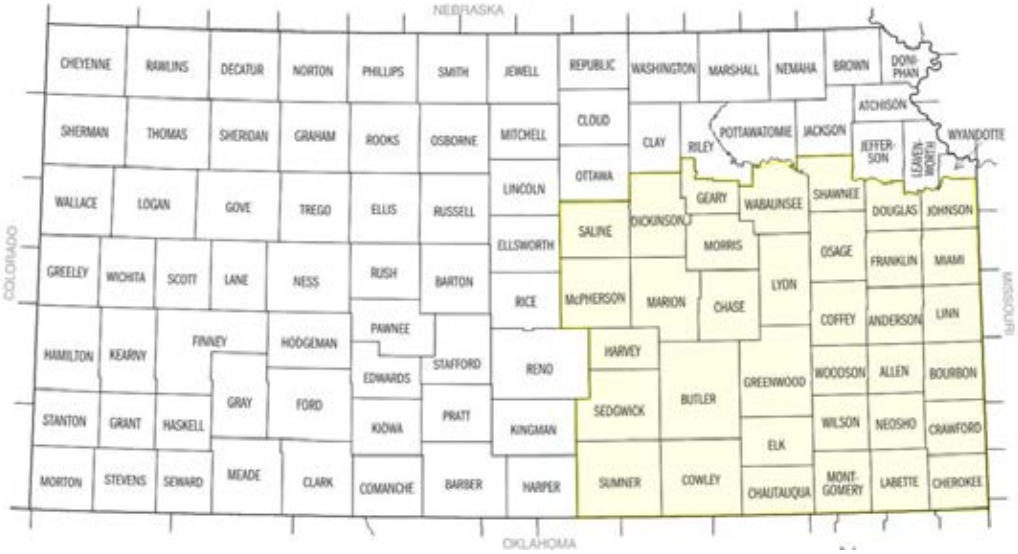
Number and Type of Contracts that the airport anticipates awarding:

Contracts Fiscal Year #1 (FY25)
1. Reconstruct Partial Parallel to RW 4/22and City Hangar Taxilane – $1,543,186

Contracts Fiscal Year #2 (FY26)
1. Runway 17/35 Surface Treatment - $1,295,000

Contracts Fiscal Year #3 (FY27)
1. None

Market Area: Firms located within the southeast quadrant of the state. The market area is the area in which the substantial majority of the airport's contractors and subcontractors that seek to do business with the airport and located and the area in which the airport spends the substantial majority of its contracting dollars. The market area includes the counties in the exhibit below.



Step 1. Relative Availability of DBEs

The step 1 figure for the relative availability was calculated as follows:

Method: Use DBE Directory found at Census Bureau Data from https://data.census.gov/cedsci/ and https://www.ksdot.gov/divadmin/civilrights/

Weighted Availability of DBE firms:
The table below lists the anticipated project awards for FY25-27.

Fiscal Year / Project Description	NAICS	NAICS Description	Total DBE Firms (a)	Total All Firms (b)	% DBE Firms (c) = (a/b)	Estimated Contract Amount (d)	Weighted DBE Availability (e = c*d)
2025 Taxiway Reconstruction	236210	Building Contractors	2	16	12.50%	$0	$0
	237310	Highway & Street Construction (major)	0	104	0.00%	$761,750	$0
	237310	Highway & Street Construction (minor)	21	104	20.19%	$42,500	$8,582
	238210	Electrical Contractors	6	803	0.75%	$120,250	$899
	238910	Site Preparation	12	442	2.71%	$528,402	$14,346
	541330	Professional, Scientific & Technical Services	18	882	2.04%	$90,284	$1,843
				Subtotal 2025:	**1.66% (e / d)**	**$1,543,185**	**$25,669**
2026 Runway Surface Treatment	236210	Building Contractors	2	16	12.50%	$0	$0
	237310	Highway & Street Construction (major)	0	104	0.00%	$492,000	$0
	237310	Highway & Street Construction (minor)	21	104	20.19%	$300,000	$60,577
	238210	Electrical Contractors	6	803	0.75%	$0	$0
	238910	Site Preparation	12	442	2.71%	$244,000	$6,624
	541330	Professional, Scientific & Technical Services	18	882	2.04%	$259,000	$5,286
				Subtotal 2026:	**5.60% (e / d)**	**$1,295,000**	**$72,487**
				Total FY25-27:	**3.46% (e / d)**	**$2,838,186**	**$98,156**

The base goal projection after weighting is as follows:

- Sum of Weighted DBE Availability (column e): $98,156
- Sum of Estimated Contract Amounts (column d): $2,838.186

Dividing the weighted DBE totals by the total estimated contracts for all trades gives an initial DBE availability figure for the projects anticipated during the goal-setting period. This figure is expressed as a percentage and serves as the basis for the three-year overall goal.

Weighted DBE Goal at Step 1 (column c): 3.46%

Step 2: Adjustments to Step 1 Base Figure

After calculating a base figure of the relative availability of DBEs, evidence was examined to determine what, if any, adjustment to the base figure was needed in order to arrive at the overall goal.

Past History Participation

Not enough historical data on DBE participation is available to reference to make an adjustment to the Step 1 base figure. Therefore, Recipient is adopting the Step 1 base figure as the overall goal for this three-year goal period.

Furthermore, there are no relevant disparity studies applicable to Recipient's contracting program and market area.

Step 3. Breakout of Estimated "Race and Gender Neutral" (RN) and "Race and Gender Conscious" (RC) Participation.

Recipient does not have a history of DBE participation or over-achievement of goals to reference and expects to obtain its DBE participation through the use of DBE contract goals or a conscious effort to obtain DBE participation. Therefore, the entire goal of 3.66% is to be obtained through race-conscious participation.

Recipient will monitor DBE participation on an ongoing basis during the goal period and adjust the estimated breakout of RN and RC DBE participation as needed.

Step 4. Public Participation

Consultation: In establishing the overall goal, Recipient provided for consultation and publication. This process included consultation with the Kansas Department of Transportation to obtain information concerning the minority, women's, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses and the effects of discrimination on opportunities for DBEs. The consultation included a notice that comments on the proposed goal can be submitted or communicated within 30 days of the notice. Due to the airport's remote non-metropolitan location, minority, women's, and general contractor groups and similar organizations have not previously attended consultation meetings and are not expected to do so in the future. An opportunity to send written comments or call provides a consultation method that has the highest probability of useful interaction.

A notice of the proposed goal was published on the Recipient official website before the methodology was submitted to FAA. The notice was published here: https://www.pittks.org/

If the proposed goal changes following review by FAA, the revised goal will be posted on Recipient official website.

Notwithstanding paragraph (f)(4) of §26.45, Recipient proposed goals will not be implemented until the stakeholder consultation requirement has been met.

