City of Pittsburg, Kansas Commission Meeting Agenda Tuesday, June 24, 2025 5:30 p.m.

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CITY OF PITTSBURG, KANSAS COMMISSION AGENDA Tuesday, June 24, 2025 5:30 PM

CALL TO ORDER BY THE MAYOR:

- a. Flag Salute Led by the Mayor
- b. Introduction of Mercy Hospital Pittsburg Administrator David Smith
- c. Pittsburg Positive
- d. Public Input

CONSENT AGENDA (ROLL CALL VOTE):

- a. Approval of the June 10, 2025, City Commission Meeting minutes.
- b. Approval of staff recommendation to accept Tenant Based Rental Assistance (TBRA) funding from the Kansas Housing Resources Corporation (KHRC) in the amount of \$100,000 for the 2023 program year, with the funds to be used to subsidize security deposits for low-income households, and authorize the Mayor to sign the required documents on behalf of the City.
- c. Approval of KDOT Agreement No 882-24 for the traffic signal improvement project on US-69 at the intersections of West Quincy Street, K-126, and West 20th Street, and authorize the Mayor and City Clerk to execute the agreement on behalf of the City.
- d. Approval of the Appropriation Ordinance for the period ending June 24, 2025, subject to the release of HUD expenditures when funds are received.

NON-AGENDA REPORTS AND REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
June 10, 2025

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, June 10th, 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.

LARRY FIELDS – A moment of silence was observed in honor of Larry Fields, who passed away on May 31, 2025. Commissioners shared comments and memories about the former Commissioner and the legacy he leaves behind.

Chaplain Pete Mayo, on behalf of Mercy Hospital Pittsburg, provided an invocation.

PUBLIC INPUT -

Kristi Bitner, 1508 Bitner Court, clarified statements made regarding the Silverback Landing Project during the Public Input portion of the May 27, 2025, City Commission Meeting.

APPROVAL OF MINUTES – On motion of Seglie, seconded by Hite, the Governing Body approved the May 27, 2025, City Commission Meeting minutes as presented. Motion carried.

APPOINTMENT TO JUVENILE CORRECTIONS ADVISORY BOARD – On motion of Seglie, seconded by Hite, the Governing Body appointed Theresa Grass, LMLP, LMAS, to a three-year term as a member of the Juvenile Corrections Advisory Board (JCAB), effective immediately. Motion carried.

PURCHASE OF REFUSE CONTAINERS – On motion of Seglie, seconded by Hite, the Governing Body approved staff request to purchase refuse containers from Elliott Equipment Co., in the amount of \$46,377.00, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

PITTSBURG STATE UNIVERSITY KELCE COLLEGE OF BUSINESS ECONOMIC RESEARCH PROPOSAL – On motion of Seglie, seconded by Hite, the Governing Body approved the Economic Development Advisory Committee's (EDAC) recommendation to support the Pittsburg State University Kelce College of Business Economic Research Proposal at an investment level of \$32,500 to fund the project for one year. Motion carried.

APPROPRIATION ORDINANCE – On motion of Seglie, seconded by Hite, the Governing Body approved the Appropriation Ordinance for the period ending June 10, 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.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
June 10, 2025

PURCHASE OF SANITATION TRUCK – On motion of Hite, seconded by Brooks, the Governing Body approved staff request to purchase a 2026 Freightliner 25-yard sanitation truck from Elliott Equipment Co., in the total purchase price of \$258,900.00, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

PURCHASE OF FIRE APPARATUS – On motion of Hite, seconded by Seglie, the Governing Body approved staff request to purchase a Pierce Velocity Aerial apparatus and associated equipment, from Conrad Fire Equipment, in the amount of \$2,099,997.36, authorized staff to begin the formal bid process to secure financing for the purchase, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried.

Commissioner Munsell recommended that firefighters respond to EMS calls from Station #1 in a smaller, less expensive truck.

ORDINANCE NO. S-1107 – On motion of Hite, seconded by Brooks, the Governing Body approved Ordinance No. S-1107, granting to Kansas Gas Service, a Division of ONE Gas, Inc., and its successors and assigns, a natural gas franchise, prescribing the terms thereof and relating thereto, providing definitions of terms, prescribing a franchise fee, providing terms and conditions for the use of public rights-of-way, requiring advance notice of work and duty to repair, providing for indemnification and a hold harmless agreement, providing for rules and regulations, prescribing insurance requirements, reserving certain rights, providing for revocation and termination, providing for an acceptance of the terms of the franchise, providing for a reopener, providing for notice of annexations, prescribing relevant governing law, providing for transfer and assignment of the franchise, providing for points of contact and notifications, providing for an agreement to renegotiate, and repealing all ordinances or parts of ordinances inconsistent with or in conflict with the terms hereof, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

SLUDGE REMOVAL CONTRACT – Following a verbal request by Director of Public Works and Utilities Matt Bacon, on motion of Seglie, seconded by Munsell, the Governing Body waived the formal bid policy, and authorized staff to enter into a contract with Sprouls Construction, Inc. for the removal of sludge from the Wastewater Treatment Plant construction site, at the rate of \$125 per trucking hour, with a maximum of \$50,000. Motion carried.

RESPONSE TO PUBLIC INPUT – City Manager Daron Hall responded to comments made by Ms. Bitner during the Public Input portion of the meeting.

EXECUTIVE SESSION - On motion of Seglie, seconded by Munsell, the Governing Body recessed into Executive Session for ten minutes for consultation deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2), to discuss a potential lawsuit, with the meeting to resume in the City Commission Room in 10 minutes. Motion carried.

OFFICIAL MINUTES OF THE MEETING OF THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS June 10, 2025

The Governing Body recessed into Executive Session at 5:55 p.m.

The Governing Body reconvened into Regular Session at 6:05 p.m.

