

Table of Contents

Agenda	3
Approval of the February 8, 2022, City Commission Meeting minutes.	
February 8, 2022 Minutes.	5
Approval of the request submitted by Graig Moore to renew the Dance Hall License for Mooreman’s, Inc., located at 1608 South Broadway, and authorize the City Clerk to issue the license.	
Dance Hall License - Mooremans.	8
Approval of staff recommendation to purchase twenty-four sets of Safariland SX brand ballistic armor vests, twenty-four covert vest carriers, twenty-four 5"x7" ballistic/impact trauma plates, and thirty-nine Safariland Oregon City brand external carriers, with name and police identification patch tabs, from Baysinger's Police Supply, of Wichita, Kansas, for the total purchase price of \$33,303.00, and authorize the issuance of the necessary purchase order.	
Body Armor Purchase Memo	10
Body Armor Purchase Quote	13
Body Armor Purchase Safariland SX	14
Body Armor Purchase Safariland M2	15
Approval of staff recommendation to accept a grant in the amount of \$90,000 from the Kansas Housing Resources Corporation (KHRC) to administer the Tenant Based Rental Assistance (TBRA) program to provide security deposits for low-income households and authorize the Mayor to sign the appropriate documents on behalf of the City.	
TBRA Grant Information	16
Approval of staff recommendation to enter into an Agricultural Land Lease between Campbell Farms, LLC, and the City of Pittsburg, in which Campbell Farms, LLC, will lease 90 acres of tillable land and grass land located at 4303 North Free King Highway, in the total amount of \$5,250, for the term beginning on February 22, 2022 and concluding on February 21, 2023, and authorize the Mayor to sign the lease on behalf of the City.	
Monte Industrial Park Land Lease Memo	28
Monte Industrial Park Lease Bid Packet	29
Monte Industrial Park Lease Bid Acknowledgements.	32
Monte Industrial Park Lease	33
Monte Industrial Park Lease Exhibit A	37
Approval of the Appropriation Ordinance for the period ending February 22, 2022, subject to the release of HUD expenditures when funds are received.	
Check list	38

HORTON'S PIZZA PLUS, INC. PROJECT - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to assist Horton's Pizza Plus, Inc. with infrastructure/utility improvements that will be necessary to facilitate the construction of a new 4,000 square foot Horton's Pizza Plus facility, located at 1601 East 4th Street, to include up to \$30,000 for a wastewater relocation project and up to \$10,000 for sidewalk repairs.

Hotron's Pizza Plus, Inc. Project Memo.	55
Horton's Pizza Plus, Inc. Project Summary	56
Horton's Pizza Plus, Inc. Project Floor Plan.	58
Horton's Pizza Plus, Inc. Project RLF Application.	59

ANGELES PROPERTIES, LLC, PROJECT - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to assist Angeles Properties, LLC, with approach/parking lot and sidewalk improvements that will be necessary to facilitate the renovation of the property to be leased by Jones-Heritage Realtors, located at 1002 South Broadway, to include up to \$25,000 for drive approach/parking lot improvements and up to \$5,000 for sidewalk repairs.

Angeles Properties, LLC Project Memo.	66
Angeles Properties, LLC Project RLF Application.	67

VARIANCE - SULLIVAN - 1515 EAST 14TH STREET - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve a variance request submitted by Matthew Sullivan to allow a 1,200 square foot garage at 1515 East 14th Street.

City Commission Memo - Sullivan - 1515 E 14th	73
Aerial Map - Sullivan - 1515 E 14th	74
Property Boundary Map - Sullivan - 1515 E 14th	75

ZONING CHANGE - MONTE INDUSTRIAL PARK - 4303 N Free King Hwy - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve the request submitted by the City of Pittsburg to change the zoning of certain areas, located in the Monte Industrial Park at 4303 N Free King Hwy, from Not Zoned to IP-3, Planned Heavy Industrial.

City Commission Memo - Zoning Change - Monte Industrial Park - 4303 N Free King Hwy.	76
Aerial Map - Zoning Change - Monte Industrial Park - 4303 N Free King Hwy	78

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, February 22, 2022
5:30 PM

CALL TO ORDER BY THE MAYOR:

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

CONSENT AGENDA:

- a. Approval of the February 8, 2022, City Commission Meeting minutes.
- b. Approval of the request submitted by Graig Moore to renew the Dance Hall License for Mooreman's, Inc., located at 1608 South Broadway, and authorize the City Clerk to issue the license.
- c. Approval of staff recommendation to purchase twenty-four sets of Safariland SX brand ballistic armor vests, twenty-four covert vest carriers, twenty-four 5"x7" ballistic/impact trauma plates, and thirty-nine Safariland Oregon City brand external carriers, with name and police identification patch tabs, from Baysinger's Police Supply, of Wichita, Kansas, for the total purchase price of \$33,303.00, and authorize the issuance of the necessary purchase order.
- d. Approval of staff recommendation to accept a grant in the amount of \$90,000 from the Kansas Housing Resources Corporation (KHRC) to administer the Tenant Based Rental Assistance (TBRA) program to provide security deposits for low-income households and authorize the Mayor to sign the appropriate documents on behalf of the City.
- e. Approval of staff recommendation to enter into an Agricultural Land Lease between Campbell Farms, LLC, and the City of Pittsburg, in which Campbell Farms, LLC, will lease 90 acres of tillable land and grass land located at 4303 North Free King Highway, in the total amount of \$5,250, for the term beginning on February 22, 2022 and concluding on February 21, 2023, and authorize the Mayor to sign the lease on behalf of the City.
- f. Approval of the Appropriation Ordinance for the period ending February 22, 2022, subject to the release of HUD expenditures when funds are received.

ROLL CALL VOTE.

CITY OF PITTSBURG, KANSAS
COMMISSION AGENDA
Tuesday, February 22, 2022
5:30 PM

CONSIDER THE FOLLOWING:

- a. HORTON'S PIZZA PLUS, INC. PROJECT - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to assist Horton's Pizza Plus, Inc. with infrastructure/utility improvements that will be necessary to facilitate the construction of a new 4,000 square foot Horton's Pizza Plus facility, located at 1601 East 4th Street, to include up to \$30,000 for a wastewater relocation project and up to \$10,000 for sidewalk repairs. **Approve or disapprove the recommendation.**

- b. ANGELES PROPERTIES, LLC, PROJECT - Consider the recommendation of the Economic Development Advisory Committee (EDAC) to assist Angeles Properties, LLC, with approach/parking lot and sidewalk improvements that will be necessary to facilitate the renovation of the property to be leased by Jones-Heritage Realtors, located at 1002 South Broadway, to include up to \$25,000 for drive approach/parking lot improvements and up to \$5,000 for sidewalk repairs. **Approve or disapprove the recommendation.**

- c. VARIANCE - SULLIVAN - 1515 EAST 14TH STREET - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve a variance request submitted by Matthew Sullivan to allow a 1,200 square foot garage at 1515 East 14th Street. **Approve or disapprove the recommendation.**

- d. ZONING CHANGE - MONTE INDUSTRIAL PARK - 4303 North Free King Highway - Consider the recommendation of the Planning Commission/Board of Zoning Appeals to approve the request submitted by the City of Pittsburg to change the zoning of certain areas, located in the Monte Industrial Park at 4303 North Free King Highway, from Not Zoned to IP-3, Planned Heavy Industrial. **Approve or disapprove the recommendation and, if approved, direct staff to prepare the appropriate Ordinance.**

NON-AGENDA REPORTS & REQUESTS:

ADJOURNMENT

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 8, 2022

A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, February 8th, 2022, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Cheryl Brooks presiding and the following members present: Dawn McNay, Chuck Munsell, and Ron Seglie. Commissioner Stu Hite participated by phone.

Mayor Brooks led the flag salute.

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

PUBLIC INPUT – Adam Gariglietti, representing John’s Sport Center, 1806 North Broadway, provided information regarding stormwater issues at his business.

APPROVAL OF MINUTES – On motion of McNay, seconded by Munsell, the Governing Body approved the January 25, 2022, City Commission Meeting minutes as presented. Motion carried.

APPOINTMENT TO ACTIVE TRANSPORTATION ADVISORY BOARD – On motion of McNay, seconded by Munsell, the Governing Body appointed Matthew Kassawara to fill an unexpired term as a member of the Active Transportation Advisory Board (ATAB) effective immediately and concluding on December 31, 2022. Motion carried.

MILLER’S, INC. – TAX ABATEMENT RENEWAL – On motion of McNay, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2022 tax abatement renewal to Miller's, Inc. (Docket #2013-5552-EDX). Motion carried.

PINAMONTI PHYSICAL THERAPY – TAX ABATEMENT RENEWAL – On motion of McNay, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2022 tax abatement renewal to Pinamonti Physical Therapy (Docket #2015-1858-IRBX). Motion carried.

MILLER’S, INC. – TAX ABATEMENT RENEWAL – On motion of McNay, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2022 tax abatement renewal to Miller's, Inc. (Docket #2016-2286-EDX). Motion carried.

MILLER’S, INC. – TAX ABATEMENT RENEWAL – On motion of McNay, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2022 tax abatement renewal to Millers, Inc. (Docket #2017-833-EDX). Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 8, 2022

KENDALL PACKAGING CORPORATION – TAX ABATEMENT RENEWAL – On motion of McNay, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2022 tax abatement renewal to Kendall Packaging Corporation (Docket #2018-334-IRBX). Motion carried.

DHARMA PROPERTIES, LLC – TAX ABATEMENT RENEWAL – On motion of McNay, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2022 tax abatement renewal to Dharma Properties, LLC (Docket #2018-595-IRBX). Motion carried.

RALLISON, LP – TAX ABATEMENT RENEWAL – On motion of McNay, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2022 tax abatement renewal to Rallison, LP (Docket #2020-1262-EDX). Motion carried.

E & J INVESTMENTS, LLC – TAX ABATEMENT RENEWAL – On motion of McNay, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to grant a 2022 tax abatement renewal to E & J Investments, LLC (Docket #2021-1343-EDX). Motion carried.

APPROPRIATION ORDINANCE – On motion of McNay, seconded by Seglie, the Governing Body approved the Appropriation Ordinance for the period ending February 8th, 2022, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Hite, McNay, Munsell and Seglie. Motion carried with Brooks abstaining.

JOHNSON PROPERTIES, LLC - LIMELIGHT MARKETING PROJECT – On motion of Munsell, seconded by McNay, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to provide an amount equal to 10% of the total project value to Johnson Properties, LLC, for the renovation of the future LimeLight Marketing office, located at 111 South Broadway, with the City's portion not to exceed \$75,400 in non-repayable funds. Motion carried.

* Following the meeting, the building address was confirmed to be 111 North Broadway.

LEASE/PURCHASE AGREEMENT - FREIGHTLINER 108SD TRUCKS – On motion of Hite, seconded by Seglie, the Governing Body approved staff recommendation to enter into a seven-year lease/purchase agreement with GN Bank, of Pittsburg, Kansas, for two 2022 Freightliner 108 SD trucks with snow plows and salt/sand spreaders for use by the City's Street Department, for a total purchase price of \$405,695.00, at an annual percentage rate of 1.94% and annual payments in the amount of \$61,403.50, and authorized the Mayor to sign the necessary lease/purchase agreement on behalf of the City once it is prepared. Motion carried.

OFFICIAL MINUTES
OF THE MEETING OF THE
GOVERNING BODY OF THE
CITY OF PITTSBURG, KANSAS
February 8, 2022

ONE-TIME BONUS – On motion of McNay, seconded by Seglie, the Governing Body authorized staff to use American Rescue Plan Act (ARPA) funding to give a one-time bonus of \$1,000 to all full-time City employees and \$500 to all part-time City employees, with the bonus to be reflected on the February 18th payroll. Motion carried.

NON-AGENDA REPORTS AND REQUESTS:

BI-MONTHLY BUDGET REVIEW - Director of Finance Larissa Bowman provided the December 31, 2021, bi-monthly budget review.

SNOW STORM RESPONSE – Mayor Brooks thanked City employees for their response to the recent winter storm and recognized their efforts in clearing the roads.

CRAWFORD COUNTY FIREFIGHTERS ASSOCIATION – Mayor Brooks read a letter from the Crawford County Firefighters Association thanking the City for donating firefighting equipment to the Association.

SNOW STORM RESPONSE – City Manager Hall thanked the City employees for their efforts clearing the roads during the recent winter storm.

N95 MASKS – Commissioner McNay announced that the Community Health Center of Southeast Kansas is distributing N95 masks free of charge.

STORMWATER ISSUES – Discussion was held regarding Mr. Gariglietti's stormwater issues. City Manager Daron Hall indicated that he would meet with Mr. Gariglietti to further discuss Mr. Gariglietti's stormwater concerns.

ADJOURNMENT: On motion of Seglie, seconded by Munsell, the Governing Body adjourned the meeting at 6:12 p.m. Motion carried.