PUBLIC NOTICE

Recipient hereby announces its proposed Disadvantaged Business Enterprise (DBE) participation goal of 3.46% for FAA-funded contracts/agreements. Recipient estimates that in meeting the established overall goal of 3.46%, it will obtain 0% from RN participation and 3.46% through RC measures. The proposed goal pertains to federal fiscal years 2025 through 2027. The proposed goal and its attendant methodology are available for inspection between 8:00 a.m. and 5:00 p.m. Monday through Friday at City Offices, 201 W. 4th Street, Pittsburg, KS 66762 for 30 days from the date of this publication. Comments on the DBE goal will be accepted for 30 days from the date of this publication and can be sent to the following:

Director of Public Works
City of Pittsburg
201 W. 4th Street
Pittsburg, KS 66762
Phone: 620-240-5126

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1, 2, and 3

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner:

- □ The bidder/offeror is committed to a minimum of ____ % DBE utilization on this contract.
- □ The bidder/offeror, while unable to meet the DBE goal of ____ %, is committed to a minimum of ____% DBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

_____

Bidder/offeror's Firm Name:

_____

Signature Date

DBE UTILIZATION SUMMARY

	Contract Amount		DBE Amount	Contract Percentage
DBE Prime Contractor	$_____	x 1.00 =	$_____	_____%
DBE Subcontractor	$_____	x 1.00 =	$_____	_____%
DBE Regular Dealer*	$_____	x 0.60 =	$_____	_____%
DBE Distributor*	$_____	x 0.40 =	$_____	_____%
DBE Manufacturer	$_____	x 1.00 =	$_____	_____%
Total Amount DBE			$_____	_____%
DBE Goal**				_____%

* If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, count 40 percent of the cost of materials or supplies (including transportation costs). as defined in § 26.55(e)(2)(iv)(A), (B), and (C) and (e)(3). **The "DBE Regular Dealer / Distributor Affirmation Form" must be completed to make this determination.**

** If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

FORM 2: LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name:_____
Authorized Representative:_____
Phone:_____ Email:_____

DBE Firm: DBE Firm:_____
Authorized Representative:_____
Phone:_____ Email:_____

DBE Certifying Agency: _____ Expiration Date:_____

Classification: ☐ Prime Contractor ☐ Regular Dealer* ☐ Subcontractor ☐ Distributor* ☐ Manufacturer ☐ Broker*

* Form 3 must be included

Work item(s) to be performed by DBE	Description of Work Item	NAICS Code	Quantity	Total

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is DBE contract amount: $_____

The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it **must enter into a subcontract with the DBE firm identified above** that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

_____ Date: _____
Signature of Bidder/Offeror's Authorized Representative

The above-named DBE firm affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation therefore.

_____ Date: _____
Signature of DBE Firm's Authorized Representative

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Form 3: DBE Regular Dealer/Distributor Affirmation Form

OMB Approval Pending 04/17/2024

U.S. Department of Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.
DISCLAIMER: This form has not yet received OMB/PRA approval and is subject to change. We are making it available for your voluntary use.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? ☐ **YES** ☐ **NO**

   (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.)

   a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characterisics (aka specialty items)?
   ☐ **YES** ☐ **NO** **(If "YES," Go to Question 2. If "NO" Continue.)**

   b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

   ☐ **YES** ☐ **NO*** **(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.**

   ***If 1.,1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?
   ☐ **YES** ☐ **NO[1]**

   (If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

   [1] If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility) ? ☐ **YES[2]** ☐ **NO[3]**

   a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased ? ☐ **YES[2]** ☐ **NO[3]**

   [2] If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

   [3] If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

ATTACHMENT 7

Administrative Enforcement Mechanisms

The **Recipient** has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract.
2. Breach of contract action, pursuant to state statutes.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

ATTACHMENT 8

DBE Certification Application Form and Personal Net Worth Statement:

https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply

ATTACHMENT 9

Kansas UCP Agreement can be found here:

https://www.ksdot.gov/divadmin/civilrights/

MEMORIAL AUDITORIUM AND CONVENTION CENTER
503 N PINE STREET, PITTSBURG, KS 66762
PHONE: (620) 231-7827 FAX: (620) 231-5967

2-14-2025

TO: Daron Hall – City Manager

FROM: Darcie Shultz – MACC General Manager

SUBJECT: Agenda Item – February 25, 2025
Digital Marquee Purchase Request

CC: Tammy Nagel – City Clerk

DIGITAL LED SINGLE-SIDED MARQUEE SIGN (CIRRUS 4MM) – Consider Memorial Auditorium staff request to purchase one Cirrus (4mm, 10' wide x 6' tall) single-sided LED display from Jayhawk Signs & Graphics of Pittsburg, Kansas, in the amount of $46,401.86 ($75% deposit due on signing in the amount of $34,801.40), **fully funded** through a private donation specifically allocated for this purpose at the appeal of the donor.

Memorial Auditorium followed the City's formal bid process and obtained three (3) quotes (two local and one out-of-state) with each company providing three (3) tiers of display quality. Jayhawk was the lowest bid at all quote levels.

Current signage is insufficient for the number of events Memorial Auditorium is hosting – limiting our marketing capabilities to one event at a time. This has increasingly become more of a challenge. The new, cutting-edge display will allow us to not only advertise multiple events at one time but provide better visibility and brand recognition for our customers and patrons.

Please see attached quote packet.

Thank you,
Darcie Shultz

Proposal #5393

11/5/2024

Prepared For:
Pittsburg Memorial Auditorium

Phone: 620-231-7827 Fax:
Alt. Phone:
E-Mail:

Prepared By:
Martin Dickinson
Jayhawk Signs
701 N. Grand
Pittsburg, KS 66762
USA

Phone: 620-235-1789 Fax: 620-235-1780
Alt. Phone:
E-Mail: info@jayhawksigns.com

Description:

LED display - 4mm.

Conditions - 1(Standard without underground work clause)

1) This estimate is based on our evaluation of the project. If any changes or unforseen problems should occur after the project has started then additional charges may apply.
2) If project requires artwork prepared by Jayhawk Signs & Graphics, LLC the first layout and two revisions are included in price, additional revisions will incurr additional charges.
3) Permit fees and sales tax, if applicable, will be added to invoice.
4) Installation of signage will be dependant on weather conditions and will be at the determination of Jayhawk Signs & Graphics, LLC.
5) Signage supplied by Jayhawk Signs & Graphics, LLC will remain our property until paid in full. Failure to pay for signage may result in removal of signage and/or legal action.
6) Upon delivery of signage to customers site all damage from fire or other causes shall be assumed by the customer and shall not affect the balance due to Jayhawk Signs & Graphics, LLC.

Quantity	Description	Each	Total	Taxable
1	To supply and install one Cirrus 4mm, 10' wide x 6' tall, single-sided LED display. Electrical to be supplied to the sign by the owner - Jayhawk Signs will connect the customer supplied wiring to the sign if it is located within 5' of required location for sign connection.	42703.11	$42,703.11	✓
1	To add 5 year labor warranty. Note: Cirrus includes a 5 year parts only warranty on all the signs .	3698.75	$3,698.75	✓

Terms:

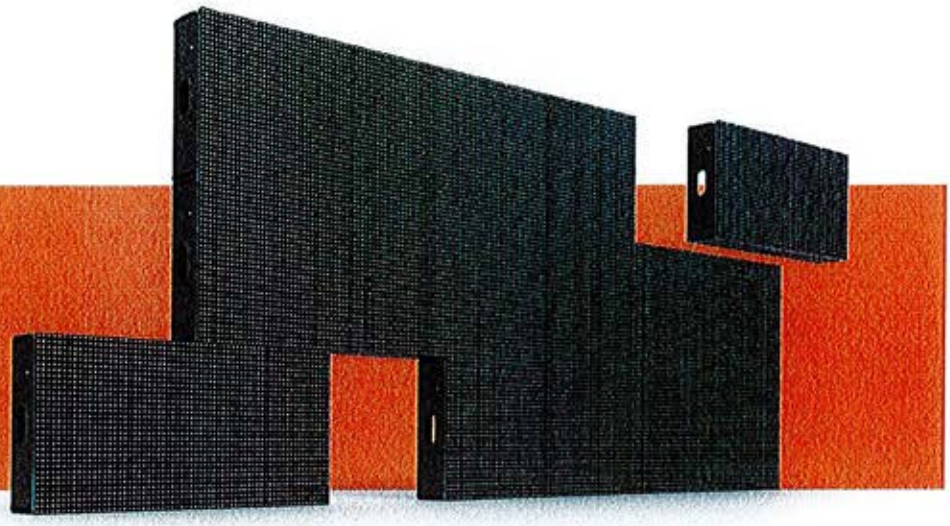
This proposal is good for 10 days. 75% deposit due on signing, 25% due on completion.