Mayor McNay announced that no decisions were made and no votes were taken during the Executive Session.

ADJOURNMENT - On motion of Seglie, seconded by Munsell, the Governing Body adjourned the meeting at 6:05 p.m. Motion carried.

ATTEST:	Dawn McNay, Mayor	
Tammy Nagel, City Clerk	<u> </u>	



PITTSBURG PUBLIC HOUSING AUTHORITY

101 N Pine St -Pittsburg KS 66762 (620) 232-1210 www.pittks.org FAX: (620) 232-3453 Email: section8@pittks.org

INTEROFFICE MEMORANDUM

To: City Commissioners, Daron Hall, Tammy Nagel

From: Megan Keener, Assistant Director of Housing

CC: Kim Froman, Director of Community Development and Housing

Date: June 13, 2025

Subject: Agenda Item: June 24, 2025

Acceptance of the 2023 Tenant Based Rental Assistance Grant (TBRA)

The Kansas Housing Resources Corporation (KHRC) has awarded the City of Pittsburg \$100,000 in Tenant Based Rental Assistance (TBRA) funding for the 2023 program year. The City received the official notice of award in November 2023; however, the funds could not be utilized until at least 75% of the previous grant had been expended. We are currently finalizing the 2022 TBRA grant, through which we have assisted approximately 66 households and served roughly 158 individuals since November 2024.

The Pittsburg Public Housing Authority (PHA) will utilize the 2023 TBRA funds to subsidize security deposits for low-income households. PHA staff estimate that the funds will provide an average security deposit of \$715, enabling assistance for approximately 80 households and 200 individuals.

The security deposit assistance program has proven to be an effective tool in helping individuals and families transition into safer, more affordable housing. The program is available to households that:

- Locate a rental unit within the city limits of Pittsburg
- Meet the 60% Area Median Income (AMI) requirement for Crawford County; and
- Secure a unit that passes a Housing Quality Standards (HAS) inspection

Based on past program data, we anticipate that of the households served; 10% will be transitioning from homelessness to permanent housing, 38% will be single-parent households, 22% will be families, and 30% will consist of elderly or disable individuals

Staff respectfully recommends that the City Commission approve acceptance of the 2023 TBRA grant and authorize the Mayor to sign the required documentation.

Please feel free to contact me with any questions or for further information.

Respectfully Submitted,

Megan Keener

Assistant Director of Housing

Enclosed:

- -Letter of Award for 2023 TBRA Grant
- -Grant Agreement for review
- -Authorized Signature Designation Form
- -Attachment A Description of Activities



November 15, 2023

Megan Keener, Housing Manager City of Pittsburg, Kansas 216 N Broadway, Ste G Pittsburg, KS 66762

Re: 2023 TBRA Grants

Dear Ms. Keener,

Kansas Housing Resources Corp. has completed application reviews for the 2023 Tenant Based Rental Assistance Program. City of Pittsburg, KS has been awarded a grant in the amount of \$100,000. Your agency will also receive 7% above the award amount for fees to perform income certifications and HQS inspections, which makes the total grant \$107,000.

We have changed our method of issuing the grant award documents. In order to condense the number of grants an agency has open, we are requiring only two open grants at a time. Additionally, when requesting your grant document for 2023, any previous grants should be at least 75% expended.

Please be aware that HOME funding is subject to Congressional appropriations, but funding has remained level the past few years. However, grantees need to make certain they do not over commit.

Please contact me at srockett@kshousingcorp.org or 785-217-2045 should you have any questions. Thank you for your valued partnership with KHRC in the Tenant Based Rental Assistance Program.

Sincerely,

Shyla Rockett

TBRA Program Manager

Shyla Rockett

HOME Investment Partnerships Program State of Kansas

CFDA No. 14.239

Grant Agreement No. M-23-SG-20-0170

By and between the

Kansas Housing Resources Corporation (KHRC)

And

City of Pittsburg SAMS No: XNPHHQ8RAQH1

I. Grant Agreement

- A. This Grant Agreement, hereinafter called "Agreement" is between the Kansas Housing Resources
 Corporation, hereinafter called "Corporation" and City of Pittsburg hereinafter called the "Grantee." This
 Agreement consists of the body and the following attachment, which is incorporated herein: Attachment A –
 Description of Activities.
- B. Together, they embody the entire Agreement between the Corporation and Grantee with the respect to this grant program. All prior agreements, representations, statements, negotiations, and understandings with respect to this program are superseded hereby.

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title II of the National Affordable Housing Act of 1990, hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department has elected to administer the federal program of HOME Investment Partnerships Program, hereinafter called "HOME."
- B. The Corporation, in accordance with provisions of *K.S.A.* 74-50001 et seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's HOME Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the Attachment A and in compliance with the requirements of 24 CFR Part 92 and all State and Corporation Tenant Based Rental Assistance program requirements and policies.

IV. Period of Performance & Commitment

- A. The period of performance for all activities assisted by this Agreement shall commence upon grant execution, hereinafter called the "Commencement Date," and shall be complete on <u>December 1, 2026</u>, hereinafter called the "Completion Date," except those activities required for closeout.
- B. All FFY 2024 funds must be committed to projects according to the HOME Rule by June 1, 2026, hereinafter called the "Commitment Date."

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Corporation shall provide the Grantee a total of \$100,000 in Federal HOME funds. In addition, up to 7% of the amount awarded for direct assistance may be requested for program delivery costs/administration. The Grantee will be reimbursed according to the schedule provided for eligible costs including inspections and re-inspections, income certifications and recertifications. If the 7% administration is not drawn by the time the subsidy is fully expended, the remaining administration will not be reimbursed but may be converted to subsidy with KHRC approval. No other administrative fee will be provided.
- B. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of \$107,000. Any additional funds required to complete the program activities set forth in this Agreement will be the responsibility of the Grantee.
- C. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Corporation may terminate or amend this Agreement and will not be obligated to pay the Grantee from State Revenues.
- D. The Grantee shall not anticipate future funding from the Corporation beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Corporation to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the Corporation and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement. Grantee's liability to indemnify the Corporation and its officers and employees shall include liability arising from lead-based paint regulations found in 24 CFR 35.

