

Table of Contents

Agenda . . . . . 3

Proclamation - Week of the Young Child  
    Week of the Young Child . . . . . 6

Approval of the March 14, 2023, City Commission Meeting minutes.  
    03-14-2023 Minutes. . . . . 7

Approval of staff recommendation to waive the City's bid process and purchase, for use by the Pittsburg Police Department, eleven new Safariland HyperX Barrier Vests directly from Baysingers Uniform & Equipment, of Wichita, Kansas, in the total amount of \$36,749.68, and to make available the City's older Protech brand vests as items of surplus equipment to be donated to other area law enforcement agencies.  
    Vest Purchase Memo . . . . . 9  
    Vest Quote - Baysingers . . . . . 11  
    Vest Information Sheet . . . . . 12

Approval of staff recommendation to approve an easement between the City and Cox Communications, LLC, routing from the existing vault on the north side of West 15th Street to the cell tower lease located in the Four Oaks Golf Course and authorize the Mayor and City Clerk to sign the easement on behalf of the City.  
    Cox Communication Cable Easement . . . . . 13

Approval of staff recommendation to award the bid for the provision of asphaltic concrete material for the 2023 City Sales Tax Street Program and Crawford County, Kansas, consisting of an estimated total of 17,500 tons of asphaltic concrete base and surface mix to Heckert Construction Co., Inc., of Pittsburg, Kansas, based on their bids of: \$83.82 per ton SM9.5A (Virgin Mix) Asphalt; \$81.72 per ton SM12.5A (Virgin Mix) Asphalt; \$79.37 per ton SM19A (Virgin Mix) Asphalt; and an hourly cost for tandem truck delivery to Pittsburg, and authorize the Mayor and City Clerk to sign the contract documents once prepared.  
    2023 City Sales tax Program Asphalt Material Bid Disp Memo . . . . . 17

Approval of staff recommendation to award the bid for repairs to Well #8 at the Water Treatment Plant to Mr. Pump, LLC, of Seneca, Missouri, in the amount of \$21,800, and authorize the Mayor to sign the necessary documents on behalf of the City.  
    Well #8 repair bid memo . . . . . 19

Approval of staff recommendation to enter into an agreement with Earles Engineering & Inspection, Inc, of Pittsburg, Kansas, in the amount of \$61,800.00 for engineering services to include Preliminary Design, Final Design, and Bidding/Construction Administration for the East 27th Street Project from Broadway Street to Joplin Street and authorize the Mayor to sign the agreement on behalf of the City.  
    East 27th Street Engineering Services memo. . . . . 21

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

Check List . . . . . 25

PITTSBURG AREA CHAMBER OF COMMERCE ECONOMIC DEVELOPMENT SERVICES AGREEMENT - Consider approval of an Economic Development Services Agreement between The Pittsburg Area Chamber of Commerce and The City of Pittsburg in which the Chamber will perform the services related to the location and retention of industrial, manufacturing and retail businesses in the City, for the period beginning April 1, 2023, and concluding on March 31, 2024.

Pittsburg Area Chamber of Commerce Agreement . . . . . 35

PITTSBURG STATE UNIVERSITY BUSINESS DEVELOPMENT AND INNOVATION SERVICES AGREEMENT - Consider approval of a Business Development and Innovation Services Agreement between Pittsburg State University (PSU) and The City of Pittsburg in which PSU will provide support to the City to effectively help create and attract new businesses, industries and manufacturing concerns to the City, as well as more effectively promote the expansion and growth of existing businesses and industries already located in the City, for the period beginning April 1, 2023, and concluding on March 31, 2024.

Pittsburg State University Agreement . . . . . 45

ADVANCED METERING INFRASTRUCTURE (AMI) - Consider staff recommendation to purchase hardware, software, and hosting services for Advanced Metering Infrastructure (AMI) in the amount of \$160,321.25 from Core & Main, of Olathe, Kansas, for Year 1 implementation only.

Core and Main Agreement memo . . . . . 52

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, March 28, 2023**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

- a. Flag Salute Led by the Mayor
- b. Public Input
- c. Proclamation - Week of the Young Child

**CONSENT AGENDA (ROLL CALL VOTE):**

- a. Approval of the March 14, 2023, City Commission Meeting minutes.
- b. Approval of staff recommendation to waive the City's bid process and purchase, for use by the Pittsburg Police Department, eleven new Safariland HyperX Barrier Vests directly from Baysingers Uniform & Equipment, of Wichita, Kansas, in the total amount of \$36,749.68, and to make available the City's older Protech brand vests as items of surplus equipment to be donated to other area law enforcement agencies.
- c. Approval of staff recommendation to approve an easement between the City and Cox Communications, LLC, routing from the existing vault on the north side of West 15th Street to the cell tower lease located in the Four Oaks Golf Course and authorize the Mayor and City Clerk to sign the easement on behalf of the City.
- d. Approval of staff recommendation to award the bid for the provision of asphaltic concrete material for the 2023 City Sales Tax Street Program and Crawford County, Kansas, consisting of an estimated total of 17,500 tons of asphaltic concrete base and surface mix to Heckert Construction Co., Inc., of Pittsburg, Kansas, based on their bids of: \$83.82 per ton SM9.5A (Virgin Mix) Asphalt; \$81.72 per ton SM12.5A (Virgin Mix) Asphalt; \$79.37 per ton SM19A (Virgin Mix) Asphalt; and an hourly cost for tandem truck delivery to Pittsburg, and authorize the Mayor and City Clerk to sign the contract documents once prepared.
- e. Approval of staff recommendation to award the bid for repairs to Well #8 at the Water Treatment Plant to Mr. Pump, LLC, of Seneca, Missouri, in the amount of \$21,800, and authorize the Mayor to sign the necessary documents on behalf of the City.

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, March 28, 2023**  
**5:30 PM**

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- f. Approval of staff recommendation to enter into an agreement with Earles Engineering & Inspection, Inc, of Pittsburg, Kansas, in the amount of \$61,800.00 for engineering services to include Preliminary Design, Final Design, and Bidding/Construction Administration for the East 27th Street Project from Broadway Street to Joplin Street and authorize the Mayor to sign the agreement on behalf of the City.
- g. Approval of the Appropriation Ordinance for the period ending March 28, 2023, subject to the release of HUD expenditures when funds are received.

**SPECIAL PRESENTATION:**

- a. ECONOMIC DEVELOPMENT QUARTERLY REPORT - Director of Economic Development Blake Benson, and Pittsburg State University Executive Director, Operations, Business Development, & Economic Engagement Darrell Pulliam, will present the quarterly Economic Development Report.  
**Receive for file.**

**CONSIDER THE FOLLOWING:**

- a. PITTSBURG AREA CHAMBER OF COMMERCE ECONOMIC DEVELOPMENT SERVICES AGREEMENT - Consider approval of an Economic Development Services Agreement between The Pittsburg Area Chamber of Commerce and The City of Pittsburg in which the Chamber will perform the services related to the location and retention of industrial, manufacturing and retail businesses in the City, for the period beginning April 1, 2023, and concluding on March 31, 2024. **Approve or disapprove the Economic Development Services Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**
- b. PITTSBURG STATE UNIVERSITY BUSINESS DEVELOPMENT AND INNOVATION SERVICES AGREEMENT - Consider approval of a Business Development and Innovation Services Agreement between Pittsburg State University (PSU) and The City of Pittsburg in which PSU will provide support to the City to effectively help create and attract new businesses, industries and manufacturing concerns to the City, as well as more effectively promote the expansion and growth of existing businesses and industries already located in the City, for the period beginning April 1, 2023, and concluding on March 31, 2024. **Approve or disapprove the Business Development and Innovation Services Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**

**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, March 28, 2023**  
**5:30 PM**

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- c.    ADVANCED METERING INFRASTRUCTURE (AMI) - Consider staff recommendation to purchase hardware, software, and hosting services for Advanced Metering Infrastructure (AMI) in the amount of \$160,321.25 from Core & Main, of Olathe, Kansas, for Year 1 implementation only. **Approve or disapprove staff recommendation and, if approved authorize the Mayor to sign agreements with Sensus for FCC license and Sensus Analytics once prepared.**