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms and conditions on this agreement.

Signed by **Date** **Amt. Paid Today**

Cirrus

Outdoor Displays



Say hello to the future of LED Displays

Introducing the all-new, redesigned Cirrus Outdoor LED Modules, the next generation in LED display technology that allows businesses to compete with other brands. The culmination of over two years of research & development, this generation of outdoor display panels offers a variety of features that are industry firsts.

Our new line delivers some power system upgrades. Drawing 45% less power than prior versions and any competitor, they are one of the most energy-efficient products on the market. This decrease in power consumption not only reduces utility bills month over month for sign owners but also dramatically reduces the cost of installation by eliminating the need for additional circuits and utilities. It also increases longevity due to heat reduction and cooler system operation.

New features

LOWER POWER CONSUMPTION

- 45% lower than BladeM and competitors, reducing lifetime cost
- Panels run cooler, increasing the longevity of the sign
- Install more modules on a single circuit - lowering the cost of installation for you and your customers

INCREASED DURABILITY

- Protected corners and edges protect the LED's during installation
- Stronger, more secure panel cables minimize power-related failure

NEW CONNECTORS

- Connectors click when they are properly connected
- Connectors are color-coded to speed up installation
- Increased pins on our connectors means you can now process 10x the amount of data

IMPROVED APPEARANCE & PERFORMANCE

- Increased perceived brightness and contrast
- Higher frame rates for smoother image transitions and videos

What this means for you

With greater durability, our modules are easier to install without risk of damage, allowing you to have more successful installations. Increased perceived brightness and lower power draw mean the modules can be run at a lower intensity, keeping the power bill low for your end-users. Cirrus Outdoor modules power consumption is comparable with throughput LED signs, keeping power costs lower for your customers while they enjoy a higher resolution sign. With higher frame rates and smoother transitions, your customers get the best-looking display on the market, hands down.

Features

A revolutionary and cutting-edge digital display guaranteed to transform your on-premise advertising. Our 12, 9, 6, and 4mm ultra-high resolution outdoor displays are more than just screens – they are effective communication tools that help you deliver impactful messaging.

- Solid-state technology
- IP65 rated with built-in power supply
- Future-proof modular architecture
- 24-48 hour turnaround time

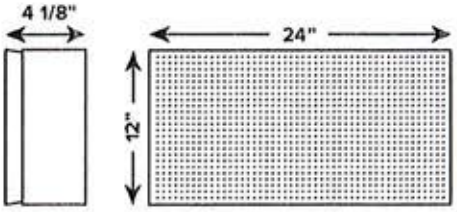
Includes

- Aluminum frames and hex bolts
- LED modules and controller
- Power and data cables
- ScreenHub software + lifetime training & support

Specs

High-strength extruded aluminum frame

Total: W 24" / H 12"/ D 4 1/8" / **Weight** 11.2 lbs.
Panel: D 7/8" / **Weight** 6.12 lbs.



Product information

Color	281 Trillion
Resolution (pitch)	12, 9, 6, and 4mm
Brightness (NITS)	7500
Panel dimensions	24"W / 12"H / 4 1/8"D / 11.2 lbs
Module matrix	12mm 24x48 / 9mm 32x64 / 6mm 48x96 / 4mm 64x128
Max watts per panel	12mm 70W / 9mm 105W / 6mm 115W / 4mm 130W
Min viewing distance	12mm 20ft / 9mm 12ft / 6mm 8ft / 4mm 4ft
Viewing angle	160° Horizontal / 90° Vertical
Refresh rate	60 FPS
AC input	Universal AC input (90-264VAC input range)
Temperature rating	-40°-158° Fahrenheit
WiFi connection	TP Link long-range high power bridge
Cellular broadband	5 Year cellular broadband available
Display life span	100,000 Hours
Warranty	5-year limited hardware / 5-year service (optional)

Cirrus HQ 200 West Rd. Portsmouth, NH. 03801 | **Tel** (877) 636-2331 | **Email** contact@cirrusled.com | **Web** www.cirrusled.com

Cirrus

Introducing

The Controller

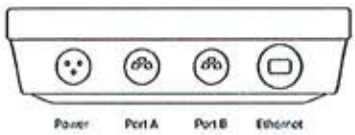
The most advanced controller ever built for the LED market has arrived

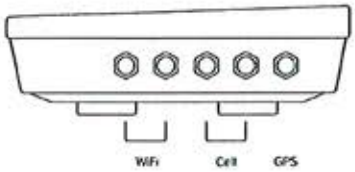
Meet the Controller, the newest member of the Outdoor family. Half the size, twice the power,and built with military grade SOM tech (system on a module).

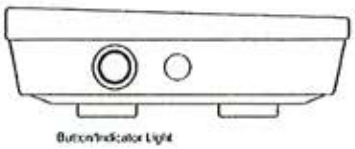
Features

- Industrial-grade design with a temperature rating of -40°–158° F
- Real-time performance and power monitoring visualized in ScreenHub
- Artificial intelligence built in to protect the display from incorrect/bad power
- Auto-mapping, patented automated module mapping
- Built-in cellular, WiFi, and hardwire connectivity
- Plug and play installation, no need to call tech support

Details







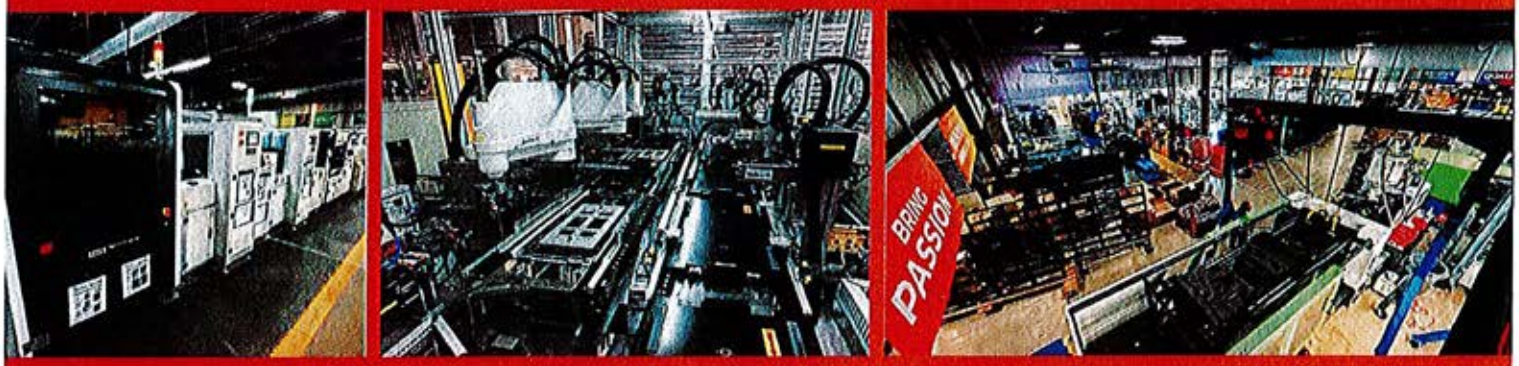
Product information

Compatibility	Outdoor Product 2022 and beyond
Dimensions	5.7"D / 2.9"H / 7.8"W (10" w/ mounting feet) / 3.16 lbs.
Temperature Rating	-40°–158° Fahrenheit
Cellular Broadband	5-year cellular broadband available
WiFi Connection	TP Link long-range high power bridge (optional)
Warranty	5-year hardware / 5-year service (optional)