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractor) under the direct supervision of the Grantee and in accordance with the terms of written contracts.
- B. The grantee shall adhere to the TBRA Administrative Plan submitted by the Grantee and approved by the Corporation. Any changes to the TBRA Administrative Plan must be submitted by the Grantee and approved by the Corporation prior to implementation.
- C. A certified HQS inspector shall perform all initial, annual, periodic and/or special unit inspections. Inspections shall be in accordance with guidelines provided in 24 CFR 982.401.
- D. The grantee shall adhere to lead based paint program requirements for all units. This requirement applies to tenants requesting security/utility deposits as well as to those applying for rental assistance coupons. During initial and periodic inspections, an inspector acting on the behalf of the designated party and trained in visual assessment for deteriorated paint surfaces in accordance with procedures established by HUD shall conduct a visual assessment of all painted surfaces in order to identify any deteriorated paint (24 CFR Part 35.1215 (a)(1). The visual assessment must take place as part of the initial and periodic inspections required by HUD. (24 CFR Part 35, Sec. 92.209(i). TBRA funding cannot be provided until the unit passes the lead based paint visual inspection.
- E. If assisted occupancy has commenced prior to an annual or periodic inspection, and the visual inspection reveals deteriorated lead-based paint, the owner shall stabilize each deteriorated paint surface in accordance with 24 CFR Part 35.1330(a) and (b). Such paint stabilization must be completed within 30 days of

notification to the owner of the results of the visual assessment. Depending upon the scope of the work undertaken to stabilize the paint, and if necessary, the owner at his/her expense, is responsible for relocating the tenants to a comparable, safe, and sanitary dwelling free of lead-based paint while the work is taking place. Paint stabilization is considered complete when clearance is achieved in accordance with 24 CFR Part 35.1340. The owner shall provide a notice to occupants in accordance with 24 CFR 35.125(b)(1) and (c) describing the results of the clearance examination.

- F. The grantee shall provide lead based paint disclosure information to all tenants and landlords. Optional blood level verification forms will be provided to tenants with children under age 6 who have selected units that were constructed prior to 1978. Addresses of tenants with children under age 6 living in pre-1978 structures will be provided to the Local Health Department quarterly. (Refer to the attached 24 CFR 35.1225)
- G. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of part or the entire program being assisted under this grant.
- H. The Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the program is carried out in accordance with this Agreement.
- I. The Grantee shall adhere to the uniform administrative requirements of 24 CFR 92.505.
- J. Pursuant to the requirements of Appendix II to 2 CFR Part 200, The Grantee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

VIII. Program Costs

- A. The Grantee, if not environmentally exempt, shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Corporation has issued the "Notice of Release of Funds."
- B. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this Agreement is not duly executed by the Grantee, the Corporation shall be under no obligation to pay the Grantee for any costs incurred or monies spent in conjunction with program activities, or to otherwise pay for any activities performed during such period.
- C. At any time during the period of performance under this Agreement, the Corporation may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Corporation shall disallow any items of expense not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.

IX. Drawdown of Grant Funds

- A. The Grantee shall be entitled to drawdown funds at the time the funds are actually needed for payment. Funds are to be drawn for immediate cash needs only, as required in U.S. Department of Treasury Circular 1075. The Grantee shall not issue TBRA to a beneficiary until such time as all project set-up information has been received and entered into the Integrated Disbursement Information System (IDIS).
- B. The Grantee shall establish procedures to ensure that any funds set forth in (A) above shall be expended within fifteen (15) days of receipt of the funds in the electronic depository account.

X. <u>Depositories for Program Funds</u>

A. The Grantee must establish, or have established, an account in a local financial institution for the receipt, deposit, and disbursement of HOME Program funds.

B. The local account shall also be used for the deposit and disbursement of repayments of HOME funds. TBRA and security deposit program repayments of HOME funds must be refunded to the Corporation for return to HUD. Program income must be disbursed prior to requesting HOME funds from the Corporation.

XI. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds used in the HOME Program, and follow the requirements of 24 CFR 85.20 and 2 CFR 200, respectively.
- B. Grantees shall certify to the Corporation, in writing, prior to making the first drawdown of funds that the system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the HOME Program;
 - 2. Provision for accurate, current, and complete disclosure of the financial status of the Program;
 - Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Corporation.
 - 6. Compliance with the Corporation audit requirements (2 CFR 200); and,
 - 7. Consistency with generally accepted accounting principles or other basis of accounting as specified by the Kansas Department of Administration, if applicable, and 24 CFR 85.20.
- C. Grantees shall transfer to the Corporation any HOME funds on hand at the time of expiration of this Agreement, and any accounts receivable attributable to the use of HOME funds, as required in 24 CFR 92.503.

XII. Program Income

The Grantee shall retain any repayment, interest, and any other return on the investment of HOME funds to be used for additional eligible activities under this Agreement.

XIII. Recordkeeping

The Grantee shall establish and maintain sufficient records for five years to enable the Corporation to determine whether the Grantee has met the requirements of the HOME Program. The Grantee shall follow the guidelines in 24 CFR 92.508.

XIV. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the HOME Program, including those of the contractors and subcontractors, to assure that all program requirements are being met. The Grantee shall establish and maintain a standard procedure for internal monitoring.
- B. The Grantee shall submit quarterly progress reports to the Corporation. The reporting periods consist of October/November/December, January/February/March, April/May/June, and July/August/September. Quarterly Progress Reports are to be submitted to the Corporation on or before ten (10) days after the end of each quarter (April 10, July 10, October 10, and January 10). A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. A Grant Completion Report is required of the Grantee within 60 days of the final payment request.

