

City of Pittsburg, Kansas  
Commission Meeting Agenda  
Tuesday, November 26, 2024  
5:30 p.m.

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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, November 26, 2024**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

- a. Flag Salute Led by the Mayor
- b. Proclamation – Small Business Saturday
- c. Public Input

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

- a. Approval of the November 12, 2024, City Commission Meeting minutes.
- b. Approval of a Collateral Assignment of Development Agreement between Pittsburg Partners, LLC, a Kansas limited liability company, Pittsburg Investors, LLC, a Kansas limited liability company, Pittsburg Northridge LLC, a Kansas limited liability company, and Pittsburg Development Associates, LLC, a Kansas limited liability company (collectively, the “Borrower”) and Lead Bank (the “Lender”), and authorize the Mayor to sign the Estoppel, Notice and Acknowledgment of Collateral Assignment of Development Agreement on behalf of the City.
- c. Approval of the applications submitted by the City of Pittsburg (Four Oaks Golf Course and Lincoln Park), Aldi, Inc. dba Aldi #89 (3109 North Broadway), Walmart Inc. dba Walmart #72 (2710 North Broadway), Walmart Inc. dba Walmart #5791 (1011 East Centennial), Walmart Inc. dba Walmart #5791 fuel station (1015 East Centennial), Casey’s Retail Company dba Casey’s #3924 (2520 South Broadway), Casey’s Retail Company dba Casey’s #2961 (612 South Broadway), and Casey’s Retail Company dba Casey’s #2893 (2912 North Broadway), to sell Cereal Malt Beverages for the year 2025 and direct the City Clerk to issue the licenses.
- d. Approval of Resolution No. 1288, adopting a Safe Streets For All Plan for the City of Pittsburg, Kansas, and authorize the Mayor to sign the Resolution on behalf of the City.
- e. Approval of Ordinance No. G-1368, amending Section 82, Article II of the Pittsburg City Code adding Division 6 – Property and Sanitation Rates and Charges, Section 82-150 Monthly Rates and Charges and Section 82-151 Bulky Item Pickup Rates and fixing rates and minimum charges for solid waste service, and authorize the Mayor to sign the Ordinance on behalf of the City.
- f. Approval of Ordinance No. G-1369, amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service, and authorize the Mayor to sign the Ordinance on behalf of the City.

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- g. Approval of Ordinance No. G-1370, amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service, and authorize the Mayor to sign the Ordinance on behalf of the City.
- h. Approval of Resolution No. 1290, amending Resolution No. 1272 establishing Equivalent Residential Unit (ERU) rates and undeveloped property rates; and providing an effective date of January 1, 2025, and authorize the Mayor to sign the Resolution on behalf of the City.
- i. Approval of staff recommendation to accept an Emergency Solutions Grant (ESG) from the Kansas Housing Resources Corporation (KHRC) in the amount of \$97,363.00 to help prevent individuals/families from possibly becoming homeless or assist those who are homeless, for the grant period of July 1, 2024 through September 30, 2025, and authorize the Mayor to sign the appropriate documents on behalf of the City.
- j. Approval of staff recommendation to accept a grant in the amount of \$50,000 from the Kansas Housing Resources Corporation (KHRC) to administer the Tenant Based Rental Assistance (TBRA) program to provide security deposits for low-income households and authorize the Mayor to sign the appropriate documents on behalf of the City.
- k. Approval of the Appropriation Ordinance for the period ending November 26, 2024, subject to the release of HUD expenditures when funds are received.

**PUBLIC HEARING:**

- a. MUTH PROPERTIES, LLC - INDUSTRIAL REVENUE BONDS - The City has given notice of a Public Hearing to be held on Tuesday, November 26, 2024, at 5:30 p.m., or as soon thereafter as may be heard, in the Court Room of the Pittsburg Law Enforcement Center, 201 N. Pine Street, Pittsburg, Kansas 66762, in regard to the issuance by the Issuer of its Industrial Revenue Bonds (Heritage Tractor Project), in one or more series, in a principal amount not to exceed \$7,500,000 (the "Bonds") and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. **Following Public Hearing, take that action deemed appropriate.**

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**CONSIDER THE FOLLOWING:**

- a. RESOLUTION NO. 1289 - Consider adoption of Resolution No. 1289, amending Resolution No. 1269 determining the advisability of issuing Industrial Revenue Bonds for the purpose of financing the acquisition, construction and equipping of a commercial facility to be located in the City; and authorizing execution of related documents. **Approve or disapprove Resolution No. 1289 and, if approved, authorize the Mayor to sign the Resolution on behalf of the City.**
  
- b. ORDINANCE NO. S-1104 – Consider approval of Ordinance No. S-1104, authorizing the City of Pittsburg, Kansas, to issue its Taxable Industrial Revenue Bonds, Series 2024 (Heritage Tractor Project) for the purpose of the acquisition, construction and equipping of a commercial facility; and authorizing other related documents and actions. **Approve or disapprove Ordinance No. S-1104 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**
  
- c. HOME RULE ORDINANCE 6 – Consider approval of Ordinance HR-6, a Home Rule Ordinance of the City of Pittsburg, Kansas, authorizing the issuance of General Obligation Bonds of the City to finance the construction of a building to be leased for economic development purposes in the City. **Approve or disapprove Ordinance HR-6 and, if approved, authorize the Mayor to sign the Ordinance on behalf of the City.**
  
- d. GENERAL WARRANTY DEED – Consider approval of a General Warranty Deed transferring property located in the Pittsburg Research and Development Park to the Kansas Board of Regents for the construction of the K.B.I. facility. **Approve or disapprove the General Warranty Deed and, if approved, authorize the Mayor to sign the document on behalf of the City.**
  
- e. SISTER CITY AGREEMENT – Consider approval of an Agreement for the Establishment of a Sister City Relationship between the City of Pittsburg and the City of Sutri, Italy. **Approve or disapprove the Agreement and, if approved, authorize the Mayor to sign the Agreement on behalf of the City.**
  
- f. DISPOSITION OF BIDS – FOUR OAKS IRRIGATION PROJECT - Consider staff recommendation to award the bid for the Four Oaks Irrigation Refurbishing and Remodeling Upgrade Project to Nate’s Lawn and Landscape, Inc., of Pittsburg, Kansas, in the amount of \$243,150.00. **Approve or disapprove staff recommendation and, if approved, authorize the Mayor to sign the necessary documents on behalf of the City.**

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**NON-AGENDA REPORTS & REQUESTS:**

**PITTSBURG POSITIVE:**

**ADJOURNMENT**

*Office of the Mayor*

CITY OF PITTSBURG, KANSAS

*Proclamation*

**Whereas:** The City of Pittsburg, Kansas celebrates our local small businesses and the contributions they make to our local economy and community; and

**Whereas:** According to the United States Small Business Administration, there are 34.7 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 61.1% of net new jobs created since 1995, and small businesses employ 45.9% of the employees in the private sector in the United States; and

**Whereas:** 68 cents of every dollar spent at a small business in the U.S. stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

**Whereas:** 59% of U.S. consumers aware of Small Business Saturday shopped or ate at a small, independently owned retailer or restaurant on Small Business Saturday 2023; and

**Whereas:** Pittsburg, Kansas supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

**Whereas:** Advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

**Whereas:** The City of Pittsburg, Pittsburg Arts Council, Pittsburg Area Chamber of Commerce, the Downtown Advisory Board, and small businesses in Pittsburg encourage you to shop small and participate in Small Business Saturday on November 30.