**NON-AGENDA REPORTS & REQUESTS:**

**THE MAYOR'S MOMENT:**

**ADJOURNMENT**

*Office of the Mayor*  
CITY OF PITTSBURG, KANSAS

# *Proclamation*

*Whereas:* All young children deserve quality early learning environments that support them as capable and competent lifelong learners; and

*Whereas:* Young children need skilled, educated, competent, consistent, and compensated early childhood educators; and

*Whereas:* Early childhood education promotes the intellectual, emotional and physical development of children, which in turn prepares them to be responsible and contributing members of society; and

*Whereas:* High-quality early childhood education depends on high-quality childhood educators who ensure that children, supported by families, have the early experiences they need for a strong foundation; and

*Whereas:* Early childhood professionals and others who make a difference in the lives of young children in Pittsburg deserve thanks and recognition; and

*Whereas:* We celebrate the 52<sup>nd</sup> Anniversary of the Week Of the Young Child so that we can continue to recognize and advance the early childhood education profession.

*Now, Therefore,* I, Ron Seglie, M.D., Mayor of the City of Pittsburg, Kansas, do hereby proclaim April 3<sup>rd</sup> to April 7<sup>th</sup>, 2023, as the

## **Week of the Young Child**

and recognize that the future of our community and state depends on the quality of the early childhood experiences provided to our young children today.

Dated this 28<sup>th</sup> day of March, 2023.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

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

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A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, March 14, 2023, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Ron Seglie presiding and the following members present: Cheryl Brooks and Chuck Munsell. Commissioner Stu Hite participated by phone. Commissioner Dawn McNay was absent.

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

Mayor Seglie led the flag salute.

APPROVAL OF MINUTES – On motion of Brooks, seconded by Munsell, the Governing Body approved the February 28, 2023, City Commission Meeting minutes as presented. Motion carried. Absent: McNay.

INSURANCE AGENCY/BROKER SERVICES AGREEMENT – On motion of Brooks, seconded by Munsell, the Governing Body authorized staff to enter into an Agreement for Insurance Agency / Broker Services with SRA Insurance Agency, LLC, dba AssuredPartners of Wichita, for property and liability insurance services and authorized the Mayor to sign the Agreement on behalf of the City. Motion carried. Absent: McNay.

CEREAL MALT BEVERAGE LICENSE – On motion of Brooks, seconded by Munsell, the Governing Body approved the application submitted by Mehul Shah for a 2023 Cereal Malt Beverage License for Snak Atak #2, located at 3201 North Rouse, and authorized the City Clerk to issue the license. Motion carried. Absent: McNay.

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

Mayor Seglie announced that Commissioner Hite is participating in the meeting by phone.

SPECIAL PRESENTATION - SOUTHEAST KANSAS RECYCLING CENTER UPDATE - Nancy Scott and Dr. James Triplett presented an update on the Southeast Kansas Recycling Center.

PUBLIC HEARING - WASHINGTON SCHOOL, LLC - TAXABLE INDUSTRIAL REVENUE BONDS – A Public Hearing was held regarding the issuance of not to exceed \$6,000,000 principal amount of Taxable Industrial Revenue Bonds, from time to time, in one or more series, pursuant to K.S.A. 12-1740 et seq., as well as an accompanying ad valorem property tax exemption for the property purchased with the proceeds of said Bonds, with the bond proceeds to also be used to finance the costs of purchasing, acquiring, constructing, furnishing and equipping a commercial facility consisting of renovating an existing school building into a childcare facility and appurtenances thereto (the “Project”) located at 205 South Locust Street in Pittsburg, Kansas. Absent: McNay.

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

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RESOLUTION NO. 1265 – On motion of Brooks, seconded by Munsell, the Governing Body adopted Resolution No. 1265, approving an ad valorem property tax exemption for property acquired with the proceeds of certain Industrial Revenue Bonds, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried. Absent: McNay.

AQUATIC CENTER VALVE REPLACEMENT AND FILTER CELL REMODEL – On motion of Brooks, seconded by Munsell, the Governing Body approved staff recommendation to accept the proposal submitted by Blue Water Commercial Aquatic Services in the amount of \$58,750.00, for the maintenance and repair of gauges, valves and filter cells at the Aquatic Center pump house, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried. Absent: McNay.

VARIANCE REQUEST - FRAZIER – On motion of Brooks, seconded by Munsell, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the variance request submitted by Justin and Jennifer Frazier to allow a set-back variance at 00000 South Locust for the construction of a duplex. Motion carried. Absent: McNay.

CONDITIONAL USE PERMIT REQUEST - ROSE – On motion of Munsell, seconded by Brooks, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the Conditional Use Permit request submitted by SheKinah Rose and Kimberly Rose to allow a home day care to operate at 1020 East 15th Street under the provisions of Article 30 of the Pittsburg Zoning Ordinance. Motion carried. Absent: McNay.

NON-AGENDA REPORTS AND REQUESTS:

RONDA SHELTON INTRODUCTION – City Manager Daron Hall introduced Ronda Shelton as the City’s newly appointed Finance Director.

THE MAYOR’S MOMENT – Mayor Seglie encouraged everyone to attend the Spruce Up Pittsburg Community Conversation to be held at 6:00 p.m. on March 23<sup>rd</sup>, 2023, in the lower level of Memorial Auditorium.

LAW ENFORCEMENT RECOGNITION – Commissioner Books thanked all Law Enforcement officers that assisted with apprehending a subject last week.

ADJOURNMENT: On motion of Brooks, seconded by Munsell, the Governing Body adjourned the meeting at 6:22 p.m. Motion carried.

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Ron Seglie, M.D., Mayor

ATTEST:

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Tammy Nagel, City Clerk





BRENT NARGES  
Chief of Police

# PITTSBURG

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## 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

Date: March 22, 2023

Subject: Pittsburg City Commission Agenda item, for the March 28, 2023, meeting,  
re: Safariland HyperX Ballistic Vest System for the Special Response  
Team

---

The Pittsburg Police Department's Special Response Team needs to replace their current tactical ballistic vest systems (hereafter referred to as Barrier Vests), due to the National Institute of Justice's (NIJ) original manufactures replacement recommendation schedule. Traditionally, the NIJ recommends replacement of ballistic vests approximately every three to five years, depending on the brand and model, regarding the manufacturer's warranty for effectiveness. Anything after that manufacturer's warranty period, the owner of that ballistic vest assumes all responsibility and liability for its effectiveness.

In November, 2016, the Police Department purchased ten Protech brand FAV MKII Barrier Vests for the Special Response Team (hereafter referred to as SRT). Our agency later purchased an 11<sup>th</sup> Barrier Vest to cover expansion of the unit and to make sure all personnel on SRT had the same type and model of vest. The manufacturer's warranty period for these Protech brand Barrier Vests has expired, and having already met their effective shelf life, need to be replaced.

The Police Department is seeking approval from the Pittsburg City Commission to waive the normal bidding process and purchase 11 new Barrier Vests from Baysingers Uniform & Equipment, out of Wichita, Kansas. The brand and model of vests reviewed and selected by SRT is the Safariland brand HyperX ballistic vest systems. (*Information sheet from Safariland included*).

These HyperX Barrier Vests include the base vest system, plus ballistic panel inserts, composite plates with NIJ level III ballistic rifle rating, ballistic throat guards, ballistic upper arm guards, ballistic groin protectors, identification placards, and pouches.

The per-unit price for the Safariland HyperX Barrier Vests are \$3,340.88 each, for a total of \$36,749.68. The purchase of these Barrier Vests would come through the use of funds from the Public Safety Sales Tax.