Cheryl L. Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk



BRENT NARGES
Chief of Police

PITTSBURG

POLICE DEPARTMENT

Beard-Shanks Law Enforcement Center

201 North Pine Street

Pittsburg, Kansas 66762

(620) 235-0400

INTEROFFICE MEMORANDUM

To: City Manager Daron Hall
Chief of Police Brent Narges

From: Major Ben Henderson

CC: City Clerk Tammy Nagel
Lieutenant Rebekah Lynch
Lieutenant Diana Fries

Date: February 14, 2022

Subject: Mooreman's Southside Dance Hall License Renewal

The Pittsburg City Clerk's Office has received a request for a Dance Hall License renewal, which was submitted by Mr. Graig Moore, the owner of Mooreman's Southside, located at 1608 S. Broadway St., Pittsburg, Kansas. In accordance with the renewal request, I have reviewed the calls for service for the period of time spanning from February 1, 2020, through February 1, 2022. The current review is for a two-year period of time as Mr. Moore would have received a two-year license with his last renewal request in February, 2020. The city's two-year Dance Hall License mirrors the Drinking Establishment license issued by the State of Kansas, which is currently a two-year license as well.

During this review period, the Police Department received a total of 55 calls for service (36 calls from February 1, 2020, through February 1, 2021, and another 19 calls from February 1, 2021, through February 1, 2022), completed 17 case reports for various incidents (11 from February 1, 2020, through February 1, 2021, and another 6 case reports from February 1, 2021, through February 1, 2022), and conducted 24 routine bar checks (8 checks from February 1, 2020, through February 1, 2021, and another 16 bar checks from February 1, 2021, through February 1, 2022).

For comparison purposes, during the February, 2020, review process for Mooreman's Southside's two-year Dance Hall License renewal, the Police Department received 168 calls for service, completed 56 case reports for various incidents, and conducted 27 routine bar checks.

Based on my review, the calls for service, the types of calls received, and the corresponding number of reports completed are consistent with past reviews conducted as part of the Dance Hall License Renewal process, and I would respectfully recommend this Dance Hall License renewal be approved by the Governing Body.

The requested action will be approval or disapproval of staff's recommendations for a renewal of the two-year Dance Hall License to Mr. Graig Moore's business, Mooreman's Southside, of 1608 S. Broadway St., and, if approved, authorize the reissuance of the requested license.

Should you have any questions concerning the recommendation, please contact me at your convenience.

Thank you,

Major B. Henderson
Pittsburg Police Dept.



BRENT NARGES
Chief of Police

PITTSBURG

POLICE DEPARTMENT

Beard-Shanks Law Enforcement Center
201 North Pine Street
Pittsburg, Kansas 66762
(620) 235-0400

To: City Manager Daron Hall
Chief of Police Brent Narges

From: Major Ben Henderson

CC: City Clerk Tammy Nagel
Lieutenant Rebekah Lynch

Date: February 15, 2022

Subject: Ballistic Body Armor & Exterior Vest Carrier Purchase

The Police Department is requesting Governing Body approval to purchase 24 sets of Safariland SX brand ballistic armor vests, 24 covert (under-the-shirt) vest carriers, and 24 5"x7" ballistic / impact trauma plates, as well as 39 Safariland Oregon City brand external (over-the-shirt) carriers, with name and police identification patch tabs. These ballistic vest sets and external carriers will be purchased utilizing funds from the Public Safety Sales Tax.

The Police Department has identified 24 sworn members in our agency who are in need of replacement of their currently issued ballistic body armor. 22 of these members need new vests based on the NIJ (National Institute of Justice) recommended five-year manufacturer's warranty on the vests. 17 vests reached their five-year warranty life in 2021, and another 5 vests will reach their warranty life in 2022. The remaining two vests have been identified as having been improperly fitted to the officers they are issued to, and are in need of replacement due to potential safety concerns.

The Police Department is in the process of moving to a new issued daily uniform set, which will include collared long sleeve and short sleeve polo-style shirts with agency patches sewn into the sleeves. We are intending to utilize the external Oregon City ballistic vest carriers as part of this new daily uniform set. However, our officers will still have need for the covert (under-the-shirt) carriers for when the traditional uniform set or dress uniforms are required.

Police Department policy dictates that all members wear body armor while they are working in uniform, or taking part in live-fire range training. Police Department policy

also recommends the replacement of body armor in accordance with the manufacturer's replacement schedule, or when its effectiveness or functionality has been compromised.

The police department is seeking approval to make this purchase through Baysinger's Police Supply, out of Wichita, Kansas, which is a vendor for ballistic vests on the Kansas State Purchasing Contract (re: Kansas Department of Administration, Office of Procurement & Contracts, contract ID number 43596A).

The following is a summary of our purchase request:

- 24 Safariland SX threat level II ballistic panel sets (front-and-back) at \$780.00 each, for a purchase price of \$18,720.00.
- 39 Safariland Oregon City external vest carriers at \$210.00 each, for a purchase price of \$8,190.00.
- 39 front facing ID name tag panels for the external vest carriers at \$15.00 each, for a purchase price of \$585.00.
- 39 front facing ID POLICE identification panels for the external vest carriers at \$15.00 each, for a purchase price of \$585.00.
- 39 back facing ID POLICE identification panels for the external vest carriers at \$20.00 each, for a purchase price of \$780.00.
- 24 Safariland Impac brand 5"x7" handgun threat ballistic / impact trauma plates at \$78.00 each, for a purchase price of \$1,872.00.
- 24 Safariland M2 concealed vest carriers at \$99.00 each, for a purchase price of \$2,376.00.
- Shipping charges at \$195.00.

Total purchase price of \$33,303.00

The aforementioned improper fitting of the two officers' vests was not identified until staff from Baysinger's Police Supply came to measure everyone and checked our current fitted vests (those not scheduled for replacement) against the exterior vest carrier measurements. It was at this time that the Baysinger's staff member discovered how improperly fitted these two vests were and pointed it out to command staff. As a result of this, staff plans to divert future individual vest purchases through Baysinger's Police Supply versus the other vendor who originally measured out these two officers. Baysinger's Police Supply will be able to measure new officers who are attending the state police academy in Hutchinson, Kansas, and will also be able to virtually measure individual officers here who do not need to attend the police academy.

If possible, please place this item on the agenda for the Pittsburg City Commission meeting scheduled for Tuesday, February 22, 2022. The requested action will be either approval or disapproval of staff's request, and, if approved, authorize the issuance of the necessary purchase order.

Should you have any questions concerning this purchase request, please contact me at your convenience.

Thank you,

Major B. Henderson
Pittsburg Police Dept.

Attachments: quote from Baysinger's Police Supply, and product information sheets for the Safariland SX ballistic panels and Safariland M2 covert vest carrier.



Items: Armor Quote

Date: 2/2/2022

Dept: Pittsburg PD

Attn: Diana Fries

brian@baysingers.com

430 E Central

Wichita, KS 67202

PH - 316-262-5663

Item #	Description	Your Price	Est Qty	Total Price
SX02-Armor2-II	Safariland SX Ballistic Panels, Level II	\$780.00	24	\$18,720.00
DN6566	Safariland Oregon City External Carrier, Black	\$210.00	39	\$8,190.00
Front ID	Front ID Panel, Black, Heatpress "First Initial. Last Name" all caps in White	\$15.00	39	\$585.00
Front ID	Front ID Panel, Black, Heatpress POLICE in white	\$15.00	39	\$585.00
Back ID	Back ID Panel, Black, 8x4, Heatpress POLICE in white	\$20.00	39	\$780.00
Impac-HT-5x7-SC-RE	Safariland Impac Handgun Threat Plate 5x7, Single Curve, Rectangle	\$78.00	24	\$1,872.00
M2	Concealable carrier, Black	\$99.00	24	\$2,376.00
Shipping	Shipping Charge Per Vest	\$5.00	39	\$195.00
Total				\$33,303.00

If you need any additional information or if you have questions please contact us at your convenience. We appreciate the opportunity, if there is anything else we can do to earn your business please do not hesitate to let us know.

This Quote is valid for 60 days from the date listed above

The thinnest, lightest and one of the strongest ballistic panels available. Born of breakthrough technologies and exclusive materials, SX offers unmatched performance for comfort, flexibility, durability and strength in a hybrid design.

DESIGN

CONFIGURATION	Neutral & Structured
ARMOR MATERIAL	Honeywell® Spectra Shield®, Honeywell® Gold Shield®, DuPont™ Kevlar®, SAATI
ARMOR PANEL COVERING	Dual Covered, 2-Ply, Laminated 4-way Stretch Polyknit and TPU Lamination System



Honeywell DuPont™ Kevlar. —SAATI

TECHNICAL SPECIFICATION

MODEL	BA-2000S-SX02	BA-2000S-SX02F	BA-3A00S-SX02	BA-3A00S-SX02F
THREAT TYPE	Ballistic Level II	Ballistic Level II	Ballistic Level IIIA	Ballistic Level IIIA
TEST STANDARD	NIJ Standard: 0101.06	NIJ Standard: 0101.06	NIJ Standard: 0101.06	NIJ Standard: 0101.06

PERFORMANCE

AREAL DENSITY	0.59 lb/ft ² (2.88 kg/m ²)	0.61 lbs/ft ² (2.98 kg/m ²) *	0.83 lbs/ft ² (4.06 kg/m ²)	0.85 lbs/ft ² 4.30 kg/m ² *
THINNESS	0.160 in (4.06 mm)	0.165 in (4.19 mm) *	0.190 in (4.82 mm)	0.200 in (5.08 mm) *
NEW V50 - 9MM FMJ RN 124 GR.	1817 ft/s (554 m/s)	Front Panel: 1810 ft/s (552 m/s) Back Panel: 1817 ft/s (554 m/s) **		
NEW V50 - .357 SIG FMJ FN 125 GR.			1912 ft/s (583 m/s)	Front Panel: 1891 ft/s (576 m/s) Back Panel: 1912 ft/s (583 m/s) **
CONDITIONED V50 - 9MM FMJ RN 124 GR.	1757 ft/s (536 m/s)	Front Panel: 1704 ft/s (519 m/s) Back Panel: 1757 ft/s (536 m/s) **		
CONDITIONED V50 - .357 SIG FMJ FN 125 GR.			1833 ft/s (559 m/s)	Front Panel: 1870 ft/s (570 m/s) Back Panel: 1833 ft/s (559 m/s) **
NEW V50 - .357 MAG JSP 158 GR.	1699 ft/s (518 m/s)	Front Panel: 1699 ft/s (518 m/s) Back Panel: 1699 ft/s (518 m/s) **		
NEW V50 - .44 MAG JSP 240 GR.			1740 ft/s (530 m/s)	Front Panel: 1670 ft/s (509 m/s) Back Panel: 1740 ft/s (530 m/s) **
CONDITIONED V50 - .357 MAG JSP 158 GR.	1575 ft/s (480 m/s)	Front Panel: 1707 ft/s (520 m/s) Back Panel: 1575 ft/s (480 m/s) **		
CONDITIONED V50 - .44 MAG JSP 240 GR.			1670 ft/s (509 m/s)	Front Panel: 1679 ft/s (512 m/s) Back Panel: 1670 ft/s (509 m/s) **
BACKFACE AVERAGE - 9MM	30.40 mm	30.40 mm *		
BACKFACE AVERAGE - .357 SIG			29.20 mm	30.46 mm *
BACKFACE AVERAGE - .357 MAG	34.80 mm	34.40 mm *		
BACKFACE AVERAGE - .44 MAG			37.30 mm	38.21 mm *

**In accordance with NIJ 0101.06 Female Testing the front panel must be tested separately from the back panel.
*This is an average of both the front and back panels.



COLOR WAY OPTIONS



FIT
FEMALE, MALE



Front



Back

FEATURES

- Front and rear plate pockets
- Removable elastic straps
- No binding edge for improved comfort around perimeter of carrier
- Front opening zipper for easy installation of ballistic panels
- External top loading plate pocket
- 100% nylon hex ripstop and 100% nylon loop materials
- Antimicrobial wicking mesh liner of 100% nylon tricot knit mesh
- Strategically located ergonomic hook and loop channels for easy fastening and removal
- Carrier comes standard with tails



INTEROFFICE MEMORANDUM

To: Pittsburg City Commissioners
From: Megan Keener, Housing Manager
CC: Daron Hall, City Manager, Tammy Nagel, City Clerk, Quentin Holmes, Director of Community Development and Housing
Date: February 22, 2022
Subject: Acceptance of the 2020 Tenant Based Rental Assistance Grant (TBRA)

The Kansas Housing Resources Corporation has awarded the City of Pittsburg \$90,000 in Tenant Based Rental Assistance (TBRA) funding for the program year 2020. The City of Pittsburg received the notice of award in November of 2020 but we were unable to use the funds until any previous grant was at least 50% expended. Staff is asking the Commission to accept the award, and authorize the Mayor to sign the necessary documents.