**Now, Therefore,** I, Stu Hite, Mayor of Pittsburg, Kansas, do hereby proclaim, November 30, 2024, as

**SMALL BUSINESS SATURDAY**

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday – celebrating its 15th year in 2024 – and Shop Small throughout the year.

Dated this 26<sup>th</sup> day of November, 2024.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
November 12, 2024

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A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, November 12<sup>th</sup>, 2024, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Stu Hite presiding and the following members present: Cheryl Brooks, Dawn McNay, and Chuck Munsell. Commissioner Ron Seglie was absent.

Mayor Hite led the flag salute.

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

APPROVAL OF MINUTES – On motion of Brooks, seconded by Munsell, the Governing Body approved the October 22, 2024, City Commission Meeting minutes as presented. Motion carried. Absent: Seglie.

RIGHT OF FIRST REFUSAL ASSIGNMENT – On motion of Brooks, seconded by Munsell, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to assign the Right of First Refusal for the 15 acres north of APEX Stages in the City's Airport Industrial Park from Osofino, LLC, to Wildcat Data Infrastructure I, LLC, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried. Absent: Seglie.

2024 AUDIT – On motion of Brooks, seconded by Munsell, the Governing Body approved staff recommendation to engage BT&Co, P.A. for the fiscal year 2024 City audit at a cost of \$53,000, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried. Absent: Seglie.

APPROPRIATION ORDINANCE – On motion of Brooks, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending November 12, 2024, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Hite, McNay, and Munsell. Absent: Seglie.

PUBLIC HEARING - THE BESSE, LLC - INDUSTRIAL REVENUE BONDS – A Public Hearing was held to consider adopting a Resolution of Intent, as an inducement resolution or letter of intent, for the issuance by the City of one or more series of its Industrial Revenue Bonds (the "Bonds") in a principal amount not to exceed \$25,000,000. No comments were received during the Public Hearing. Absent: Seglie.

RESOLUTION NO. 1287 – On motion of McNay, seconded by Brooks, the Governing Body approved Resolution No. 1287, indicating the intent of the Governing Body of The City of Pittsburg, Kansas, to issue its Industrial Revenue Bonds in the aggregate amount not to exceed \$25,000,000 to finance the costs of acquiring, constructing, and equipping a mixed-use commercial, educational, and residential project for the benefit of The Besse, LLC, or its successors and assigns, and authorized the Mayor to sign the Resolution on behalf of the City. Motion carried. Absent: Seglie.

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PRG PROFESSIONAL, LLC - On motion of Munsell, seconded by Brooks, the Governing Body approved the recommendation of the Economic Development Advisory Committee (EDAC) to reimburse PRG Professional, LLC an amount equal to 10% of the total project value to build a 15,000 square foot expansion to their building at 2801 North Rouse, with the City's investment not to exceed \$77,712.90, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried. Absent: Seglie.

SHORT FORM PLAT – COMMUNITY HEALTH CENTER OF SOUTHEAST KANSAS (CHCSEK) – 201 SOUTH ROUSE – On motion of Munsell, seconded by Brooks, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to accept the Short Form Plat submitted by the Community Health Center of Southeast Kansas (CHCSEK), for the Sheridan Addition to allow a hospice facility to be established at 201 South Rouse, and authorized the Mayor to sign the Short Form Plat on behalf of the City. Motion carried with McNay abstaining. Absent: Seglie.

CONDITIONAL USE PERMIT – COMMUNITY HEALTH CENTER OF SOUTHEAST KANSAS (CHCSEK) – 201 SOUTH ROUSE – On motion of Brooks, seconded by Munsell, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant a Conditional Use Permit request submitted by THE Community Health Center of Southeast Kansas (CHCSEK) to allow a hospice facility to be established at 201 South Rouse, and authorized the Mayor to sign the Short Form Plat on behalf of the City. Motion carried with McNay abstaining. Absent: Seglie.

AIRPORT APRON IMPROVEMENTS COST SHARING AGREEMENT – On motion of McNay, seconded by Brooks, the Governing Body entered into a cost sharing agreement with Watco and Millers to improve the taxiway apron area supporting hangars at Atkinson Airport with the City's share at \$76,666.67, and authorized the Mayor to sign the necessary documents on behalf of the City. Motion carried. Absent: Seglie.

AMENDMENT NO. 2 – AGREEMENT FOR CONSULTING SERVICES – OLSSON, INC. – On motion of McNay, seconded by Brooks, the Governing Body approved Amendment No. 2 to the Agreement for Consulting Services between the City of Pittsburg and Olsson, Inc., to provide additional working days of construction observation in regard to the Atkinson Municipal Airport Apron Reconstruction and Expansion Project, and authorized the Mayor to sign the Amendment on behalf of the City. Motion carried. Absent: Seglie.

#### NON-AGENDA REPORTS & REQUESTS -

WASTEWATER TREATMENT PLANT CONSTRUCTION – City Engineer Pete Earles announced that the State has approved the plans for the Wastewater Treatment Plant Construction Project. Mr. Earles stated that bids for the project will be due at the end of January, 2025.

PITTSBURG POSITIVE – Mayor Hite recognized Denise Fitzpatrick for her positive impact on the community.



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EXECUTIVE SESSION - On motion of Munsell, seconded by McNay, the Governing Body recessed into Executive Session for twenty minutes to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trusts and individual proprietorships pursuant to K.S.A. 75-4319(b)(4), to discuss Project Echo, with the meeting to resume in the City Commission Room in twenty minutes. Motion carried. Absent: Seglie.

The Governing Body recessed into Executive Session at 5:54 p.m.

Commissioner Seglie entered the meeting at 6:03 p.m.

The Governing Body reconvened into Regular Session at 6:14 p.m. Commissioners Brooks and Munsell were absent.

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

EXECUTIVE SESSION - On motion of Seglie, seconded by McNay, the Governing Body recessed into Executive Session for twenty minutes to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1), to discuss the City Manager's 2024 evaluation and 2025 Goals, with the meeting to resume in the City Commission Room in twenty minutes. Motion carried. Absent: Brooks and Munsell.

The Governing Body recessed into Executive Session at 6:16 p.m.

The Governing Body reconvened into Regular Session at 6:36 p.m. Commissioners McNay and Seglie were absent.

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

EXECUTIVE SESSION - On motion of Munsell, seconded by Brooks, the Governing Body recessed into Executive Session for fifteen minutes to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1), to discuss the City Manager's 2024 evaluation and 2025 Goals, with the meeting to resume in the City Commission Room in fifteen minutes. Motion carried. Absent: McNay and Seglie.

The Governing Body recessed into Executive Session at 6:36 p.m.

The Governing Body reconvened into Regular Session at 6:52 p.m.

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

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
November 12, 2024

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ADJOURNMENT - On motion of Seglie, seconded by McNay, the Governing Body adjourned the meeting at 6:52 p.m. Motion carried.