Baysingers Uniforms & Equipment has a contract with the Kansas Department of Administration's Office of Procurement & Contracts for ballistic vests. These Safariland HyperX Barrier Vests are listed on Baysingers Uniforms & Equipment's Kansas State Purchasing Contract (re: Contract ID No. 43596A), through National Association of State Procurement Officials (NASPO) pricing. (*Quote from Baysingers Uniforms & Equipment included.*)

Would you please place this item on the agenda for the Pittsburg City Commission meeting scheduled for Tuesday, March 28, 2023. The requested action will be approval or disapproval of staff's request to waive the normal bidding process and purchase these Safariland HyperX Barrier Vests directly from Baysingers Uniforms & Equipment using the Kansas State Purchasing Contract, for the total of \$36,749.68, and, if approved, authorize the issuance of the necessary purchase order.

Additionally, if approved, the Police Department will make available the older Protech brand FAV MKII Barrier Vests as items of surplus equipment to be donated to other area law enforcement agencies.

If there are any questions, please feel free to contact me at your convenience.

Thank you,

Major B. Henderson  
Pittsburg Police Dept.

Attachments: Quote from Baysingers Uniforms & Equipment, and Safariland HyperX information sheet



Items: Hyper X  
 Date: 2/24/2023  
 Dept: Pittsburg PD  
 Attn: Chris Moore

[brian@baysingers.com](mailto:brian@baysingers.com)  
 430 E Central  
 Wichita, KS 67202  
 PH - 316-262-5663

Item #	Description	Your Price	Est Qty	Total Price
HyperX	Safariland Hyper X with Quick Clip Attachment	\$544.99	11	\$5,994.89
HyperX-Hardwire IIIA	Safariland Hyper X Ballistic Panel Inserts, Hardwire 68 Level IIIA	\$699.99	11	\$7,699.89
Impac C1-MC-Medium	Safariland Impac C1 Special Threat ICW plate, Multi Curve, SAPI Medium 9.5x12.5	\$355.99	11	\$3,915.89
HyperX-Cummerbund-5"-Hardwire	Safariland Hyper X 5" Height Cummerbund Ballistic Panels, Hardwire 68 Level IIIA	\$344.99	11	\$3,794.89
HyperX-Collar-SX02	Safariland Hyper X Ballistic Collar Accessory, SX02 Level IIIA	\$186.99	11	\$2,056.89
HyperX-Structured Arm-SX02	Safariland Hyper X Structured Upper Arm Ballistic Accessory, SX02 Level IIIA	\$544.99	11	\$5,994.89
HyperX-Spine-SX02	Safariland Hyper X Spine/Lower Abdomen Ballistic Accessory, SX02 Level IIIA	\$155.99	11	\$1,715.89
HyperX-Groin-Hardwire	Safariland Hyper X Groin Ballistic Accessory, Hardwire Level IIIA	\$244.99	11	\$2,694.89
HyperX-Radio/Mag	Safariland Hyper X Radio/Magazine Pouch (Right Handed or Left Handed)	\$33.99	11	\$373.89
HyperX-Placard-Back-AWS	Safariland Hyper X Back Zip-On Placard, AWS	\$69.99	11	\$769.89
HyperX-Placard-Front-AWS Quick	Safariland Hyper X Front Quick Clip Placard, AWS	\$55.99	11	\$615.89
Front ID Panel	1x5 Front ID Panel, Coyote, Heat Press POLICE in Black	\$15.00	11	\$165.00
Back ID Panel	8x4 Back ID Panel, Coyote, Heat Press POLICE in Black	\$20.00	11	\$220.00
11TA02BK	High Speed Gear Double Rifle Taco Pouch, Coyote Brown	\$66.99	11	\$736.89
Shipping	Shipping Charge	Free	1	Free
<b>Items and Pricing Have Been Pulled From the Kansas State Contract #43596A</b>				
<b>Total</b>				<b>\$36,749.68</b>

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



# ARMOR

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This highly versatile tactical platform is designed specifically for high end in-conjunction armor systems.



## HYPERX<sup>®</sup> CARRIER MODEL

### AVAILABLE COLORS



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- SAPI plate sized from Small through XL giving customized ballistic rifle protection and mobility specific to each operator's dimensions
- Extended front and rear side coverage for overlapping protection
- Integrated communication wire openings at front wing and center chest to keep wires managed and out of outer areas
- Articulating shoulders for enhanced mobility and large range of adjustment
- Extended rifle retention areas at each shoulder and across middle with rubberized ID
- Removable closure flap allows for other closure system placards to be utilized for desired load outs
- Rear zip on MOLLE platform allowing for multiple load out scenarios and can be removed while seated in vehicles
- Shock cord adjustable cummerbund system with detachable center anchor
- Slim line shoulder ballistic pads with ventilated grip points to keep shoulder straps in position - includes integrated rifle retention pads that further extend weapon grip area above the vest
- Modular abdomen/spinal protection with adjustable connection tabs allowing for precise positioning

### OPTIONAL ACCESSORIES

- Ballistic Accessories Include: Ab/Spine, Groin, Collar, G3 Throat, G3 Structured Upper Arms
- Zipper on rear MOLLE placard
- Right/Left internal radio pouch
- Custom IDs with rifle retention

### CLOSURE SYSTEM OPTIONS

- New interchangeable FirstSpear<sup>®</sup> tube (FST) and VELCRO<sup>®</sup> Brand Hook and Loop (VCS) attachment system for external cummerbunds



First Spear Tubes & Velcro Closure



Removable Closure Flap



Shock Cord Adjustable Cummerbund

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DEPARTMENT OF PUBLIC WORKS &  
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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Works & Utilities

**DATE:** March 22<sup>nd</sup> 2023

**SUBJECT:** Agenda Item – March 28<sup>th</sup> 2023  
Cox Communications Cable Easement

---

The City staff is requesting the Governing Body's approval of a Cox Communications Cable easement routing from the existing vault on the north side of west 15<sup>th</sup> street to the cell tower lease area located in the Four Oaks Golf Course.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 28<sup>th</sup>, 2023? Action being requested is to approve or disapprove staff's request, and if approve authorize the Mayor and City Clerk to sign the easement on behalf of the City.

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

Attachment: Easement  
map

# Permanent Right of Easement

**THIS INDENTURE**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS**, herein referred to as the **FIRST PARTY** and the **COX COMMUNICATIONS, LLC**, hereinafter referred to as the **SECOND PARTY**.

## **WITNESSETH:**

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations this day paid, the receipt of which is hereby acknowledged, the First Party does, by these presents, grant and give unto the said Second Party, its successors and assigns with full right of ingress and egress a permanent utility easement and necessary appurtenances thereto, over and across the following described tract of real estate situated in Crawford County, Kansas, to-wit:

**A 10.00 feet wide easement for telecommunications cables located in Section 19, Township 30 South, Range 25 East of the 6<sup>th</sup> Principal Meridian, 5.00 feet either side of a line described as follows: Commencing at the Southeast corner of Lot 129, Nesch Addition to the City of Pittsburg, Crawford County, Kansas; thence with a bearing South 02°29'02" East (basis of bearings is NAD 83 Kansas South Zone) along the West line of North Walnut Street a distance of 42.96 feet for the point of beginning; thence South 87°30'58" West 175.71 feet; thence South 54°23'20" West 31.46 feet; thence North 72°13'51" West 98.97 feet; thence South 51°48'13" West 71.54 feet; thence South 26°44'26" West 231.58 feet; thence South 49°14'05" West 377.50 feet; thence North 74°54'56" West 143.40 feet; thence South 81°26'54" West 188.27 feet; thence North 35°00'17" West 230.60 feet; thence South 54°59'43" West 76.05 feet; thence North 90°00'00" West 130.96 feet to the East line of a cell tower lease area for the point of termination.**

Immediately following the construction referred to above, grantee will cause to be removed from the above-described property, all debris, surplus materials, and construction equipment and leave such property in a neat and presentable condition.

The Second Party agrees to hold the First Party harmless from any and all damages arising from its use of the right and permanent utility easement and agrees to pay any damage which may arise to the property, premises or rights of the First Party through the Second Party's use, occupation and possession of the rights herein granted.