We will be using this funding to subsidize security deposits for low income households. Community Development and Housing staff estimate that this funding will provide an average security deposit payment of \$510 to assist 206 households, or roughly 480 individuals. The security deposit assistance program has been very useful in the past, helping move people into housing from homelessness as well as helping to relocate people on fixed income into safer, more affordable housing. Currently with the 2019 TBRA grant, we have served 196 households and roughly 453 individuals.

Of those served, we estimate that 27% of the household served will be moving from homelessness to housed, 35% will be single parent households, 38% will be elderly or disabled. All participants will have an income less than 60% of our Area Median Income.

Respectfully Submitted,


Megan Keener
Housing Manager

Enclosed:

- Two Grant Agreements
- Authorized Signature Designation Form
- Attachment A – Description of Activities



February 7, 2022

Quentin Holmes, Director of CD & Housing
City of Pittsburg
216 N Broadway, Suite G
Pittsburg, KS 66762

Re: TBRA Grant M-20-SG-20-0180

Dear Mr. Holmes:

Enclosed you will find the 2020 TBRA Grant award agreement between City of Pittsburg and Kansas Housing Resources Corporation.

The following grant award documents are enclosed:

- Grant Agreement
- Description of Activities
- Authorized Signature Designation Form
- Authorization form for electronic deposit, for updates only

Be sure to check the Activities Description page to ensure that all of your agency's TBRA Program activities are listed. Grantees may not conduct a TBRA funded activity unless it is indicated on the grantee's activity summary page. Rental assistance, security deposits and utility deposits must be clearly indicated.

Please print and sign two copies of the grant agreement and have both notarized. Return the two copies with all pages enclosed, along with the executed Authorized Signature Designation Form, as soon as possible. KHRC will sign and notarize both grant agreements and return an executed one to you.

Thank you for your valued partnership with KHRC in the Tenant Based Rental Assistance Program.

Sincerely,

A handwritten signature in blue ink that reads 'Cynthia Howerton'.

Cynthia Howerton
TBRA Program Manager

HOME Investment Partnerships Program
State of Kansas
CFDA No. 14.239

Grant Agreement No. M-20-SG-20-0180

By and between the

Kansas Housing Resources Corporation (KHRC)

And

City of Pittsburg
DUNS No: 030662175

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 **November 1, 2023**, hereinafter called the "Completion Date," except those activities required for closeout.
- B. All FFY 2020 funds must be committed to projects according to the HOME Rule by **November 1, 2022**, 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 **\$90000** 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 re-certifications. 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 **\$90000**. 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. **Depositories for Program Funds**

- 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;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the 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:

1. 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.

Kansas Housing Resources Corporation

Home Investment Partnerships Program Authorized Signature Designation Form

City of Pittsburg
Organization Name

216 N Broadway, Suite G, Pittsburg, KS 66762
Address

M-20-SG-20-0180
Grant Number

Agency Tax ID Number
February 22, 2022

Authorizing Official Signature
Mayor, City of Pittsburg
Title

Date
cheryl.brooks@pittks.org
e-mail Address

The following person(s) are approved to sign any request or reports submitted to the KHRC relative to the HOME TBRA Program.

1. Megan Keener
Print Name
Housing Manager
Title


Signature

megan.keener@pittks.org
e-mail address

2. Larissa Bowman
Print Name
Deputy Finance Director
Title

Signature
larissa.bowman@pittks.org
e-mail address

3. Quentin Holmes
Print Name
Director, Community Development and Housing
Title

Signature
quentin.holmes@pittks.org
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. 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:

\$90,000

INTEROFFICE MEMORANDUM

To: Daron Hall, City Manager
From: Quentin Holmes, Director of Community Development and Housing
CC: Tammy Nagel, City Clerk
Date: 2/8/22
Subject: 2022 Monte Industrial Park Agricultural Land Lease

The City has received three bids for a lease on the newly acquired Monte Industrial Park agricultural land. The 90 acres of leasable land is located at 4303 N Free King Hwy. The term of the lease is for all the tillable land and grass land outlined in Exhibit A for a term of (12) months beginning on February 22, 2022 and ending on February 21, 2023. The winning bid will be awarded to Campbell Farms, LLC in the amount of \$5,250. Rent shall be due and payable on March 1, 2022. Would you please place this item on the agenda for the city commission meeting scheduled for Tuesday, February 22, 2022?

Action necessary will be approval or disapproval of this lease and, if approved, direct the Mayor to sign the lease on behalf of the City of Pittsburg.

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

Attachment: Lease and Exhibit A

Quentin Holmes
Director of Housing and Community Development
City of Pittsburg, Kansas
620-230-5550



Formal Sealed Bid
Lease of Property
Agricultural

City of Pittsburg
201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762

Formal Sealed Bid Lease of Property Agricultural

The City of Pittsburg has available 90 acres of agriculture land at 4303 N Free King Highway (see map inset).

The City of Pittsburg is accepting formal sealed bids from interested and qualified parties to lease this land for agricultural purposes.

Sealed bids shall include:

- Price
- Conditions if applicable

USE OF PREMISES

Lessee shall at all times farm and care for said land in a good manner, and in accordance with good farming and soil conservation practices; shall not commit or permit waste thereon; shall carefully protect all improvements of every kind that are now on said premises or may be erected thereon during the term of this Lease; shall promptly at the expiration of the term herein granted yield up possession of said premises, without notice, unto the Lessor in as good condition and repair as now exists or may be at any time during the term of this Lease, ordinary wear and tear excepted.

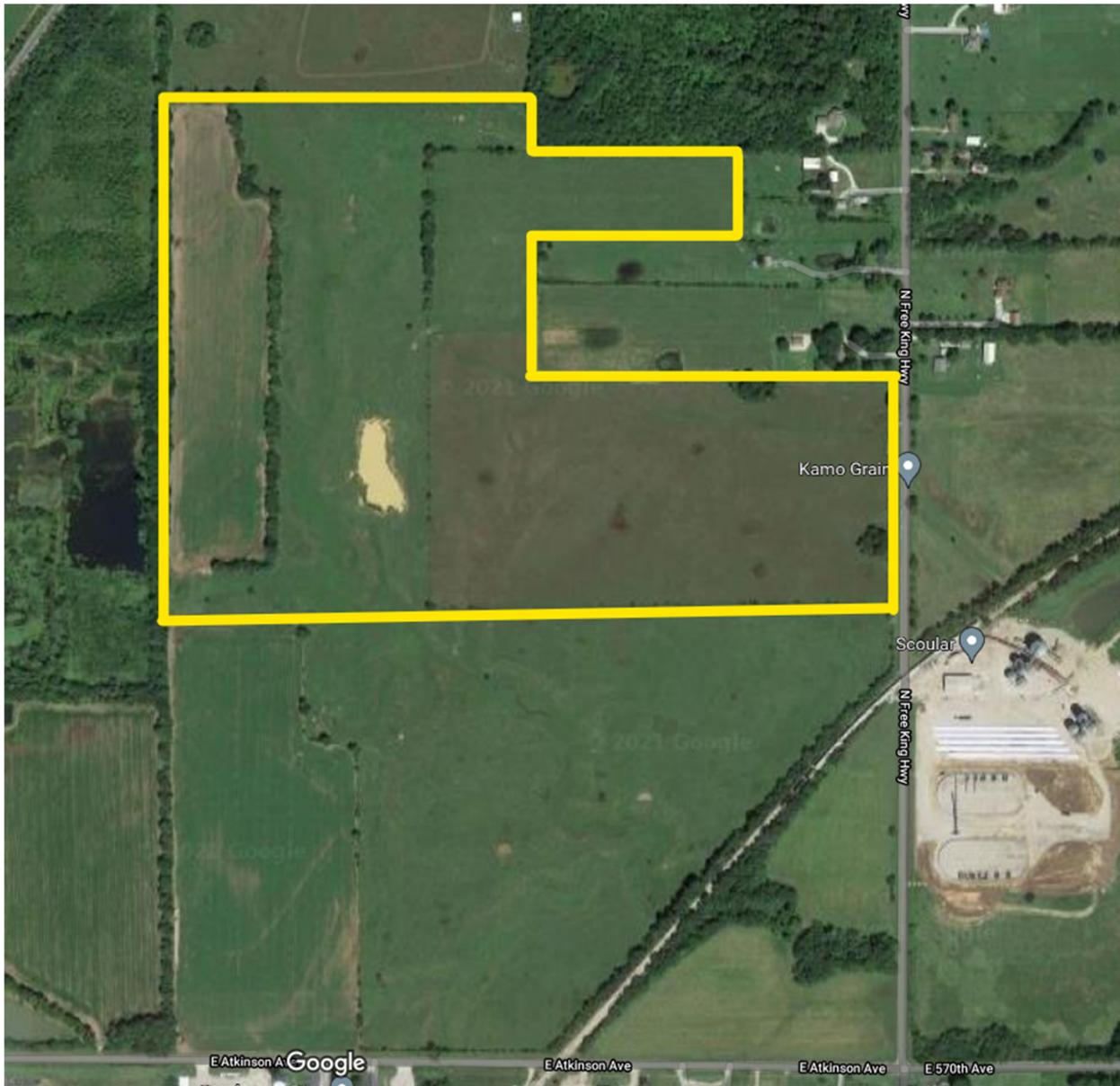
PROHIBITIONS ON USE

It is understood and agreed that the rights granted hereunder to Lessee shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Monte Industrial Park. Lessee hereby acknowledges that burning is strictly prohibited, as well as refrain from keeping livestock of any kind on the premises. Lessee further agrees not to permit noxious weeds to go to seed, or cut live trees for sale or personal use.

Deadline for sealed bids is **1:00 p.m., Tuesday, February 8, 2022.**

Sealed bids shall be submitted by mail or by hand to the following address:

City of Pittsburg
Attn: Jared Peterson
201 West 4th Street
P.O. Box 688
Pittsburg, Kansas 66762





**Acknowledgement of BID's Received
Lease of Property – 4303 North Free King Hwy
AGRICULTURAL
Tuesday, February 08, 2022 – 1:00 pm**

NAME/ADDRESS OF BIDDER	COST
Oak Hill Farm	\$50/acre
Nacoma Oehme	\$45/acre
Campbell Farms, LLC	\$58.33/acre

MONTE INDUSTRIAL PARK FARM LEASE

THIS LEASE OF FARM LAND (the “Lease”), made and entered into this 22nd day of February, 2022, by and between the City of Pittsburg, Crawford County, Kansas, a Municipal Corporation, hereinafter called the Lessor, and Campbell Farms, LLC, hereinafter called the Lessee.

The Parties agree and hereby acknowledge that the tract of land shown on Exhibit A attached hereto and incorporated herein by reference, is Monte Industrial Park property, and land adjacent to the farm land being held as clear zone land for Monte Industrial Park development.

WITNESSETH, that for and in consideration of the rents, covenants and agreements hereinafter contained, said Lessor does hereby rent, let and lease unto said Lessee all the tillable land and grass land in Tract 1 on Exhibit A for and on the terms set forth herein below.

TERMS

Lessee to rent Tract 1 for a term of (12) months beginning on February 22, 2022 and ending on February 21, 2023. The Lessee agrees to pay the Lessor an annual rental of \$5,250. Rent shall be due and payable on March 1, 2022.

USE OF PREMISES

Lessee shall at all times farm and care for said land in a good manner, and in accordance with good farming and soil conservation practices; shall not commit or permit waste thereon; shall carefully protect all improvements of every kind that are now on said premises or may be erected thereon during the term of this Lease; shall promptly at the expiration of the term herein granted yield up possession of said premises, without notice, unto the Lessor in as good condition and repair as now exists or may be at any time during the term of this Lease, ordinary wear and tear excepted.

TERMINATION

Lessor reserves the right to terminate this Lease and retake possession of all or any portion of the leased premises at any time for any purpose upon thirty (30) days advance written notice to Lessee. In the event Lessor exercises its right to terminate, Lessor shall reimburse Lessee for the cost of seed, lime and fertilizer. Lessee hereby waives and releases Lessor from any right or claim for recovery of any lost profits or other expenses.

This Lease shall automatically terminate at the end of the initial lease term unless the Lessee provides written notice of request to renew to Lessor at least sixty (60) days prior to the expiration date of the initial term. A new successor lease shall be required to reinstate Lessee’s farming privileges. The decision to grant or deny Lessee’s request to renew shall be in Lessor’s sole discretion.

PROHIBITIONS ON USE

It is understood and agreed that the rights granted hereunder to Lessee shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Monte Industrial Park. Lessee hereby acknowledges that burning is strictly prohibited, as well as refrain from keeping livestock of any kind on the premises. Lessee further agrees not to permit noxious weeds to go to seed, or cut live trees for sale or personal use.

INGRESS AND EGRESS

Lessee also agrees that Lessor and its other tenants, lessees and agents shall be entitled to retain the right of ingress and egress on the land for the purpose of monitoring compliance with the lease terms, but shall refrain from interfering with the farming operation of Lessee as much as reasonably possible.