\_\_\_\_\_  
Stu Hite, Mayor

ATTEST:

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

## COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

**THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT** (the “**Agreement**”), dated the 23rd day of October, 2024, is made and entered into between **PITTSBURG PARTNERS, LLC**, a Kansas limited liability company, **PITTSBURG INVESTORS, LLC**, a Kansas limited liability company, **PITTSBURG NORTHRIDGE, LLC**, a Kansas limited liability company, and **PITTSBURG DEVELOPMENT ASSOCIATES, LLC**, a Kansas limited liability company (collectively, the “**Borrower**”), and **LEAD BANK** (the “**Lender**”).

### RECITALS

The following recitals of fact are a material part of this Agreement:

- A. Borrower will be indebted to Lender under the terms of (i) a Credit Agreement (as hereafter modified, amended or restated, the “**Credit Agreement**”); (ii) a certain Term Loan Promissory Note in the original principal amount of \$2,000,000.00, plus interest, charges and allowances (the “**Loan**”) (as hereafter modified, amended or restated, the “**Term Loan Note**”) (the Term Loan Note, the Credit Agreement and all other documents and instruments now or at any time hereafter evidencing and/or securing all present and future indebtedness of Borrower to Lender related to the Project (hereinafter defined), each as originally written and/or at any time amended, modified, renewed or substituted are hereinafter collectively referred to as the “**Loan Documents**”).
- B. Borrower and the City of Pittsburg, Kansas (the “**City**”) have entered into that certain Development Agreement dated November 22, 2022 (as may be amended from time to time, referred to as the “**Development Agreement**”) to implement construction of certain improvements (the “**Project**”) described in the Development Agreement. The Development Agreement sets forth, among other things, the terms and conditions of the Borrower’s right to receive payments for reimbursement of eligible Project Costs (as defined in the Development Agreement) incurred in connection with the implementation of the Project and certified by the City.
- C. Lender has required as a condition of the Loan that Borrower assign to Lender (and grant to Lender a security interest in) all of Borrower’s right, title and interest in and to certain payments which may become payable to Borrower under the Development Agreement and to which Borrower, as Developer, is entitled to receive under the Development Agreement, including, without limitation, CID Revenues (as defined in the Development Agreement) (the “**Proceeds**”) subject to the terms and conditions of the Development Agreement.
- D. Specifically, Lender has required that Borrower; (i) grant Lender the right to receive such Proceeds that Borrower is entitled to receive under the Development Agreement, in an amount up to and including the principal, interest and costs described in the Loan Documents (collectively, the “**Obligations**”) following an Event of Default (as defined in the Credit Agreement); (ii) execute and deliver a copy of this fully executed Agreement to the City; (iii) take such steps as may be reasonably necessary to evidence and perfect the assignment of (and security interest in) such Proceeds to Lender in applicable public records; and (iv) direct the City



to forward all Proceeds to Lender, pursuant to the terms hereof, for application to the Obligations.

## AGREEMENT

1. Assignment. Borrower hereby unconditionally and absolutely: (a) grants, sells, assigns, transfers, conveys and sets over and delivers unto Lender (and grants Lender a security interest in) Borrower's right, title and interest in and to the Development Agreement, the Proceeds and all or any portion thereof and all accounts, contract rights, general intangibles and/or proceeds arising from the Development Agreement, such Proceeds or any portion thereof that Borrower is entitled to receive under the Development Agreement in a total amount equaling the Obligations; (b) grants to Lender the right to receive such Proceeds and all profits and income related thereto in order to apply such amounts to the payment of the Obligations following an Event of Default (as defined in the Credit Agreement); and (c) agrees that following an Event of Default (as defined in the Credit Agreement) all of the Proceeds shall be paid to Lender by the City. Borrower represents and warrants to Lender that it has the right to assign its rights under the Development Agreement to Lender without the consent of the City.

2. Direction to City; Notice to City by Borrower.

(a) Following an Event of Default (as defined in the Credit Agreement), Lender, at its option, may deliver a notice to the City substantially in the form attached hereto as Exhibit B, directing the City to make all payments of Proceeds Borrower would otherwise be entitled to receive under the Development Agreement directly to Lender in the event the City is directed to by Lender ("**Payment Direction Notice**").

(b) If Lender provides written notice to the City directing the City to make all payments of the Proceeds to Lender, Borrower hereby authorizes and directs the City to pay all Proceeds that Borrower is entitled to receive under the Development Agreement, up to a total amount of the Obligations, directly to Lender, 9019 State Route 7, Lee's Summit, Missouri 64064, for application to the Obligations. Such direct payment by the City to the Lender for application to the Obligations is the intent of this Agreement and such direct payment of the Proceeds due from time to time shall discharge the City's obligations under the Development Agreement to the extent such payments are made, and the City shall have no further liability to Borrower for the amount of such sums so paid directly to Lender for application to the Obligations. Borrower hereby irrevocably appoints Lender its attorney-in-fact, which appointment shall be deemed to be coupled with an interest, to make demand upon the City for collection of Proceeds due under the Development Agreement from time to time, up to the amount of the Obligations.

(c) Upon execution of this Agreement, Borrower shall promptly, and in no event later than 30 days thereafter, deliver a copy of this Agreement to the City together with written instructions (in a form reasonably approved by Lender) advising the City that following an Event of Default (as defined in the Credit Agreement) and receipt of written notice by the City of said Event of Default from Lender, payments of the Proceeds pursuant to the Development Agreement shall be made directly to the Lender for application to the Obligations, and payments of the Proceeds shall continue to Lender



until receipt by the City of written notice from Lender advising the City to discontinue making payment of the Proceeds to Lender and resume making payments of the Proceeds to the Borrower. Borrower shall secure the City's acknowledgment and agreement of the assignment (and security interest) granted pursuant to the terms of this Agreement, in the form attached as Exhibit A and Borrower shall provide said duly executed Estoppel, Notice and Acknowledgment of Assignment of Development Agreement to Lender within thirty (30) days of the Closing Date (as defined in the Credit Agreement).

(d) Upon payment in full of Borrower's Obligations to Lender, this Agreement shall terminate, and Lender shall notify the City of such payment in full. Upon such payment in full, the Proceeds shall be deemed to be reassigned to Borrower, and the City shall pay all future Proceeds Borrower is entitled to receive under the Development Agreement as Borrower may thereafter direct in writing.

3. Power of Attorney. Borrower hereby irrevocably designates, makes, constitutes and appoints Lender (and all persons and entities designated by Lender), as Borrower's attorney-in-fact, which appointment is deemed to be coupled with an interest subject to the provisions stated herein, with power, without notice to Borrower and at such time or times thereafter as Lender in its sole and absolute discretion may determine, in Borrower's or Lender's name:

(a) to process all money, checks, and other negotiable instruments received from the City that relate to the Proceeds or other income resulting from Borrower's ownership and/or interest in such Proceeds or any portion thereof and crediting the same in accordance with the procedures established from time to time by Lender and Borrower;

(b) to take control, in any manner, of any of the money described above;

(c) to do all other acts and things deemed necessary by Lender in its sole and absolute discretion to fulfill Borrower's obligations under this Agreement, including without limitation, giving notice to the City, and requesting an acknowledgment of the City, in accordance with and pursuant to the provisions of Section 2 above; and

(d) upon the occurrence of an Event of Default as defined in the Credit Agreement, to make, execute, complete and deliver to the City all reimbursement requests and such other documents as Lender shall consider necessary or appropriate to obtain reimbursement from the Proceeds pursuant to the Development Agreement; to comply with all obligations of Borrower under the Development Agreement as Lender shall consider necessary or appropriate and generally do, execute and perform any other act, matter, or thing whatsoever that in the opinion of Lender ought to be done, executed or performed in connection with the reimbursement requests from the City pursuant to the Development Agreement.

