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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, January 26, 2021**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

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

**CONSENT AGENDA:**

- a. Approval of the January 12, 2021, City Commission Meeting minutes.
- b. Approval of the request submitted by Angie Hadley, Program Coordinator for the Restorative Justice Authority of Crawford County, to reappoint Stacy Kratz to an additional three-year term as a member of the Juvenile Corrections Advisory Board (JCAB).
- c. Approval of the application submitted by Casey's Retail Company (Casey's General Store at 2520 South Broadway) to sell Cereal Malt Beverages for the year 2021 and direct the City Clerk to issue the license.
- d. Approval of the Economic Development Advisory Committee (EDAC) recommendation to forgive \$60,000 of the \$300,000 loan that was provided to the Pittsburg State University Foundation to support the buildout of the Block 22 restaurant/retail space, as they have fully complied with the City's requirements for loan forgiveness and authorize the Mayor to sign the appropriate documents on behalf of the City.
- e. Approval of the Appropriation Ordinance for the period ending January 26, 2021, subject to the release of HUD expenditures when funds are received.

**ROLL CALL VOTE.**

**SPECIAL PRESENTATION:**

- a. ECONOMIC DEVELOPMENT QUARTERLY REPORT - Director of Economic Development Blake Benson and Pittsburg State University Chief Strategy Officer Shawn Naccarato will present the quarterly Economic Development Report. **Receive for file.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, January 26, 2021**  
**5:30 PM**

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**CONSIDER THE FOLLOWING:**

- a. PITTSBURG STATE UNIVERSITY BUSINESS DEVELOPMENT AND INNOVATION SERVICES AGREEMENT AMENDMENT - Consider approval of an Amendment to the Business Development and Innovation Services Agreement between Pittsburg State University (PSU) and The City of Pittsburg in which PSU will provide support to the City to effectively help create and attract new businesses, industries and manufacturing concerns to the City, as well as more effectively promote the expansion and growth of existing businesses and industries already located in the City, extending the expiration date of the agreement to January 25, 2022. **Approve or disapprove the Business Development and Innovation Services Agreement Amendment and, if approved, authorize the Mayor to sign the Amendment on behalf of the City.**
  
- b. PITTSBURG AREA CHAMBER OF COMMERCE ECONOMIC DEVELOPMENT SERVICES AGREEMENT AMENDMENT - Consider approval of an Amendment to the Economic Development Services Agreement between The Pittsburg Area Chamber of Commerce and The City of Pittsburg in which the Chamber will perform the services related to the location and retention of industrial, manufacturing and retail businesses in the City, extending the expiration date of the agreement to January 25, 2022. **Approve or disapprove the Economic Development Services Agreement Amendment and, if approved, authorize the Mayor to sign the Amendment on behalf of the City.**
  
- c. LETTER AGREEMENT - Consider approval of a letter agreement for the City Manager for calendar year 2021. **Approve or disapprove the City Manager's Letter Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**

**NON-AGENDA REPORTS & REQUESTS:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
January 12, 2021

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A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, January 12<sup>th</sup>, 2021, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Chuck Munsell presiding and the following members present: Cheryl Brooks, Larry Fields, Dawn McNay and Patrick O'Bryan.

Mayor Munsell led the flag salute.

PUBLIC INPUT –

INVOCATION - Mark Chambers, on behalf of the First United Methodist Church, provided an invocation.

ARTICLE 2 UPDATE - ORDINANCE NO. G-1317 - William Strenth, 1515 Hampton, spoke in regard to the proposed changes to Article 2 (Ordinance No. G-1317).

ARTICLE 2 UPDATE – ORDINANCE NO. G-1317 - Gerry Dennett, 1514 Woodland Drive, spoke in regard to the proposed changes to Article 2 (Ordinance No. G-1317).

PUBLIC INPUT PROCEDURES - Commissioner McNay asked that the Governing Body members be consistent in regard to engaging individuals who speak during Public Input. Mayor Munsell indicated that he plans to allow 5 minutes per speaker and to allow questions to be asked by Governing Body members during the Public Input portion of the meetings.

CITY PROJECT ASSISTANCE - Kayla Guilfoyle, Soldier and Family Readiness Specialist for the Kansas National Guard, 1908 "A" South Taylor, offered to assist with City projects.

ORDINANCE No. S-1076 – SECTION 3 – Mayor Munsell stated that he believes Section 3 of Ordinance No. S-1076 is detrimental to the moral of City employees. Mayor Munsell clarified that he has never opposed employee raises.

APPROVAL OF MINUTES – On motion of Fields, seconded by Brooks, the Governing Body approved the December 15<sup>th</sup>, 2020, City Commission Meeting minutes as presented. Motion carried.

APPOINTMENT AND REAPPOINTMENT – DOWNTOWN ADVISORY BOARD – On motion of Fields, seconded by Brooks, the Governing Body approved the reappointment of Amy Sawyer to a second two-year term as an at-large member and the appointment of Alyssa Rogge to a first two-year term representing the downtown property owner category, to the Downtown Advisory Board, effective immediately and to conclude on December 31, 2022. Motion carried.



OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
January 12, 2021

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S & H MANAGEMENT – FIRE SERVICE CONTRACT – On motion of Fields, seconded by Brooks, the Governing Body approved staff recommendation to enter into a contract in the amount of \$4,860.32 with S & H Management, LLC, for fire services outside the City limits to property located at 2106 West 4th Street and authorized the Mayor to sign the contract on behalf of the City. Motion carried.

RESOLUTION NO. 1241 – On motion of Fields, seconded by Brooks, the Governing Body approved Resolution No. 1241, declaring and describing the corporate limits and boundary lines of the City of Pittsburg, Crawford County, Kansas and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

APPROPRIATION ORDINANCE – On motion of Fields, seconded by Brooks, the Governing Body approved the Appropriation Ordinance for the period ending January 12<sup>th</sup>, 2021, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Fields, McNay, Munsell and O’Bryan. Motion carried.

CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) ENGINEERING SERVICES AGREEMENT – On motion of Brooks, seconded by Munsell, the Governing Body authorized staff to enter into an Engineering Services Agreement with Olsson Inc., of Pittsburg, in an amount not to exceed \$41,500.00 in which Olsson Inc. will perform the design work for a Kansas Department of Transportation City Connecting Link Improvement Program (KDOT CCLIP) Surface Preservation Project on Broadway from 2<sup>nd</sup> to 11<sup>th</sup> and on 4<sup>th</sup> Street from Broadway to Pine. Motion carried.

FARM LEASE – On motion of Fields, seconded by Brooks, the Governing Body approved the Farm Lease between the City of Pittsburg and Mr. Kenneth Biancarelli for the lease of all the tillable and grass land in Tracts 3, 4, 5, and 5A, located at the Atkinson Municipal Airport, for a term of ten months beginning March 1, 2021, and ending December 31, 2021, in the amount of \$8,085 and authorized the Mayor to sign the lease on behalf of the City. Motion carried.

DOWNTOWN ADVISORY BOARD – On motion of McNay, seconded by Brooks, the Governing Body appointed Tara Grassie as an at-large member and Sarah Colyer to represent the retail/hospitality industry, to first two-year terms as members of Downtown Advisory Board, effective immediately and to conclude on December 31, 2022. Motion carried.

RESOLUTION NO. 1242 – On motion of O’Bryan, seconded by Fields, the Governing Body adopted Resolution No. 1242, determining that the City is considering establishing a Rural Housing Incentive District within the City and adopting a plan for the development of housing and public facilities in such proposed district; establishing the date and time of a public hearing on such matter, and providing for the giving of notice of such public hearing (Villas at Creekside - Phase 1 Rural Housing Incentive District), and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
January 12, 2021

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DEVELOPMENT AGREEMENT - VILLAS AT CREEKSIDE - PHASE 1 RURAL HOUSING INCENTIVE DISTRICT (RHID) - On motion of Fields, seconded by O'Bryan, the Governing Body entered into a Development Agreement between the City of Pittsburg, 3P Development Group, LLC, JMAC QOZ Business II, LLC, and The Villas at Creekside, LLC, for the Villas at Creekside - Phase 1 Rural Housing Incentive District (RHID), and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried.