Approvals: FCC, UL 879, CAN/CSA-C22.2 No. 207-M89

Cirrus HQ 200 West Rd. Portsmouth, NH. 03801 | **Tel** (877) 636-2331 | **Email** contact@cirrusled.com | **Web** www.cirrusled.com

Cirrus



A RoboRevolution Automated American Made Efficiency

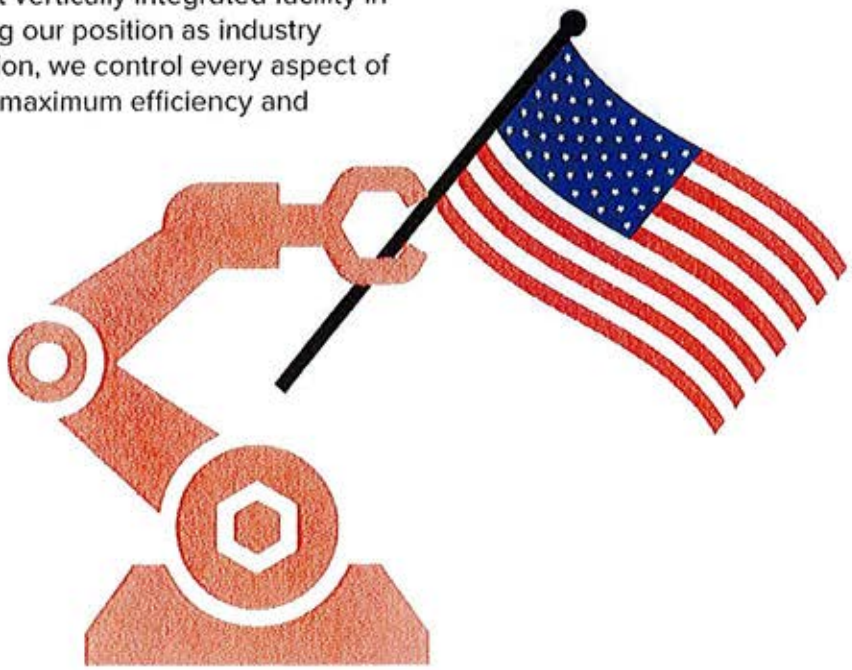
With Globally Sourced Premium Components

Setting a new standard for manufacturing excellence on a global scale.

www.cirrusled.com

It's not just advanced; it's revolutionary and unparalleled, setting a new standard for manufacturing excellence on a global scale. Covering a staggering 340 feet of continuous and automated electronic manufacturing, plastic injection molding, and CNC mills for our frames, our facility boasts state-of-the-art equipment that is nothing short of extraordinary.

We take great pride in being the most vertically integrated facility in all of North America, further solidifying our position as industry leaders. From conception to completion, we control every aspect of the manufacturing process, ensuring maximum efficiency and exceptional quality at every step.



FACTORY TOUR VIDEO

Electronics, Metal, Plastics

Cirrus leads the market with American-made LED hardware, boasting in-house electronics, metal fabrication, and plastic injection manufacturing. We prioritize domestic sources for our materials, assembling our products in Portsmouth, NH, to ensure quality and support local industries, even as some components are globally sourced.

Lower Cost

Automation has significantly decreased our labor cost per unit, but has also increased quality. Our new Outdoor product is the best hardware we have ever produced because of the precision of robotic assembly.

Increased Quality

Cirrus sets the industry standard with an impressive 0.42% failure rate, offering the market's most dependable LED displays. We select only top-tier LEDs, drivers, and power supplies, all assembled with state-of-the-art automation to ensure unmatched precision and quality.