**TO HAVE AND TO HOLD** all and singular, the above-described premises together with the hereditaments and appurtenances thereto belonging during the construction of the improvements referenced above, to the City of Pittsburg, Kansas, its successors and assigns.

**IN WITNESS WHEREOF**, we have hereunto set our hands the day and year first above written.

\_\_\_\_\_  
Ron Seglie, MD (Mayor)

\_\_\_\_\_  
Tammy Nagel (City Clerk)

STATE OF KANSAS        }  
                                  } **SS:**  
CRAWFORD COUNTY     }

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid came **RON SEGLIE, MD (Mayor) & TAMMY NAGEL (City Clerk)**, who are personally known to me to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

\_\_\_\_\_  
Notary Public -

My Commission Expires: \_\_\_\_\_







## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Works & Utilities

**DATE:** March 21st, 2023

**SUBJECT:** Agenda Item – March 28<sup>th</sup> 2023  
Disposition of Bids  
2023 Sales Tax Program Asphalt Material

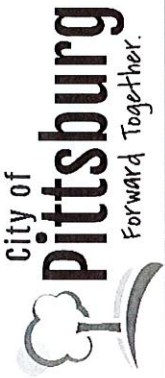
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Bids were received on Tuesday, March 21st, 2023, for the provision of asphaltic concrete materials for the 2023 City Sales Tax Street Program and the Crawford County Engineer's Office consisting of an estimated combined total of 17,500 tons of asphaltic concrete base and surface mix. The advertisement to bid was published in the newspaper and posted to the City's website, but only one (1) bid was received (see attached bid tabulation).

After reviewing the bid received, staff is recommending that the bid be awarded to Heckert Construction Co., Inc., of Pittsburg.

Please place this item on the agenda for the City Commission Meeting scheduled for Tuesday, March 28th, 2023. Action necessary will be approval or disapproval of the recommendation to award the bid to the lone bidder and, if approved, authorize the Mayor and City Clerk to sign the contract documents once prepared.

Attachment: Bid Tabulation



**The City of Pittsburg and Crawford County, Kansas  
2023 Sales Tax Street Program Asphalt Material  
Tuesday, March 21, 2023 -- 2:00 p.m.**

Name and Address of Bidder	SM9.5A Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP)		SM12.5A Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP)		SM19A Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP)		Driving Distance (Plant to 4 <sup>th</sup> & US69)	Minimum Tonnage For Start- Up/Start- Up Charge		Tandem Truck Delivery Hourly Cost
	VM	Less \$	VM	Less \$	VM	Less \$		75 Tons	\$	
Heckert Construction	VM	\$ 83.82	VM	\$ 81.72	VM	\$ 79.37	5 miles	75 Tons	\$	\$100.00
	Less \$	\$4.27	Less \$	4.27	Less \$	4.27		\$	\$475.00	
	VM	\$	VM	\$	VM	\$				
	Less \$		Less \$		Less \$					
	VM	\$	VM	\$	VM	\$				
	Less \$		Less \$		Less \$					
	VM	\$	VM	\$	VM	\$				
	Less \$		Less \$		Less \$					
	VM	\$	VM	\$	VM	\$				
	Less \$		Less \$		Less \$					

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Works & Utilities

**DATE:** March 21st, 2023

**SUBJECT:** Agenda Item – March 28, 2023  
DISPOSITION OF BIDS  
Water Treatment Plant – Repairs to Well #8

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Bids were received on Tuesday, March 21st, 2023, for repairs to Well #8 at the Water Treatment Plant. This project includes removal, disassembly, inspection and re-installation of the pump in Well #8.

A total of three (3) bids were received. After reviewing the bids received, City staff is recommending that the bid be awarded to the low bidder meeting specifications, Mr. Pump LLC of Seneca, MO, with a total bid of \$21,800.

In this regard, would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 28<sup>th</sup>, 2023. Action necessary will be approval or disapproval of staff's recommendation to award the bid to the low bidder meeting specifications as stipulated above and, if approved, direct the Mayor and City Clerk to execute the contract documents once prepared.

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

Attachment: Bid Tabulation



**Bid Recapitulation Sheet**  
**Pittsburg WTP Well #8**  
**Tuesday, March 21st, 2023 -- 2:00 p.m.**

Name and Address of Bidder	Total Bid
Mr. Pump LLC	\$21,800
Layne	\$39,590
Alliance	\$40,925



DEPARTMENT OF PUBLIC WORKS & UTILITIES

1506 North Walnut · Pittsburg KS 66762

(620) 240-5126

www.pittks.org

## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Works & Utilities

**DATE:** March 22<sup>nd</sup> 2023

**SUBJECT:** Agenda Item – March 28<sup>th</sup> 2023  
Engineering services for  
East 27<sup>th</sup> Street from Broadway Street to Joplin Street

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City Staff is requesting the Governing Body to enter into an agreement with Earles Engineering & Inspection, Inc, of Pittsburg KS for engineering services and to produce a set of engineered drawings for the East 27<sup>th</sup> Street Project from Broadway Street to Joplin Street. The project will include full-dept pavement replacement with new video detection system at 27<sup>th</sup> & Broadway intersection. The curb and gutter will only be replaced if needed. Proposal includes Preliminary Design, Final Design, and Bidding / Construction Administration for a lump sum proposal of \$61,800.00. This project will be funded through the street sales tax.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 28th, 2023? Action being requested is to approve or disapprove staff's request and, if approved, authorize the Mayor to sign the agreement on behalf of the City.

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

Attachment: Earles Engineering & Inspection Letter

# ***Earles Engineering & Inspection, Inc***

---

Civil & Structural Engineers – Construction Inspectors – Surveyors

116 N Augustus St.; McPherson, Kansas 67460

Phone: (785) 309-1060

Fax: (785) 309-1061

211 N Kansas Ave.; Liberal, Kansas 67901

Phone: (620) 626-8912

Fax: (620) 626-5408

112 W 4<sup>th</sup> St.; Pittsburg, Kansas 66762

Phone: (620) 308-5577

WOMAN OWNED MINORITY FIRM - email: [earlesinc@earleseng.com](mailto:earlesinc@earleseng.com) web: [earlesengineering.com](http://earlesengineering.com)

March 20, 2023

City of Pittsburg  
201 West 4<sup>th</sup> Street  
Pittsburg, KS 66762

Attn: Daron Hall, City Manager  
Email: [daron.hall@pittks.org](mailto:daron.hall@pittks.org)

RE: East 27<sup>th</sup> Street from Broadway Street to Joplin Street Project for the City of Pittsburg

Dear Mr. Hall:

This letter is written to serve as a letter contract between the City of Pittsburg, herein after referred to as the “**CLIENT**”, and Earles Engineering & Inspection, Inc., hereinafter referred to as the “**CONSULTANT**”, to provide professional design services for the East 27<sup>th</sup> Street from Broadway Street to Joplin Street Project as described below.

## **Scope of Work**

The proposal is to provide the following services:

The scope of the project entails completing the final design of street improvements for East 27<sup>th</sup> Street from North Broadway Street (US-69) to North Joplin Street. This project will include full-depth pavement replacement with new video detection system at the 27<sup>th</sup> & Broadway intersection. The curb and gutter will only be replaced if needed. Our efforts will provide a final typical section for the new roadway and final design plan and profile drawings within the project limits. The current estimate of construction cost without inflation is \$1,217,000. It will be necessary to prepare detailed plans to guide construction procedures. Specific aspects of this process will include the following:

- 1) Topographic Survey- COMPLETE
- 2) Preliminary Design
  - a) Determine preliminary project details
    - i) Proposed plan and profile
      - (1) Evaluation of roadway grades
    - ii) Initial meeting with client
  - b) Preliminary plans
    - i) Removal, grading, geometry & detail plans
    - ii) Paving plans
    - iii) Details for construction of improvements
  - c) Client review and approval
    - i) Meeting to discuss preliminary plans
- 3) Final Design
  - a) Final design plans
  - b) Final cost estimate
- 4) Bidding/Construction Administration

- a) Prepare specifications and prepare bid documents
  - b) Send out plans and specifications for contractor bids
  - c) Answer contractor questions and prepare addendums to bid as necessary
  - d) Receive bids and recommend award
  - e) One (1) site visit at substantial completion of work
- 5) Construction Inspection as Needed (Hourly) by Separate Agreement

**Timing and Scheduling**

Earles Engineering & Inspection, Inc. can initiate work on the project within four weeks of official notice-to-proceed.