FUNDING AGREEMENT - VILLAS AT CREEKSIDE - PHASE 1 RURAL HOUSING INCENTIVE DISTRICT (RHID) - On motion of O'Bryan, seconded by Munsell, the Governing Body approved a Funding Agreement between the City of Pittsburg, 3P Development Group, LLC, JMAC QOZ Business II, LLC, and The Villas at Creekside, LLC, in regard to the Villas at Creekside - Phase 1 Rural Housing Incentive District (RHID), and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried.

ORDINANCE NO. G-1317 – Commissioner Brooks moved to table consideration of Ordinance No. G-1317, amending Sections 2-102, 2-103, 2-104 and 2-105 of the Pittsburg City Code to update and streamline the uniform procedures and platting requirements for subdivisions including the pre-platting conference, preliminary plat, final plat and short form plat, until a new Director of Public Works is hired, to allow him/her to provide input on the proposed changes. The motion was seconded by Munsell. Following discussion, Commissioner Brooks rescinded her motion and Mayor Munsell rescinded his second.

ORDINANCE NO. G-1317 – On motion of McNay, seconded by Fields, the Governing Body approved Ordinance No. G-1317, amending Sections 2-102, 2-103, 2-104 and 2-105 of the Pittsburg City Code to update and streamline the uniform procedures and platting requirements for subdivisions including the pre-platting conference, preliminary plat, final plat and short form plat, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried with Brooks voting in opposition.

ORDINANCE NO. G-1318 – On motion of McNay, seconded by Brooks, the Governing Body approved Ordinance No. G-1318, amending Sections 2-331 and 2-332 of the Pittsburg City Code, creating the non-discrimination Ordinance, prohibiting discrimination in employment, housing, and public accommodations, and creating sections 2-333, 2-334, and 2-335 to the Pittsburg City Code, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

ORDINANCE NO. G-1319 – On motion of O'Bryan, seconded by Fields, the Governing Body approved Ordinance No. G-1319, amending Section 6-74 of the Pittsburg City Code to remove non-residency as a disqualification for issuance of a cereal malt beverage license, and authorized the Mayor to sign the Ordinance on behalf of the City. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
January 12, 2021

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NON-AGENDA REPORTS & REQUESTS:

CAMERON ALDEN – City Manager Daron Hall announced that Cameron Alden will be leaving his employment with the City to pursue another employment opportunity. Deputy City Manager Jay Byers provided highlights of Mr. Alden’s tenure with the City.

WOMEN OF DISTINCTION – Commissioner McNay congratulated the 2021 Women of Distinction, including Sarah Runyon, Joye VanGorden and Sooki Fields.

COVID VACCINE – Commissioner McNay provided information on the efforts currently underway at the Community Health Center of Southeast Kansas (CHCSEK) in regard to the distribution of the Covid vaccine.

EXECUTIVE SESSION - On motion of McNay, seconded by Fields, the Governing Body recessed into Executive Session for thirty minutes to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1), to discuss the 2020 evaluation and 2021 employment terms and conditions for the City Manager, with the meeting to resume in the City Commission Room. Motion carried.

The Governing Body recessed into Executive Session at 7:17 p.m.

The Governing Body reconvened into Regular Session at 7:47 p.m.

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

ADJOURNMENT: On motion of McNay, seconded by O’Bryan, the Governing Body adjourned the meeting at 7:47 p.m. Motion carried.

\_\_\_\_\_  
Chuck Munsell, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Nagel, City Clerk

# The Restorative Justice Authority



665 S. 69 Highway Pittsburg, KS 66762  
(620) 235-7118 x 102 Phone (620) 235-7107 Fax

January 12, 2021

City of Pittsburg  
201 West 4<sup>th</sup> Street  
P.O. Box 688  
Pittsburg, Ks. 66762

RE: Juvenile Corrections Advisory Board (JCAB) Extension

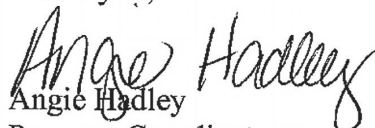
Dear Mayor,

The following Juvenile Corrections Advisory Board member has agreed to extend their term for another three years:

Stacy Kratz    General Representative    1-6-24

If you have any questions, please feel free to contact me at the number and extension above.

Thank you,

  
Angie Hadley  
Program Coordinator

This appointment is through the Board of City Commissioners.

\_\_\_\_\_  
Chuck Munsell, Mayor

\_\_\_\_\_  
Date

cc: Kansas Department of Corrections Juvenile Services Division



## Memorandum

**TO:** Daron Hall, City Manager

**FROM:** Blake Benson, Economic Development Director

**DATE:** January 14, 2021

**SUBJECT:** January 26, 2021 Agenda Item  
Block 22 forgivable loan – Year 1

---

On March 13, 2018, the Pittsburgh city commission approved a request from the Pittsburgh State University Foundation to provide a forgivable loan in the amount of \$300,000 to support the buildout of the Block 22 restaurant/retail space. The loan was to be forgiven over a five-year period at \$60,000 per year from 2019-2023, with the stipulation that the entire amount must be spent on permanent fixed improvements, all tenants should be sales tax-producing businesses and that the occupancy of the building must average no less than 65% over the previous twelve-month period.

On November 26, 2019, the Pittsburgh City Commission approved changing the forgiveness timetable to 2020-2024.

Pittsburgh State University has provided verification that it met the forgiveness requirements and is eligible to have year 1 of the loan forgiven. The Economic Development Advisory Committee reviewed this information at its December 2, 2020, meeting and recommended forgiveness of year 1 of the Block 22 loan in the amount of \$60,000.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 26, 2021. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

**CERTIFICATION TO WAIVE ANNUAL INSTALLMENT PAYMENT**

STATE OF KANSAS            )  
  ) SS  
COUNTY OF CRAWFORD )

I, Steven A. Scott, duly authorized representative of Pittsburg State University, a Kansas State educational institution, being of lawful age and duly sworn upon oath, do hereby certify and affirm the following to be true:

1.       The City of Pittsburg, Kansas (hereinafter referred to as the "City") and Pittsburg State University, a state educational institution, (hereinafter referred to as "PSU") entered into as of the 14th day of April, 2020, the First Amended and Restated Loan Agreement (hereinafter referred to as "City Loan") to assist PSU with renovations and reconstruction of approximately 8,100 square feet of vacant space on the ground floor of the Commerce Building located at the northwest corner of 4h Street and Broadway in Pittsburg, Kansas, into leasable commercial space (hereinafter referred to as "Project");

2.       All City Loan proceeds were expended upon permanent fixed Project improvements, including, but not limited to flooring, electrical, fire suppression, plumbing, HVAC and/or windows;

3.       All tenants located in the Project space are sales tax producing business entities; and

4.       Commercial tenant occupancy in the Project space averaged at least 65% of the total Project space over the previous twelve (12) months.

Pittsburg State University

By:   
Steven A. Scott, President

Date: 10.26.2020

STATE OF KANSAS        )  
  ) ss:  
CRAWFORD COUNTY        )

BE IT REMEMBERED, that on this 26th day of October, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Steven A. Scott, President of Pittsburg State University, a Kansas state educational institution, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said Kansas state educational institution, and such person duly acknowledged the execution of the same to be the act and deed of said Kansas state educational institution.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year last above written.