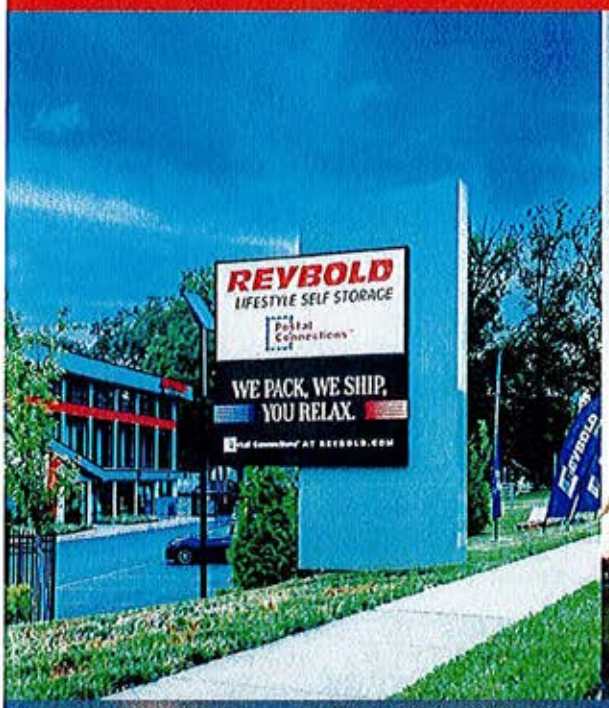
0.42%

Failure Rate

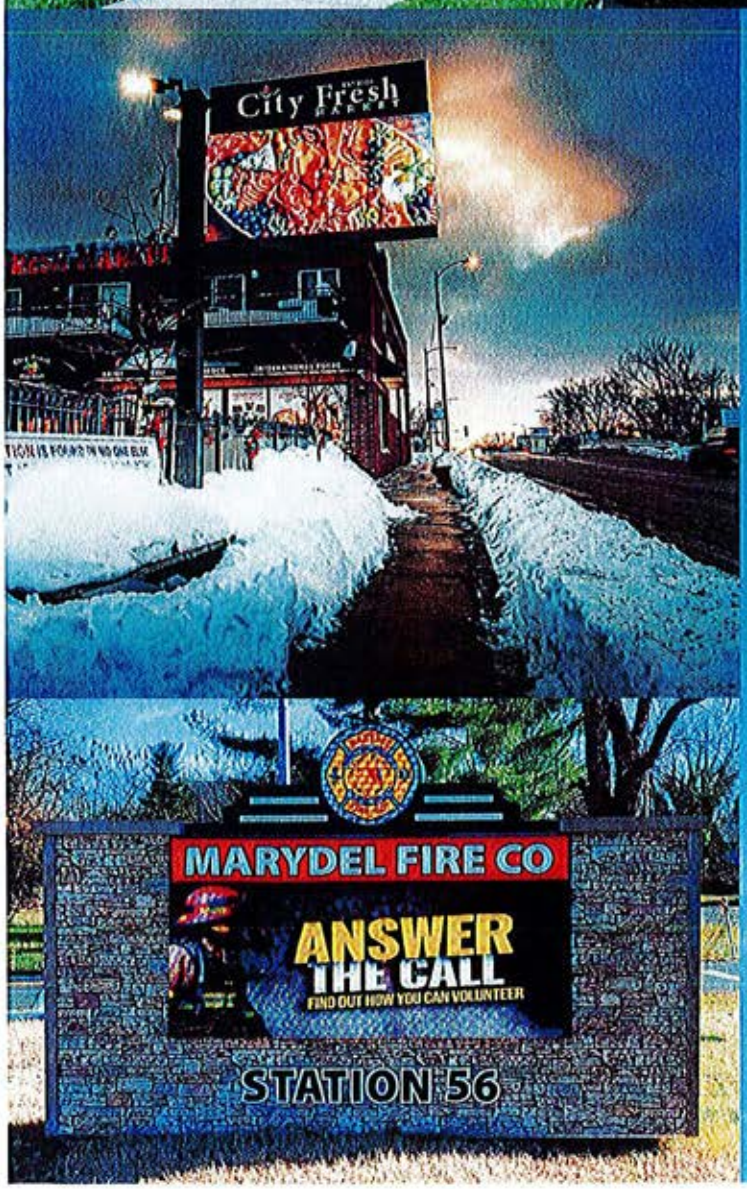
Cirrus vs the Competition

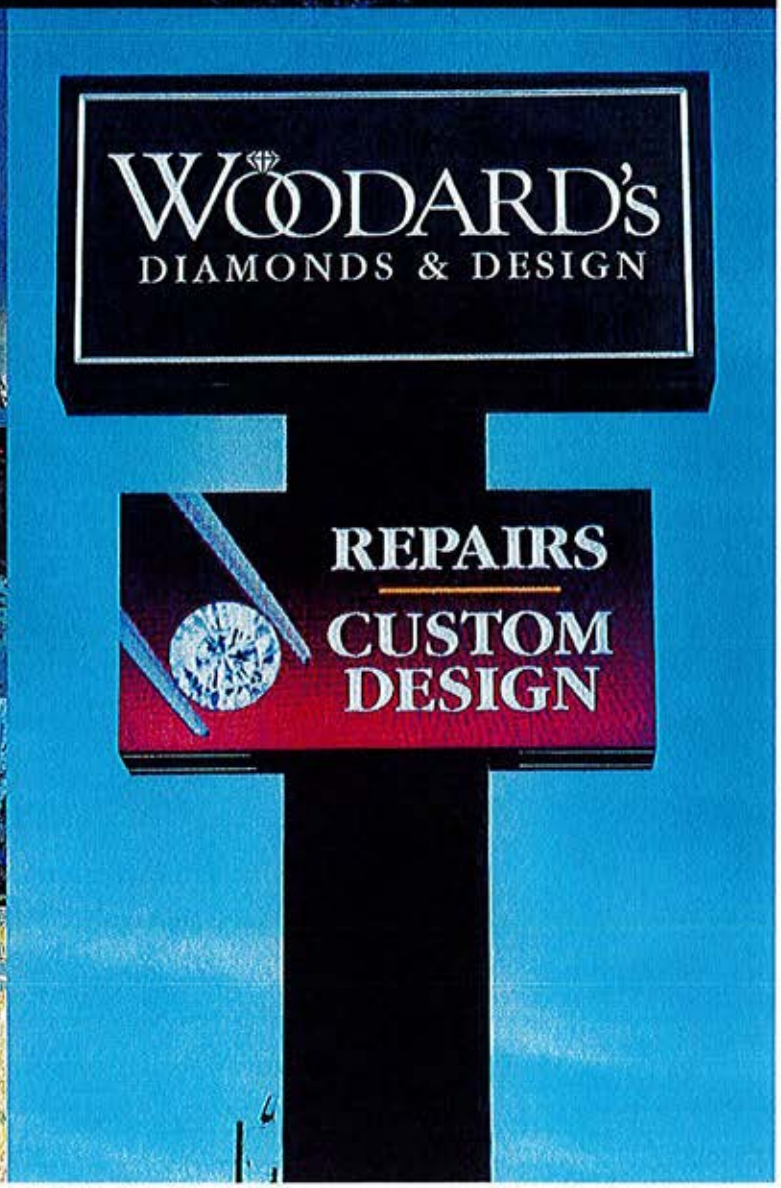
Our commitment to excellence is reflected in our superior failure rate and energy-efficient displays that significantly reduce the total cost of ownership. While others remain reactive, Cirrus leads with proactive display monitoring and cutting-edge pixel error detection, keeping your message clear and consistent. Our state-of-the-art solid-state, modular technology contrasts sharply with the non-modular options available elsewhere.

Cirrus	Competition
Vertically Integrated and automated US Factory... Electronics, Plastics & Metal	Most competitors do not manufacture in the US. The ones who do, are not vertically integrated and automated
0.42% Failure Rate on Latest Generation and End-User Performance Dash in Software	**1.8%** or More Failure Rate and **NO** end-user performance dash
Pro-Active Display Monitoring and Automated Protection	**Reactive** Display Servicing with **NO** Automated Protection
Power Consumption & Cost of Ownership is **LESS**	Power Consumption & Cost of Ownership is **MORE**
Modular and Future Proof. Easily Upgrade Your Display	Not Modular and **CANNOT** be Upgraded Over Time
Solid State - **No Moving Parts or Wires**	**100s of Wires** and Moving Parts, With Many Failure Points
Pixel Error Detection - We'll know when a single pixel is out	**NO** Pixel Error Detection
Ships in 24 hours and Support Response Time in 60 Seconds	**6-8 Week Lead Time** and Support Response Time 20-30 min


REYBOLD
LIFESTYLE SELF STORAGE
Postal Connections
WE PACK, WE SHIP,
YOU RELAX.

Ford
Ford
Motorcraft
BATTERIES
Sold
Here


City Fresh
MARYDEL FIRE CO
ANSWER
THE CALL
FIND OUT HOW YOU CAN VOLUNTEER
STATION 56


WOODARD'S
DIAMONDS & DESIGN
REPAIRS
CUSTOM
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City of Pittsburg
Forward Together.

COMMUNITY DEVELOPMENT
AND HOUSING
201 West 4th Street ·
Pittsburg KS 66762

(620) 230-5550
www.pittks.org

INTEROFFICE MEMORANDUM

To: Daron Hall, Tammy Nagel

From: Kim Froman Director of Community Development and Housing

Date: February 18, 2025

Subject: Amending Section 6-2 of the Pittsburg City Code

An ordinance amending Section 6-2 of the Pittsburg City Code to permit persons under age 21 to enter the premises of an outdoor entertainment and recreation area which dispenses and sells alcoholic liquor or cereal malt beverage in the City of Pittsburg.

Please place on the consider agenda for the February 25, 2025 Commission Meeting.

Contact me with any questions and thank you.

Kim Froman
Director of Community Development and Housing

(Published in The Morning Sun _____, 2025)

ORDINANCE NO. G-1371

AN ORDINANCE, amending Section 6-2 of the Pittsburg City Code to permit persons under age 21 to enter the premises of an outdoor entertainment and recreation area which dispenses and sells alcoholic liquor or cereal malt beverage in the City of Pittsburg.