PESTICIDES / HERBICIDES

Lessee shall use pesticides and herbicides in strict accordance with labeled directions, warnings and instructions on the leased property.

LIABILITY INSURANCE

Lessee shall procure and keep in force beginning on the date this Lease is entered into, and continuing during the entire term of this Lease, comprehensive general liability insurance, with Lessor also listed as a named insured, to include public liability coverage for bodily injury in an amount of at least five hundred thousand dollars (\$500,000) for any one (1) occurrence. Lessee shall provide Lessor with a certificate for said insurance policy upon execution of the Lease. Said certificate shall also contain a clause that said policy may not be cancelled nor coverage limits decreased without at least thirty (30) days prior written notice sent to Lessor at the address specified herein.

HOLD HARMLESS / INDEMNIFICATION

Lessee takes possession of the leased premises after a thorough inspection of the leased premises and acknowledges and understands the inherent hazards of farming and assumes all the risks thereof and therefrom, and further agrees to defend, indemnify and hold Lessor harmless from any and all claims, damages, demands, liability, loss, and expenses, including Lessor's reasonable attorney fees, arising out of or from Lessee's operations on the leased premises or Lessee's performance or failure to perform the terms of this Lease.

AMENDMENTS

Any amendments or alterations of this Lease shall be in writing and shall be agreed upon and signed by both the Lessor and the Lessee. Any amendments or alterations shall be at the sole discretion of Lessor.

MAINTENANCE

Lessee shall brush hog the waterways on the premises at least once during the lease term. Physical improvements to property by Lessee are subject to prior written approval by Lessor. If approved, maintenance of all improvements are the sole responsibility of Lessee, unless prior arrangements between Lessee and Lessor are made in writing. If improvements are made without prior written approval by Lessor, then the improvements shall become the property of Lessor, and Lessee shall be deemed to have committed a violation of the terms of this Lease, which renders the lease null and void at Lessor's sole discretion.

FARMING COSTS

Lessee shall be solely responsible for all fertilizer, lime and seed purchases for the leased property.

TRESPASSING

Lessee acknowledges and understands that Lessor cannot prevent trespassing or vandalism, and assumes no responsibility for the acts of any third (3rd) parties thereon.

INDEPENDANT PARTIES

This Lease shall not be deemed to give rise to a partnership relation or joint venture, and neither party shall have authority to obligate the other party without the other party's written consent.

ASSIGNMENT

This Lease shall not be assigned nor sublet without the prior written consent of said Lessor.

PARTIES BOUND

This Lease shall extend to and be binding upon the parties hereto, and their heirs, executors, trustees, administrators, successors and assigns.

ENTIRE AGREEMENT

This Lease shall constitute the entire agreement of the parties hereto and any prior oral or written agreement or understanding between the parties relating to the lased premises is merged herein and shall be of no separate force and effect and this Lease shall only be changed, modified or discharged by subsequent written agreement signed by all parties hereto.

KANSAS LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Kansas.

DUPLICATE COPIES

This Lease is executed in duplicate, one copy thereof for said Lessor and one copy thereof for said Lessee.

NOTICES

LESSOR:

Name: Quentin Holmes
Director of Community Development
Address: 201 West 4th
Pittsburg, KS 66762
Telephone No: (620) 231-4170

LESSEE:

Name:
Address:
Telephone No:

In Witness whereof, this lease has been signed and executed the day and year first above written.

LESSOR:

THE CITY OF PITTSBURG, KANSAS

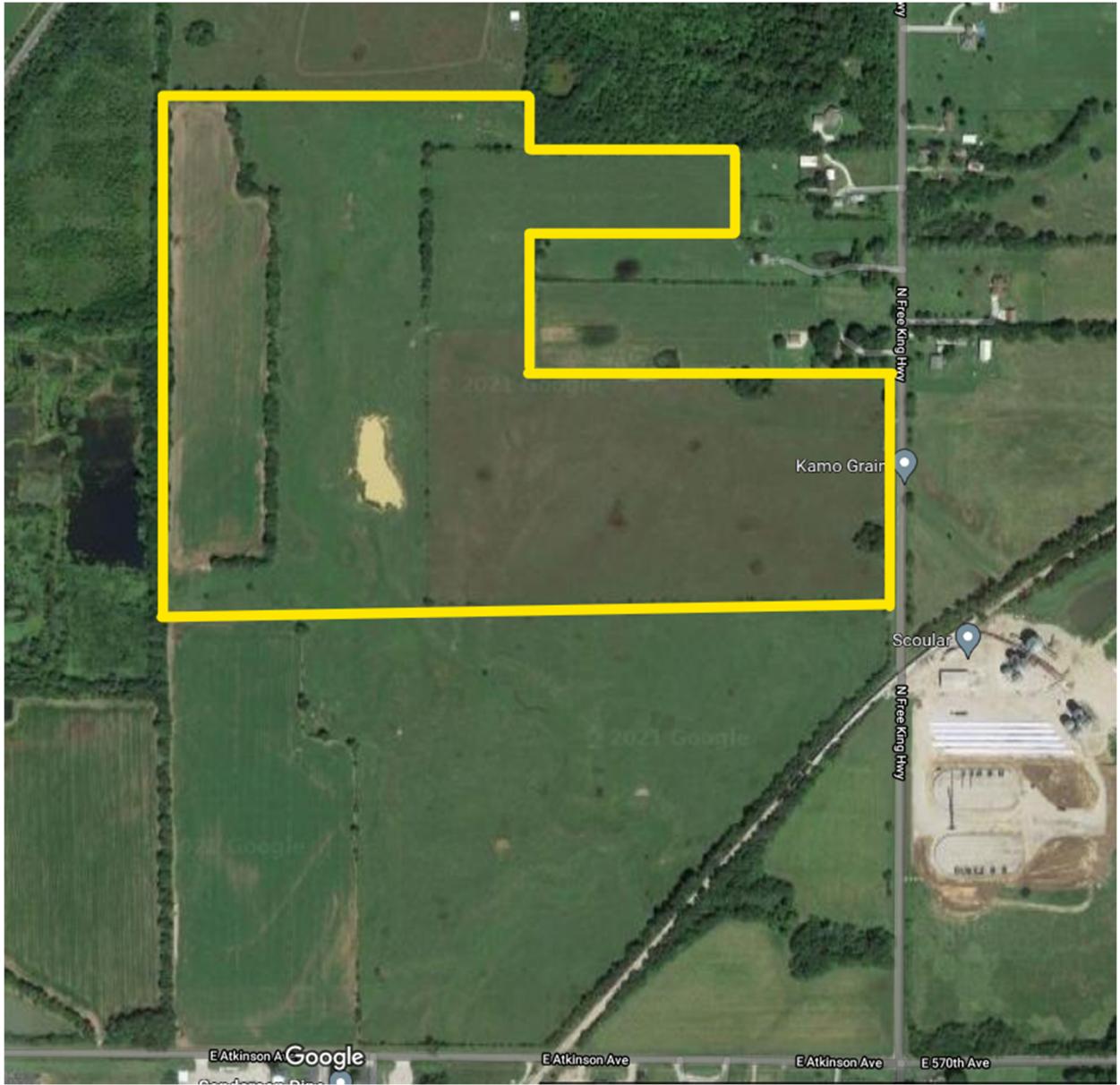
Cheryl Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk

LESSEE:

EXHIBIT A



VENDOR SET: 99 City of Pittsburg, KS
 BANK: * ALL BANKS
 DATE RANGE: 2/02/2022 THRU 2/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	2/04/2022			190487		
C-CHECK	VOID CHECK	V	2/04/2022			190488		
C-CHECK	VOID CHECK	V	2/04/2022			190499		
C-CHECK	VOID CHECK	V	2/04/2022			190500		
C-CHECK	VOID CHECK	V	2/04/2022			190510		
C-CHECK	VOID CHECK	V	2/04/2022			190511		
C-CHECK	VOID CHECK	V	2/11/2022			190528		
C-CHECK	VOID CHECK	V	2/11/2022			190551		
C-CHECK	VOID CHECK	V	2/11/2022			190552		
C-CHECK	VOID CHECK	V	2/11/2022			190553		

* * 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:			
10 VOID DEBITS:	0.00		
VOID CREDITS:	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			10	0.00	0.00	0.00
BANK: *		TOTALS:	10	0.00	0.00	0.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 2/02/2022 THRU 2/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0026	STANDARD INSURANCE COMPANY	D	2/03/2022			000000		1,333.54
0224	KDOR	D	2/04/2022			000000		2,154.37
0224	KDOR	D	2/09/2022			000000		8,052.19
0321	KP&F	D	2/07/2022			000000		50,521.32
0728	ICMA	D	2/04/2022			000000		926.57
1050	KPERS	D	2/07/2022			000000		39,447.00
3570	AMERICAN EXPRESS, INC	D	2/04/2022			000000		137.84
4520	ETS CORPORATION	D	2/02/2022			000000		10,441.21
5677	BANK OF AMERICA, INC	D	2/03/2022			000000		24.95
6415	GREAT WEST TANDEM KPERS 457	D	2/04/2022			000000		5,375.00
6952	ADP INC	D	2/11/2022			000000		8,389.47
7290	DELTA DENTAL OF KANSAS INC	D	2/04/2022			000000		2,721.85
7290	DELTA DENTAL OF KANSAS INC	D	2/11/2022			000000		3,753.72
7877	TRUSTMARK HEALTH BENEFITS INC	D	2/03/2022			000000		827.13
7877	TRUSTMARK HEALTH BENEFITS INC	D	2/10/2022			000000		190.63
8526	HEALTH PLANS, INC	D	2/04/2022			000000		4,283.86
8526	HEALTH PLANS, INC	D	2/11/2022			000000		20,441.82
5817	JAMA ENTERPRISES LLP	E	2/02/2022			014245		500.00
8241	CLARENCE L. GARMAN	E	2/07/2022			014246		150.00
8275	ADCOMP SYSYEMS INC	E	2/07/2022			014247		80.00
8467	WASTE CORPORATION OF KANSAS, L	E	2/07/2022			014248		57.90
0044	CRESTWOOD COUNTRY CLUB	E	2/07/2022			014249		292.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 2/02/2022 THRU 2/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0046	ETTINGERS OFFICE SUPPLY	E	2/07/2022			014250		6.99
0055	JOHN'S SPORT CENTER, INC.	E	2/07/2022			014251		258.30
0068	BROOKS PLUMBING LLC	E	2/07/2022			014252		1,041.82
0087	FORMS ONE, LLC	E	2/07/2022			014253		202.63
0101	BUG-A-WAY INC	E	2/07/2022			014254		90.00
0105	PITTSBURG AUTOMOTIVE	E	2/07/2022			014255		87.28
0112	MARRONES INC	E	2/07/2022			014256		55.56
0135	PITTSBURG AREA CHAMBER OF COMM	E	2/07/2022			014257		21,250.00
0194	KANSAS STATE TREASURER	E	2/07/2022			014258		2,492.50
0203	GADES SALES CO INC	E	2/07/2022			014259		190.00
0294	COPY PRODUCTS, INC.	E	2/07/2022			014260		1,707.18
0340	HOMER COLE COMM CTR	E	2/07/2022			014261		9,000.00
0534	TYLER TECHNOLOGIES INC	E	2/07/2022			014262		12,046.79
0746	CDL ELECTRIC COMPANY INC	E	2/07/2022			014263		40.86
0823	TOUCHTON ELECTRIC INC	E	2/07/2022			014264		99.00
0866	AVFUEL CORPORATION	E	2/07/2022			014265		26,661.17
0969	SOUTHEAST KANSAS COMMUNITY ACT	E	2/07/2022			014266		30,000.00
1033	BOLLINGER GROUP, LLC	E	2/07/2022			014267		200.00
1629	PITTSBURG BEAUTIFUL	E	2/07/2022			014268		2,000.00
1680	ESO SOLUTIONS, INC.	E	2/07/2022			014269		1,670.94
1733	BMI, INC	E	2/07/2022			014270		8,092.80
2005	GALLS PARENT HOLDINGS, LLC	E	2/07/2022			014271		448.16