*Stacy Wolownik*  
\_\_\_\_\_  
Notary Public

My Appointment Expires: August 27, 2021



VENDOR SET: 99 City of Pittsburg, KS

BANK: \* ALL BANKS

DATE RANGE: 1/06/2021 THRU 1/19/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	1/08/2021			188201		
C-CHECK	VOID CHECK	V	1/08/2021			188202		
C-CHECK	VOID CHECK	V	1/08/2021			188215		
C-CHECK	VOID CHECK	V	1/08/2021			188216		
C-CHECK	VOID CHECK	V	1/08/2021			188217		
C-CHECK	VOID CHECK	V	1/08/2021			188223		
C-CHECK	VOID CHECK	V	1/08/2021			188224		
C-CHECK	VOID CHECK	V	1/08/2021			188225		
C-CHECK	VOID CHECK	V	1/08/2021			188236		
C-CHECK	VOID CHECK	V	1/08/2021			188237		
C-CHECK	VOID CHECK	V	1/08/2021			188238		
C-CHECK	VOID CHECK	V	1/08/2021			188241		
C-CHECK	VOID CHECK	V	1/08/2021			188242		

\* \* T O T A L S \* \*

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0.00	0.00	0.00
HAND CHECKS:	0.00	0.00	0.00
DRAFTS:	0.00	0.00	0.00
EFT:	0.00	0.00	0.00
NON CHECKS:	0.00	0.00	0.00
VOID CHECKS:			
13 VOID DEBITS	0.00		
VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			13	0.00	0.00	0.00
BANK: *		TOTALS:	13	0.00	0.00	0.00



VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 1/06/2021 THRU 1/19/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	1/06/2021			000000		1,304.05
0224	KDOR	D	1/07/2021			000000		4,733.71
0224	KDOR	D	1/11/2021			000000		3,733.00
0321	KP&F	D	1/08/2021			000000		45,805.95
0728	ICMA	D	1/08/2021			000000		687.50
0728	ICMA	D	1/15/2021			000000		135.00
1050	KPERS	D	1/08/2021			000000		39,340.29
6415	GREAT WEST TANDEM KPERS 457	D	1/08/2021			000000		4,241.00
6952	ADP INC	D	1/15/2021			000000		6,578.05
7290	DELTA DENTAL OF KANSAS INC	D	1/08/2021			000000		2,237.80
7290	DELTA DENTAL OF KANSAS INC	D	1/15/2021			000000		2,752.98
7877	TRUSTMARK HEALTH BENEFITS INC	D	1/07/2021			000000		3,782.63
7877	TRUSTMARK HEALTH BENEFITS INC	D	1/14/2021			000000		21,615.68
8317	ADCOMP SYSTEMS INC	D	1/11/2021			000000		227.14
8370	WEX HEALTH, INC.	D	1/08/2021			000000		5,539.78
0748	CONRAD FIRE EQUIPMENT	E	1/11/2021			010383		113.79
2004	AIRE-MASTER OF AMERICA, INC.	E	1/11/2021			010384		17.22
8204	SOLARWINDS ITSM US INC	E	1/11/2021			010385		11,545.20
8205	MRI SOFTWARE LLC	E	1/11/2021			010386		940.00
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	1/11/2021			010387		9,045.07
0044	CRESTWOOD COUNTRY CLUB	E	1/11/2021			010388		337.00
0046	ETTINGERS OFFICE SUPPLY	E	1/11/2021			010389		449.47

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 1/06/2021 THRU 1/19/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0055	JOHN'S SPORT CENTER, INC.	E	1/11/2021			010390		240.00
0105	PITTSBURG AUTOMOTIVE	E	1/11/2021			010391		1,506.13
0128	ASCENSION VIA CHRISTI HOSPITAL	E	1/11/2021			010392		210.00
0133	JIM RADELL CONSTRUCTION COMPAN	E	1/11/2021			010393		19,655.12
0194	KANSAS STATE TREASURER	E	1/11/2021			010394		3,020.50
0294	COPY PRODUCTS, INC.	E	1/11/2021			010395		1,305.67
0317	KUNSHEK CHAT & COAL CO, INC.	E	1/11/2021			010396		4,139.18
0328	KANSAS ONE-CALL SYSTEM, INC	E	1/11/2021			010397		288.00
0335	CUSTOM AWARDS, LLC	E	1/11/2021			010398		38.41
0412	NAN MCKAY & ASSOCIATES	E	1/11/2021			010399		419.00
0455	LARRY BARRETT BODY * FRAME * T	E	1/11/2021			010400		4,013.28
0486	MID-STATES ORGANIZED CRIME INF	E	1/11/2021			010401		250.00
0516	AMERICAN CONCRETE CO INC	E	1/11/2021			010402		2,153.48
0530	THYSSENKRUPP CORPORATION	E	1/11/2021			010403		3,747.36
0534	TYLER TECHNOLOGIES INC	E	1/11/2021			010404		51,914.28
0577	KANSAS GAS SERVICE	E	1/11/2021			010405		7,210.96
0589	BERRY TRACTOR & EQUIPMENT	E	1/11/2021			010406		1,578.95
0597	CORNEJO & SONS LLC	E	1/11/2021			010407		178.98
0746	CDL ELECTRIC COMPANY INC	E	1/11/2021			010408		219.23
0866	AVFUEL CORPORATION	E	1/11/2021			010409		16,496.38
1290	CMI INC	E	1/11/2021			010410		799.19
1354	INTERNATIONAL INSTITUTE OF MUN	E	1/11/2021			010411		175.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 1/06/2021 THRU 1/19/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1478	KANSASLAND TIRE #1828	E	1/11/2021			010412		273.32
2005	GALLS PARENT HOLDINGS, LLC	E	1/11/2021			010413		259.85
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	1/11/2021			010414		322.47
2035	O'BRIEN ROCK CO., INC.	E	1/11/2021			010415		1,846.92
2921	DATAPROSE LLC	E	1/11/2021			010416		4,923.65
2945	GALAXIE BUSINESS EQUIPMENT, IN	E	1/11/2021			010417		11,830.00
2960	PACE ANALYTICAL SERVICES LLC	E	1/11/2021			010418		4,620.00
3192	MUNICIPAL CODE CORP	E	1/11/2021			010419		350.00
3668	MID AMERICA PROPERTIES OF PITT	E	1/11/2021			010420		76.00
3802	BRENNTAG MID-SOUTH INC	E	1/11/2021			010421		2,259.00
3847	INTERNATIONAL PUBLIC MANAGEMEN	E	1/11/2021			010422		644.00
4307	HENRY KRAFT, INC.	E	1/11/2021			010423		68.24
4354	LIFESTYLE LEASING INC	E	1/11/2021			010424		1,260.00
4618	TRESA LYNNE MILLER	E	1/11/2021			010425		317.00
5003	SOUTHEAST KANSAS FIREFIGHTERS	E	1/11/2021			010426		125.00
5482	JUSTIN HART	E	1/11/2021			010427		70.00
5770	KANSAS CITY FREIGHTLINER SALES	E	1/11/2021			010428		109.42
5865	ENERGY CONSERVATION INC	E	1/11/2021			010429		206.70
6175	HENRY C MENGHINI	E	1/11/2021			010430		229.50
6203	WAXIE'S ENTERPRISES, LLC	E	1/11/2021			010431		5.24
6558	VERMONT SYSTEMS INC	E	1/11/2021			010432		7,763.07
6846	GREENWAY ELECTRIC, INC.	E	1/11/2021			010433		1,870.35