4. Disbursement Arrangements. All funds received by Lender from the City pursuant to this Agreement shall be for application to the Obligations and thereafter applied against the Obligations under the terms of the Loan Documents.



5. Delivery of Documentation. Borrower shall promptly provide Lender with such information as Lender may reasonably request from time to time in order for Lender to verify the proper application of the Proceeds in accordance with the terms and provisions of this Agreement.

6. Obligations Secured. The Proceeds and all interest and other income therefrom or any portion thereof, and the account balance generated from time to time by deposit thereof, shall provide security for any and all of Borrower's Obligations to Lender.

7. Further Documents, Etc. Borrower shall execute any and all further documents and instruments at any time reasonably required by Lender to provide record notice of this Agreement to create, perfect and/or modify the assignment or the liens and security interests granted to Lender under this Agreement in accordance with this Agreement and/or to give effect to the terms and provisions under this Agreement and all Loan Documents. Upon the payment in full of the Obligations and the termination of this Agreement, Lender shall promptly execute any and all documents and instruments reasonably required by Borrower to provide record notice of the termination and release of this Agreement.

8. Limitation on City and Lender Obligations. Any other term or provision in this Agreement or in any Loan Document or elsewhere to the contrary notwithstanding, the parties hereto acknowledge:

(a) Any and all obligations (including without limitation, fees, claims, demands, payments, damages, liabilities, penalties and/or assessments) of or imposed upon the City or its members, officers, agents, employees, representatives, advisors or assigns by the Lender, whether under this Agreement or any other Loan Document or elsewhere and whether arising out of or based upon a claim or claims of tort, contract, misrepresentation, or any other additional legal theory or theories whatsoever (collectively, the "**City Obligations**"), shall in all events be absolutely limited obligations and liabilities, payable solely out of the Proceeds, to the extent such Proceeds are available and Borrower is entitled to receive all or any portion thereof under the terms of the Development Agreement.

(b) The City Obligations shall not be deemed to constitute a debt or liability of the City or the State of Kansas or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City or the State of Kansas or of any political subdivision thereof, but shall be payable solely from Proceeds as and to the extent set forth in the Development Agreement, and shall otherwise impose no liability whatsoever, primary or otherwise, upon the City or the State of Kansas or of any political subdivision thereof or any charge upon the general credit or taxing power.

(c) In no event shall any member, officer, agent, employee, representative or advisor of the City, or any successor or assign of any such person or entity, be liable, personally or otherwise, for payment of the Proceeds.



(d) In no event shall this Agreement be construed as:

(i) depriving the City, of any right or privilege; or

(ii) requiring the City or any member, officer, agent, employee, representative or advisor of the City to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else, which deprivation or requirement would violate or result in the City being in violation of any applicable state or federal law.

It is further recognized and agreed that Lender, by entering into this Agreement and receiving Proceeds under the Development Agreement for application to the Obligations, is not in any way assuming or agreeing to perform any of Borrower's obligations under the Development Agreement or with respect to the Project. Borrower shall and does hereby agree to indemnify Lender for and to hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Development Agreement or under or by reason of this Agreement, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Development Agreement, except for those matters caused by Lender's gross negligence, willful misconduct or more culpable conduct. Should Lender incur any liability, loss or damage under the Development Agreement or under or by reason of this Agreement, or in the defense of any such claims or demands, the amounts thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby; and Borrower shall reimburse Lender therefor immediately upon demand, and upon failure of Borrower to do so Lender may declare all sums secured hereby immediately due and payable.

(e) In no case will Lender's rights under the Development Agreement, to receive the Proceeds or otherwise, be greater than Borrower's rights.

9. Default and Remedies.

Remedies on Default. Unless performance is waived by the party for whose benefit a condition or obligation is intended, if any party to this Agreement fails to satisfy its obligations under this Agreement, and if, within thirty (30) days' notice of such default by the non-defaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said 30-day period (but in any event if the defaulting party shall not have cured such default within 45 days), the non-defaulting party or parties may, then or at any time thereafter, and while such default continues, take any one or more of the following actions:

(i) by mandamus or other suit, action or proceedings at law or in equity, to enforce its or their rights against the defaulting party and their officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement; or



(ii) take any other action at law or in equity to enforce this Agreement.

10. Rights and Remedies Cumulative. The rights and remedies reserved by the parties and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The parties shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. If Lender hires an attorney to assist it in enforcing its rights and remedies under this Agreement, whether or not any suit or action is initiated, Borrower agrees to pay the reasonable attorneys' fees and costs incurred by Lender.

11. Security Interest. Borrower authorizes Lender to file this Assignment with the Crawford County, Kansas Register of Deeds as well as a UCC-1 Financing Statement with the Kansas Secretary of State giving notice to all third parties of Lender's collateral interest. Borrower agrees that it will not voluntarily or involuntarily pledge, encumber or otherwise allow any lien to be placed upon its interests in the Development Agreement or the Proceeds, except as granted to Lender hereunder.

12. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement.

13. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

15. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Loan Documents, provided; however, in the event of irreconcilable conflict between a capitalized term in the Credit Agreement and such term in any other Loan Document, the definition set forth in the Credit Agreement for such term shall govern and be controlling.

16. Notices. Borrower shall provide to Lender a copy of any notice, request, complaint, demand or other communication received under Section 19 of the Development Agreement within 5 business days of receipt thereof.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Any proceeding under this Agreement shall be brought in the Kansas District Court in Crawford County, Kansas or in the in the Kansas District Court in Johnson County, Kansas as determined by Lender.

**IMPORTANT: READ BEFORE SIGNING, THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS**



**IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BORROWER:

**PITTSBURG PARTNERS, LLC,**

a Kansas limited liability company

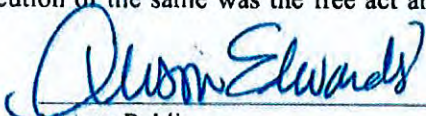
By: 

Name: David Christie

Title: Manager

STATE OF Kansas )  
 ) ss.  
COUNTY OF Johnson )

On this 21<sup>st</sup> day of October, 2024, before me, a Notary Public in and for said State, personally appeared David Christie, the Manager of Pittsburg Partners, LLC personally known to me to be the same person who executed, as such official, the within instrument on behalf of said limited liability company and such person duly acknowledged to me that he executed the same for the purposes therein stated, and that the execution of the same was the free act and deed of said limited liability company.

  
Notary Public

My Commission Expires:  
August 27, 2025



**PITTSBURG INVESTORS LLC,**

a Kansas limited liability company

By: Pittsburg Center LLC, a Missouri limited liability company, its Manager

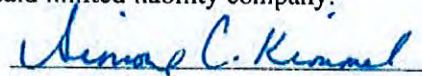


Name: David Block

Title: Manager

STATE OF MISSOURI )  
COUNTY OF JEFFERSON ) ss.

On this 21<sup>st</sup> day of October, 2024, before me, a Notary Public in and for said State, personally appeared David Block, the Manager of Pittsburg Center LLC, the Manager of Pittsburg Investors LLC personally known to me to be the same person who executed, as such official, the within instrument on behalf of said limited liability company and such person duly acknowledged to me that he executed the same for the purposes therein stated, and that the execution of the same was the free act and deed of said limited liability company.