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	2/07/2022			014272		316.31
2921	DATAPROSE LLC	E	2/07/2022			014273		4,935.42
3261	PITTSBURG AUTO GLASS	E	2/07/2022			014274		75.00
3668	MID AMERICA PROPERTIES OF PITT	E	2/07/2022			014275		1,905.00
4059	PSU - PRINTING & DESIGN SERVI	E	2/07/2022			014276		3.84
4452	RYAN INSURANCE, LLC	E	2/07/2022			014277		548.00
4618	TRESA LYNNE MILLER	E	2/07/2022			014278		318.50
5482	JUSTIN HART	E	2/07/2022			014279		70.00
5648	JASON WISKE	E	2/07/2022			014280		1,000.00
6175	HENRY C MENGHINI	E	2/07/2022			014281		552.30
6298	L. KEVAN SCHUPBACH	E	2/07/2022			014282		750.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	2/07/2022			014283		2,450.00
6498	BLUEGLOBES LLC	E	2/07/2022			014284		507.38
6595	AMAZON.COM, INC	E	2/07/2022			014285		6,982.41
6630	PATRICK WALKER	E	2/07/2022			014286		350.00
6875	DARON HALL	E	2/07/2022			014287		161.72
6916	STILWELL HERITAGE & EDUCATIONA	E	2/07/2022			014288		1,455.00
6926	MARTIN KYLE SAYRE	E	2/07/2022			014289		568.00
7162	TIMOTHY JOSEPH ANDERSON	E	2/07/2022			014290		100.00
7239	JERRY MILLER	E	2/07/2022			014291		400.00
7407	LIMELIGHT MARKETING LLC	E	2/07/2022			014292		875.00
7418	NEWEDGE SERVICES, LLC	E	2/07/2022			014293		16,624.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 2/02/2022 THRU 2/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7559	MEGAN LYNN MUNGER	E	2/07/2022			014294		174.00
7582	KIRK A DUNCAN	E	2/07/2022			014295		1,500.00
7620	POMP'S TIRE SERVICE INC	E	2/07/2022			014296		2,013.16
7866	JAMES MICHAEL HORTON	E	2/07/2022			014297		900.00
7959	ALL ABOARD FOUNDATION	E	2/07/2022			014298		5,120.32
8147	CHEM-AQUA, INC.	E	2/07/2022			014299		407.21
8200	PLUNKETT'S PEST CONTROL INC	E	2/07/2022			014300		430.00
8326	KAYLYN HITE	E	2/07/2022			014301		1,000.00
8384	MVIX (USA), INC	E	2/07/2022			014302		660.00
8457	PENSKE COMMERCIAL VEHICLES US,	E	2/07/2022			014303		275.60
8504	ROBERT L ROMINE	E	2/07/2022			014304		1,150.00
8508	KARL DIXON	E	2/07/2022			014305		90.00
8520	MATTHEW A SANCHEZ	E	2/07/2022			014306		650.00
8536	JESS CRATE FURNITURE	E	2/07/2022			014307		11,050.00
7871	KNOWBE4, INC.	E	2/14/2022			014308		6,851.70
8202	PETROLEUM TRADERS CORPORATION	E	2/14/2022			014309		24,432.44
8205	MRI SOFTWARE LLC	E	2/14/2022			014310		955.00
8467	WASTE CORPORATION OF KANSAS, L	E	2/14/2022			014311		400.00
8528	SARANN AUTO LEASING, INC.	E	2/14/2022			014312		1,200.00
8530	JAMES A. EATON III	E	2/14/2022			014313		1,950.00
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	2/14/2022			014314		9,061.33
0046	ETTINGERS OFFICE SUPPLY	E	2/14/2022			014315		629.81

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 2/02/2022 THRU 2/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0054	JOPLIN SUPPLY COMPANY	E	2/14/2022			014316		354.16
0055	JOHN'S SPORT CENTER, INC.	E	2/14/2022			014317		2,629.99
0087	FORMS ONE, LLC	E	2/14/2022			014318		75.00
0101	BUG-A-WAY INC	E	2/14/2022			014319		55.00
0105	PITTSBURG AUTOMOTIVE	E	2/14/2022			014320		1,540.03
0128	ASCENSION VIA CHRISTI HOSPITAL	E	2/14/2022			014321		206.00
0133	JIM RADELL CONSTRUCTION COMPAN	E	2/14/2022			014322		8,512.95
0201	SPICER-ADAMS WELDING, INC.	E	2/14/2022			014323		186.25
0272	BO'S 1 STOP INC	E	2/14/2022			014324		512.89
0276	JOE SMITH COMPANY, INC.	E	2/14/2022			014325		85.85
0455	LARRY BARRETT BODY * FRAME * T	E	2/14/2022			014326		2,151.18
0597	CORNEJO & SONS LLC	E	2/14/2022			014327		1,036.03
0627	BOETTCHER SUPPLY INC	E	2/14/2022			014328		35.09
0726	PITTSBURG STATE UNIVERSITY	E	2/14/2022			014329		12,500.00
0746	CDL ELECTRIC COMPANY INC	E	2/14/2022			014330		80.00
0866	AVFUEL CORPORATION	E	2/14/2022			014331		29,403.26
1478	KANSASLAND TIRE #1828	E	2/14/2022			014332		687.66
1693	EBSCO INDUSTRIES, INC.	E	2/14/2022			014333		2,537.27
1792	B&L WATERWORKS SUPPLY, LLC	E	2/14/2022			014334		14,775.50
2025	SOUTHERN UNIFORM & EQUIPMENT L	E	2/14/2022			014335		509.43
2137	VAN-WALL EQUIPMENT, INC	E	2/14/2022			014336		233.13
2767	BRENNTAG SOUTHWEST, INC	E	2/14/2022			014337		3,548.20

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 2/02/2022 THRU 2/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2960	PACE ANALYTICAL SERVICES LLC	E	2/14/2022			014338		760.00
3126	W.W. GRAINGER, INC	E	2/14/2022			014339		130.57
3281	USA BLUE BOOK	E	2/14/2022			014340		469.22
3802	BRENNTAG MID-SOUTH INC	E	2/14/2022			014341		2,411.00
4197	ENVIRONMENTAL SYSTEMS RESEARCH	E	2/14/2022			014342		25,000.00
4307	HENRY KRAFT, INC.	E	2/14/2022			014343		314.00
4603	KANSAS GOLF AND TURF INC	E	2/14/2022			014344		520.38
4925	MASEK GOLF CAR COMPANY	E	2/14/2022			014345		83.73
7028	MATTHEW L. FRYE	E	2/14/2022			014346		400.00
7284	TRANSYSTEMS CORPORATION	E	2/14/2022			014347		1,362.00
7427	OLSSON INC	E	2/14/2022			014348		23,582.57
7448	CARUS CORPORATION	E	2/14/2022			014349		4,564.56
7473	CAROL BAKKE	E	2/14/2022			014350		87.50
7620	POMP'S TIRE SERVICE INC	E	2/14/2022			014351		638.48
7629	EARLES ENGINEERING & INSPECTIO	E	2/14/2022			014352		40,002.38
7806	CORE & MAIN LP	E	2/14/2022			014353		2,195.00
7839	VISION SERVICE PLAN INSURANCE	E	2/14/2022			014354		1,850.74
7852	TRIA HEALTH, LLC	E	2/14/2022			014355		1,665.56
8240	KLEAN KARS LLC	E	2/14/2022			014356		182.00
8309	MISSISSIPPI LIME COMPANY	E	2/14/2022			014357		7,856.18
8325	FLEET FUELS LLC	E	2/14/2022			014358		981.84
8337	BLACKSTONE AUDIO, INC.	E	2/14/2022			014359		169.19

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8449	ENCORE ENERGY SERVICES, INC.	E	2/14/2022			014360		8,075.27
8535	HEALTH PLANS, INC	E	2/14/2022			014361		38,230.26
8543	COMPSYCH EMPLOYEE ASSISTANCE P	E	2/14/2022			014362		1,620.60
8488	FIRE MASTER FIRE EQUIPMENT, IN	R	2/02/2022			190485		5,454.00
0523	AT&T	R	2/04/2022			190486		9,522.44
8278	GERSON BOCANEGRA	R	2/04/2022			190489		25.00
1	CITY OF FRONTENAC	R	2/04/2022			190490		33.28
1616	CITY OF PITTSBURG	R	2/04/2022			190491		100.00
5759	COMMUNITY HEALTH CENTER OF SEK	R	2/04/2022			190492		150.00
7648	COVERTTRACK GROUP INC	R	2/04/2022			190493		339.95
4263	COX COMMUNICATIONS KANSAS LLC	R	2/04/2022			190494		191.99
4263	COX COMMUNICATIONS KANSAS LLC	R	2/04/2022			190495		163.00
8381	JOPLIN CUSTOM FENCE, LLC	R	2/04/2022			190496		210.00
1	DEXYP	R	2/04/2022			190497		3.06
1108	EVERGY KANSAS CENTRAL INC	R	2/04/2022			190498		95,121.55
0118	FED EX	R	2/04/2022			190501		634.76
6358	FIREX, INC.	R	2/04/2022			190502		349.50
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	2/04/2022			190503		127.18
0380	KANSAS DEPARTMENT OF REVENUE	R	2/04/2022			190504		25.00
8421	LORI S. MESSER	R	2/04/2022			190505		3,000.00
8505	PITTSBURG PUBLISHING COMPANY,	R	2/04/2022			190506		125.10
0188	SECRETARY OF STATE	R	2/04/2022			190507		552.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 2/02/2022 THRU 2/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0188	SECRETARY OF STATE	R	2/04/2022			190508		25.00
8375	TRASH HOG LLC	R	2/04/2022			190509		905.00
2276	UNITED PARCEL SERVICE, INC	R	2/04/2022			190512		100.36
5589	CELLCO PARTNERSHIP	R	2/04/2022			190513		112.37
6154	4 STATE MAINTENANCE SUPPLY INC	R	2/11/2022			190518		80.43
8541	ALLIED REFRIGERAITION INC	R	2/11/2022			190519		4,768.49
8542	B&B TECHNOLOGIES	R	2/11/2022			190520		147.12
7856	BARDAVON HEALTH INNOVATIONS, L	R	2/11/2022			190521		150.00
5966	BERRY COMPANIES, INC.	R	2/11/2022			190522		201.80
4263	COX COMMUNICATIONS KANSAS LLC	R	2/11/2022			190523		96.07
4263	COX COMMUNICATIONS KANSAS LLC	R	2/11/2022			190524		29.38
4263	COX COMMUNICATIONS KANSAS LLC	R	2/11/2022			190525		364.03
4263	COX COMMUNICATIONS KANSAS LLC	R	2/11/2022			190526		692.61
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	2/11/2022			190527		1,291.18
0497	CRAWFORD COUNTY DISTRICT COURT	R	2/11/2022			190529		36.00
0375	WICHITA WATER CONDITIONING	R	2/11/2022			190530		52.00
8370	WEX HEALTH, INC.	R	2/11/2022			190531		287.04
6717	DUO-SAFETY LADDER CORPORATION	R	2/11/2022			190532		207.25
1108	EVERGY KANSAS CENTRAL INC	R	2/11/2022			190533		153.51
8544	FIRE DEPARTMENT TRAINING NETWO	R	2/11/2022			190534		300.00
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	2/11/2022			190535		42.51
6119	LACAL EQUIPMENT INC	R	2/11/2022			190536		455.30

VENDOR SET: 99 City of Pittsburg, KS
 BANK: 80144 BMO HARRIS BANK
 DATE RANGE: 2/02/2022 THRU 2/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8377	LONGAN CONSTRUCTION COMPANY	R	2/11/2022			190537		1,169.07
1	MILLS, JEFF	R	2/11/2022			190538		14,788.00
8505	PITTSBURG PUBLISHING COMPANY,	R	2/11/2022			190539		562.95
1991	OFFICE OF STATE FIRE MARSHAL	R	2/11/2022			190540		80.00
1	PERKINS, SHELLY	R	2/11/2022			190541		272.50
0175	REGISTER OF DEEDS	R	2/11/2022			190542		20.00
0175	REGISTER OF DEEDS	R	2/11/2022			190543		20.00
0175	REGISTER OF DEEDS	R	2/11/2022			190544		20.00
0175	REGISTER OF DEEDS	R	2/11/2022			190545		20.00
0175	REGISTER OF DEEDS	R	2/11/2022			190546		20.00
8538	SCOTT CONSULTING, LLC	R	2/11/2022			190547		5,000.00
8375	TRASH HOG LLC	R	2/11/2022			190548		879.06
6377	SOUTHEAST KANSAS RECYCLING CEN	R	2/11/2022			190549		30.00
5589	CELLCO PARTNERSHIP	R	2/11/2022			190550		11,795.35
8430	EQUIPMENTSHARE.COM, INC	R	2/11/2022			190554		390.00

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		56	161,692.19	0.00	161,692.19
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		17	159,022.47	0.00	159,022.47
EFT:		118	475,378.23	0.00	475,378.23
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: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		191	796,092.89	0.00	796,092.89
BANK: 80144	TOTALS:	191	796,092.89	0.00	796,092.89

VENDOR SET: 99 City of Pittsburg, KS
BANK: EHV BMO HARRIS BANK-EHV
DATE RANGE: 2/02/2022 THRU 2/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
3668	MID AMERICA PROPERTIES OF PITT	E	2/02/2022			014242		466.00
6298	L. KEVAN SCHUPBACH	E	2/02/2022			014243		510.00
6926	MARTIN KYLE SAYRE	E	2/02/2022			014244		179.00

* * 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:	1,155.00	0.00	1,155.00
NON CHECKS:	0.00	0.00	0.00
VOID CHECKS:			
VOID DEBITS	0.00		
VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: EHV TOTALS:	1,155.00	0.00	1,155.00
BANK: EHV TOTALS:	1,155.00	0.00	1,155.00