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 1/06/2021 THRU 1/19/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6851	SCHULTE SUPPLY INC	E	1/11/2021			010434		1,072.75
6936	HAWKINS INC	E	1/11/2021			010435		739.20
7038	SIGNET COFFEE ROASTERS	E	1/11/2021			010436		82.50
7100	FIRST UNITED METHODIST CHURCH	E	1/11/2021			010437		5,450.13
7283	TRUSTMARK HEALTH BENEFITS INC	E	1/11/2021			010438		38,575.36
7407	LIMELIGHT MARKETING LLC	E	1/11/2021			010439		690.00
8200	PLUNKETT'S PEST CONTROL INC	E	1/11/2021			010440		425.00
8207	KANSAS ASSOCIATION OF PUBLIC I	E	1/11/2021			010441		40.00
8240	KLEAN KARS LLC	E	1/11/2021			010442		554.00
8281	SOUTHERN B EVENTS LLC	E	1/11/2021			010443		285.00
8366	JONATHAN WOLGAMOTT	E	1/11/2021			010444		17.00
0046	ETTINGERS OFFICE SUPPLY	E	1/19/2021			010446		377.05
0087	FORMS ONE, LLC	E	1/19/2021			010447		144.00
0117	GATEHOUSE MEDIA KANSAS HOLDING	E	1/19/2021			010448		238.80
0128	ASCENSION VIA CHRISTI HOSPITAL	E	1/19/2021			010449		50.00
0202	CLIFF HIX ENGINEERING INC	E	1/19/2021			010450		21.00
0507	SOUTHEAST KANSAS REGIONAL PLAN	E	1/19/2021			010451		50.00
0534	TYLER TECHNOLOGIES INC	E	1/19/2021			010452		13,188.75
0746	CDL ELECTRIC COMPANY INC	E	1/19/2021			010453		21,402.00
0823	TOUCHTON ELECTRIC INC	E	1/19/2021			010454		99.00
1792	B&L WATERWORKS SUPPLY, LLC	E	1/19/2021			010455		3,599.76
2707	THE LAWNSCAPE COMPANY, INC.	E	1/19/2021			010456		400.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 1/06/2021 THRU 1/19/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2825	STATE OF KANSAS	E	1/19/2021			010457		941.64
3668	MID AMERICA PROPERTIES OF PITT	E	1/19/2021			010458		2,281.45
4262	KDHE SRF	E	1/19/2021			010459		17,682.28
4638	SOUND PRODUCTS	E	1/19/2021			010460		479.52
5648	JASON WISKE	E	1/19/2021			010461		1,000.00
5658	DEANNA J HIGGINS	E	1/19/2021			010462		1,000.00
6394	KEVIN R. HALL	E	1/19/2021			010463		1,816.13
6524	ELLIOTT EQUIPMENT COMPANY	E	1/19/2021			010464		11,223.57
6822	ELIZABETH BRADSHAW	E	1/19/2021			010465		370.60
6995	SUMMER WARREN	E	1/19/2021			010466		200.00
7028	MATTHEW L. FRYE	E	1/19/2021			010467		400.00
7038	SIGNET COFFEE ROASTERS	E	1/19/2021			010468		70.00
7239	JERRY MILLER	E	1/19/2021			010469		755.00
7427	OLSSON INC	E	1/19/2021			010470		358.50
7629	EARLES ENGINEERING & INSPECTIO	E	1/19/2021			010471		2,318.00
7667	BRENT'S ELECTRIC, LLC	E	1/19/2021			010472		1,811.62
7839	VISION SERVICE PLAN INSURANCE	E	1/19/2021			010473		1,740.18
8187	EXELON CORPORATION	E	1/19/2021			010474		3,448.72
8326	KAYLYN HITE	E	1/19/2021			010475		1,000.00
8376	BUSINESS ORIENTED SOFTWARE SOL	E	1/19/2021			010476		2,750.00
6154	4 STATE MAINTENANCE SUPPLY INC	R	1/08/2021			188197		335.95
4205	AMERICAN BANKERS INS CO OF FL	R	1/08/2021			188198		16,267.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 1/06/2021 THRU 1/19/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7662	ARCHIVESOCIAL, INC.	R	1/08/2021			188199		4,788.00
0523	AT&T	R	1/08/2021			188200		7,988.20
1342	CCMFOA OF KANSAS	R	1/08/2021			188203		125.00
1616	CITY OF PITTSBURG	R	1/08/2021			188204		100.00
7648	COVERTTRACK GROUP INC	R	1/08/2021			188205		3,120.00
4263	COX COMMUNICATIONS KANSAS LLC	R	1/08/2021			188206		613.83
4263	COX COMMUNICATIONS KANSAS LLC	R	1/08/2021			188207		58.80
4263	COX COMMUNICATIONS KANSAS LLC	R	1/08/2021			188208		27.09
4263	COX COMMUNICATIONS KANSAS LLC	R	1/08/2021			188209		90.85
4263	COX COMMUNICATIONS KANSAS LLC	R	1/08/2021			188210		96.14
4263	COX COMMUNICATIONS KANSAS LLC	R	1/08/2021			188211		96.14
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	1/08/2021			188212		1,167.63
8334	ENGINEERED POLE STRUCTURES	R	1/08/2021			188213		6,000.00
1108	EVERGY KANSAS CENTRAL INC	R	1/08/2021			188214		92,843.88
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	1/08/2021			188218		367.66
7680	IMA, INC.	R	1/08/2021			188219		9,375.00
7274	INTERNATIONAL TOWN & GOWN ASSO	R	1/08/2021			188220		400.00
0314	KACM	R	1/08/2021			188221		300.00
7108	KANSAS MUNICIPAL INSURANCE TRU	R	1/08/2021			188222		179,819.00
1246	KANSAS DEPT OF COMMERCE	R	1/08/2021			188226		400.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	1/08/2021			188227		763.84
7938	ROSANO DEL PILAR MENDEZ	R	1/08/2021			188228		25.00

VENDOR SET: 99 City of Pittsburg, KS  
 BANK: 80144 BMO HARRIS BANK  
 DATE RANGE: 1/06/2021 THRU 1/19/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7601	MEYER LAW FIRM, LLC	R	1/08/2021			188229		315.00
8371	MERILLAT INC	R	1/08/2021			188230		31,540.00
8206	LINDE INC	R	1/08/2021			188231		2,304.55
0188	SECRETARY OF STATE	R	1/08/2021			188232		25.00
0188	SECRETARY OF STATE	R	1/08/2021			188233		25.00
8037	SEELICKFIX INC	R	1/08/2021			188234		13,800.00
5589	CELLCO PARTNERSHIP	R	1/08/2021			188235		11,547.34
5410	WATCO COMPANIES INC	R	1/08/2021			188239		1,900.45
2350	WCA WASTE SYSTEMS INC	R	1/08/2021			188240		1,063.34
1	BELL, WYLIE	R	1/15/2021			188267		962.50
1616	CITY OF PITTSBURG	R	1/15/2021			188268		100.00
1616	CITY OF PITTSBURG	R	1/15/2021			188269		100.00
8019	CORNERSTONE REGIONAL SURVEYING	R	1/15/2021			188270		119.50
0095	CRAWFORD COUNTY TREASURER	R	1/15/2021			188271		7,045.50
0375	WICHITA WATER CONDITIONING	R	1/15/2021			188272		7.50
8340	MICHAEL DAVID DEPLUE	R	1/15/2021			188273		925.81
4636	EVERGY KANSAS CENTRAL INC. (HA	R	1/15/2021			188274		125.25
7830	CITY OF FRONTENAC	R	1/15/2021			188275		100.00
6422	GARAGE DOOR BROKERS INC	R	1/15/2021			188276		85.00
6833	GREENBUSH	R	1/15/2021			188277		719.00
7414	KANSAS GAS SERVICE (ESG)	R	1/15/2021			188278		10.00
6196	KANSAS MUNICIPAL JUDGES ASSOCI	R	1/15/2021			188279		25.00

VENDOR SET: 99 City of Pittsburg, KS  
BANK: 80144 BMO HARRIS BANK  
DATE RANGE: 1/06/2021 THRU 1/19/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5248	KCDAA	R	1/15/2021			188280		438.00
0225	KDOR	R	1/15/2021			188281		9,768.41
7871	KNOWBE4, INC.	R	1/15/2021			188282		6,553.80
7938	ROSANO DEL PILAR MENDEZ	R	1/15/2021			188283		25.00
6942	MULBERRY LIMESTONE QUARRY	R	1/15/2021			188284		302.76
0392	NAHRO	R	1/15/2021			188285		100.00
7167	QUADIENT LEASING USA INC	R	1/15/2021			188286		345.93
6377	SOUTHEAST KANSAS RECYCLING CEN	R	1/15/2021			188287		687.00
2350	WCA WASTE SYSTEMS INC	R	1/15/2021			188288		1,610.63

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	55	417,846.28	0.00	417,846.28
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	15	142,714.56	0.00	142,714.56
EFT:	93	320,585.09	0.00	320,585.09
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:	163	881,145.93	0.00	881,145.93
BANK: 80144 TOTALS:	163	881,145.93	0.00	881,145.93



VENDOR SET: 99 City of Pittsburg, KS  
BANK: EFT MANUAL EFTS  
DATE RANGE: 1/06/2021 THRU 1/19/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8046	CONVERGEONE, INC.	E	1/12/2021			010445		12,818.40

\*\* 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:	1	12,818.40	0.00	12,818.40
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0			
VOID DEBITS		0.00		
VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: EFT	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	12,818.40	0.00	12,818.40
BANK: EFT	TOTALS:		1	12,818.40	0.00	12,818.40
REPORT TOTALS:			164	893,964.33	0.00	893,964.33

Passed and approved this 26<sup>th</sup> day of January, 2021.

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Chuck Munsell, Mayor

ATTEST:

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Tammy Nagel, City Clerk

**EXTENSION TO THE BUSINESS DEVELOPMENT SERVICES AGREEMENT DATED FEBRUARY 18, 2020**

This Extension to the Business Development Services Agreement dated February 18, 2020 (“Agreement”) between the City of Pittsburg, Kansas and Pittsburg State University is entered into and effective as of the 26<sup>th</sup> day of January, 2021.