- C. From time to time, as requested in writing by the Corporation, the Grantee shall submit such data and other information as the Corporation may require.
- D. Failure to report as required or respond to requests for data or information in a timely manner shall be grounds for suspension or termination of the Grant at the discretion of the Corporation.

XV. Procurement Procedures

- A. The Grantee shall use established procurement procedures, which reflect applicable State and local law and regulations, and the Corporation's Procedures for the establishment of procurement systems (24 CFR 84.40-84.48).
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.
- C. The Grantee shall abide by the requirements of 24 CFR 24.200 and 2 CFR 200 Appendix II (H) concerning debarment and suspension on procurement procedures.

XVI. Program Closeout

- A. Program Closeout is the process by which the Corporation determines that all applicable actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Corporation monitoring visits must be cleared prior to closeout.
- B. Program closeout will occur when all grantee projects are closed, when the *Grant Completion Report* is received within 60 days of the final drawdown, when audits for the appropriate time periods have been conducted, and when the audit reports have been submitted and accepted by the Corporation.

XVII. Termination for Convenience

- A. The Corporation or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
- C. If a project is terminated before its completion, an amount equal to the HOME funds disbursed for the project must be paid by the HOME recipient to its HOME Investment Trust Fund. Such Funds are due to the Corporation within 30 days of the date of project cancellation. Such funds shall be returned to HUD by the Corporation in compliance with HUD Notice CPD 92-18, issued June 9, 1992.

XVIII. Suspension or Termination-for Cause

- A. The Corporation may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee, withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Corporation to terminate the grant.
- B. The Corporation, after reasonable notice following procedures pursuant to Section XVIII (A) of this Agreement, may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The

Corporation shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date.

XIX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the organization/grant. All audits must be performed by an independent auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) shall be conducted in accordance with the requirements set forth in 2 CFR 200.
 - 1. If the Grantee expends \$750,000 or more of federal awards during the local fiscal year, a single audit is required in accordance with 2 CFR 200.501.
 - 2. If the Grantee expends more than \$25,000 but less than \$750,000 of federal awards during the local fiscal year, the grantee has the option of a single audit, or a program-specific audit conducted on a fiscal year basis, as required in 24 CFR Part 84.26 and 85.26. The program-specific audit must include a schedule of expenditures of federal awards.
- C. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than nine months after the end of the audit period unless agreed to by the Corporation.
- D. If any expenditures are disallowed as a result of an audit, the obligation for reimbursement to the U.S. Treasury shall rest with the Grantee.

XX. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Corporation's Procedures and in accordance with 24 CFR 85.42 and 24 CFR 92.508.
- B. Authorized representatives of the Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and receipt of assistance under the HOME Program as may be necessary to make audits, examinations, excerpts, and transcripts.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXI. Conflict of Interest

- A. In the procurement of supplies, equipment, construction, and services by Grantees and subgrantees, the conflict of interest provisions at 2 CFR 200.112, and 24 CFR 85.36, respectively, shall apply. In all cases not governed by the provisions of said circular and regulation, the provisions of subsection (B) and 24 CFR 92.356 (b) shall apply.
- B. No member of the Governing Body, officers or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ, any employee of the Corporation.

E. The Grantee will disclose any consultants and interested parties and certify that current KHRC employees, for a period up to two years after their employment ends, won't financially gain from the funding received through KHRC.

XXII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by the reference herein, the Grantee agrees to comply with all the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provision to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties. Grantee will conduct and administer the grant in conformity with 24 CFR 92.350.

XXIII. Lobbying

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

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

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

XXIV. Waiver of Enforcement

No waiver by the Corporation of the right to enforce any provision of this Agreement shall be deemed a waiver of the right to enforce each and all the provisions hereof.

XXV. Revisions and Amendments and Approvals

- A. Any changes to this Agreement shall constitute an amendment.
- B. The Grantee shall notify the Corporation if, through the use of other funds, there is an intention to expand, enhance, or add to the scope of the program, covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas, or activities of this program. The Corporation reserves the right to require an amendment to this Agreement if such is deemed necessary.
- C. Amendments of the terms of this Agreement shall not become effective unless reduced to writing, numbered, and signed by the Corporation and the duly authorized representative of the Grantee.

XXVI. Contractual Provisions Attachment

The provisions found in Contractual Provisions Attachment, which is attached hereto.

"I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

Dated by the Corporation:	_
KANSAS HOUSING RESOURCES CORPORATIO	N
	_
Ву:	
Ryan Vincent	
Executive Director	
Kansas Housing Resources Corporation	
GRANTEE	
<u>CITÝ OF PITTSBURG</u>	
D	
Ву:	
Dawn McNay	
Mayor	

City of Pittsburg

Kansas Housing Resources Corporation

Home Investment Partnerships Program Authorized Signature Designation Form

City o	of Pittsburg	
Orgai	nization Name	
	. Broadway, Suite G Pittsburg, KS 66762	
Addr	ess	
M-23-	-SG-20-0170	48-6041003
Gran	t Number	Agency Tax ID Number
		June 24, 2025
Autho	orizing Official Signature	Date
May	yor, City of Pittsburg	dawn.mcnay@pittks.org
Title		e-mail Address
	following person(s) are approved to sign a HRC relative to the HOME TBRA Program	
1.	Megan Keener	Meon Folner
	Print Name	Signature
	Assistant Director of Housing	megan.keener@pittks.org
	Title	e-mail address
2.	Kim Froman	
2.	Print Name	Signature
	Director, Community Development and Housing	kim.froman@pittks.org
	Title	e-mail address
3.	Jay Byers	
	Print Name	Signature
	Deputy City Manager	jay.byers@pittks.org
	Title	e-mail address

Attachment A-Description of Activities

Agency: City of Pittsburg

Project Description:

City of Pittsburg to deliver Tenant Based Rental Assistance Services to the Kansas area described below. City of Pittsburg will provide security deposits for eligible families in the City of Pittsburg. Utility deposits will not be provided. The majority of tenants served will fall at or below 60% of the median income. Approximately 206 households will receive security deposit subsidies. Properties will meet HUD's Section 8 Housing Quality Standards. The City of Pittsburg will comply with lead base paint requirements (24 CFR Part 35) for pre-1978 built structures.