VENDOR SET: 99 City of Pittsburgh, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 2/02/2022 THRU 2/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5906	JOHN HINRICHS	E	2/02/2022			014159		181.00
5961	LAWRENCE A VANBECELAERE	E	2/02/2022			014160		61.00
7717	LAWRENCE E GIGER	E	2/02/2022			014161		665.00
7837	MARJI RENTALS, LLC	E	2/02/2022			014162		273.00
8191	KURT E GALE	E	2/02/2022			014163		600.00
8498	PITTSBURG HIGHLANDS GP, LLC	E	2/02/2022			014164		2,174.00
0372	CONNER REALTY	E	2/02/2022			014165		905.00
1008	BENJAMIN M BEASLEY	E	2/02/2022			014166		829.00
1231	JOHN LOVELL	E	2/02/2022			014167		205.00
1609	PHILLIP H. O'MALLEY	E	2/02/2022			014168		2,953.00
2542	YOST PROPERTIES	E	2/02/2022			014169		390.00
3082	JOHN R JONES	E	2/02/2022			014170		223.00
3142	COMMUNITY MENTAL HEALTH CENTER	E	2/02/2022			014171		258.00
3162	TOM YOAKAM	E	2/02/2022			014172		625.00
3218	CHERYL L BROOKS	E	2/02/2022			014173		222.00
3272	DUNCAN HOUSING LLC	E	2/02/2022			014174		3,741.00
3273	RICHARD F THENIKL	E	2/02/2022			014175		656.00
3294	JOHN R SMITH	E	2/02/2022			014176		874.00
3668	MID AMERICA PROPERTIES OF PITT	E	2/02/2022			014177		10,030.00
4054	MICHAEL A SMITH	E	2/02/2022			014178		1,348.00
4492	PITTSBURG SENIORS LP	E	2/02/2022			014179		2,862.00
5393	ANGELES PROPERTIES LLC - HAP	E	2/02/2022			014180		1,982.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 2/02/2022 THRU 2/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5549	DELBERT BAIR	E	2/02/2022			014181		282.00
5656	EARL L. HARTMAN	E	2/02/2022			014182		875.00
5658	DEANNA J HIGGINS	E	2/02/2022			014183		582.00
5676	BARBARA TODD	E	2/02/2022			014184		23.00
5796	JOHN A ESLICK	E	2/02/2022			014185		254.00
5817	JAMA ENTERPRISES LLP	E	2/02/2022			014186		623.00
5834	DENNIS TROUT	E	2/02/2022			014187		392.00
5957	PASTEUR PROPERTIES	E	2/02/2022			014188		3,702.00
6090	RANDAL BENNEFELD	E	2/02/2022			014189		746.00
6161	MICHAEL J STOTTS	E	2/02/2022			014190		165.00
6172	ANDREW A. WACHTER	E	2/02/2022			014191		216.00
6269	EDWARD SWOR	E	2/02/2022			014192		385.00
6298	L. KEVAN SCHUPBACH	E	2/02/2022			014193		8,424.00
6333	JANA DALRYMPLE	E	2/02/2022			014194		617.00
6394	KEVIN R. HALL	E	2/02/2022			014195		2,756.00
6441	HEATHER MASON WHITE	E	2/02/2022			014196		1,029.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	2/02/2022			014197		11,550.00
6673	JUDITH A COLLINS	E	2/02/2022			014198		176.00
6694	DELBERT BAIR	E	2/02/2022			014199		461.00
6708	CHARLES R. MERTZ	E	2/02/2022			014200		410.00
6877	CHRISTOPHER KYLE BATTAGLIA	E	2/02/2022			014201		884.00
6886	DELBERT BAIR	E	2/02/2022			014202		466.00

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 2/02/2022 THRU 2/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6916	STILWELL HERITAGE & EDUCATIONA	E	2/02/2022			014203		1,653.00
7083	PITTSBURG HEIGHTS, LP	E	2/02/2022			014204		3,655.00
7112	RANDY VILELA BODY REPAIR, TRU	E	2/02/2022			014205		442.00
7294	AMMP PROPERTIES, LLC	E	2/02/2022			014206		848.00
7312	JASON HARRIS	E	2/02/2022			014207		301.00
7326	RANDY ALLEE	E	2/02/2022			014208		287.00
7431	R&R RENTALS OF PITTSBURG LLC	E	2/02/2022			014209		153.00
7524	SOUTHEAST KANSAS COMMUNITY ACT	E	2/02/2022			014210		289.00
7554	TRAVIS R RIDGWAY	E	2/02/2022			014211		545.00
7582	KIRK A DUNCAN	E	2/02/2022			014212		277.00
7612	ENDICOTT RENTALS, LLC	E	2/02/2022			014213		567.00
7645	SEWARD RENTALS, LLC	E	2/02/2022			014214		967.00
7654	A & R RENTALS, LLC	E	2/02/2022			014215		2,583.00
7669	CHARLES GILMORE	E	2/02/2022			014216		533.00
7741	SUSAN E ADAMS	E	2/02/2022			014217		181.00
7805	KIRK DARROW	E	2/02/2022			014218		366.00
7864	CB HOMES LLC	E	2/02/2022			014219		800.00
7866	JAMES MICHAEL HORTON	E	2/02/2022			014220		1,240.00
7918	CITY OF LEAVENWORTH	E	2/02/2022			014221		1,434.34
7965	JAVA PROPERTIES LLC	E	2/02/2022			014222		773.00
8005	REMINGTON SQUARE APARTMENTS OF	E	2/02/2022			014223		6,056.00
8080	SUNNYVALE INVESTMENT PROPERTIE	E	2/02/2022			014224		2,894.80

VENDOR SET: 99 City of Pittsburg, KS
 BANK: HAP BMO HARRIS BANK-HAP
 DATE RANGE: 2/02/2022 THRU 2/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8168	TARA J STANDLEE	E	2/02/2022			014225		288.00
8174	MICHAEL A SMITH	E	2/02/2022			014226		547.00
8266	RYAN SCHULTEIS	E	2/02/2022			014227		850.00
8302	PAUL CHRISTMAN	E	2/02/2022			014228		1,559.00
8329	CHARLES P. SIMPSON	E	2/02/2022			014229		472.00
8402	BEVERLY D PETERSON	E	2/02/2022			014230		767.00
8403	SETH P GOLLHOFER	E	2/02/2022			014231		204.00
8426	JOHN F KENNEDY	E	2/02/2022			014232		307.00
8455	WILLIAM JOSHUA JAMESON	E	2/02/2022			014233		562.00
8492	RUSSELL F. MIZE	E	2/02/2022			014234		514.00
8502	JON BARTLOW	E	2/02/2022			014235		262.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	77	100,252.14	0.00	100,252.14
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

VENDOR SET: 99 BANK: HAP TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	77	100,252.14	0.00	100,252.14
BANK: HAP TOTALS:	77	100,252.14	0.00	100,252.14

VENDOR SET: 99 City of Pittsburg, KS
 BANK: TBRA BMO HARRIS BANK-TBRA
 DATE RANGE: 2/02/2022 THRU 2/15/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8456	DIAMOND SENIOR DEVELOPMENT PIT	E	2/02/2022			014236		713.00
3668	MID AMERICA PROPERTIES OF PITT	E	2/02/2022			014237		2,605.00
5534	SYCAMORE VILLAGE RES LP	E	2/02/2022			014238		1,318.00
6464	PRO X PROPERTY SOLUTIONS, LLC	E	2/02/2022			014239		1,330.00
7866	JAMES MICHAEL HORTON	E	2/02/2022			014240		700.00
8005	REMINGTON SQUARE APARTMENTS OF	E	2/02/2022			014241		700.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	6	7,366.00	0.00	7,366.00
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

VENDOR SET: 99	BANK: TBRA	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			6	7,366.00	0.00	7,366.00
BANK: TBRA	TOTALS:		6	7,366.00	0.00	7,366.00
REPORT TOTALS:			277	904,866.03	0.00	904,866.03

Passed and approved this 22nd day of February, 2022.

Cheryl L. Brooks, Mayor

ATTEST:

Tammy Nagel, City Clerk



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: February 17, 2022

SUBJECT: February 22, 2022 Agenda Item
Horton's Pizza Plus, Inc. project

Mike and Teresa Horton have owned and operated Horton's Pizza Plus, Inc. at 1601 E. 4th Street in Pittsburgh for the past 30 years. The Hortons recently announced their interest in constructing a new, 4,000 square foot facility. This will be a \$850,000 - \$900,000 investment for the Hortons and will better serve the growing nearby residential areas, as well as the increasing number of students at Pittsburgh High School. More information related to the project was provided by the Hortons and is included in this memo.

The Hortons approached the Economic Development Advisory Committee (EDAC) on February 2, 2022, and requested assistance with the project on behalf of Horton's Pizza Plus, Inc. The EDAC felt the project was worthwhile and would be a good complement to the increased development in the area. Rather than a cash incentive, the EDAC recommended assisting Horton's Pizza Plus, Inc. with infrastructure/utility improvements that will be required in order to facilitate the project. This includes up to \$30,000 for a stormwater relocation project and up to \$10,000 for sidewalk repairs.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 22, 2022. Action being requested is approval or denial of the EDAC recommendation to provide up to \$30,000 for the stormwater relocation project and up to \$10,000 for sidewalk improvements to support the Horton's Pizza Plus, Inc. project.

January 12, 2022

Blake Benson, President
Pittsburg Area Chamber of Commerce
117 W. 4th St.
Pittsburg, Kansas 66762

I have operated Horton's Pizza Plus at 1601 E. 4th Street in Pittsburg for the past thirty years. I plan to build a new building to better serve my existing customer base and the expected growth from the various new housing developments in this area.

I have enclosed a summary of benefits to the local community that a new building would offer.

I would be interested in exploring any financial assistance the City of Pittsburg might offer to help me with the development of this project.

Sincerely,

Mike Horton
Teresa Horton

Horton's Pizza Plus, Inc. is considering constructing a new 4000 sq. ft. building at 1601 E. 4th Street to better serve the Countryside neighborhood, Pittsburg High School, Villas at Creekside and Creekside East development. The current 2,000 sq. ft. building is 40 years old and is not able to provide proper access and parking for the projected growth in business from the new developments and increased enrollment at Pittsburg High School.

Mike Horton and his family has owned and operated the business, serving the East Pittsburg community for the past thirty years. The store has been a gathering place for the Countryside neighborhood and the proposed store would offer additional indoor seating and amenities to better serve this growing area of Pittsburg.

The proposed project would:

- Double the size of the existing building
- Expand the hot food menu with additional offerings including a hand breaded chicken tender program with hot sides.
- New Bakery will allow sale of freshly baked items
- Expanded breakfast menu
- Allow sales of grab and go sandwiches and fresh salads
- Increase beverage and drink offerings
- Expanded kitchen will allow catering to the community
- Provide additional parking and better traffic flow around the fuel pumps
- Allow safer access for children riding bikes from the Countryside neighborhood
- Complement the new development in the neighborhood with a new business façade in addition to the newly rebranded fuel service with new pumps
- Improve the bathroom facilities with touchless access
- Allow indoor dining
- Will utilize a vacant property north of the existing store for new construction and employee parking
- Increase the number of employees
- New investment of \$850,000 in property and equipment for Pittsburg



**APPLICATION FOR LOAN
CITY OF PITTSBURG, KANSAS
ECONOMIC DEVELOPMENT REVOLVING LOAN FUND
(SALES TAX)**

I. GENERAL INFORMATION

- | | | |
|----|---|--|
| 1. | Horton's Pizza Plus, Inc. | January 27, 2022 |
| | Name of Applicant Firm | Date of Request |
| | 1601 E. 4th Street, Pittsburg, KS 66762 | 620-235-0218 |
| 2. | Firm Address | Firm Phone Number |
| 3. | Names and addresses of all persons or corporation who would be obligated as either applicant or personal guarantors of loans: | |
| | James (Mike) M. Horton | 509 E. Highway 160 Frontenac, KS 66763 |
| | Name | Address |
| | James (Michael) M. Horton II | 124 E. 23rd St. Pittsburg, KS 66762 |
| | Name | Address |
| 4. | Names and addresses of the principal officers and directors of the applicant: | |
| | James M. Horton, President | 509 E. Highway 160 Frontenac, KS 66763 |
| | Name | Address |
| | James M. Horton II, Vice President | 124 E. 23rd St. Pittsburg, KS 66762 |
| | Name | Address |
| | Adam Holland, Secretary / Treasurer | 409 W. Kansas St. Pittsburg, KS 66762 |
| | Name | Address |
| 5. | Nature of applicant's business: <u>Convenience store with extensive food offerings, catering and delivery.</u> | |
| | <hr/> | |
| | <hr/> | |
| 6. | The products to be assembled or manufactured or service to be rendered:
<u>Convenience Store & Catering</u> | |
| | <hr/> | |
| | <hr/> | |
| | <hr/> | |
| 7. | Applicant's Attorney | Phone Number |
| 8. | GNBank | 620-231-4200 |
| | Applicant's Financial Advisor | Phone Number |

7. If the applicant will be in direct competition with local firms,
 (a) Name of firms: Existing business with established competition from other food and fuel vendors.