  
Notary Public

My Commission Expires:

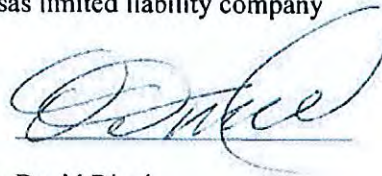
3/27/26

**SIMONE C. KIMMEL**  
Notary Public, Notary Seal  
State of Missouri  
Platte County  
Commission # 22510513  
My Commission Expires 03/27/2026

**PITTSBURG NORTHRIDGE LLC,**

a Kansas limited liability company

By:




Name: David Block

Title: Manager

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

On this 22 day of October, 2024, before me, a Notary Public in and for said State, personally appeared David Block, the Manager of Pittsburg Northridge LLC personally known to me to be the same person who executed, as such official, the within instrument on behalf of said limited liability company and such person duly acknowledged to me that he executed the same for the purposes therein stated, and that the execution of the same was the free act and deed of said limited liability company.

  
Notary Public

My Commission Expires:

3/27/26



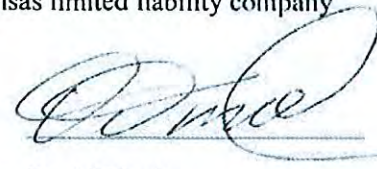




**PITTSBURG DEVELOPMENT ASSOCIATES, LLC,**

a Kansas limited liability company

By:




Name: David Block

Title: Manager

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

On this 21 day of October, 2024, before me, a Notary Public in and for said State, personally appeared David Block, the Manager of Pittsburg Development Associates, LLC personally known to me to be the same person who executed, as such official, the within instrument on behalf of said limited liability company and such person duly acknowledged to me that he executed the same for the purposes therein stated, and that the execution of the same was the free act and deed of said limited liability company.

  
Notary Public

My Commission Expires:

3/27/26



LENDER:

LEAD BANK

By: Jamison Bosch  
Jamison Bosch, Senior Vice President

STATE OF Missouri )  
 ) ss.  
COUNTY OF Jackson )

On this 23 day of October, 2024, before me, a Notary Public in and for said State, personally appeared Jamison Bosch, Senior Vice President of Lead Bank, personally known to me to be the same person who executed, as such official, the within instrument on behalf of said Lead Bank and such person duly acknowledged to me that he executed the same for the purposes therein stated, and that the execution of the same was the free act and deed of said bank.

Nathaniel Sims  
Notary Public

My Commission Expires:  
07/22/28

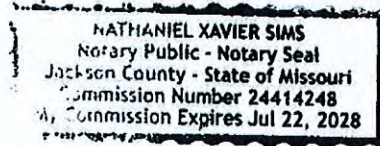




EXHIBIT A

**ESTOPPEL, NOTICE AND ACKNOWLEDGMENT OF COLLATERAL ASSIGNMENT  
OF DEVELOPMENT AGREEMENT**

The City of Pittsburg, Kansas (the “City”), hereby acknowledges receipt of a copy (fully executed) of the Collateral Assignment of Development Agreement (the “**Assignment**”), dated October \_\_, 2024, by and between **PITTSBURG PARTNERS, LLC**, a Kansas limited liability company, **PITTSBURG INVESTORS, LLC**, a Kansas limited liability company, **PITTSBURG NORTHRIDGE, LLC**, a Kansas limited liability company, and **PITTSBURG DEVELOPMENT ASSOCIATES, LLC**, a Kansas limited liability company (collectively, the “**Borrower**”), and **LEAD BANK** (the “**Lender**”). All capitalized terms and otherwise defined herein shall have the meaning set forth in the Assignment.

The City hereby consents to the Assignment and confirms and agrees that the payments which the Borrower is eligible to receive pursuant to the Development Agreement by and between Borrower and the City dated November 22, 2022 (the “**Development Agreement**”), will, upon receipt by the City of a signed “Payment Direction Notice” in the form attached to the Assignment as Exhibit B, be forwarded to the Lender for application to the Loan up to a total amount equaling the principal, interest and costs described in the Loan Documents in accordance with the directions set forth in the Assignment; provided, however, Lender acknowledges that the Assignment and the Lender’s rights to receive the payments under the Development Agreement are subject to the terms and conditions of the Development Agreement and will continue to be governed by the Development Agreement and continued performance thereunder. All proceeds shall be mailed directly to Lender at 9019 State Route 7, Lee’s Summit, Missouri 64064. Such manner of payments shall continue until Lender releases the Assignment by written instrument signed by an officer of Lender and delivered to the City.

Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Development Agreement.

**No Default.** The City has not been notified of any default and to the best of City’s knowledge as of the date hereof, neither City nor Borrower is in default under the Development Agreement. To the best of City’s knowledge, no event has occurred and no condition exists that might, with the giving of notice or the passage of time, or both, constitute a default by City or Borrower under the Development Agreement, or would otherwise permit an early termination by City of the Borrower under the Development Agreement.

**Cost Certifications.** CID Eligible Project Costs of up to \$7,301,921 can be eligible to be certified by the city and such amount may be disbursed to Borrower and Assignee, each as applicable, from the CID Sales Tax Fund as moneys are available therein as provided in the Development Agreement, up to the cap of \$4,500,000.

**Immunity.** No recourse shall be had for payment under the Development Agreement or any claim based thereon or upon any obligation, covenant or agreement contained in the Assignment against the City or any past, present or future elected official, employee, agent or



representative of the City, or of any successor public corporation, either directly or through the City or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected officials, employees or agents as such is expressly waived and released as a condition of and in consideration for the execution of this Estoppel, Notice and Acknowledgment of Assignment of Development Agreement by the City.

**Copy to Borrower and Lender.** An executed counterpart of this Estoppel, Notice and Acknowledgment of Assignment of Development Agreement is being furnished by the undersigned to the above-described Borrower and Lender.

CITY OF PITTSBURG, KANSAS

By: \_\_\_\_\_  
Stu Hite, Mayor

ATTEST:

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

STATE OF KANSAS            )  
  )ss.:  
COUNTY OF CRAWFORD    )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me a Notary Public in and for said County, personally appeared Stu Hite and Tammy Nagel, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk respectively, of the City of Pittsburg, Kansas, a municipal corporation, created and existing under the laws of the State of Kansas and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Roll Call No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

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

My Commission Expires:

EXHIBIT B

Payment Direction Notice

\_\_\_\_\_, 20\_\_\_\_

City of Pittsburg, Kansas  
City Hall  
201 West 4<sup>th</sup> Street  
Pittsburg, Kansas 66762  
Attn: City Manager

City Attorney  
104 West 6<sup>th</sup> Street  
Pittsburg, Kansas 66762

Re: Payment Direction Notice

The undersigned, pursuant to its rights under that certain Collateral Assignment of Development Agreement dated October \_\_\_, 2024 made by **PITTSBURG PARTNERS, LLC**, a Kansas limited liability company, **PITTSBURG INVESTORS, LLC**, a Kansas limited liability company, **PITTSBURG NORTHRIDGE, LLC**, a Kansas limited liability company, and **PITTSBURG DEVELOPMENT ASSOCIATES, LLC**, a Kansas limited liability company and **LEAD BANK** (the "Assignment"), hereby directs you to make all payments of the Proceeds (as defined in the Assignment) to the undersigned at the following address:

Lead Bank  
9019 State Route 7  
Lee's Summit, Missouri 64064

The terms of this notice may not be revoked without the written consent of the undersigned.