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

Section One. Section 6-2 of the Pittsburg City Code is hereby amended to read:
Sec. 6-2. Prohibiting entry of persons under age 21.

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

Alcoholic liquor, caterer, cereal malt beverage, class A club, class B club, club, drinking establishment, and temporary permit mean as set forth in Section 6-181.

Axe throwing club means a premises which include a minimum of four (4) axe throwing lanes and where the axes, throwing lanes, ceiling height, lane width and safety standards adhere to the restrictions and specifications set forth herein in subsection (d).

Dispense or sold means to furnish, transfer, exchange or barter in any manner or by any means whatsoever, with or without a consideration, cereal malt beverage and/or alcoholic liquor.

Food means any raw, cooked or processed edible substance or ingredient, other than alcoholic liquor or cereal malt beverage, used or intended for use or for sale, in whole or in part for human consumption.

Licensee or permit holder means either a partnership, association or corporation including the agents, officers, and employees thereof, or a natural person holding a license or permit to operate a club or drinking establishment, or holding a caterer's license, a temporary permit, or a license to sell cereal malt beverage and/or alcoholic liquor for consumption on the premises.

Outdoor entertainment and recreation area means an area that is wholly or partially outside of a fully enclosed permanent structure which is used primarily for seating, dining, broadcast, recreational and live entertainment, and enclosed by permanent perimeter barriers.

Pool hall means a premises where the primary business relates to customers engaging in billiards or pool.

Premises means the location of any place, whether or not licensed for the sale of cereal malt beverage and/or alcoholic liquor, where either cereal malt beverage or alcoholic liquor is dispensed or sold for consumption on the premises.

Restaurant means a business that prepares and sells food directly to consumers for immediate consumption on the premises.

Recreational, broadcast and live entertainment means any entertainment activity provided for pleasure, enjoyment, recreation, and relaxation including but not limited to, pre-recorded music, musical performances, movies, television programs or internet transmissions, theatrical performances, speakers, poetry readings, art exhibitions, games and other similar entertainment activities.

(b) *Unlawful entry; licensee or permit holder absolutely liable*.

(1) It shall be unlawful and the licensee or permit holder shall be absolutely liable, whether with or without consent or knowledge, if any person under 21 years of age enters or remains upon any premises where cereal malt beverage and/or alcoholic liquor is dispensed or sold for consumption on the premises. This Section shall not apply to persons under 21 years of age who are on the premises if accompanied by a parent or a legal guardian.

(2) It shall be unlawful for any licensee or permit holder, or any owner, officer or employee thereof, to knowingly or unknowingly permit any 21 years of age to enter or remain upon any premises where cereal malt beverage and/or alcoholic liquor is dispensed or sold for consumption on the premises. This Section shall not apply to persons under 21 years of age who are on the premises if accompanied by a parent or legal guardian.

(3) It shall be a defense to the prosecution hereof if the person under 21 years of age exhibited to the defendant an unexpired driver's license, state nondriver's identification card or other official or apparently official document, containing a photograph of the person which purported to establish that such person was 21 or more years of age.

(c) *Unlawful entry; minor*. It shall be unlawful for any person under 21 years of age to enter or remain upon the premises of a licensee or permit holder where cereal malt beverage and/or alcoholic liquor is dispensed or sold for consumption on the premises. This Section shall not apply to persons under 21 years of age who are on the premises accompanied by a parent or a legal guardian.

(d) *Premises exempted*.

(1) This Section shall not apply to and shall exempt the following licensees or permit holders, and any owners, officers or employees thereof:

i. Premises used primarily as a bowling alley;

ii. Any member in good standing of a veteran's organization while on the premises of the veteran's organization if he is a member thereof;

iii. A restaurant which derives at least sixty percent (60%) of its gross revenues from the bona fide sale of food for consumption on the premises;

iv. Premises used primarily as an axe throwing club which shall include; a minimum of four (4) axe throwing lanes with a minimum ceiling height of ten (10) feet and a minimum lane width of six (6) feet within the axe throwing lanes; which prohibits the throwing of axes under twelve (12) inches in length and with a maximum head weight over two (2) pounds; and which complies with the safety standards promulgated by the World Axe Throwing League; and

v. Premises used as an outdoor entertainment and recreation area.

(2) However, none of the premises mentioned in this Section shall be exempt from the provision of this Section if persons under the age of 21 are allowed to enter or remain on the premises while a dance is occurring on the premises.

(e) *Additional exemptions*. Further, this Section shall not apply to and shall exempt from its provisions the following premises:

(1) Four Oaks Complex, the Memorial Auditorium, Lincoln Center, Schlanger Community Center, and the Senior Center at 3003 North Joplin Street;

(2) Premises which are furnished to or occupied by any state officer or employee as a residence;

(3) A private dining room of a hotel or motel, if the dining room is rented or made available on a special occasion only to an individual or organization for a private party and if no sale of alcoholic liquor takes place;

(4) Lincoln Park during the Fourth of July celebration if cereal malt beverage is sold by a licensee or permit holder who has received permission from the Governing Body to transfer such license or permit for the particular occasion; and

(f) *Additional qualified exemptions.* This Section shall also not apply to and shall exempt from its provisions the following premises only between the hours of 11:00 a.m. and 9:00 p.m.:

(1) Premises used primarily as a pool hall; and

(2) A restaurant which derives less than sixty percent (60%) of its gross revenues from the bona fide sale of food for consumption on the premises.

(g) *Underage employees and vendors allowed*. Notwithstanding any provisions of this Section, it shall not be a violation of this Section for an employee of a licensee or permit holder who is at least 18 years of age to enter or remain on the premises, provided that the employee is under the on-premises supervision of the licensee or permit holder or an employee who is 21 years of age or older; or for an employee of a vendor to enter for the purpose of providing goods and services to the licensee or permit holder and remain only so long as to provide such goods and services.

(h) *Violations; penalty*. Violation of this Section is a misdemeanor punishable by a fine of not less than $100 and not more than $250 or imprisonment not exceeding 30 days, or both.

Section Two. This Ordinance shall take effect and be in force from and after its approval and publication in the official city newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY of the City of Pittsburg, Kansas this _____day of _____, 2025.

_____
Dawn McNay - Mayor

ATTEST:

_____
Tammy Nagel - City Clerk

City of Pittsburg
Forward Together.

DEPARTMENT OF PUBLIC WORKS & UTILITIES
1506 North Walnut · Pittsburg KS 66762
(620) 240-5126
www.pittks.org

Interoffice Memorandum

TO: DARON HALL
City Manager

FROM: MATT BACON
Director of Public Works & Utilities

DATE: February 17, 2025

SUBJECT: Agenda Item – February 25th 2025
Disposition of Bids
Wastewater Treatment Plant

Bids were received on Wednesday, January 29th, 2024, for the City of Pittsburg Wastewater Treatment Plant Project. The City received two (2) bids (see attached bid tab sheet). After reviewing the bids received, City staff along with Earles Engineering & Inspection is recommending that the bid for the project be awarded to Crossland Heavy Contractors of Columbus Kansas for their low bid of $59,727,166.00. Staff is recommending the City enter into a contract with Crossland Heavy pending final approval from KDHE.

This project will be funded in part through the Kansas State Revolving Fund (SRF).

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 25th, 2025? Action being requested is to approve or disapprove staff's recommendation and, if approved, authorize the Mayor and City Clerk to execute the contract documents once prepared with final approval for the project from KDHE.