**Fee Proposal**

Based on the scope of professional services described above in Items 1) through 4), the overall Lump Sum project cost will be:

• Surveying	\$	complete
• Preliminary Design	\$	35,500.00
• Final Design	\$	21,800.00
• <u>Bidding/Construction Administration</u>	<u>\$</u>	<u>4,500.00</u>
<b>TOTAL ENGINEERING FEE</b>	<b>\$</b>	<b>61,800.00</b>

The Client will be billed on a monthly basis, based on work completed to date.

**Printing**

Electronic copies of the preliminary drawings and associated documents will be provided for review purposes. Three sets of Final Drawings will be provided to the Client. Additional sets of documents will be supplied as necessary, at CLIENT’S expense.

Final materials to be delivered to the “CLIENT” at the conclusion of the project will include any maps, drawings, or other items assembled during the course of the project.

**Other Considerations**

This proposal may be extended through fee negotiation to include any additional services performed by the following reasons at any time in the future:

- 1) When directed by people from your organization to perform services either by verbal or by written instructions, which may or may not relate to the originally performed services, and for which no other specific contractual arrangements between our two organizations exist.
- 2) When subpoenaed by a litigant to make depositions or testify in any matter in which we have performed services for you. These services include preparation and research, travel, court appearances, and waiting at or in court at the request of any party to the proceedings or intended proceedings.

The right is reserved by the “CLIENT” to terminate this Agreement at any time, upon written notice, in the event that the project is abandoned or indefinitely postponed, or because the services of the firm are unsatisfactory or the firm fails to prosecute work with due diligence; provided, however, that in any such case the firm shall be paid the reasonable value of the services rendered up to the time of termination as mutually agreed.

The firm reserves the right to terminate this agreement by written notice for any specific assignment whenever we believe that we cannot effectively serve you, when we have a conflict of interest, or when we cannot, for other ethical reasons, act on your behalf.

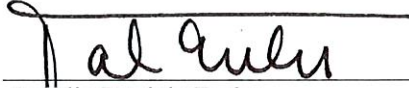
In recognition of the relative risks and benefits of the project to both the "CLIENT" and the "CONSULTANT", the "CLIENT" agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the "CONSULTANT" shall not exceed the "CONSULTANT'S" total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

If the terms herein are satisfactory to you, would you please so indicate with the appropriate signature in the space provided at the end of this letter. Please retain one copy for your files and return the other to us.

**EARLES ENGINEERING & INSPECTION, INC.**



Peter W. Earles, P.E.  
CEO



Aurelia Patricia Earles  
President

CITY OF PITTSBURG

APPROVED BY: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	3/10/2023			193013		
C-CHECK	VOID CHECK	V	3/17/2023			193061		
C-CHECK	VOID CHECK	V	3/17/2023			193062		
C-CHECK	VOID CHECK	V	3/17/2023			193078		
C-CHECK	VOID CHECK	V	3/17/2023			193079		
C-CHECK	VOID CHECK	V	3/17/2023			193080		
C-CHECK	VOID CHECK	V	3/17/2023			193081		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	7 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		7	0.00	0.00	0.00
BANK: *	TOTALS:	7	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6952	ADP INC	D	3/17/2023			000000		8,622.75
7290	DELTA DENTAL OF KANSAS INC	D	3/10/2023			000000		1,495.80
7290	DELTA DENTAL OF KANSAS INC	D	3/17/2023			000000		5,899.92
8526	HEALTH PLANS, INC	D	3/10/2023			000000		34,790.88
8526	HEALTH PLANS, INC	D	3/17/2023			000000		7,433.77
8711	AVFUEL CORPORATION (DRAFT)	D	3/14/2023			000000		79.40
0748	CONRAD FIRE EQUIPMENT	E	3/13/2023			018116		2,620.52
8560	SOUTHERN UNIFORM AND TACTICAL,	E	3/13/2023			018117		87.50
8712	ALLEN, GIBBS, & HOULIK, LLC	E	3/13/2023			018118		3,932.00
0046	ETTINGERS OFFICE SUPPLY	E	3/13/2023			018119		368.68
0055	JOHN'S SPORT CENTER, INC.	E	3/13/2023			018120		397.45
0087	FORMS ONE, LLC	E	3/13/2023			018121		987.87
0101	BUG-A-WAY INC	E	3/13/2023			018122		250.00
0105	PITTSBURG AUTOMOTIVE	E	3/13/2023			018123		1,377.49
0133	JIM RADELL CONSTRUCTION COMPAN	E	3/13/2023			018124		17,108.38
0203	GADES SALES CO INC	E	3/13/2023			018125		1,088.13
0207	PEPSI-COLA BOTTLING CO OF PITT	E	3/13/2023			018126		106.50
0276	JOE SMITH COMPANY, INC.	E	3/13/2023			018127		251.39
0294	COPY PRODUCTS, INC.	E	3/13/2023			018128		1,746.04
0317	KUNSHEK CHAT & COAL CO, INC.	E	3/13/2023			018129		3,106.83
0328	KANSAS ONE-CALL SYSTEM, INC	E	3/13/2023			018130		349.20
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	3/13/2023			018131		2,650.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0438	PAUL KEYS	E	3/13/2023			018132		1,225.00
0583	DICKINSON INDUSTRIES INC	E	3/13/2023			018133		598.00
0585	MOLLE MC AUTOMOTIVE INC	E	3/13/2023			018134		927.29
0746	CDL ELECTRIC COMPANY INC	E	3/13/2023			018135		4,396.80
1478	KANSASLAND TIRE #1828	E	3/13/2023			018136		685.20
1792	B&L WATERWORKS SUPPLY, LLC	E	3/13/2023			018137		889.20
2707	THE LAWNSCAPE COMPANY, INC.	E	3/13/2023			018138		537.50
2825	STATE OF KANSAS	E	3/13/2023			018139		947.91
2921	DATAPROSE LLC	E	3/13/2023			018140		5,542.13
5552	NATIONAL SIGN CO INC	E	3/13/2023			018141		3,934.20
5648	JASON WISKE	E	3/13/2023			018142		1,000.00
5957	PASTEUR PROPERTIES	E	3/13/2023			018143		387.00
6577	GREENSPRO INC	E	3/13/2023			018144		6,433.50
6875	DARON HALL	E	3/13/2023			018145		230.18
7038	SIGNET COFFEE ROASTERS	E	3/13/2023			018146		55.00
7100	FIRST UNITED METHODIST CHURCH	E	3/13/2023			018147		333.00
7239	JERRY MILLER	E	3/13/2023			018148		425.00
7629	EARLES ENGINEERING & INSPECTIO	E	3/13/2023			018149		14,900.00
7959	ALL ABOARD FOUNDATION	E	3/13/2023			018150		147.92
8005	REMINGTON SQUARE APARTMENTS OF	E	3/13/2023			018151		650.00
8046	CONVERGEONE, INC.	E	3/13/2023			018152		337.50
8130	CRAFCO INC	E	3/13/2023			018153		5,171.18