Sincerely,

LEAD BANK

By: \_\_\_\_\_  
Name: Jamison Bosch  
Title: Senior Vice President



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:** November 18, 2024

**SUBJECT:** Agenda Item – November 26<sup>th</sup> 2024  
Safe Streets For All Resolution

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City staff is requesting the Governing body approve Resolution No.1288 and adopt the A Safe Streets for All Plan as an official resource document and plan for the city.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 26th, 2024? Action necessary will be approval or disapproval of staff's request and, if approved, authorize the Mayor and City Clerk to sign the Resolution on behalf of the City.

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

Attachment: Resolution No 1288



**RESOLUTION NO. 1288**

**A RESOLUTION ADOPTING A SAFE STREETS FOR ALL PLAN FOR THE CITY OF PITTSBURG, KANSAS.**

**WHEREAS** the primary objective of the Safe Streets for All Plan is to design and build streets and/or public rights-of-way that balance the safety, comfort and convenience of vehicular traffic with the safety, comfort and convenience of others, such as pedestrians, bicyclists, public transportation users including people of all ages and abilities.

**WHEREAS**, the plans purpose is to enable safe travel by all users, including vehicle drivers, pedestrians, bicyclists, public transportation riders for people of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities; and increasing walking and bicycling-offers the potential for greater health of the population, and more livable communities; and enhance safe walking and bicycling options for school-age children, in recognition of the objectives of the national Safe Routes to School program; Promote public health by encouraging more physical activity and providing for a comprehensive, integrated and connected transportation network; Support economic growth and community stability by providing accessible and efficient connections between home, school, work, recreation and retail destinations by improving the pedestrian and vehicular environments throughout communities.

**WHEREAS**, the City to the extent feasible, will include "Safe Streets for All" design considerations and practices as a routine part of infrastructure planning and implementation; To the extent reasonable and practical, all public streets that are newly constructed or reconstructed within the City, whether privately or publicly financed, will be constructed as Safe Streets for All.

**WHEREAS**, the City recognizes the importance of street infrastructure and modifications such as sidewalks, crosswalks, shared use paths, bicycle lanes, signage, narrow vehicle lanes and accessible curb ramps, that enable safe, convenient, and comfortable travel for all users.

**WHEREAS**, the Safe Streets for All concept does not prescribe a singular design for all streets, instead each street is considered to be unique and expected to respond to the needs of the community within the context of its link within the overall street system.

**Whereas**, Safe Street construction shall include provisions for pedestrians, bicyclists, and persons of all ages and abilities to the extent reasonable and practical, as follows: Along public streets, including provisions for crossing public streets and private drives or streets, where appropriate; Across interchanges with highways; Across bridges over highways, waterways and railroad facilities; and to interconnect activity centers and residential areas with parks and open space

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS, that the Mayor and the City Commissioners of Pittsburg, Kansas, hereby agree to officially adopt the Safe Streets For All Plan as an official resource document and plan for the City**

**Passed and approved by the Governing Body of the City of Pittsburg, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.**

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**Stu Hite, Mayor**

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**Tammy Nagel, City Clerk**



**To:** Daron Hall, City Manager  
**From:** Jay Byers, Deputy City Manager  
**Date:** November 20, 2024  
**Subject:** Property and Sanitation Rate Ordinance

In September of 2024, the City Commission established the Property and Sanitation Department and approved funding for equipment and staffing to provide solid waste collection and management services within the city limits.

Since then, vehicles and equipment have been purchased and employees have been hired into the Property and Sanitation Department and solid waste collection has begun.

There is a need to approve an ordinance to establish rates for this utility for 2025.

Please include the attached ordinance on the City Commission agenda for November 26, 2024.



(Summary Published in The Morning Sun on \_\_\_\_\_, 2024)

ORDINANCE NO. G-1368

AN ORDINANCE amending Section 82, Article II of the Pittsburg City Code adding Division 6. – Property and Sanitation Rates and Charges, Section 82-150 Monthly Rates and Charges and Section 82-151 Bulky Item Pickup Rates and fixing rates and minimum charges for solid waste service.

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

KANSAS:

Section One. Section 82-150 Monthly Rates and Charges is hereby created to include the following language:

The monthly solid waste collection rates and charges to be paid by consumers for collection by the Property and Sanitation Department of the City, which shall be applicable to all property and sanitation bills shall be as set forth herein:

- a. Residential or Commercial pick up one time a week
  - (1) 96-gallon container - \$18
  - (2) 2 yard container - \$60
  - (3) 4 yard container - \$80
- b. Additional bin fee
  - (1) 96 gallon container - \$9
  - (2) 2 yard container - \$30
  - (3) 4 yard container - \$40
- c. Additional pick up
  - (1) \$30 per additional pickup

Section Two. Section 82-151 Bulky Item Pickup Rates is hereby created to include the following language:

Charges to be paid per incident by consumers for collection of bulky items by the Property and Sanitation Department of the City, which shall be determined by the attending sanitation operator and applied to property and sanitation bills shall be as set forth herein:

- a. Bulky Item pick up
  - (1) Small items - \$20
  - (2) Large items - \$40
  - (3) Specialty items - \$60



Section Three. This Ordinance shall take effect and be in force and apply to all property and sanitation collection rates and minimum charges beginning January 1, 2025, and after having been passed and a summary published in the official City newspaper.

Passed and Approved this 26th day of November, 2024.

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Stu Hite - Mayor

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Tammy Nagel - City Clerk



ADMINISTRATION

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

(620) 231-4100

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

**To:** Daron Hall, City Manager  
**From:** Jay Byers, Deputy City Manager  
**Date:** November 20, 2024  
**Subject:** Utility Rate Ordinances

During our Working Session with the City Commission and in the Five-Year Financial Plan, utility rates were set to be raised 3% in 2025. The attached ordinances amend the existing rate ordinances to reflect this increase.

Please include these on the City Commission agenda for November 26, 2024.

(Summary Published in The Morning Sun on \_\_\_\_\_, 2024)

ORDINANCE NO. G-1369

AN ORDINANCE amending Section 82-111 of the Pittsburg City Code fixing rates and minimum charges for water service.