In accordance with Section 4.1 of the Agreement the term of the Agreement is extended until January 25, 2022.

IN WITNESS WHEREOF, the parties have executed this Extension of the Agreement at Pittsburg, Kansas this \_\_\_\_ day of January, 2021.

**CITY OF PITTSBURG, KANSAS:**

**PITTSBURG STATE UNIVERSITY:**

By: \_\_\_\_\_

Mayor

By: \_\_\_\_\_

President

## **BUSINESS DEVELOPMENT AND INNOVATION SERVICES AGREEMENT**

This Business Development and Innovation Services Agreement (“Agreement”) between the Pittsburg State University (“PSU”), and the City of Pittsburg, Kansas, a Kansas municipal corporation (“City”), is effective February 11, 2020.

WHEREAS, the City and PSU are committed to the continued growth of the Pittsburg economy; and,

WHEREAS, PSU, and the office of the University Strategic Initiatives (USI) at PSU, desire to provide additional support to the City to effectively help create and attract new businesses, industries and manufacturing concerns to the City, as well as more effectively promote the expansion and growth of existing businesses and industries already located in the City; and,

WHEREAS, USI is comprised of professional staff and the following offices:

- 1) ENTERPRISE PSU: The small business development and financial marketplace arm of USI. This office consists of work done by the Kansas Small Business Development Center, and Kansas Manufacturing Solutions. Enterprise PSU also offers consulting and research assistance to small businesses as well as assistance in development of financial loan packages.
- 2) TYLER RESEARCH CENTER: PSU’s institutional hub for technology transfer and commercialization services, as well as the Kansas Polymer Research Center specializing in bio-based poly-oil research.
- 3) GOVERNMENT AND COMMUNITY RELATIONS: Local, state and federal advocacy for PSU as well as the City of Pittsburg regarding economic development.
- 4) PROFESSIONAL STAFF: Additional professional staff members include the Chief Strategy Officer, the Director of Community Engagement and the Director of Strategic Communication.

WHEREAS, the City desires to utilize the services of PSU and USI and PSU desires to provide the City with the assistance and services of the USI; and

WHEREAS, the use of the term PSU herein shall include USI.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

### **1. Retention and Description of Services**

- a. As of the effective date of this Agreement, the City agrees to retain the services of PSU, and PSU agrees to perform and complete the services related to creating and attracting industries and businesses to the City, and to promoting and assisting in the growth and expansion of existing businesses and industries, as generally described in the Scope of Work, attached as Exhibit A and incorporated herein by reference. The Scope of Work

shall include services relating to the attraction and recruitment of businesses and industries of all types to locate and/or grow within the geographic boundaries of the City, as well as promoting and developing ongoing and substantial contacts with existing businesses located within the City.

- b. The City reserves the right to direct revision of the Scope of Work at the City's discretion, to the extent that such revisions are consistent with the intent of this Agreement and are agreeable with PSU.
- c. The term "Services" when used in this Agreement shall mean all services set forth in the Scope of Work.

## **2. PSU as Independent Contractor**

The City shall retain PSU as an independent contractor, and PSU hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. The City shall provide such financial, legal and other administrative services as may be necessary to carry out the terms of this Agreement.

## **3. Compensation; Expenses**

### **3.1 Fees**

In full satisfaction for any and all services rendered by PSU for the City under this Agreement, as specified in Exhibit A, the City will pay PSU the total sum of Fifty Thousand and no/100 (\$50,000.00) Dollars annually, payable in equal quarterly installments beginning on February 11, 2020.

### **3.2 Expenses**

Out of the fees specified in Section 3.1, PSU will pay any and all operating expenses and overhead costs for the Services it agrees to provide to the City, including payroll, withholding taxes, health insurance, and any and all other benefits it normally provides to its employees, in addition to regular operating expenses. The City shall pay for the development and production costs relating to marketing brochures and materials, website and internet designs exclusively related to economic development, and any other advertising materials that the City and PSU shall agree are necessary for PSU to fulfill the terms of this Agreement. The City will not pay for travel expenses unless such expenses are pre-approved in writing by the City Manager.

### **3.3 Withholding; Benefits**

All fees payable to PSU under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, or income taxes, nor shall the City be obligated to pay any of PSU's employees' taxes. PSU hereby agrees that it shall be solely responsible for all taxes, withholding, FICA, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding. In addition, PSU, its employees or assigns, shall not be eligible for, nor participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.



#### **4. Term; Extension and Termination.**

##### **4.1 Term; Extension**

The term of this agreement shall begin on February 11, 2020, and terminate on December 31, 2020, unless terminated earlier in accordance with this Agreement. If the City and PSU wish to extend the term of this Agreement, then they may do so by a written extension signed by representatives of both parties, and the same may be extended from year to year thereafter by a written extension.

##### **4.2 Termination**

Notwithstanding anything to the contrary in Section 4.1, this Agreement may be terminated by either party without cause upon six (6) months' prior written notice. The relationship under this Agreement may also be terminated upon thirty (30) days advance written notice if, or in the City's sole determination:

- (1) PSU has refused, failed, or is unable to render the Services under this Agreement;
- (2) PSU has breached any of its other obligations under this Agreement; or
- (3) PSU has engaged or is engaging in conduct that in the City's sole determination is detrimental to the City.

If the Agreement is terminated for any of the reasons set forth in the preceding paragraph, the right of PSU to compensation set forth in Section 3 of this Agreement shall cease on the date of such termination, and the City shall have no further obligation to PSU under any of the provisions of this Agreement.

#### **5. Confidential Information**

(a) As used in this Agreement, the following words, terms, and phrases shall have the meanings set forth below:

- (1) "Confidential Information" shall mean and include any and all information of the following types, which may be provided by the City or a business or industrial prospect or existing Pittsburg business or industry to PSU as a part of its recruitment and development activities pursuant to this Agreement, to-wit: (a) business or financial information, financial statements, projections, business plans, or strategic or marketing plans, market studies, or analyses of prospects or existing businesses or corporations; (b) cost and expense information, pricing and discount information, gross or net profit margins, or analyses; (c) technical data, specifications, computer software (including both source code and object code or "executable" software), databases, and database designs; (d) processes, transactions, and transaction procedures; (e) production data, shop drawings, engineering studies or reports, feasibility studies or manufacturing studies, product specifications, identity of suppliers or terms of supply agreements or arrangements, production procedures, trade secrets, or secret or proprietary processes and formulae; (f) marketing and customer data (including, but not limited to, identity or demographic analyses of customers), focus group reports, "shopping"

reports, and marketing or advertising studies; (g) terms, conditions, provisions, or obligations of any contracts or agreements to which a prospect is a party or to which any of its assets are subject, or the identity of any Person who is a party to any contract or agreement with a prospect; (h) site selections or review reports, site selection criteria, demographic analyses of or regarding any locations of prospects, the terms of any lease for any such retail outlet, or any summary thereof; (i) the identity of any employee of any prospect, and the compensation, benefits, or terms of employment of any such employee; and (j) such other information of or regarding a prospect that it actually maintains as confidential or proprietary; provided, however, that such information shall be deemed confidential only to the extent that it (1) has not been previously disclosed to the public, or (2) is not ascertainable from public or published information or trade sources, or (3) is not subsequently publicly disclosed (other than by a violation of this Agreement). Any Information that is marked or otherwise identified as "Confidential Information" at the time of Disclosure shall be presumed to be Confidential Information for the purposes of this Agreement.

(2) "Information" shall mean and include any data or information disclosed in the form of (a) any written information, reports, documents, books, notebooks, memoranda, charts, or graphs; (b) computer tapes, disks, CD-ROM, files, or other mechanical or electronic media; (c) oral statements, representations, or presentations; (d) audio, visual, or audio-visual materials or presentations, including audiotapes, videocassettes, laser discs, or CDs; and (e) any other documentary, written, magnetic, or other permanent or semi-permanent form.

(3) "Disclose" or "Disclosure" shall mean and include any delivery, transmittal, presentation, or representation of Information, by any Person to any other Person.

(4) "Person" shall mean and include any individual or natural person, corporation, trust, proprietorship, partnership, limited partnership, joint venture, limited liability company, limited liability partnership, or any other entity.