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8147	CHEM-AQUA, INC.	E	3/13/2023			018154		439.86
8200	PLUNKETT'S PEST CONTROL INC	E	3/13/2023			018155		456.25
8206	LINDE INC	E	3/13/2023			018156		4,089.06
8309	MISSISSIPPI LIME COMPANY	E	3/13/2023			018157		8,767.22
8326	KAYLYN HITE	E	3/13/2023			018158		1,000.00
8605	WOODRIVER ENERGY LLC	E	3/13/2023			018159		10,300.41
8649	UPLINK, LLC	E	3/13/2023			018160		143.44
8670	JOHNNY WEBB	E	3/13/2023			018161		2,250.00
0748	CONRAD FIRE EQUIPMENT	E	3/20/2023			018162		683.45
6528	GALE GROUP/CENGAGE	E	3/20/2023			018163		98.37
6740	ED M FELD EQUIPMENT COMPANY, I	E	3/20/2023			018164		131.80
7392	ASSURECO RISK MANAGEMENT & REG	E	3/20/2023			018165		350.00
8205	MRI SOFTWARE LLC	E	3/20/2023			018166		1,968.10
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	3/20/2023			018167		689.85
0046	ETTINGERS OFFICE SUPPLY	E	3/20/2023			018168		162.94
0054	JOPLIN SUPPLY COMPANY	E	3/20/2023			018169		16,036.45
0055	JOHN'S SPORT CENTER, INC.	E	3/20/2023			018170		1,167.00
0087	FORMS ONE, LLC	E	3/20/2023			018171		769.37
0105	PITTSBURG AUTOMOTIVE	E	3/20/2023			018172		1,007.83
0109	RANDY VILELA TRUCKING & HAULIN	E	3/20/2023			018173		6,400.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	3/20/2023			018174		150.00
0194	KANSAS STATE TREASURER	E	3/20/2023			018175		2,482.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0202	CLIFF HIX ENGINEERING INC	E	3/20/2023			018176		32.50
0292	UNIFIRST CORPORATION	E	3/20/2023			018177		78.81
0317	KUNSHEK CHAT & COAL CO, INC.	E	3/20/2023			018178		2,813.25
0335	CUSTOM AWARDS, LLC	E	3/20/2023			018179		394.68
0409	WISEMAN'S DISCOUNT TIRE INC	E	3/20/2023			018180		79.07
0577	KANSAS GAS SERVICE	E	3/20/2023			018181		2,113.98
0597	CORNEJO & SONS LLC	E	3/20/2023			018182		290.53
0659	PAYNES INC	E	3/20/2023			018183		323.03
0746	CDL ELECTRIC COMPANY INC	E	3/20/2023			018184		10,368.60
0753	COUNTY OF CRAWFORD	E	3/20/2023			018185		12,500.00
1141	THE G W VAN KEPPEL COMPANY	E	3/20/2023			018186		2,977.26
1478	KANSASLAND TIRE #1828	E	3/20/2023			018187		1,766.44
2767	BRENNTAG SOUTHWEST, INC	E	3/20/2023			018188		4,057.00
4307	HENRY KRAFT, INC.	E	3/20/2023			018189		420.56
4618	TRESA LYNNE MILLER	E	3/20/2023			018190		783.00
5049	CRH COFFEE INC	E	3/20/2023			018191		93.80
5482	JUSTIN HART	E	3/20/2023			018192		70.00
5706	S THOMPSON LLC	E	3/20/2023			018193		150.00
6402	BEAN'S TOWING & AUTO BODY	E	3/20/2023			018194		3,268.80
6558	VERMONT SYSTEMS INC	E	3/20/2023			018195		12,656.80
6851	SCHULTE SUPPLY INC	E	3/20/2023			018196		1,519.74
7127	UNIQUE MANAGEMENT SERVICES, IN	E	3/20/2023			018197		23.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7128	SWABY MFG	E	3/20/2023			018198		192.50
7240	JAY HATFIELD CERTIFIED USED CA	E	3/20/2023			018199		346.00
7407	LIMELIGHT MARKETING LLC	E	3/20/2023			018200		366.00
7629	EARLES ENGINEERING & INSPECTIO	E	3/20/2023			018201		63,462.44
7739	COMMUNITIES IN SCHOOLS OF MID	E	3/20/2023			018202		17,500.00
8132	MIKE CARPINO FORD PITTSBURG IN	E	3/20/2023			018203		66.02
8325	FLEET FUELS LLC	E	3/20/2023			018204		1,680.00
8337	BLACKSTONE AUDIO, INC.	E	3/20/2023			018205		116.48
8457	PENSKE COMMERCIAL VEHICLES US,	E	3/20/2023			018206		71.07
8649	UPLINK, LLC	E	3/20/2023			018207		21.00
8661	ACUITY SPECIALTY PRODUCTS, INC	E	3/20/2023			018208		174.94
0516	AMERICAN CONCRETE CO INC	R	3/10/2023			193001		5,071.50
8658	AMINO BROTHERS CO., INC	R	3/10/2023			193002		57,400.30
7099	AXON ENTERPRISE, INC	R	3/10/2023			193003		2,000.00
8278	GERSON BOCANEGRA	R	3/10/2023			193004		50.00
4263	COX COMMUNICATIONS KANSAS LLC	R	3/10/2023			193005		99.70
4263	COX COMMUNICATIONS KANSAS LLC	R	3/10/2023			193006		52.48
4263	COX COMMUNICATIONS KANSAS LLC	R	3/10/2023			193007		91.19
4263	COX COMMUNICATIONS KANSAS LLC	R	3/10/2023			193008		78.21
4263	COX COMMUNICATIONS KANSAS LLC	R	3/10/2023			193009		697.15
4263	COX COMMUNICATIONS KANSAS LLC	R	3/10/2023			193010		387.69
4263	COX COMMUNICATIONS KANSAS LLC	R	3/10/2023			193011		95.70

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	3/10/2023			193012		13,164.93
8713	CREATIVE AUDIO	R	3/10/2023			193014		1,023.34
0375	WICHITA WATER CONDITIONING	R	3/10/2023			193015		26.50
1108	EVERGY KANSAS CENTRAL INC	R	3/10/2023			193016		25,029.23
0118	FED EX	R	3/10/2023			193017		9.73
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	3/10/2023			193018		191.55
5941	K-STATE RESEARCH & EXTENSION	R	3/10/2023			193019		16.00
5673	KANSAS ASSOCIATION OF AIRPORTS	R	3/10/2023			193020		100.00
6102	KANSAS LAW ENFORCEMENT TRAININ	R	3/10/2023			193021		150.00
7190	LEXISNEXIS RISK DATA MANAGEMEN	R	3/10/2023			193022		381.92
8417	FRED LUNDIEN	R	3/10/2023			193023		200.00
7804	MARTIN PROFESSIONAL, LLC	R	3/10/2023			193024		571.50
8507	PITTSBURG PUBLISHING COMPANY,	R	3/10/2023			193025		229.75
0175	REGISTER OF DEEDS	R	3/10/2023			193026		21.00
0175	REGISTER OF DEEDS	R	3/10/2023			193027		21.00
5296	RFB CONSTRUCTION INC	R	3/10/2023			193028		19,707.81
6372	SATTERLEE MECHANICAL CONTRACTI	R	3/10/2023			193029		49,733.80
0188	SECRETARY OF STATE	R	3/10/2023			193030		549.00
6260	TRANE	R	3/10/2023			193031		1,468.25
5979	TT TECHNOLOGIES INC	R	3/10/2023			193032		452.43
1	TXTAG	R	3/10/2023			193033		4.15
8657	VERIZON CONNECT FLEET USA LLC	R	3/10/2023			193034		261.75