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

Section One. Section 82- 111 of the Code of the City of Pittsburg, Kansas is hereby amended to read:

The monthly water rates and charges to be paid by consumers for water furnished by the water department of the City, which shall be applicable to all water bills shall be as set forth herein:

a. Within the City of Pittsburg, Kansas:

(1) All water consumed not in excess of 200 cubic feet per month, minimum charge	\$13.28
(2) The next 300 cubic feet per month, per 100 cubic feet	\$5.52
(3) The next 1,500 cubic feet per month, per 100 cubic feet	\$5.19
(4) The next 8,000 cubic feet per month, per 100 cubic feet	\$4.92
(5) The next 8,000 cubic feet per month, per 100 cubic feet	\$4.58
(6) The next 8,000 cubic feet per month, per 100 cubic feet	\$4.37
(7) The next 74,000 cubic feet per month, per 100 cubic feet	\$4.05
(8) All in excess of 100,000 cubic feet per month, per 100 cubic feet	\$3.66

b. Outside the City:

(1) All water consumed not in excess of 200 cubic feet per month, minimum charge	\$26.51
(2) The next 300 cubic feet per month, per 100 cubic feet	\$9.74

(3) The next 1,500 cubic feet per month, per 100 cubic feet	\$7.59
(4) The next 8,000 cubic feet per month, per 100 cubic feet	\$5.52
(5) The next 8,000 cubic feet per month, per 100 cubic feet	\$5.19
(6) The next 8,000 cubic feet per month, per 100 cubic feet	\$4.92
(7) The next 74,000 cubic feet per month, per 100 cubic feet	\$4.58
(8) All in excess of 100,000 cubic feet per month, per 100 cubic feet	\$4.37

Section Two. This Ordinance shall take effect and be in force and apply to all water rates and minimum charges beginning January 1, 2025, and after having been passed and a summary published in the official City newspaper.

Passed and Approved this 26th day of November, 2024.

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Stu Hite - Mayor

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Tammy Nagel - City Clerk



(Summary Published in The Morning Sun on \_\_\_\_\_, 2024)

**ORDINANCE NO. G - 1370**

AN ORDINANCE amending Section 82-141 of the Pittsburg City Code fixing rates and minimum charges for sewer service.

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

Section One. Section 82-141 of the Code of the City of Pittsburg, Kansas is hereby amended to read:

The monthly rates and charges applicable to all bills shall be as set forth herein for the use of the sewage disposal system to be paid to the City by all persons inside and outside the City, as hereinafter limited and defined, whose premises are connected or may hereafter be connected to the sanitary sewer system of the City, as follows:

1. For each sewer connection to the sewer disposal system of the City, whether the connection is for single, or multi-family residence, apartment, dormitory, hotel, rooming house, institution, business, commercial, industrial or governmental property, a minimum monthly service charge and, in addition, a monthly user charge based on the quantity of water used on the premises and/or discharged to the sanitary sewer, according to the following schedule:

a. Inside the City:

(1) Minimum Service Charge for usage not in excess of 200 cubic feet per month	\$23.14
(2) User Charge - per each additional 100 cubic feet per month	\$3.33

b. Outside the City:

(1) Minimum Service Charge for usage not in excess of 200 cubic feet per month	\$46.12
(2) User Charge - per each additional 100 cubic feet per month	\$6.53

c. The water usage for the months of November, December and January shall be averaged each year to obtain a base upon which the user charge shall be computed. Provided, however, if a customer proves that the average water consumption of the months of November, December and January does not accurately reflect normal monthly usage for the year, then the customer may request the user charge be based upon actual monthly water usage. The user charge for new customers shall be based upon actual monthly water usage until average water usage for the months of November, December and January is calculated.

d. Any non-domestic user that discharges wastewater, materials, or substances into the public sewers which possess the characteristics set forth in Section 82-401 through 82-414 of the Pittsburg City Code, may be subject to additional charges pursuant to a special agreement between the City and said non-domestic User. Such special agreement shall be issued in the form of a permit.

2. If any User of water shall use more than 10,000 cubic feet of water in any month for commercial or industrial purposes and is, as established by separate meter paid for, installed and maintained by such user and open to inspection by and acceptable to the City's representatives, the sewer charge made to such customer for the use and services of the sewage disposal system shall be based on the amount of water furnished the customer during said month less the amount of such water which was not discharged into the City's sewer system.

3. A User who is not receiving water from the Pittsburg Water System shall be charged a monthly service charge for the amount of water used measured by meter on rural system, by hour meter on pump usage with capacity known or by mutual agreement with the Director of Public Utilities. In the event that potential exists for significant consumption use of water, flow measurement devices located on the wastewater discharge point shall be used in lieu of a water meter. Said flow monitors shall be accessible so accuracy may be verified by the City at any time without restriction of access.

Section Two. This ordinance shall take effect and be in force and apply to all sewer rates and minimum charges beginning January 1, 2025, and after having been passed and a summary published in the official City newspaper.

Passed and Approved this 26 day of November, 2024.

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Stu Hite - Mayor

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Tammy Nagel - City Clerk



(Published in The Morning Sun on \_\_\_\_\_, 2024)

RESOLUTION NO. 1290

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PITTSBURG, KANSAS, AMENDING RESOLUTION NO. 1272 ESTABLISHING EQUIVALENT RESIDENTIAL UNIT (ERU) RATE AND UNDEVELOPED PROPERTY RATE; AND PROVIDING AN EFFECTIVE DATE OF JANUARY 1, 2025.

WHEREAS, Pittsburg City Code Section 82-546 provides the City Commission with the authority to establish by Resolution the Equivalent Residential Unit, which means the average Impervious Area of Residential Property per Dwelling Unit located within the City, the ERU Rate, which means the Stormwater Utility Fee charged on each ERU, and the Undeveloped Property Rate, which means the Stormwater Utility Fee charged on each acre of undeveloped Property;

WHEREAS, the City Manager has recommended to the City Commission pursuant to Pittsburg City Code Section 82-546 that the ERU rate as set by Resolution No. 1259 be increased as set forth below;

WHEREAS, the City Commission has evaluated the City Manager's recommendation and has determined that the fees set forth herein below are reasonable and necessary and are in accordance with the provisions of Pittsburg City Code Section 82-546; and

WHEREAS, the City Commission has determined it to be appropriate to implement the rates set forth herein as of the effective date of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS:

Section 1. ERU Established. The Equivalent Residential Unit is hereby established to be 3,106 square feet of impervious area.

Section 2. ERU Rate Established as of January 1, 2025. The ERU Rate to be charged for Stormwater Management Utility Fees for each ERU is hereby established to



be \$4.30 per month as of January 1, 2025.

Section 3. Undeveloped Property Rate Established. The Underdeveloped Property Rate to be charged for Stormwater Management Utility Fees for each acre of Undeveloped Property is hereby established to be 0 percent.

Section 4. This Resolution shall become effective on January 1, 2025.

ADOPTED AT A REGULAR COMMISSION MEETING this 26 day of November, 2024.

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Mayor- Stu Hite

ATTEST:

---

City Clerk - Tammy Nagel



**PITTSBURG PUBLIC  
HOUSING AUTHORITY**  
101 N Pine St -  
Pittsburg KS 66762

(620) 232-1210  
www.pittks.org  
FAX: (620) 232-3453  
Email: section8@pittks.org

**INTEROFFICE MEMORANDUM**

To: Mayor, City Commissioners, Daron Hall, Tammy Nagel  
From: Megan Keener, Assistant Director of Housing  
CC: Kim Froman, Director of Community Development and Housing  
Date: November 19, 2024  
Subject: Agenda Item – November 26, 2024  
Notice of Financial Award and Grant Agreements: Emergency Solution Grant 2024-2025

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I am pleased to bring before you the enclosed Notice of Financial Award & Grant Agreements, from the Kansas Housing Resources Corporation (KHRC), for the Emergency Solutions Grant (ESG) in the amount of \$97,363.00. The ESG grant period will be for fifteen (15) months, July 01, 2024, through September 30, 2025.