- (b) Describe nature of the competition: _____

IV. LOAN ANALYSIS

1. Has a financial advisor submitted an analysis indicating the need for the loan, the advisability of the loan or benefit to the applicant of the loan?
N/A
 (If yes, attach a copy to this application.)
2. Has additional financing, whether internally generated or through other loans, been arranged? (If yes, explain on an attached sheet) N/A
3. Has the applicant investigated conventional financing?
N/A

V. PROPOSED LOCATION

1. Location of the proposed facility: 1601 E. 4th Street Pittsburg, KS
2. If the facility is a proposed expansion or replacement of another plant, state size and location of current operations:
Proposed new building will be 4000 sq. ft. which will replace an existing 2000 sq. ft. building to allow sales of additional food offerings and products to customers. New parking area north of the building for employee parking will ease congestion with current customer parking & access.
3. What percentage of the facility will be occupied by the applicant? 100%
4. Is the prospective location properly zoned? Yes, currently zoned commercial

5. If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:

N/A

6. If unusual demands for water or sewer services or police or fire protection will be made, specify the demands:

Existing storm drain pipe from Canterbury Road will need to be moved to allow for construction of new building.

VI. OWNERSHIP AND MANAGEMENT

1. Describe the organizational structure of applicant (proprietorship, partnership, subsidiary, corporation, etc.):

Horton's Pizza Plus, Inc. is organized as a Subchapter S Corporation.

Note relationship to a parent company: _____

2. What portion of the project is being financed from other company funds (in addition to this loan)?

\$ N/A

Please explain _____

3. Describe all threatened or outstanding litigation

None

4. Attach proforma statements for the first three (3) years of operation after issuance of the loan, including revenue projections, operating expense projections and a debt amortization schedule.

VII. MEASURE OF ECONOMIC GROWTH AND BENEFIT

1. What dollar amount of sales is contemplated? \$3,000,000 - \$3,500,000
2. What percentage of sales will be sold locally? 100%, 2020 Sales Tax Collected was approx. \$100,000, Property Tax Paid approx. \$12,000

3. What is the estimated amount of merchandise and services purchased locally, per year?

Approximately \$350,000 - \$500,000

4. How many people will the project employ:

Type: Professional _____

Technical _____

Clerical _____

General Labor _____

18 - 20 Full and Part time Employees

5. Number of current full-time employees at applicant's present location:

11 Full Time & Part time

6. What is ratio of loan fund dollars to jobs created? _____

VIII. In order to facilitate the timely processing of the application, please attach as part of the proposal the following items:

1. Copies of applicant's financial statements for the past three years certified as correct by the owner or an authorized officer.
2. Applicant's most recent annual or quarterly financial report.
3. Interim financial statements, to date, for the current fiscal year.
4. Financial statements, current to date, for each personal guarantor, on forms, certified by a Certified Public Accountant or the guarantor.
5. Copies of both federal and state income tax returns filed by applicant and each personal guarantor during the past three years.
6. In certain cases, due to the size of the loan, audited financials may be required.
7. Completed business plan with three year financial projections.
8. Loan (if approved) must be personally guaranteed.

IX. Applicant should be aware that additional financial data shall be required if requested by the City Manager, City Attorney or any other persons authorized by the City of Pittsburg, Kansas, including the Economic Development Revolving Loan Fund (Sales Tax) Committee (EDAC).

X. Attached hereto is a copy of the Collateral Requirements for the Economic Development Revolving Loan Fund (Sales Tax) for informational purposes. HOWEVER, APPLICANT ACKNOWLEDGES AND AGREES THAT SAID REQUIREMENTS AS WELL AS THIS APPLICATION ARE A SET OF GUIDELINES AND ANY OF THE PROVISIONS STATED THEREIN MAY BE WAIVED OR ADDED TO AT THE DISCRETION OF THE PITTSBURG CITY COMMISSION.

- XI. EACH APPLICANT ALSO EXPRESSLY AGREES AND UNDERSTANDS THAT THE CITY'S MONETARY PLEDGE OF MONIES FROM THE FUND AND COMMITMENTS MADE IN ANY AGREEMENT SHALL BE CONTINGENT UPON THE CITY CONTINUING TO COLLECT THE ONE-HALF CENT CITY RETAILERS' SALES TAX; AND APPLICANT ACKNOWLEDGES THAT SAID SALES TAX MAY BE DISCONTINUED AS PROVIDED BY THE PROVISIONS OF K.S.A. 12-187 et. seq. AND AMENDMENTS THERETO, AT ANY TIME.

James M. Hard

Signature

1-27-2022

Date

Resident

Title

**COLLATERAL REQUIREMENTS – CITY OF PITTSBURG, KANSAS
ECONOMIC DEVELOPMENT REVOLVING FUND
(SALES TAX)**

The following documents will be required:

1. A fully completed and signed application, with documents required therein attached.
2. A fully completed and signed financial statement by each personal guarantor.
3. The federal income tax returns of each personal guarantor for the last three (3) years, whether calendar or fiscal years.
4. Documents confirming compliance with the Kansas Bulk Transfer Act, if the Act is applicable.
5. A personal guaranty agreement to be signed by each personal guarantor and spouse.
6. Key persons term life insurance on the principal personal guarantor.
7. If the applicant is a corporation, a resolution of the Board of Directors authorizing the appropriate offices of the Corporation to sign the various loan documents on behalf of the Corporation.
8. Loan Agreement and Security Agreement, with Use of Loan Proceeds form attached.
9. Promissory Notes and Mortgage.
10. UCC financial statements for filing with the Secretary of State and the Crawford County Register of Deeds.
11. Other relevant financial information or loan security documents requested by the City Manager, the City Attorney or any authorized representative of the City of Pittsburg, Kansas.



Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: February 17, 2022

SUBJECT: February 22, 2022 Agenda Item
Angeles Properties, LLC project

Angeles Properties, LLC, recently announced their plans to acquire and renovate property at 1002 South Broadway. This will be a \$345,000 investment by the company, with plans to convert the property to office space that will be leased by Jones-Heritage Realtors.

Carlos and Monica Angeles approached the Economic Development Advisory Committee (EDAC) on behalf of Angeles Properties, LLC, on February 2, 2022, and requested assistance with the project. The EDAC felt the project was worthwhile and would greatly improve the aesthetics along a visible stretch of the Broadway retail corridor. Rather than a cash incentive, the EDAC recommended assisting Angeles Properties, LLC, with sidewalk and drive approach/parking lot improvements that will be required in order to facilitate the project. This includes up to \$25,000 for drive approach/parking lot improvements and up to \$5,000 for sidewalk repairs.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, February 22, 2022. Action being requested is approval or denial of the EDAC recommendation to provide up to \$25,000 for drive approach/parking lot improvements and up to \$5,000 for sidewalk improvements to support the Angeles Properties, LLC, project.



**APPLICATION FOR LOAN
CITY OF PITTSBURG, KANSAS
ECONOMIC DEVELOPMENT REVOLVING LOAN FUND
(SALES TAX)**

I. GENERAL INFORMATION

1. Angeles Properties LLC 1-6-22
Name of Applicant Firm Date of Request

2. 1002 S Broadway 620.249.8857
Firm Address Firm Phone Number

3. Names and addresses of all persons or corporation who would be obligated as either applicant or personal guarantors of loans:

Carlos Angeles 1310 S College, Pittsburg
Name Address

Monica Angeles same
Name Address

4. Names and addresses of the principal officers and directors of the applicant:

Same
Name Address

Name Address

Name Address

5. Nature of applicant's business: Angeles Properties LLC

6. The products to be assembled or manufactured or service to be rendered:

7. Mark Werner 620.232.2442
Applicant's Attorney Phone Number

8. Wes Hamblin 214.986.7916
Applicant's Financial Advisor Phone Number

9. Dennis Dechant 620.230.5187
 Applicant's Accountant Phone Number
10. Estimated amount of loan: \$ _____
11. Number of years to retire loan: _____
12. List previous loans and credit references:
CNB - Ryan Moore

II. USE OF LOAN PROCEEDS

- | | | |
|--|----|--|
| 1. Amount requested for purchase of land: | \$ | <u>140,000</u> |
| 2. Amount requested for land improvements (bldgs): | \$ | <u>200,000</u> |
| 3. Amount requested for machinery and equipment: | \$ | _____ |
| 4. Capitalized debt service: | \$ | _____ |
| 5. Loan closing costs: | \$ | <u>5,000</u> |
| 6. Working capital: | \$ | _____ |
| 7. Other (specify) | \$ | _____ |
| TOTAL REQUEST: | | \$ <u>345,000 total</u>
<u>10% = 34,500</u> |

III. LOAN PROPOSAL

1. Will the loan refinance an existing project? _____
2. Will the loan proceeds be used to expand or replace an existing facility? Remodel
3. Is the applicant presently located in the City of Pittsburg? yes
4. What type and size of building will be constructed? _____
-
5. Name and address of contractor and/or architect:
Mike Austerman - Interior Remodel
Norman Miller - Roof, Canopy Removal, siding
Vinardi - HVAC
Seward Electric
6. What type of equipment will be financed? _____

7. If the applicant will be in direct competition with local firms,

(a) Name of firms: _____

(b) Describe nature of the competition: _____

IV. LOAN ANALYSIS

1. Has a financial advisor submitted an analysis indicating the need for the loan, the advisability of the loan or benefit to the applicant of the loan?

(If yes, attach a copy to this application.)

2. Has additional financing, whether internally generated or through other loans, been arranged? (If yes, explain on an attached sheet)

3. Has the applicant investigated conventional financing?

V. PROPOSED LOCATION

1. Location of the proposed facility: 1002 S Broadway

2. If the facility is a proposed expansion or replacement of another plant, state size and location of current operations:

3. What percentage of the facility will be occupied by the applicant? 100%

4. Is the prospective location properly zoned? yes

5. If a zoning change is pending, cite application number and present status. If application has not been made, briefly describe what change will be needed and plans for submitting application:

6. If unusual demands for water or sewer services or police or fire protection will be made, specify the demands:

N/A

VI. OWNERSHIP AND MANAGEMENT

1. Describe the organizational structure of applicant (proprietorship, partnership, subsidiary, corporation, etc.):

Proprietorship

Note relationship to a parent company: _____

2. What portion of the project is being financed from other company funds (in addition to this loan)?

\$ _____

Please explain _____

3. Describe all threatened or outstanding litigation

N/A

4. Attach proforma statements for the first three (3) years of operation after issuance of the loan, including revenue projections, operating expense projections and a debt amortization schedule.

VII. MEASURE OF ECONOMIC GROWTH AND BENEFIT

1. What dollar amount of sales is contemplated? _____
2. What percentage of sales will be sold locally? _____
-
-

3. What is the estimated amount of merchandise and services purchased locally, per year?

4. How many people will the project employ:

Type: Professional

8 independent contractors

Technical

Clerical

2

General Labor

5. Number of current full-time employees at applicant's present location:

1

6. What is ratio of loan fund dollars to jobs created?

VIII. In order to facilitate the timely processing of the application, please attach as part of the proposal the following items:

1. Copies of applicant's financial statements for the past three years certified as correct by the owner or an authorized officer.
2. Applicant's most recent annual or quarterly financial report.
3. Interim financial statements, to date, for the current fiscal year.
4. Financial statements, current to date, for each personal guarantor, on forms, certified by a Certified Public Accountant or the guarantor.
5. Copies of both federal and state income tax returns filed by applicant and each personal guarantor during the past three years.
6. In certain cases, due to the size of the loan, audited financials may be required.
7. Completed business plan with three year financial projections.
8. Loan (if approved) must be personally guaranteed.

IX. Applicant should be aware that additional financial data shall be required if requested by the City Manager, City Attorney or any other persons authorized by the City of Pittsburg, Kansas, including the Economic Development Revolving Loan Fund (Sales Tax) Committee (EDAC).

X. Attached hereto is a copy of the Collateral Requirements for the Economic Development Revolving Loan Fund (Sales Tax) for informational purposes. HOWEVER, APPLICANT ACKNOWLEDGES AND AGREES THAT SAID REQUIREMENTS AS WELL AS THIS APPLICATION ARE A SET OF GUIDELINES AND ANY OF THE PROVISIONS STATED THEREIN MAY BE WAIVED OR ADDED TO AT THE DISCRETION OF THE PITTSBURG CITY COMMISSION.