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

Attachment: Bid Tabulation
Earles Engineering & Inspection Letter of Recommendation

Earles Engineering & Inspection, Inc.

Civil, Structural & Environmental Engineers, Construction Inspectors, Surveyors
McPherson, KS

EEI Project No. 20-306
1/29/2025

Pittsburg, Ks WWTF Improvements

Item No.	*Item*	*Estimated Quantity*	*Unit*	ENGINEER'S ESTIMATE *Unit Cost*	ENGINEER'S ESTIMATE *Extension*	Crossland Heavy Contractors, Inc. *Unit Cost*	Crossland Heavy Contractors, Inc. *Extension*	Branco Enterprises, Inc. *Unit Cost*	Branco Enterprises, Inc. *Extension*
	BASE BID					*BASE BID*		*BASE BID*	
1	Mobilization	1	L.S.	$ 568,000.00	$ 568,000.00	$ 2,700,000.00	$ 2,700,000.00	$ 5,989,300.40	$ 5,989,300.40
2	Develop, Inspect and Maintain SWPPP	1	L.S.	$ 12,000.00	$ 12,000.00	$ 15,000.00	$ 15,000.00	$ 38,000.00	$ 38,000.00
3	Erosion Control	1	L.S.	$ 91,000.00	$ 91,000.00	$ 20,000.00	$ 20,000.00	$ 133,700.00	$ 133,700.00
4	Demolition	1	L.S.	$ 372,750.00	$ 372,750.00	$ 700,000.00	$ 700,000.00	$ 414,100.00	$ 414,100.00
5	Clearing and Grubbing	1	L.S.	$ 89,750.00	$ 89,750.00	$ 100,000.00	$ 100,000.00	$ 11,300.00	$ 11,300.00
6	Site Earthwork	1	L.S.	$ 3,372,000.00	$ 3,372,000.00	$ 1,900,000.00	$ 1,900,000.00	$ 1,042,200.00	$ 1,042,200.00
7	8-inch Concrete Pavement	14158	Sq. Yd.	$ 180.00	$ 2,548,440.00	$ 79.00	$ 1,118,482.00	$ 85.00	$ 1,203,430.00
8	4-inch Concrete Sidewalk	2500	Sq. Yd.	$ 95.00	$ 237,500.00	$ 71.00	$ 177,500.00	$ 64.00	$ 160,000.00
9	Concrete Curb & Gutter	1178	L.F.	$ 75.00	$ 88,350.00	$ 50.00	$ 58,900.00	$ 45.00	$ 53,010.00
10	6-Foot Chain Link Fence	1	L.S.	$ 480,000.00	$ 480,000.00	$ 145,000.00	$ 145,000.00	$ 231,100.00	$ 231,100.00
11	Gas Line	1	L.S.	$ 229,500.00	$ 229,500.00	$ 275,000.00	$ 275,000.00	$ 264,800.00	$ 264,800.00
12	Aggregate Surfacing	9,476	Sq. Yd.	$ 60.00	$ 568,560.00	$ 9.00	$ 85,284.00	$ 9.60	$ 90,969.60
13	Seeding, Fertilizing & Mulching (3.82 ac)	1	L.S.	$ 22,100.00	$ 22,100.00	$ 260,000.00	$ 260,000.00	$ 109,700.00	$ 109,700.00
14	Control Structure No. 1	1	L.S.	$ 141,300.00	$ 141,300.00	$ 225,000.00	$ 225,000.00	$ 509,000.00	$ 509,000.00
15	Control Structure No. 2	1	L.S.	$ 172,500.00	$ 172,500.00	$ 390,000.00	$ 390,000.00	$ 369,200.00	$ 369,200.00
16	Control Structure No. 3	1	L.S.	$ 177,000.00	$ 177,000.00	$ 400,000.00	$ 400,000.00	$ 378,700.00	$ 378,700.00
17	Control Structure No. 4	1	L.S.	$ 162,250.00	$ 162,250.00	$ 450,000.00	$ 450,000.00	$ 444,100.00	$ 444,100.00
18	Control Structure No. 5	1	L.S.	$ 167,250.00	$ 167,250.00	$ 300,000.00	$ 300,000.00	$ 318,600.00	$ 318,600.00
19	Ex. Cascade Structure Modifications	1	L.S.	$ 178,500.00	$ 178,500.00	$ 225,000.00	$ 225,000.00	$ 325,000.00	$ 325,000.00
20	Influent Pump Station Building	1	L.S.	$ 1,720,000.00	$ 1,720,000.00	$ 2,500,000.00	$ 2,500,000.00	$ 2,524,000.00	$ 2,524,000.00
21	Headworks Building	1	L.S.	$ 1,741,000.00	$ 1,741,000.00	$ 3,000,000.00	$ 3,000,000.00	$ 2,281,200.00	$ 2,281,200.00
22	BNR Carrousel Structure	1	L.S.	$ 12,923,000.00	$ 12,923,000.00	$ 7,350,000.00	$ 7,350,000.00	$ 5,746,100.00	$ 5,746,100.00
23	Chemical Feed Building & Equipment	1	L.S.	$ 271,000.00	$ 271,000.00	$ 500,000.00	$ 500,000.00	$ 1,526,600.00	$ 1,526,600.00
24	Launder Trough Clarifiers A & B, Structures & Equipment	1	L.S.	$ 4,356,000.00	$ 4,356,000.00	$ 3,800,000.00	$ 3,800,000.00	$ 4,191,500.00	$ 4,191,500.00
25	Aerobic Digester Tank A, Structure & Equipment	1	L.S.	$ 896,500.00	$ 896,500.00	$ 950,000.00	$ 950,000.00	$ 871,200.00	$ 871,200.00
26	UV Building	1	L.S.	$ 2,022,000.00	$ 2,022,000.00	$ 2,200,000.00	$ 2,200,000.00	$ 2,305,200.00	$ 2,305,200.00
27	Solids Handling Building	1	L.S.	$ 2,000,500.00	$ 2,000,500.00	$ 2,000,000.00	$ 2,000,000.00	$ 2,062,200.00	$ 2,062,200.00
28	Class A Sludge Building	1	L.S.	$ 2,396,000.00	$ 2,396,000.00	$ 1,800,000.00	$ 1,800,000.00	$ 1,597,100.00	$ 1,597,100.00
29	Vac Truck Dump Station	1	L.S.	$ 61,200.00	$ 61,200.00	$ 85,000.00	$ 85,000.00	$ 85,500.00	$ 85,500.00
30	RV Dump Station	1	L.S.	$ 93,000.00	$ 93,000.00	$ 95,000.00	$ 95,000.00	$ 226,200.00	$ 226,200.00
31	Ex. Schreiber Aeration Basin Modifications	1	L.S.	$ 500,000.00	$ 500,000.00	$ 700,000.00	$ 700,000.00	$ 572,000.00	$ 572,000.00
32	Ex. Schreiber Clarifier Modifications	1	L.S.	$ 422,000.00	$ 422,000.00	$ 675,000.00	$ 675,000.00	$ 496,000.00	$ 496,000.00
33	Ex. Schreiber Digester Tank B & Thickener Tank C Modifications	1	L.S.	$ 224,750.00	$ 224,750.00	$ 500,000.00	$ 500,000.00	$ 420,000.00	$ 420,000.00
34	Influent Pump Station Pumps & Piping	1	L.S.	$ 1,283,500.00	$ 1,283,500.00	$ 1,300,000.00	$ 1,300,000.00	$ 543,000.00	$ 543,000.00
35	Headworks Building Equipment	1	L.S.	$ 1,883,000.00	$ 1,883,000.00	$ 2,000,000.00	$ 2,000,000.00	$ 2,108,000.00	$ 2,108,000.00
36	BNR Carrousel Equipment	1	L.S.	$ 3,164,000.00	$ 3,164,000.00	$ 3,400,000.00	$ 3,400,000.00	$ 3,433,000.00	$ 3,433,000.00
37	UV Building Pumps, Piping & Equipment	1	L.S.	$ 3,313,000.00	$ 3,313,000.00	$ 3,400,000.00	$ 3,400,000.00	$ 2,955,000.00	$ 2,955,000.00
38	Solids Handling Building Pumps and Piping	1	L.S.	$ 1,756,000.00	$ 1,756,000.00	$ 1,800,000.00	$ 1,800,000.00	$ 1,408,000.00	$ 1,408,000.00
39	Solids Dewatering System	1	L.S.	$ 641,500.00	$ 641,500.00	$ 450,000.00	$ 450,000.00	$ 462,000.00	$ 462,000.00
40	Class A Sludge Building Equipment	1	L.S.	$ 4,134,750.00	$ 4,134,750.00	$ 3,500,000.00	$ 3,500,000.00	$ 3,708,000.00	$ 3,708,000.00
41	Manholes	1	L.S.	$ 413,100.00	$ 413,100.00	$ 225,000.00	$ 225,000.00	$ 425,000.00	$ 425,000.00
42	Water Lines	1	L.S.	$ 435,500.00	$ 435,500.00	$ 450,000.00	$ 450,000.00	$ 578,000.00	$ 578,000.00
43	Force Main	1	L.S.	$ 121,750.00	$ 121,750.00	$ 160,000.00	$ 160,000.00	$ 291,000.00	$ 291,000.00