Area to be served:

City of Pittsburg

Total Grant Amount:

\$100,000



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: June 16, 2025

SUBJECT: Agenda Item – June 24th 2025

KDOT Project No. KA-7314-01

Agreement No 882-24

Traffic Signals Improvements on US-69.

City staff is requesting that the Governing Body approve the KDOT Project Authorization Agreement for traffic signal improvement on US-69 at the intersections of West Quincy Street, K-126, and W 20th Street. The project will include new poles and mast arms, pavement markings, and lighting as needed.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, June 24th, 2025? Action necessary will be approval or disapproval of staff's request and, if approved, authorize the Mayor and City Clerk to execute the agreement on behalf of the City of Pittsburg.

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

Attached: KDOT Agreement

PROJECT NO. KA-7314-01 TRAFFIC SIGNALS IMPROVEMENTS ON US-69 CITY OF PITTSBURG, KANSAS

PROJECT AUTHORIZATION AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Pittsburg, Kansas** ("City"), **collectively**, the "Parties."

RECITALS:

- A. The Secretary has authorized a traffic signals improvement project for US-69 in Pittsburg, Kansas, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of roadways and bridges in the State of Kansas.
- C. Because the Project Limits extend into the corporate city limits of Pittsburg, Kansas, the Parties desire to set forth their responsibilities and understanding of the Project through execution of this Agreement.
- D. Any and all previous agreements relating to maintenance and utilities of the traffic signals will remain in effect.

NOW, THEREFORE, the Parties agree to the following terms and provisions:

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. "Agreement" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. "City" means the City of Pittsburg, Kansas, with its place of business at 201 West 4th Street, Pittsburg, Kansas 66762.
- 3. "City Connecting Link" means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.

- 4. "Construction" means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading, or similar work upon real property.
- 5. "Consultant" means any engineering firm or other entity retained to perform consulting or design services for the Project.
- 6. "Contractor" means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
- 7. "Design Plans" means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
- 8. "Effective Date" means the date this Agreement is signed by the Secretary or the Secretary's designee.
- 9. **"KDOT"** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
- 10. "Letting" or "Let" means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
- 11. "Non-Participating Costs" means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
- 12. "Participating Costs" means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
- 13. "Parties" means the Secretary of Transportation and KDOT, individually and collectively, and the City.
- 14. "Project" means Project No. KA-7314-01; traffic signal improvements on US-69 at the intersections with W Quincy Street, K-126, and W 20th Street, including new poles and mast arms, pavement markings, and lighting as needed, in Pittsburg, Kansas, and is the subject of this Agreement.
- 15. "Project Limits" means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
- 16. "Right of Way" means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
- 17. "Secretary" means the Secretary of Transportation of the State of Kansas, and the Secretary's successors and assigns.

18. "Utilities" or "Utility" means all privately, publicly, or cooperatively-owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

- 1. <u>Payment of Costs</u>. The Secretary is undertaking the Project and shall be solely responsible for the payment of Project costs. Costs for this Project will be paid using state or federal funds, or a combination of both. There is no local match required from the City.
- 2. <u>Letting and Administration by KDOT</u>. The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.
- 3. <u>Traffic Signals & Maintenance</u>. The Secretary will improve traffic signals currently maintained by KDOT at the intersections of US-69 at W Quincy Street, K-126, and W 20th Street. The traffic signals shall remain within KDOT Right of Way. The Secretary is responsible for installation of the traffic signal improvements, including new poles and mast arms, pavement markings, and lighting as needed. After installation, KDOT shall remain responsible for the maintenance of the traffic signals and the City shall remain responsible for the maintenance of any luminaires as stated in the Traffic Signal Maintenance Agreement and is incorporated into this Agreement by this reference.
- 4. <u>Lighting Installation & Maintenance</u>. As a part of the Project, the Secretary may install new lighting, if needed. The new lighting and controller will be located within KDOT Right of Way. After installation, the City shall be responsible for the maintenance of the existing lighting and new lighting at the intersection of US-69 and W Quincy Street, and the Secretary will be responsible for the maintenance of the existing lighting and new lighting at the intersections of US-69 and K-126, and US-69 and W 20th Street.
- 5. <u>Indemnification by Contractors</u>. The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

ARTICLE III

CITY RESPONSIBILITIES:

- 1. <u>Legal Authority</u>. By signature on this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
- 2. **Project Authorization.** The City authorizes and agrees to the Project and the Secretary is empowered by the City to take all steps reasonable and necessary to complete the Project.
- 3. <u>Authorization of Signatory</u>. The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.
- 4. <u>Use of City Right of Way</u>. The Secretary shall have the right to utilize any land owned or controlled by the City, including any land owned or controlled by a land bank formed under K.S.A. § 12-5901, *et seq.*, lying inside or outside the limits of the City as shown on the final Design Plans, for Project purposes.
- 5. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.
- 6. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.
- 7. General Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives or employees.