(b) PSU, its employees, officers, directors, and assigns, agree to retain and maintain in strict confidence, and to require its agents, employees, independent contractors, and advisors to retain in confidence, any and all Confidential Information of any and all prospects which it may come into contact with. PSU agrees that, without the prior express written consent of the City or any of its business or industrial prospects, PSU shall not, either directly or indirectly, individually or in concert with others: (1) Disclose any such Confidential Information to any other Person; (2) use any such Confidential Information for the benefit of any Person other than the City; or (3) permit any Confidential Information to be Disclosed to or used by any Person other than the City.

(c) PSU expressly agrees and acknowledges that its obligations pursuant to this Section 5 shall continue, notwithstanding the expiration of this Agreement, the completion of the services, and/or any termination of this Agreement by either the City or PSU, so long as PSU, or any agent, employee, independent contractor, or advisor of PSU, has any knowledge, possession, or control of, or access to, any Confidential Information. Upon the completion of the services, or any other termination or expiration of this Agreement, for any reason, PSU shall, if required to do so by the City, promptly return to the City (without retaining copies, in any medium) any and all Confidential Information in the possession or control of PSU.



**6. Assignment and Successors**

PSU may not assign any of its rights or duties under this Agreement without the prior written consent of the City, which consent shall be at the City’s sole discretion.

**7. Governing Law**

The parties agree that this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

**9. Notices**

Any notices to be given under this Agreement shall be in writing, hand-delivered or sent first class mail, postage prepaid, addressed to such party as follows:

(a) Notices to the City:  
City Manager  
City of Pittsburg, Kansas  
201 W. 4<sup>th</sup> Street  
P. O. Box 688  
Pittsburg, KS 66762

(b) Notices to PSU:  
President  
Pittsburg State University  
1701 S. Broadway  
Pittsburg, KS 66762

Notices sent in accordance with this Section shall be deemed effective upon receipt if hand-delivered or three days after mailing. Any changes in the information set forth in this Section shall be upon notice to the other party delivered in the manner set forth above.

**10. Entire Agreement**

This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Pittsburg, Kansas this 18<sup>th</sup> day of February, 2020



**CITY OF PITTSBURG, KANSAS:**

By: Dawn McRay  
Mayor

**PITTSBURG STATE UNIVERSITY:**

By: [Signature]  
President

## **EXHIBIT A SCOPE OF WORK**

### **I. Core Responsibilities**

- a. Coordinate with the Chamber of Commerce on a weekly report of activities to the City Manager and quarterly report of activities to the City Commission.

### **II. Business Attraction**

- a. Creation of industry sector “SWAT” teams from local business leaders focused on new business attraction.
- b. Work with JCUAB and Imagine Pittsburg 2030 to identify target industry taskforces with goal of cluster development.
  - i. Meet with these groups twice quarterly.
- c. Participate in economic development and site selection conferences.
  - i. Build networks within specific target industries and niches at conferences and trade shows.
- d. Creation of target industry analysis stock proposals for potential industry/business location.
  - i. Send to site selection/Kansas Department of Commerce consultants and other representatives that work with industries to locate businesses.
- e. Pittsburg government relations advocacy at state and federal level for business attraction.
- f. **Key Metrics & Goal**
  - i. Deal conversion rate (prospects/proposals into qualified lead): 10%
  - ii. Prospect Proposals: 20 minimum
  - iii. Prospect Visits: 2

### **III. Small Business Support**

- a. Survey businesses to understand local skills gaps, small business needs, opportunities and challenges.
- b. Explore online platforms for skills-based training and promote to employers
- c. Continued small business consulting and programming.
- d. **Key Metrics & Goal:**
  - i. Total Capital Investment: \$2.5 million
  - ii. Entrepreneur Investment: \$250,000
  - iii. Businesses Served: 50 businesses/500+ hours

### **IV. Entrepreneurship, Innovation, Research and Development**

- a. Support development of Block22 business incubator/accelerator.
- b. Promote, develop, and support entrepreneur funding streams.
  - i. Increase SEK Prosperity Foundation Loans.

- ii. Aid businesses in bank loan preparation.
- iii. Creation of Community Investment/Opportunity Zone Organization
- c. Increase foreign-born entrepreneur focus particularly in target industries.
  - i. Leverage Federal Startup Visa program to attract foreign born entrepreneurs. Work with AIESEC to attract foreign IT talent to Pittsburg.
- d. Specialized innovation/business plan competition for Pittsburg State University and area K-12 students.
- e. Development of technology transfer program at Pittsburg State University
  - i. Investigate best practices for expanding commercialization activity
  - ii. Help build incentives and opportunities to occupy and expand research park.
- f. **Key Metrics & Goal:**
  - i. New Business Starts: 15
  - ii. Number of Incubated Businesses: 5
  - iii. R&D Spending: \$500,000

V.

**Economic Development Marketing**

- a. Create new collateral materials to market effective selling points for Pittsburg.
- b. Develop and enhance new economic development pages on City website.
  - i. Prominently advertise target industries and associated assets online.
- c. Marketing campaign to industry specific markets with significant base of PSU alumni.
  - i. Marketing campaign to upcoming and recent graduates.
- d. **Key Metrics to Track:**
  - i. Website Visitors
    - 1. Average number of click through
    - 2. Average number of page views
    - 3. Average time spent on website
  - ii. Number of subscribers to content
  - iii. Campaigns aimed at PSU alumni: 4 minimum

**VI. Block22 Community/Economic Development**

- a. Development of entrepreneur and community programming at Block22.
  - i. Includes coding program within makerspace program
  - ii. More dual credit courses for high school students.
  - iii. Includes health and wellness programs
- b. Exploration of community-wide internship/apprenticeship opportunity platform.
- c. Support and participation in the Downtown Advisory Board and Downtown Pittsburg.

**EXTENSION TO THE ECONOMIC DEVELOPMENT SERVICES AGREEMENT DATED FEBRUARY 11, 2020**

This Extension to the Economic Development Services Agreement dated February 11, 2020 (“Agreement”) between the City of Pittsburg, Kansas and the Pittsburg Area Chamber of Commerce is entered into effective as of the 26<sup>th</sup> day of January, 2021.

In accordance with Section 5 of the Agreement the term of the Agreement is extended until January 25, 2022.

IN WITNESS WHEREOF, the parties have executed this Extension to the Agreement at Pittsburg, Kansas this \_\_\_\_ day of January, 2021.

**CITY OF PITTSBURG, KANSAS:**

By: \_\_\_\_\_

Mayor, Chuck Munsell

**PITTSBURG AREA CHAMBER OF COMMERCE:**

By: \_\_\_\_\_

Chairman of the Board, Robin Mussa



## **ECONOMIC DEVELOPMENT SERVICES AGREEMENT**

This Economic Development Services Agreement (“Agreement”) between the Pittsburg Area Chamber of Commerce, a Kansas not-for-profit corporation, ("Chamber") and the City of Pittsburg, Kansas, a Kansas municipal corporation, ("City") is effective February 11, 2020.

**WHEREAS**, the City and the Chamber have historically cooperated to encourage industrial, manufacturing and retail business growth by using the volunteer efforts of Chamber members; and,

**WHEREAS**, the volunteer members of the Chamber require additional support from the City to create an environment supportive of existing and incoming businesses and,

**WHEREAS**, the Governing Body of the City desires to obtain necessary additional services related to the location and support of existing and new industrial, manufacturing and retail businesses in the City and surrounding areas; and,

**WHEREAS**, the Chamber, through its skilled and knowledgeable employees, is qualified and capable of performing the services related to the location and support of existing and new industrial, manufacturing and retail businesses in the City and the continuation of mutually beneficial relationships with existing businesses and industries.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

### **1. Retention of Chamber; Description of Services**

- a. As of the effective date of this Agreement, the City agrees to retain the Chamber and the Chamber agrees to perform and complete the services related to the creation of a supportive environment in the City for industrial, manufacturing and retail businesses, and to promoting and assisting in the growth and expansion of existing industrial, manufacturing and retail businesses within the geographic boundaries of the City, as generally described in the Scope of Work, attached as Exhibit A and incorporated by reference. The Scope of Work shall include maintaining, promoting and developing ongoing and substantial contacts with existing businesses to achieve the goal of economic development.
- b. The City reserves the right to direct revision of the Scope of Work at the City’s discretion, to the extent that such revisions are consistent with the intent of this Agreement and are agreeable with the Chamber.
- c. The term “Services” when used in this Agreement shall mean all services set forth in the Scope of Work. The Chamber shall not provide any additional services to the City as a part of this Agreement without the prior written consent of the City.