Earles Engineering & Inspection, Inc.

Civil, Structural & Environmental Engineers, Construction Inspectors, Surveyors
McPherson, KS

EEI Project No. 20-306
1/29/2025

Pittsburg, Ks WWTF Improvements

Item No.	Item	Estimated Quantity	Unit	ENGINEER'S ESTIMATE Unit Cost	ENGINEER'S ESTIMATE Extension	Crossland Heavy Contractors, Inc. Unit Cost	Crossland Heavy Contractors, Inc. Extension	Branco Enterprises, Inc. Unit Cost	Branco Enterprises, Inc. Extension
	BASE BID					*BASE BID*		*BASE BID*	
44	Yard Piping	1	L.S.	$ 2,526,000.00	$ 2,526,000.00	$ 1,900,000.00	$ 1,900,000.00	$ 3,601,000.00	$ 3,601,000.00
45	RAS Yard Piping	1	L.S.	$ 115,000.00	$ 115,000.00	$ 170,000.00	$ 170,000.00	$ 431,000.00	$ 431,000.00
46	West Storm Sewer	1	L.S.	$ 616,750.00	$ 616,750.00	$ 200,000.00	$ 200,000.00	$ 265,000.00	$ 265,000.00
47	SCADA System	1	L.S.	$ 650,250.00	$ 650,250.00	$ 650,000.00	$ 650,000.00	$ 750,000.00	$ 750,000.00
48	Electrical Work	1	L.S.	$ 765,000.00	$ 765,000.00	$ 3,300,000.00	$ 3,300,000.00	$ 2,805,000.00	$ 2,805,000.00
49	Standby Generator	1	L.S.	$ 153,000.00	$ 153,000.00	$ 165,000.00	$ 165,000.00	$ 169,000.00	$ 169,000.00
50	Construction Staking (By EEI)	1	L.S.	$ 325,000.00	$ 325,000.00	$ 325,000.00	$ 325,000.00	$ 325,000.00	$ 325,000.00
	TOTAL PITTSBURG WASTEWATER TREATMENT FACILITY IMPROVEMENTS BASE BID:				**$ 61,602,800.00**		**$ 59,095,166.00**		**$ 61,248,010.00**
	Pittsburg Wastewater Treatment Facility Improvements – Alternate No. 1 Bid					**Alternate Bid No. 1**		**Alternate Bid No. 1**	
24	Deduct: Launder Trough Clarifiers A & B, Structures & Equipment	1	L.S.	$ (4,356,000.00)	$ (4,356,000.00)		$ (3,800,000.00)		$ (312,000.00)
51	Add: Alternate, Submerged Effluent Launder Clarifiers A & B, Structures and Equipment	1	L.S.	$ 4,089,500.00	$ 4,089,500.00		$ 3,600,000.00		$ 69,000.00
	TOTAL PITTSBURG WASTEWATER TREATMENT FACILITY IMPROVEMENTS ALTERNATE NO. 1 BID:				**$ (266,500.00)**		**$ (200,000.00)**		**$ (243,000.00)**
	Pittsburg Wastewater Treatment Facility Improvements – Alternate No. 2 Bid					**Alternate Bid No. 2**		**Alternate Bid No. 2**	
52	Extraneous Flow Pumps & Piping	1	L.S.	$ 1,124,000.00	$ 1,124,000.00		$ 750,000.00		$ 342,000.00
53	Extraneous Flow Force Main	1	L.S.	$ 275,500.00	$ 275,500.00		$ 82,000.00		$ 173,000.00
	TOTAL PITTSBURG WASTEWATER TREATMENT FACILITY IMPROVEMENTS ALTERNATE NO. 2 BID:				**$ 1,399,500.00**		**$ 832,000.00**		**$ 515,000.00**
	TOTAL PITTSBURG WASTEWATER TREATMENT FACILITY IMPROVEMENTS BASE BID + ALTERNATE NO. 1 & 2 BID:				**$ 62,735,800.00**		**$ 59,727,166.00**		**$ 61,520,010.00**
	ADDENDA - 1 thru 4						yes		yes
	Bid Bond						yes		yes
	Days to Substantial Completion						820		1250
	Days to Final Completion						880		1280

Earles Engineering & Inspection, Inc.

Civil & Structural Engineers · Construction Inspectors · Surveyors
116 N Augustus St.; McPherson, Kansas 67460 Phone: (785) 309 - 1060
211 N. Kansas Ave.; Liberal, Kansas 67901 Phone: (620) 626 - 8912
112 W 4th St.; Pittsburg, Kansas 66762 Phone: (620) 308 - 5577
WOMEN OWNED MINORITY FIRM - email: earlesinc@earleseng.com web: earlesengineering.com

February 11, 2025

Kansas Department of Health & Environment
Municipal Programs
1000 SW Jackson Street
Suite 420
Topeka, KS 66612

Attn.: Ryan Eldredge, PE
KWPCRF No.: C20-3008-02
EEI File: 20-306

Re: Pittsburg Waste Water Treatment Facility Improvements Approval

Dear Mr. Eldredge;

On Wednesday January 29th, 2025, bids were received and opened for the above reference project. Crossland Heavy Contractors was the low bidder, and the City of Pittsburg intends to enter a contract with Crossland for the construction of the facility improvements. Enclosed are the Bid Document requested per KDHE checklist for your review and approval.

If you have any questions or concerns please contact us.

Earles Engineering & Inspection, Inc.

Jeff Mills, P.E.
Junior Partner/Project Manager