ARTICLE V

GENERAL PROVISIONS:

- 1. <u>Incorporation of Project Documents</u>. The final Design Plans are by this reference made a part of this Agreement as if set forth in their entirety herein.
- 2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:
 - (a) <u>Temporary Traffic Control</u>. The Secretary shall determine in consultation with the City the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the City and the Secretary shall approve such revisions before they become effective.
 - (b) <u>Permanent Traffic Control</u>. The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary.
- 3. <u>City Connecting Link.</u> The Parties have a current agreement covering routine maintenance of the City Connecting Link and it is the Parties' intention that it shall remain in full force and effect. The mileage set out in the City Connecting Link maintenance agreement is not affected by this Agreement.
- 4. <u>Civil Rights Act</u>. The Civil Rights Attachment, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
- 5. <u>Contractual Provisions</u>. The Provisions found in the current version of the Contractual Provisions Attachment (Form DA-146a), which is attached, are incorporated into and made a part of this Agreement.
- 6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
- 7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office. The City shall not transfer or assign this Agreement or any rights that accrue thereunder without prior written approval from the Secretary.
- 8. <u>No Third-Party Beneficiaries.</u> No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

- 9. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
- 10. **Severability**. If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

The signature page immediately follows this paragraph.

Agreement No. 882-24 Project No. KA-7314-01 Bureau of Traffic Engineering

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:		CITY OF PITTSBURG, KANSAS
CITY CLERK	(Date)	Mayor
(SEAL)		

Agreement No. 882-24 Project No. KA-7314-01 Bureau of Traffic Engineering

KANSAS DEPARTMENT OF TRANSPORTATION SECRETARY OF TRANSPORTATION

Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

Civil Rights Act Attachment Contractual Provisions Attachment, Form DA-146a

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

- 1. **Compliance with Regulations**: The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
- 2. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. **Information and Reports**: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federalaid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration's nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas Department of Administration DA-146a (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties	agree tha	at the following	owing pro	visions a	are hereby	y incorporate	d into	the
contract to v	which it is	attached	and mad	le a par	t thereof,	said contract	being	the
day o	f		, 20					

- 1. <u>Terms Herein Controlling Provisions</u>: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. <u>Disclaimer Of Liability</u>: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
- 5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

- 6. <u>Acceptance of Contract</u>: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. <u>Arbitration, Damages, Warranties:</u> Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority to Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. <u>Responsibility for Taxes:</u> The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. <u>Insurance</u>: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title
- 11. <u>Information:</u> No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
- 12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- 13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

A/P HISTORY CHECK REPORT PAGE: 1 VENDOR SET: 99 City of Pittsburg, KS

CHECK

BANK: ALL BANKS

DATE RANGE: 6/03/2025 THRU 6/16/2025

INVOICE AMOUNT DISCOUNT CHECK CHECK CHECK NO STATUS AMOUNT STATUS VENDOR I.D. NAME DATE ALLISON, JAZMINE ALLISON, JAZMINE ALLISON, JAZMINE VOIDED 1 VOIDED B-CHECK VOIDED V 6/06/2025 000000 100.00CR 8935 CURTISS E & KRIS HEMBY 8935 CURTISS E & KRIS HEMBY CURTISS E & RRIS HEMBY VOIDED V
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6/16/2025 7:29 AM

VENDOR SET: 99 City of Pittsburg, KS
BANK: 80144 BMO HARRIS BANK A/P HISTORY CHECK REPORT PAGE: 2

DATE RANGE: 6/03/2025 THRU 6/16/2025

VENDOR	I.D.	NAME		STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0321		KP&F		D	6/10/2025			000000	64	1,180.45
0728		ICMA		D	6/06/2025			000000	1	,416.56
1		ALLISON, JAZMINE		V	6/06/2025			000000		100.00
1 1	в-снеск	ALLISON, JAZMINE	VOIDED VOIDED VOIDED		6/06/2025			000000		100.00CR
1050		KPERS		D	6/10/2025			000000	57	7,357.31
3570		AMERICAN EXPRESS, INC		D	6/04/2025			000000		162.90
5677		BANK OF AMERICA, INC		D	6/03/2025			000000		24.95
6415		GREAT WEST TANDEM KPERS	457	D	6/06/2025			000000	6	5,154.00
7290		DELTA DENTAL OF KANSAS I	NC	D	6/06/2025			000000	2	2,358.38
8317		ADCOMP SYSTEMS INC		D	6/06/2025			000000		135.95
8526		HEALTH PLANS, INC		D	6/06/2025			000000	4	1,533.44
8704		CYBERSOURCE CORPORATION		D	6/03/2025			000000		73.00
1478		KANSASLAND TIRE #1828		E	6/09/2025			026318		21.00
6528		GALE GROUP/CENGAGE		E	6/09/2025			026319		270.30
8202		PETROLEUM TRADERS CORPOR	ATION	E	6/09/2025			026320	19	,858.02
8205		MRI SOFTWARE LLC		E	6/09/2025			026321	3	3,106.40
8211		UMB BANK N.A.		E	6/09/2025			026322	13	3,848.05
8236		NORTHGATE ASSOCIATES LLC		E	6/09/2025			026323	7	,047.16
8724		ASSURED PARTNERS CAPITAL	, INC	E	6/09/2025			026324	3	3,750.00
8782		ED MILLER AUTO SUPPLY		E	6/09/2025			026325		124.79
8914		ALL PRO LAWN CARE & SNOW	REMOV	E	6/09/2025			026326	3	3,760.00