## **2. Chamber as Independent Contractor**

The City shall retain the Chamber as an independent contractor, and the Chamber hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. The Chamber will perform consulting and advisory services on behalf of the City with respect to all matters relating to or affecting business and industrial recruitment and retention. The Chamber shall perform and discharge well and faithfully for the City such services during the term of this Agreement. The City shall provide such financial, legal and other administrative services as may be necessary to carry out the terms of this Agreement.

## **3. Compensation; Expenses**

### **3.1 Fees**

In full satisfaction for any and all services rendered by the Chamber for the City under this Agreement, as specified in Exhibit A, the City will pay the Chamber the total sum of \$45,000 Thousand and no/100 (\$45,000) Dollars annually, payable in equal monthly installments on or before the 5th day of each month on account of the prior month.

### **3.2 Expenses**

Out of the fees specified in Section 3.1, the Chamber will pay any and all operating expenses and overhead costs for the Services it agrees to provide to the City, including payroll, withholding taxes, health insurance, and any and all other benefits it normally provides to its employees, in addition to regular and reasonable traveling operating expenses. The City shall pay for the development and production costs relating to marketing brochures and materials, website and Internet designs exclusively related to economic development, and any other advertising materials that the City and the Chamber shall agree are necessary for the Chamber to fulfill the terms of this Agreement. The City shall also pay directly to the vendors or other third parties dues and memberships in various regional and national economic development organizations as agreed upon by the parties, which may be amended from time to time by mutual consent of the parties.

### **3.3 Withholding; Benefits**

All fees payable to the Chamber under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, or income taxes, nor shall the City be obligated to pay any of Chamber's employees' taxes. The Chamber hereby agrees that it shall be solely responsible for all taxes, withholding, FICA, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding. In addition, the Chamber, its employees or assigns, shall not be eligible for, nor participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.



#### **4. Reporting to the City.**

The Chamber President shall review and monitor the progress made by the Chamber on all aspects of the Services to be provided to the City, including specific contacts made with prospects, as well as with existing businesses and industries, and shall report the same no less than weekly to the City Manager in a confidential written report. The City Manager may provide all or any part of this report to the City Commission. The Chamber President shall also participate in any meetings of the City Commission and/or City Staff that the City Manager deems necessary or expedient to promote the economic development activities of the City through this Agreement, and the City shall provide whenever practicable at least 48 hours' prior notice of any meeting or event requiring the attendance and participation of the Chamber. The Chamber President shall provide a report on the services provided by the Chamber under this Agreement to the City at least quarterly during regularly scheduled meetings of the governing body. The Scope of Work to be performed by the Chamber under this Agreement may be reviewed and amended by the City during each quarterly report.

#### **5. Term and Termination.**

The term of this agreement shall begin on February 11 2020, and terminate on December 31, 2020, unless terminated earlier in accordance with this Agreement. If the City and the Chamber wish to extend the term of this Agreement, then they may do so by a written extension signed by representatives of both parties, and the same may be extended from year to year thereafter through December 31 of each year by a similar written extension.

Notwithstanding anything to the contrary in Section 5, the independent contractor relationship under this Agreement may be terminated by either party without cause upon three (3) months' prior written notice. The relationship under this Agreement may also be terminated upon thirty (30) days advance written notice if, the current Chamber President leaves the employ of the Chamber, or in the City's sole determination:

- (1) The Chamber has refused, failed, or is unable to render consulting services under this Agreement;
- (2) The Chamber has breached any of its other obligations under this Agreement; or
- (3) The Chamber has engaged or is engaging in conduct that in the City's sole determination is detrimental to the City.

If the independent contractor relationship is terminated for any of the reasons set forth in the preceding paragraph, the right of the Chamber to compensation set forth in Section 3 of this Agreement shall cease on the date of such termination, and the City shall have no further obligation to the Chamber under any of the provisions of this Agreement.

#### **6. Confidential Information**

- (a) As used in this Agreement, the following words, terms, and phrases shall have the meanings

set forth below:

(1) "Confidential Information" shall mean and include any and all information (as defined in this Agreement) of the following types, which may be provided by the City or a business or industrial prospect or existing Pittsburgh business or industry to the Chamber as a part of its recruitment and development activities pursuant to this Agreement, to-wit: (a) business or financial information, financial statements, projections, business plans, or strategic or marketing plans, market studies, or analyses of prospects or existing businesses or corporations; (b) cost and expense information, pricing and discount information, gross or net profit margins, or analyses; (c) technical data, specifications, computer software (including both source code and object code or "executable" software), databases, and database designs; (d) processes, transactions, and transaction procedures; (e) production data, shop drawings, engineering studies or reports, feasibility studies or manufacturing studies, product specifications, identity of suppliers or terms of supply agreements or arrangements, production procedures, trade secrets, or secret or proprietary processes and formulae; (f) marketing and customer data (including, but not limited to, identity or demographic analyses of customers), focus group reports, "shopping" reports, and marketing or advertising studies; (g) terms, conditions, provisions, or obligations of any contracts or agreements to which a prospect is a party or to which any of its assets are subject, or the identity of any Person who is a party to any contract or agreement with a prospect; (h) site selections or review reports, site selection criteria, demographic analyses of or regarding any locations of prospects, the terms of any lease for any such retail outlet, or any summary thereof; (i) the identity of any employee of any prospect, and the compensation, benefits, or terms of employment of any such employee; and (j) such other information of or regarding a prospect that it actually maintains as confidential or proprietary; provided, however, that such information shall be deemed confidential only to the extent that it (1) has not been previously disclosed to the public, or (2) is not ascertainable from public or published information or trade sources, or (3) is not subsequently publicly disclosed (other than by a violation of this Agreement). Any Information that is marked or otherwise identified as "Confidential Information" at the time of Disclosure shall be presumed to be Confidential Information for the purposes of this Agreement.

(2) "Information" shall mean and include any data or information disclosed in the form of (a) any written information, reports, documents, books, notebooks, memoranda, charts, or graphs; (b) computer tapes, disks, CD-ROM, files, or other mechanical or electronic media; (c) oral statements, representations, or presentations; (d) audio, visual, or audio-visual materials or presentations, including audiotapes, videocassettes, laser discs, or CDs; and (e) any other documentary, written, magnetic, or other permanent or semi-permanent form.

(3) "Disclose" or "Disclosure" shall mean and include any delivery, transmittal, presentation, or representation of Information, by any Person to any other Person.

(4) "Person" shall mean and include any individual or natural person, corporation, trust, proprietorship, partnership, limited partnership, joint venture, limited liability company, limited liability partnership, or any other entity.

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(b) The Chamber President agrees that confidential information regarding prospects seeking assistance through the City's Sales Tax Revolving Loan Fund (RLF) shall not be provided to nor shared with the Chamber Board of Directors unless such person is a current member of the City's Economic Development Advisory Committee. Further, the Chamber acknowledges and understands that all decisions in regard to the expenditure of RLF funds remains the sole and exclusive decision of the City's governing body.

(c) The Chamber, its employees, officers, directors, and assigns, agree to retain and maintain in strict confidence, and to require its agents, employees, independent contractors, and advisors to retain in confidence, any and all Confidential Information of any and all prospects which it may come into contact with. The Chamber agrees that, without the prior express written consent of the City or any of its business or industrial prospects, the Chamber shall not, either directly or indirectly, individually or in concert with others: (1) Disclose any such Confidential Information to any other Person; (2) use any such Confidential Information for the benefit of any Person other than the City; or (3) permit any Confidential Information to be Disclosed to or used by any Person other than the City.

(d) The Chamber expressly agrees and acknowledges that its obligations pursuant to this Section 6 shall continue, notwithstanding the expiration of this Agreement, the completion of the services, and/or any termination of this Agreement by either the City or the Chamber, so long as the Chamber, or any agent, employee, independent contractor, or advisor of the Chamber, has any knowledge, possession, or control of, or access to, any Confidential Information. Upon the completion of the services, or any other termination or expiration of this Agreement, for any reason, the Chamber shall, if required to do so by the City, promptly return to the City (without retaining copies, in any medium) any and all Confidential Information in the possession or control of the Chamber.