XI. EACH APPLICANT ALSO EXPRESSLY AGREES AND UNDERSTANDS THAT THE CITY'S MONETARY PLEDGE OF MONIES FROM THE FUND AND COMMITMENTS MADE IN ANY AGREEMENT SHALL BE CONTINGENT UPON THE CITY CONTINUING TO COLLECT THE ONE-HALF CENT CITY RETAILERS' SALES TAX; AND APPLICANT ACKNOWLEDGES THAT SAID SALES TAX MAY BE DISCONTINUED AS PROVIDED BY THE PROVISIONS OF K.S.A. 12-187 et. seq. AND AMENDMENTS THERETO, AT ANY TIME.


Signature

1-6-22
Date

Owner / managing member
Title

Interoffice Memorandum

To: Daron Hall, City Manager
CC: Tammy Nagel, City Clerk
From: Dexter Neisler, Zoning Administrator (DN:dg) 
Date: February 14, 2022
Subject: Agenda Item – February 22, 2022
Variance: 1515 E 14th

The Planning Commission/Board of Zoning Appeals, in its meeting of January 24, 2022, considered a request submitted by Matthew Sullivan for a variance at 1515 E 14th to allow a 1,200 sq ft garage. After reviewing all evidence presented, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend to the Governing Body **approval** of the request based on the following criteria:

Character of Neighborhood: This variance does not change the character of the neighborhood in any way.

Zoning and Nearby Property Use: This variance does not affect the use of any nearby property in any way.

Project Suitability for Proposed Use: This project is suitable for the proposed use as it does not change or affect any existing features including streets, drainage areas, or sanitary sewers.

Detrimental Affects to Nearby Properties: This variance will not pose any detrimental affects to any nearby properties.

Affects to Public Health, Safety, & Welfare: Public health, safety, and welfare will not be affected by this variance.

Staff Recommendation: Approve. This variance does not change or affect the character of the neighborhood.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for February 22, 2022.

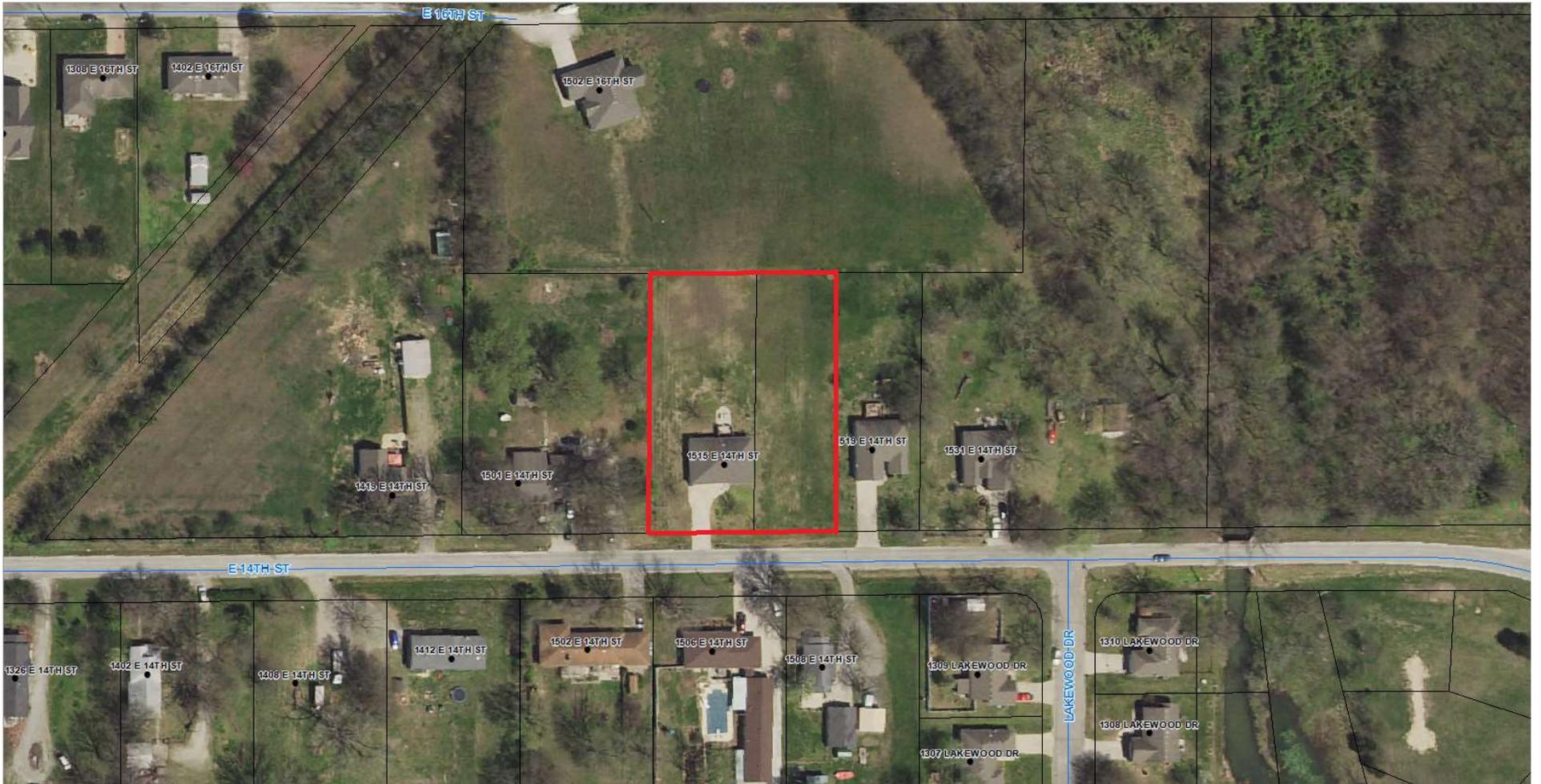
Requested Action: For the Governing Body to approve or disapprove the variance submitted by Matthew Sullivan.

If you have any questions regarding this matter, please feel free to contact me at 620-230-5517.

Sincerely,

Dexter Neisler
Zoning Administrator

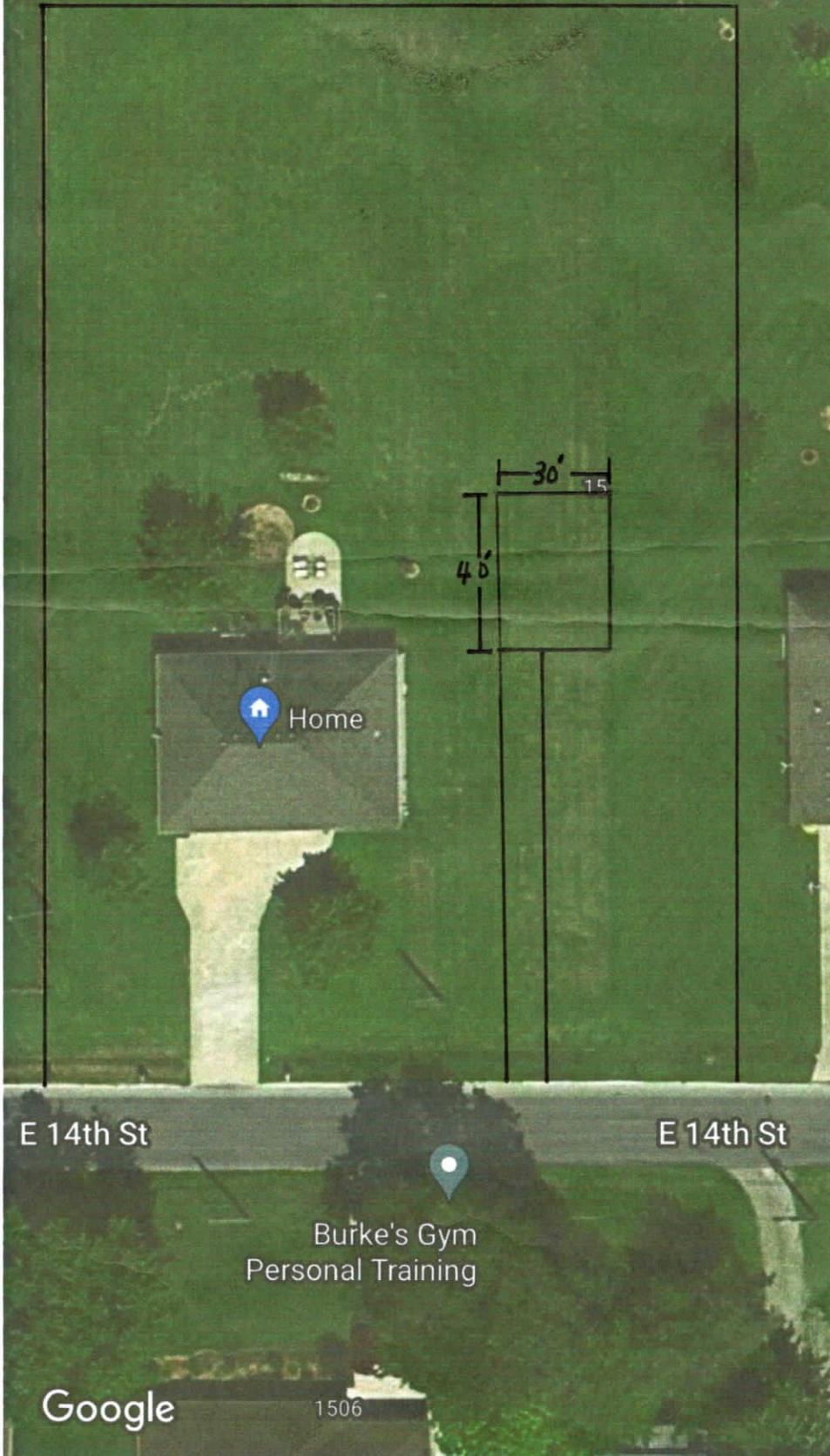
DN:dg 



RECEIVED

DEC 07 2021

City of Pittsburgh
Community Development



E 14th St

E 14th St

Burke's Gym
Personal Training

Google

1506



75



Interoffice Memorandum

To: Daron Hall, City Manager
CC: Tammy Nagel, City Clerk
From: Dexter Neisler, Zoning Administrator (DN:dg) 
Date: February 14, 2022
Subject: Agenda Item – February 22, 2022
Zoning Change – City of Pittsburg – Monte Industrial Park

The Planning Commission/Board of Zoning Appeals, in its meeting of January 24, 2022, considered a request submitted by the City of Pittsburg to amend the Zoning Ordinance, changing certain areas from Not Zoned to IP-3, Planned Heavy Industrial.

The property is described as:

A parcel of land located in the East half of Section 9, Township 30 South, Range 25 East of the 6th Principal Meridian, Crawford County, Kansas, more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter of said Section, thence N03°12'44"W along the West line of said Quarter a distance of 2669.15 feet to the Northwest corner of said Quarter; thence N01°35'42"W along the West line of the Northeast Quarter of said Section a distance of 855.19 feet to the Southwest corner of a parcel described in Deed Book 641, Page 126 recorded in the Crawford County, Register of Deeds Office; thence N88°35'16"E along the South line of said parcel a distance of 1358.82 feet to the Southeast corner of said parcel, point also being on the West line of the Southeast Quarter of the Northeast Quarter; thence S02°01'21"E along said West line a distance of 183.31 feet to the Northwest corner of the South Half of the Southeast Quarter of the Northeast Quarter; thence N88°30'08"E along the North line of the South Half of the Southeast Quarter of the Northeast Quarter a distance of 768.06 feet; thence S00°51'46"E a distance of 333.09 feet; thence S88°27'30"W a distance of 760.91 feet to the West line of the Southeast Quarter of the Northeast Quarter; thence S02°05'27"E along said West line a distance of 333.67 feet to the Southwest corner of the Southeast Quarter of the Northeast Quarter; thence S02°36'49"E along the West line of the Northeast Quarter of the Southeast Quarter a distance of 166.66 feet; thence N88°24'26"E a distance of 1364.07 feet to the East line of the Southeast Quarter; thence S02°01'02"E along said East line a distance of 1018.83 feet to the Northwest Right-of-Way line of the Missouri Pacific Railroad Company; thence along said Right-of-Way line on a non-tangent curve to the left having a radius of 2914.79 feet, an arc length of 451.50 feet, a chord length of 451.05 feet and a chord bearing of S43°21'44"W; thence continuing along said Right-of-Way line S38°55'29"W a distance of 1527.65 feet to the South line of said Quarter; thence S88°18'18"W along said South line a distance of 1353.93 feet to the Point of Beginning. Said parcel contains 169.68 acres, more or less, and is subject to easements, reservations and restrictions of record. Legal Description prepared by Thad C. Reynolds, L.S.#1354, on November 16, 2021.

Staff Recommendation: Approve. After review of this request, the Planning Commission/Board of Zoning Appeals voted unanimously to recommend approval of the zoning change.

In this regard, would you place this item on the agenda for the City Commission meeting scheduled for February 22, 2022.

Requested Action: For the Governing Body to approve or disapprove the zoning change submitted by the City of Pittsburg, and if approved, direct staff to prepare the appropriate Ordinance.

If you have any questions regarding this matter, please feel free to contact me at 620-230-5517.

Sincerely,

Dexter Neisler
Zoning Administrator

DN:dg 