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City of Pittsburg, KS

AMOUNT DISCOUNT VENDOR I.D. NAME STATUS NO STATUS AMOUNT DATE SEK ANIMAL ADVOCATES SOCIETY 026327 8971 6/09/2025 200.00 E 9013 STEBBINS, TIMOTHY D. 6/09/2025 026328 1,000.00 THE ALIGNMENT PROJECT LLC 6/09/2025 026329 6,249.36 9015 MERCY HOSPITAL PITTSBURG, INC E 6/09/2025 026330 426.95 TOUHEY, KEVIN 9077 6/09/2025 026331 750.00 RELIABLE GLASS LLC 6/09/2025 026332 1,142.22 9078 Ε CRESTWOOD COUNTRY CLUB 6/09/2025 026333 767.34 0044 E ETTINGERS OFFICE SUPPLY 0046 E 6/09/2025 026334 362.18 JOPLIN SUPPLY COMPANY 1,058.38 0054 0055 JOHN'S SPORT CENTER, INC. E 6/09/2025 026336 448.49 6/09/2025 170.00 0087 FORMS ONE, LLC E 026337 0133 JIM RADELL CONSTRUCTION COMPAN E 6/09/2025 026338 41,442.05 KANSAS STATE TREASURER 6/09/2025 026339 3,710.80 0194 E COPY PRODUCTS, INC. 6/09/2025 0294 026340 1,345.24 0328 KANSAS ONE-CALL SYSTEM, INC 6/09/2025 026341 357.77 CRAWFORD COUNTY SHERIFF'S DEPA E 0364 6/09/2025 026342 4,250.00 CORNEJO & SONS LLC 6/09/2025 026343 128.95 0597 Ε 6/09/2025 209.97 0659 PAYNES INC 026344 E 0700 NAMES AND NUMBERS 6/09/2025 026345 2,718.00 PITTSBURG STATE UNIVERSITY 6/09/2025 026346 16,250.00 0726 0746 CDL ELECTRIC COMPANY INC 6/09/2025 026347 1,556.25 TOUCHTON ELECTRIC INC 6/09/2025 0823 E 026348 314.00

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GREENWAY ELECTRIC, INC.

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026371 7023 BLEVINS ASPHALT CONSTRUCTION C E 6/09/2025 918.27 7127 UNIQUE MANAGEMENT SERVICES, IN E 6/09/2025 026372 58.25 7407 LIMELIGHT MARKETING LLC E 6/09/2025 026373 1,488.00 7418 NEWEDGE SERVICES, LLC 6/09/2025 026374 1,200.00 7427 OLSSON INC 6/09/2025 026375 1,115.25 BRENT'S ELECTRIC, LLC 7667 6/09/2025 026376 2,952.42 E 7749 CHARLIE PHILLIPS 6/09/2025 026377 106.00 E 7754 WILLOW TREE WEAVING E 6/09/2025 026378 35.00 7793 QUEENB TELEVISION OF KANSAS/MI E 6/09/2025 1,500.00 8103 ANDY ROBERTS 6/09/2025 026380 50.00 6/09/2025 BAKER TILLY MUNICIPAL ADVISORS E 20,630.00 8194 026381 8200 PLUNKETT'S PEST CONTROL INC 6/09/2025 026382 735.58 KAYLYN HITE 6/09/2025 026383 1,000.00 8326 COMPSYCH EMPLOYEE ASSISTANCE P E 8543 6/09/2025 026384 1,620.60 8649 UPLINK, LLC 6/09/2025 026385 21.00 7392 ASSURECO RISK MANAGEMENT & REG E 6/13/2025 026386 350.00 8467 WASTE CORPORATION OF KANSAS, L E 6/13/2025 026387 10,529.97 SARANN AUTO LEASING, INC. 2,220.00 8528 E 6/13/2025 026388 8708 NOTCH 8, LLC 6/13/2025 026389 21,460.29 EK ENTERPRISE 6/13/2025 026390 308.00 8737 E 8796 RAMAKER & ASSOCIATES, INC. 6/13/2025 026391 903.00 CARDS KS LLC 6/13/2025 923.47 8842 E 026392

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FREDDY VAN'S INC

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10,300.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT	
1792	B&L WATERWORKS SUPPLY, LLC	E	6/13/2025			026415		7,644.30	
2035	O'BRIEN ROCK CO., INC.	E	6/13/2025			026416		415.25	
2767	BRENNTAG SOUTHWEST, INC	E	6/13/2025			026417	:	3,992.00	
2960	PACE ANALYTICAL SERVICES LLC	E	6/13/2025			026418	:	2,896.70	
3261	PITTSBURG AUTO GLASS	E	6/13/2025			026419	:	1,650.00	
5014	MID-AMERICA SANITATION INC.	E	6/13/2025			026420	:	1,032.82	
5420	AQUIONICS INC	E	6/13/2025			026421		7,580.54	
5640	WELLPATH LLC	E	6/13/2025			026422		162.00	
5720	J & M DISPLAYS INC	E	6/13/2025			026423	2	7,500.00	
5791	HOSPITAL DISTRICT #1 OF CRAWFO	E	6/13/2025			026424		220.60	
5883	SPROULS CONSTRUCTION INC	E	6/13/2025			026425	1	9,291.25	
6209	MYTOWN MEDIA	E	6/13/2025			026426		200.00	
6279	FIELDTURF USA, INC.	E	6/13/2025			026427		410.00	
6402	BEAN'S TOWING & AUTO BODY	E	6/13/2025			026428		425.00	
6851	SCHULTE SUPPLY INC	E	6/13/2025			026429		172.74	
7023	BLEVINS ASPHALT CONSTRUCTION C	E	6/13/2025			026430		918.84	
7087	PITTSBURG STATE UNIVERSITY FOU	E	6/13/2025			026431	10	0,000.00	
7480	RODGER PETRAIT	E	6/13/2025			026432		75.00	
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	6/13/2025			026433		400.00	
7655	HW ACQUISITIONS, PA	E	6/13/2025			026434	:	1,002.50	
7806	CORE & MAIN LP	E	6/13/2025			026435	1	3,302.57	
7930	SANDERSON PIPE CORPORATION	E	6/13/2025			026436	:	1,312.92	