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5589	CELLCO PARTNERSHIP	R	3/10/2023			193035		369.74
0516	AMERICAN CONCRETE CO INC	R	3/17/2023			193054		5,620.00
8475	AMERICAN LAWN & LANDSCAPE, INC	R	3/17/2023			193055		120.00
7099	AXON ENTERPRISE, INC	R	3/17/2023			193056		2,750.00
5966	BERRY COMPANIES, INC.	R	3/17/2023			193057		174.64
8217	COMPASS GROUP USA, INC.	R	3/17/2023			193058		984.00
5759	COMMUNITY HEALTH CENTER OF SEK	R	3/17/2023			193059		12,710.00
7657	COPY PRODUCTS, INC.	R	3/17/2023			193060		1,373.00
8524	COUNTRY OUTLET, LLC	R	3/17/2023			193063		54.00
4263	COX COMMUNICATIONS KANSAS LLC	R	3/17/2023			193064		29.38
1	DAVIED, PAULINE	R	3/17/2023			193065		40.00
1108	EVERGY KANSAS CENTRAL INC	R	3/17/2023			193066		3,616.61
6358	FIREX, INC.	R	3/17/2023			193067		76.50
8378	GFL ENVIRONMENTAL SERVICES USA	R	3/17/2023			193068		898.12
8507	PITTSBURG PUBLISHING COMPANY,	R	3/17/2023			193069		60.00
7651	K & D'S LIQUORS, LLC	R	3/17/2023			193070		160.90
7203	PARKSON CORPORATION	R	3/17/2023			193071		1,944.87
3434	PITTSBURG SUNRISE ROTARY	R	3/17/2023			193072		506.25
0188	SECRETARY OF STATE	R	3/17/2023			193073		25.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	3/17/2023			193074		30.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	3/17/2023			193075		15.00
6730	DJB INVESTMENTS, LLC	R	3/17/2023			193076		695.00



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5589	CELLCO PARTNERSHIP	R	3/17/2023			193077		13,884.67
5533	GN-BANK	R	3/20/2023			193082		61,403.50
8061	HORSE CREEK CATTLE LLC	R	3/20/2023			193083		15,059.33

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	58	301,938.07	0.00	301,938.07
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	58,322.52	0.00	58,322.52
EFT:	93	286,502.99	0.00	286,502.99
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: 80144 TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	157	646,763.58	0.00	646,763.58
BANK: 80144 TOTALS:	157	646,763.58	0.00	646,763.58
REPORT TOTALS:	157	646,763.58	0.00	646,763.58

Passed and approved this 28<sup>th</sup> day of March, 2023.

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Ron Seglie, M.D., Mayor

ATTEST:

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Tammy Nagel, City Clerk

## **ECONOMIC DEVELOPMENT SERVICES AGREEMENT**

This Economic Development Services Agreement (“Agreement”) between the Pittsburg Area Chamber of Commerce, a Kansas not-for-profit corporation, ("Chamber") and the City of Pittsburg, Kansas, a Kansas municipal corporation, ("City") is effective April 1, 2023.

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

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

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

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

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

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

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

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

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

## **3. Compensation; Expenses**

### **3.1 Fees**

In full satisfaction for any and all services rendered by the Chamber for the City under this Agreement, as specified in Exhibit A, the City will pay the Chamber the total sum of Fifty-Five Thousand and no/100 (\$55,000) Dollars annually, payable in equal monthly installments on or before the 5th day of each month on account of the prior month.

### **3.2 Expenses**

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

### **3.3 Withholding; Benefits**

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

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

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

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

The term of this agreement shall begin on April 1, 2023, and terminate on March 31, 2024, unless terminated earlier in accordance with this Agreement. If the City and the Chamber wish to extend the term of this Agreement, then they may do so by a written extension signed by representatives of both parties, and the same may be extended from year to year thereafter through March 31 of each year by a similar written extension.

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

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

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

## 6. Confidential Information

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

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

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

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

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

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

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

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

(e) Each Party shall exercise the highest degree of care in safeguarding the other Party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality; provided, however, any issue that may be subject to the Kansas Open Records Act (K.S.A. 45-215 through 45-223) is addressed. Therefore, in the event City or Chamber believe that any writing or communication received pursuant to this Agreement is subject to said Act's disclosure requirement, then the Parties, with the advice of the City Attorney, will by mutual agreement, make any appropriate disclosures and/or take any other necessary action.

**7. Assignment and Successors**

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

**8. Governing Law**

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

**9. Notices**

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

(a) Notices to the City:

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

(b) Notices to the Chamber:

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

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

**10. Entire Agreement**

This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the



parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Pittsburg, Kansas this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF PITTSBURG, KANSAS:**

By: \_\_\_\_\_  
Mayor, Dr. Ron Seglie

**PITTSBURG AREA CHAMBER OF COMMERCE:**

By: \_\_\_\_\_  
Chairwoman of the Board, Dr. Katie Painter

# Exhibit A

## SCOPE OF WORK

### Business Retention and Expansion

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

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

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

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

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

- a. Implement a formal Business Retention & Expansion (BRE) program. BRE program will consist of arranging on-site meetings with local employers each month. Meetings will take place across the range of sectors, with a primary focus on the manufacturing sector. Information reported will include:

- i. How is the business doing?
- ii. Future plans, concerns, opportunities, requests?
- iii. Local issues affecting your business?

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

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

**C. Expansion of Businesses**

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

**D. Workforce Development**

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

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

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

## BUSINESS DEVELOPMENT AND INNOVATION SERVICES AGREEMENT

This Business Development and Innovation Services Agreement ("Agreement") between the Pittsburg State University ("PSU"), and the City of Pittsburg, Kansas, a Kansas municipal corporation ("City"), is effective April 1<sup>st</sup> 2023.

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

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

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

- 1) ENTERPRISE PSU: The small business development and financial marketplace arm of USI. This office consists of work done by the Kansas Small Business Development Center, and Kansas Manufacturing Solutions. Enterprise PSU also offers consulting and research assistance to small businesses as well as assistance in development of financial loan packages.
- 2) TYLER RESEARCH CENTER/NATIONAL INSTITUTE FOR MATERIAL ADVANCEMENT: PSU's institutional hub for technology transfer and commercialization services, as well as the Kansas Polymer Research Center specializing in bio-based poly-oil research.
- 3) GOVERNMENT AND COMMUNITY RELATIONS: Local, state and federal advocacy for PSU as well as the City of Pittsburg regarding economic development.

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

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

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

### 1. Retention and Description of Services

- a. As of the effective date of this Agreement, the City agrees to retain the services of PSU, and PSU agrees to perform and complete the services related to creating and attracting industries and businesses to the City, and to promoting and assisting in the growth and expansion of existing businesses and industries, as generally described in the Scope of Work, attached as Exhibit A and incorporated herein by reference. The Scope of Work shall include services relating to the attraction and recruitment of businesses and industries of all types to locate and/or grow within the geographic boundaries of the

City, as well as promoting and developing ongoing and substantial contacts with existing businesses located within the City.

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

## 2. PSU as Independent Contractor

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

## 3. Compensation; Expenses

### 3.1 Fees

In full satisfaction for any and all services rendered by PSU for the City under this Agreement, as specified in Exhibit A, the City will pay PSU the total sum of Fifty Five Thousand and no/ 100 (\$55,000.00) Dollars annually, payable in equal quarterly installments beginning on April 1st, 2023.

### 3.2 Expenses

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

### 3.3 Withholding; Benefits

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

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

##### 4.1 Term; Extension

The term of this agreement shall begin on April 1st, 2023, and terminate on March 31st, 2024, unless terminated earlier in accordance with this Agreement. If the City and PSU wish to extend the term of this Agreement, then they may do so by a written extension signed by representatives of both parties, and the same may be extended from year to year thereafter by a written extension.

##### 4.2 Termination

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

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

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

#### 5. Confidential Information

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

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

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

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

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

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

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

(c) PSU expressly agrees and acknowledges that its obligations pursuant to this Section 5 shall continue, notwithstanding the expiration of this Agreement, the completion of the services, and/or any termination of this Agreement by either the City or PSU, so long as PSU, or any agent, employee, independent contractor, or advisor of PSU, has any knowledge, possession, or control of, or access to, any Confidential Information. Upon the completion of the services, or any other termination or expiration of this Agreement, for any reason, PSU shall, if required to do so by the



City, promptly return to the City (without retaining copies, in any medium) any and all Confidential Information in the possession or control of PSU.