## **7. Assignment and Successors**

The Chamber may not assign any of its rights or duties under this Agreement without the prior written consent of the City, which shall be at its sole discretion. The parties agree that this Agreement shall be binding upon the successors of each party and shall inure to the benefit of, and be enforceable by, such successors, and any officers or directors thereof.

## **8. Governing Law**

The parties agree that this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

## **9. Notices**

Any notices to be given under this Agreement shall be in writing, sent by registered or certified mail, postage prepaid, return receipt requested, or by telegram or facsimile followed by a confirmation letter sent as provided above, addressed to such party as follows:

(a) Notices to the City:

City Manager  
City of Pittsburg, Kansas  
201 W. 4<sup>th</sup> Street  
P. O. Box 688  
Pittsburg, KS 66762

(b) Notices to the Chamber:

President  
Pittsburg Area Chamber of Commerce  
117 W. 4<sup>th</sup> Street  
P. O. Box 1115  
Pittsburg, KS 66762

Notices sent in accordance with this Section shall be deemed effective on the date of dispatch. Any changes in the information set forth in this Section shall be upon notice to the other party delivered in the manner set forth above.

**10. Entire Agreement**

This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Pittsburg, Kansas this 11<sup>th</sup> day of February, 2020.

**CITY OF PITTSBURG, KANSAS:**

By: Dawn McNay  
Mayor, Dawn McNay

**PITTSBURG AREA CHAMBER OF COMMERCE:**

By: Jeffrey Elliott  
Chairman of the Board, Jeffrey Elliott

# Exhibit A

## SCOPE OF WORK

### Business Retention and Expansion

The duties include the establishment of tracking and reporting processes and systems required to adequately document and inform the City and any State or federal agencies regarding the status of any and all activities undertaken on behalf of the City regarding economic development. The City Manager will be provided weekly reports regarding economic development activities. The responsibilities and activities listed herein will be amended as the agreement is renewed periodically.

#### **A. Core Responsibilities**

Provide for economic development activities for business retention and expansion as assigned by the City Manager. This includes providing support to the Economic Development Advisory Committee by setting the agenda, preparing minutes, acting as the liaison between the applicants and the Board, and presenting information to the Board as needed.

- a. Monitor forgivable loans to ensure appropriate investment/employment thresholds are being met.
- b. Ensure new and existing property tax abatements are properly considered and renewed each year.

#### **B. Retaining Businesses**

- a. Implement a formal Business Retention & Expansion (BRE) program. BRE program will consist of arranging on-site meetings with local employers each month. Meetings will take place across the range of sectors and size of business. Information reported will include:
  - i. How is the business doing?
  - ii. Future plans, concerns, opportunities, requests?
  - iii. Local issues affecting your business?

This communication with existing businesses will help address any potential issues early while also identifying potential growth opportunities. Minimum goal is 36 in-person visits each year.



- b. Nominate at least one Pittsburg business for the “Red Tire” program, coordinated by the KU College of Business, which seeks to match graduates of Regents Institutions looking for opportunity with retiring business owners.

**C. Expansion of Businesses**

- a. Through BRE program, media coverage, and referrals, work with the PSU University Strategic Initiatives, local banks, etc., to proactively assist businesses with growth opportunities and work those to completion of their expansion. The scope of services required will vary by project, but could include gap financing, assistance in finding a location, building improvements, property tax exemptions, help navigating the city permitting process and securing state incentives.
- b. Promote industry clusters by conducting regular meetings of businesses with complementary models and markets to establish local supplier and support networks. Clusters will include (but are not limited to) advanced manufacturing, creative and technical services, health care, food sourcing, processing and packaging, and destination retail and entertainment.

**D. Workforce Development**

- a. Coordinate with Pittsburg High School (“PHS”) education.
  - i. Support work force development efforts for existing employers through PHS and the Southeast Kansas Career and Technical Education Center of Crawford County, LLC.
  - ii. Expand child care options in Pittsburg.
  - iii. Implement a community ‘onboarding’ process that provides support and encouragement to people relocating or considering relocating to Pittsburg.
- b. Redevelopment.
  - i. Actively contact owners of blighted buildings to offer assistance in restoring or finding new owners. Where appropriate, work with property owners to utilize RLF funds to rehabilitate dilapidated buildings. Goal would be contacting three of these owners monthly.
  - ii. Develop and maintain an inventory of available commercial space (both land and buildings) and actively work with PSU University Strategic Initiatives to find appropriate locations for prospective businesses. This would include actively promoting sites to businesses in target industries and retail.

- c. Downtown Growth and Reinvestment.
  - i. As vacant buildings become available, coordinate with the City Department of Housing and Community Development to support property owners in finding new tenants. This will be done by adding properties to the appropriate website and providing information to local realtors.

**E. Report Weekly to the City Manager on Progress**



**HUMAN RESOURCES**

201 West 4<sup>th</sup> Street · Pittsburg  
KS 66762

(620) 231-4100

[www.pittks.org](http://www.pittks.org)

January 26, 2021

Mr. Daron Hall  
City Manager  
City of Pittsburg  
201 W. 4<sup>th</sup> Street  
Pittsburg, KS 66762

Dear Daron:

This letter will amend your November 26, 2019 employment agreement and serve as the successor agreement between you and the City of Pittsburg regarding the terms and conditions of your continued employment as City Manager. These terms and conditions are as follows, to wit:

1. You agree to abide by the policies and procedures set forth in the City of Pittsburg Employee Handbook and amendments thereto.
2. An annual salary of \$155,295 (reflects 2% COLA for full time employees).
3. The City will pay the full monthly health insurance premium for you and your family, subject to all plan benefits, terms and exclusions.
4. If you desire to attend, the City will pay your registration, fees and expenses to the Annual International City Management Association Conference, National League of Cities Annual Conference, League of Kansas Municipalities Annual Conference and Annual Conference of the Kansas Association of City Management. Should your spouse choose to attend any of the conferences other than the League of Kansas Municipalities Annual meeting, you will be responsible for her transportation and expenses.
5. The City will pay for membership to one (1) local community service organization of your choice.
6. The City will pay for full family golf membership at Crestwood Country Club. If you incur expenses at Crestwood Country Club for other than City business, you will be responsible for those expenses.
7. The City will pay up to \$1,100 maximum towards a family membership to any health and fitness organization in Pittsburg on an annual basis.
8. In the event your employment is terminated by the City for other than malfeasance of office, the commission of an illegal act or violation of City policy (per Employee Handbook), the City will pay your unused accrued vacation time, nine (9) months' salary (minus standard withholdings and taxes), plus health

benefits (medical and dental) for you and your family for 9 months, as severance pay. A reduction in pay or benefits which applies proportionately to all City employees shall not be construed as a termination of employment.

9. Should you voluntarily terminate your employment with the City of Pittsburg, you agree to provide the City with at least thirty (30) days advance written notice.
10. The City will pay you an automobile expense allowance at the rate of \$600.00 per month plus the current State of Kansas allowance per mile for travel outside the City limits on municipal government business only. To qualify for the automobile expense allowance, the automobile must be registered in your name, it must be a 4-door, no less than a mid-size class, and no more than ten (10) model years old. You will be responsible for all expenses related to the automobile, including maintenance and insurance. A Certificate of Insurance shall be submitted to the City Clerk evidencing current coverage for the automobile, which shall meet or exceed the minimum liability requirements as determined by the Kansas Tort Claims Act.
11. The City will provide you all standard fringe benefits available to City employees. Any optional benefits available to City employees will be available to you at your cost and expense.
12. You will accrue vacation in accordance with normal City policy.
13. The City will pay an annual amount of 10% of your annual gross salary to the deferred compensation plan of the ICMA Retirement Corporation.

On behalf of the Commission and Staff, I would like to thank you for your service to the City of Pittsburg.

Please sign one copy of this letter indicating your acceptance of this offer and retain one copy for your files.

Sincerely,

Chuck Munsell  
Mayor

I accept terms of the employment offered on January 26, 2021.

\_\_\_\_\_  
Daron R. Hall

\_\_\_\_\_  
Date