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CRYSTAL L THOMPSON

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CELLCO PARTNERSHIP

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VENDOR I.D.	NAME	STATUS	DATE	AMOUI	NT	DISCOUNT	NO	STATUS	AMOUNT	
8948	WHITELY RUSTIC NEST	R	6/06/2025				197599		67.00	
1	TOTH, TRENT	R	6/06/2025				197607		500.00	
0187	PITTSBURG ROTARY CLUB	R	6/09/2025				197608		250.00	
8808	ALEXANDRA ROBINSON	R	6/12/2025				197609		825.00	
1	ALLISON, JAZMINE	R	6/12/2025				197610		100.00	
0523	AT&T	R	6/12/2025				197611	14	4,820.74	
5283	CLASS LTD	R	6/12/2025				197614		76.45	
7279	CLAYTON HOLDINGS, LLC	R	6/12/2025				197615	80	0,835.02	
8201	ROGER CLEVELAND GOLF COMPANY I	R	6/12/2025				197616	2	2,894.00	
4263	COX COMMUNICATIONS KANSAS LLC	R	6/12/2025				197617		708.63	
4263	COX COMMUNICATIONS KANSAS LLC	R	6/12/2025				197618		445.80	
7517	CRAW-KAN TELEPHONE COOPERATIVE	R R	6/12/2025				197619	2	2,537.94	
9072	CRYSTAL L THOMPSON	R	6/12/2025				197621		332.50	
0375	WICHITA WATER CONDITIONING	R	6/12/2025				197622		21.00	
1	ELLIS, TY	R	6/12/2025				197623		225.00	
8791	ENTERPRISE FM TRUST	R	6/12/2025				197624	149	9,016.26	
8966	TIMOTHY FOXWELL	R	6/12/2025				197633	Ę	5,300.00	
6809	RICHARD GILMORE	R	6/12/2025				197634	-	7,766.50	
1	GIRARD ANIMAL HOSPITAL	R	6/12/2025				197635		263.50	
8935	CURTISS E & KRIS HEMBY	R	6/12/2025				197636		420.67	
1	GRAY, LANE	R	6/12/2025				197637		200.00	
6201	KANSAS IMAGING CONSULTANTS	R	6/12/2025				197638		100.01	

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NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK DISCOUNT NO	CHECK CHECK STATUS AMOUNT
PITTSBURG PUBLISHING COMPANY,	R	6/12/2025		197639	122.71
SATTERLEE MECHANICAL CONTRACTI	R	6/12/2025		197640	2,150.00
VERIZON CONNECT FLEET USA LLC	R	6/12/2025		197641	1,161.54
CELLCO PARTNERSHIP	R	6/12/2025		197642	369.56
ELLIS, TY	R	6/12/2025		197643	225.00
		0.00 532.06CR	INVOICE AMOUNT 296,289.16 0.00 136,496.94 885,048.73 0.00	DISCOUNTS 0.00 0.00 0.00 0.00 0.00	CHECK AMOUNT 295,857.10 0.00 136,396.94 885,048.73 0.00
NO 0144 TOTALS: 199			INVOICE AMOUNT 1,317,302.77	DISCOUNTS 0.00	CHECK AMOUNT 1,317,302.77
199			1,317,302.77	0.00	1,317,302.77
199			1,317,302.77	0.00	1,317,302.77
	PITTSBURG PUBLISHING COMPANY, SATTERLEE MECHANICAL CONTRACTI VERIZON CONNECT FLEET USA LLC CELLCO PARTNERSHIP ELLIS, TY NO 10 128 0 2 VOID DEBITS VOID CREDIT NO 199 199	PITTSBURG PUBLISHING COMPANY, R SATTERLEE MECHANICAL CONTRACTI R VERIZON CONNECT FLEET USA LLC R CELLCO PARTNERSHIP R ELLIS, TY R NO 59 0 10 128 0 2 VOID DEBITS VOID CREDITS VOID CREDITS NO 199 199	NAME STATUS DATE PITTSBURG PUBLISHING COMPANY, R 6/12/2025 SATTERLEE MECHANICAL CONTRACTI R 6/12/2025 VERIZON CONNECT FLEET USA LLC R 6/12/2025 CELLCO PARTNERSHIP R 6/12/2025 ELLIS, TY R 6/12/2025 NO 59 0 10 128 0 0 128 0 0 532.06CR NO 10 128 0 532.06CR	NAME STATUS DATE AMOUNT PITTSBURG PUBLISHING COMPANY, R 6/12/2025 SATTERLEE MECHANICAL CONTRACTI R 6/12/2025 VERIZON CONNECT FLEET USA LLC R 6/12/2025 CELLCO PARTNERSHIP R 6/12/2025 ELLIS, TY R 6/12/2025 NO INVOICE AMOUNT 296,289.16 0 0.00 10 136,496.94 128 885,048.73 0 0.00 2 VOID DEBITS 0.00 2 VOID CREDITS 532.06CR 532.06CR NO INVOICE AMOUNT 0.00 136,496.94 137,302.77 199 1,317,302.77	NAME STATUS DATE AMOUNT DISCOUNT NO PITTSBURG PUBLISHING COMPANY, R 6/12/2025 197639 SATTERLEE MECHANICAL CONTRACTI R 6/12/2025 197640 VERIZON CONNECT FLEET USA LLC R 6/12/2025 197641 CELLCO PARTNERSHIP R 6/12/2025 197642 ELLIS, TY R 6/12/2025 197643 NO INVOICE AMOUNT DISCOUNTS 59 296,289.16 0.00 0.00 0.00 10 136,496.94 0.00 128 885,048.73 0.00 0.00 0.00 128 885,048.73 0.00 0.00 0.00 2 VOID DEBITS 0.00 0.00 0.00 1 VOID CREDITS 532.06CR 532.06CR 0.00 10 INVOICE AMOUNT DISCOUNTS 1,317,302.77 0.00 199 1,317,302.77 0.00

Passed and Approved this 24th day of June, 2025.

Tammy Nagel, City Clerk

Attest:	Dawn McNay, Mayor	