## 6. Assignment and Successors

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

## 7. Governing Law

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

## 8. Notices

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

(a) Notices to the City:

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

(b) Notices to PSU:

President  
Pittsburg State University  
1701 S. Broadway  
Pittsburg, KS 66762

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

## 9. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement at Pittsburg, Kansas this \_\_\_\_\_ day of \_\_\_\_\_, 2023

CITY OF PITTSBURG, KANSAS:

By:

PITTSBURG STATE UNIVERSITY:

By:

## EXHIBIT A SCOPE OF WORK

### I. Core Responsibilities

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

### II. Business Attraction

- a. Attract businesses to locate within city industrial parks.
  - i. Target specific industries to complement cluster industries.
  - ii. Leverage plentiful of city resources, i.e. water, power, logistics.
- b. Work with JCUAB and Imagine Pittsburg to identify target industry taskforces with goal of cluster development.
- c. Participate in economic development and site selection conferences/trade shows.
  - i. Build networks within specific target industries and niches at conferences and trade shows.
- d. Pittsburg government relations advocacy at state and federal level for business attraction.

### III. Small Business Support

- a. Survey businesses to understand local skills gaps, small business needs, opportunities and challenges.
- b. Explore online platforms for skills-based training and promote to employers.
- c. Continued small business consulting and programming.

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

- a. Support startups, new launches, and business expansions.
- b. Promote, develop, and support entrepreneur funding streams.
  - i. Increase SEK Prosperity Foundation Loans.
  - ii. Aid businesses in bank loan preparation.
  - iii. Creation of Community Investment/Opportunity Zone Organization.
- c. Retain student talent and attract alumni to start and/or relocate their business to Pittsburg.
- d. Specialized innovation/business planning for Pittsburg State University, area K-12 students, and community members.
- e. Development of technology transfer program at Pittsburg State University
  - i. Investigate best practices for expanding commercialization activity.
  - ii. Help build incentives and opportunities to occupy and expand research park.



DEPARTMENT OF PUBLIC WORKS & UTILITIES  
1506 North Walnut · Pittsburg KS 66762

(620) 240-5126  
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## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

**FROM:** MATT BACON  
Director of Public Works & Utilities

**DATE:** March 22<sup>nd</sup> 2023

**SUBJECT:** Agenda Item – March 28<sup>th</sup> 2023  
Core & Main AMI Agreement

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City Staff is requesting the purchase of hardware, software, and hosting services for Advanced Metering Infrastructure (AMI) from Core & Main. Proposal includes necessary set up, and training. If approved authorize Mayor to sign agreements with Sensus for FCC license and Sensus Analytics. This request is for fees in the amount of \$160,321.25 for Year 1 Implementation only. Request funded through Utilities Operating Budget.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, March 28th, 2023? Action being requested is to approve or disapprove staff's request and, if approved, authorize the Mayor to sign the agreement on behalf of the City.

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

Attachment: Core and Main Sensus FlexNet AMI Proposal



3/14/2023

11510 Strang Line Rd  
 Olathe, KS. 66062  
 T: 913-469.5820  
 F: 913-469-5825

**City of Pittsburg**  
**201 W. 4th St.**  
**Pittsburg, KS. 66762**

**RE: Sensus FlexNet AMI System Proposal**

<u>Quantity</u>	<u>Item</u>	<u>Unit</u>	<u>Extended</u>
<u>Hardware, Software and Hosting Services Fees - 5 Year Program</u>			
<u>Year 1</u>			
2	M400B2 Base Station w/SPM-900	\$ 31,500.00	\$ 63,000.00
2	Installation Fee	\$ 20,000.00	\$ 40,000.00
1	Project Management	\$ 12,000.00	\$ 12,000.00
1	RNI SaaS Setup Fee	\$ 7,950.00	\$ 7,950.00
1	Sensus Analytics Enhanced Setup Fee	\$ 5,000.00	\$ 5,000.00
1	AMI FlexNet Core Training	\$ 6,500.00	\$ 6,500.00
1	Sensus Analytics Training	\$ 5,000.00	\$ 5,000.00
1	SA Integration To Billing Software Fee	\$ 5,000.00	\$ 5,000.00
1	Annual RNI SaaS Fee - Year 1	\$ 8,240.00	\$ 8,240.00
1	Ann Sensus Analytics Fee - Water - Year 1	\$ 7,031.25	\$ 7,031.25
1	SA Text Messaging - Year 1	\$ 600.00	\$ 600.00
	Year 1 Total:		\$ 160,321.25
<u>Year 2</u>			
1	Annual RNI SaaS Fee - Year 2	\$ 13,112.50	\$ 13,112.50
1	Ann Sensus Analytics Fee - Water - Year 2	\$ 10,798.75	\$ 10,798.75
1	SA Text Messaging - Year 2	\$ 927.50	\$ 927.50
2	M400 Base Station Protection Plan	\$ 1,900.00	\$ 3,800.00
	Year 2 Total:		\$ 28,638.75
<u>Year 3</u>			
1	Annual RNI SaaS Fee - Year 3	\$ 17,320.00	\$ 17,320.00
1	Ann Sensus Analytics Fee - Water - Year 3	\$ 13,980.00	\$ 13,980.00
1	SA Text Messaging - Year 3	\$ 1,360.00	\$ 1,360.00
2	Extended Warranty - M400B2	\$ 1,960.00	\$ 3,920.00
	Year 3 Total:		\$ 36,580.00
<u>Year 4</u>			
1	Annual RNI SaaS Fee - Year 4	\$ 17,835.00	\$ 17,835.00
1	Ann Sensus Analytics Fee - Water - Year 4	\$ 14,400.00	\$ 14,400.00
1	SA Text Messaging - Year 4	\$ 1,400.00	\$ 1,400.00
2	Extended Warranty - M400B2	\$ 2,018.00	\$ 4,036.00
	Year 4 Total:		\$ 37,671.00

Year 5

1	Annual RNI SaaS Fee - Year 5	\$ 18,375.00	\$ 17,240.00
1	Ann Sensus Analytics Fee - Water - Year 5	\$ 14,830.00	\$ 14,830.00
1	SA Text Messaging - Year 5	\$ 1,443.00	\$ 1,443.00
2	Extended Warranty - M400B2	\$ 2,078.00	\$ 4,156.00
	Year 5 Total:		\$ 37,669.00
		System Total:	\$ 300,880.00

Options:

Customer Portal

1	Customer Portal Set Up Fee	\$ 6,250.00
1	Customer Portal/CIS Integration Fee	\$ 12,500.00
1	Customer Portal Training	\$ 2,250.00
1	Customer Portal Fee(up to 1,500) Year 1	\$ 6,700.00
1	Portal Text Messaging Year 1	\$ 210.00
	Year 1 Total:	\$ 27,910.00
1	Customer Portal Fee(up to 1,500) Year 2	\$ 6,900.00
1	Portal Text Messaging Year 2	\$ 220.00
1	Customer Portal Fee(up to 1,500) Year 3	\$ 7,107.00
1	Portal Text Messaging Year 3	\$ 235.00
1	Customer Portal Fee(up to 1,500) Year 4	\$ 7,320.00
1	Portal Text Messaging Year 4	\$ 255.00
1	Customer Portal Fee(up to 1,500) Year 5	\$ 7,541.00
1	Portal Text Messaging Year 5	\$ 280.00

Notes:

- \* #520M Smart Point are designed to go through the meter well lid
- \* City is responsible for any fees incurred to upgrade their Billing Software
- \* SaaS RNI and Sensus Analytics Software Fees:  
The percentage change, for the relevant period from year one through five will be the standard 3%. The percentage change, for the relevant period from year six through twenty will be based on the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "All Items Less Food and Energy" for the U.S. City Average for All Items, 1982-84=100 not seasonally adjusted, or substantially succeeding index and not to exceed 3%.
- \* If base station towers require a magnetic mount, additional \$5,000 fee will be incurred per tower.

Prepared by:

Tom Hillebrand

AMR/AMI Product Specialist KS/MO

Mobile: 816-634-8676

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