This funding will help prevent individuals/families from possibly becoming homeless or assist those who are homeless. For over 11 years, the City of Pittsburg/Pittsburg Public Housing Authority has partnered with a community organization to help our most vulnerable citizens. The City of Pittsburg/Pittsburg Public Housing Authority will partner with Community Health Center of Southeast Kansas.

The Notice of Financial Award and Grant Agreement is necessary to allow KHRC to disburse grant funds to the Subrecipient, City of Pittsburg, for eligible expenditures.

The Supplemental Grant Agreement is necessary to allow the Subrecipient, City of Pittsburg, to disburse grant funds to the ESG Funded Agency, Community Health Center of Southeast Kansas, for eligible expenditures.

Staff is recommending that the Commission approve the grant agreements and authorize the Mayor to sign the necessary documents. Please contact me with any questions.

Sincerely,

Megan Keener  
Assistant Director of Housing  
Pittsburg Public Housing Authority

# KANSAS HOUSING

## NOTICE OF FINANCIAL AWARD & GRANT AGREEMENT Kansas Emergency Solutions Grant

Subrecipient City of Pittsburg

Subrecipient DBA \_\_\_\_\_

Mailing Address PO Box 688 City/State/Zip Pittsburg, Ks 66762

Subrecipient EIN 48-6041003 Subrecipient Unique Entity Identifier (UEI) XNPHHQ8RAQH1

Recipient (Pass-Through Entity) Kansas Housing Resources Corporation

Mailing Address 611 S Kansas Ave., Ste. 300 City/State/Zip Topeka, KS 66603-3803

Contact Person ESG Program Manager Phone 785-217-2019

Date 11/6/2024 Grant Number E24-PITTSBURG

Funds Obligated – This Action \$97,363 Total Funds Obligated \$97,363

Performance Period July 1, 2024 through September 30, 2025

Research and Development? No

### Federal Identifying Information

Federal Awarding Agency U. S. Department of Housing and Urban Development

CFDA No. 14.231 CFDA Title Emergency Solutions Grant (ESG)

Document No./FAIN E-24-DC-20-0001 Federal Fiscal Year FFY2024

Federal Award Date 10/28/2024



**GRANT AGREEMENT**

**I. Parties & Project Description**

Kansas Housing Resources Corporation ("KHRC") administers the Emergency Solutions Grant ("ESG") program for the State of Kansas. Pursuant to the terms of this Agreement, KHRC hereby awards an ESG grant to **City of Pittsburg** (the "Subrecipient") in the amount stated above, which shall be used in accordance with the following budget:

Administrative.....	<u>\$2,562</u>
Subrecipient Indirect Cost Rate. ....	
Street Outreach.....	<u>\$17,201</u>
Emergency Shelter.....	<u>\$</u>
Homeless Prevention.....	<u>\$38,800</u>
Rapid Rehousing.....	<u>\$38,800</u>
HMIS.....	

In exchange for the subject grant, and in accordance with the purposes of the ESG Act and the terms and conditions set forth herein, the Subrecipient agrees to complete and perform its ESG eligible activities in **Crawford County**, in accordance with its application and all supporting documentation, which are incorporated herein by this reference and made a part of this Agreement (collectively, the "Application").

[IF APPLICABLE: In order to complete the ESG eligible activities provided under this Agreement, the parties agree and acknowledge that the Subrecipient intends to provide a subgrant(s) to the subawardee(s) listed below:

Agency Name	Amount
<b>Community Health Center of SEK</b>	<b>\$17,201</b>

The Subrecipient understands and agrees that it will be Subrecipient's responsibility to monitor the activities of any subawardee identified above and ensure that subawardee complies with all applicable Federal statutes and regulations, as well as all terms and conditions of this Agreement. Additionally, the Subrecipient shall ensure that each subawardee identified above follows the Budget Itemization(s) submitted to KHRC prior to the execution of this Agreement, which are incorporated herein by this reference.]

**II. Grant Period**

The term of this grant agreement is July 1, 2024 through September 30, 2025.

**III. Responsibilities and Representations of Subrecipient**

- A. The Subrecipient certifies that it is eligible to receive ESG funds as a subrecipient as provided under 24 CFR 576.2.
- B. The Subrecipient shall perform the activities provided under this Agreement in accordance with the Application, and in the area in the state of Kansas specified in the Application, all in a satisfactory manner as determined by KHRC.

- C. The grant amount stated in the Agreement shall be 100 percent of the ESG funds committed by KHRC to the Subrecipient. At all times, the Subrecipient shall perform all activities and incur all expenditures in accordance with the Application and the budget stated above, and in accordance with all federal statutes and regulations applicable to ESG funding. Further, the Subrecipient agrees as follows:
1. The Subrecipient shall make matching contributions to the ESG eligible activities detailed in the Application, in an amount that equals the amount of the ESG funds awarded under this Agreement. The match contributions may be cash or noncash, and may be obtained from any source, including federal, state, local, and private sources, all as set forth in 24 CFR 576.201.
  2. During the term of this Agreement, the Subrecipient shall provide to KHRC a ESG Recipient Request for Reimbursement and Financial Status Report (FSR) on or before the 20<sup>th</sup> day of each month for the prior month as detailed further in KHRC's ESG Handbook, as may be amended by KHRC from time to time (the "ESG Handbook"). Additionally, the Subrecipient may submit a request for an advanced payment of up to ten (10) percent of the total funds awarded in accordance with the process and parameters set out in the ESG Handbook.
  3. KHRC may, in its sole discretion, require additional information from the Subrecipient before processing any payment.
  4. Upon termination of this Agreement, either due to expiration of the term or due to termination pursuant to Section VII below, the Subrecipient shall submit a final FSR and payment request no later than 15 days following the termination or expiration date. KHRC will not reimburse any costs or expenses incurred after the termination or expiration of the Agreement. To the extent the Subrecipient has any unearned ESG funds on hand at the time of expiration or termination of this Agreement, the Subrecipient shall promptly return said funds to KHRC.
  5. At least 90 days prior to the expiration of this Agreement, the Subrecipient shall notify KHRC if Subrecipient anticipates having unearned ESG funds on hand at the time of expiration, and Subrecipient shall include an estimate of the amount of said funds in its notice to KHRC. Additionally, if KHRC determines at any time, in its sole discretion, that Subrecipient's use of the grant funds is not sufficient to ensure use of all funds during the term of this Agreement, then KHRC may take further action, including but not limited to, requesting additional documentation or information from Subrecipient, or recapturing any unused funds from Subrecipient.
  6. The Subrecipient agrees and acknowledges that payments to the Subrecipient are subject to the actual receipt by KHRC of ESG funds.

7. Subrecipient agrees that all expenditures under this Agreement must be Federally allowable and specifically for activities allowed under the ESG program as provided in 42 U.S.C. 11371, *et seq.* Additionally, the Subrecipient must ensure that the activities provided under this Agreement do not result in a duplication of benefits, and that costs funded through other Federal or State funds are not duplicated by funds received through this Agreement.
- D. The Subrecipient must obtain KHRC's approval prior to making any adjustments or amendments to the budget stated above or, as applicable, to any Budget Itemization submitted for a subawardee. All requests to amend any budget must be submitted by the Subrecipient on KHRC's Budget Revision Form, and in accordance with the process set out in the ESG Handbook.
  - E. The Subrecipient agrees and acknowledges that KHRC materially relied on the information submitted by the Subrecipient in the Application when entering into this Agreement. The Subrecipient certifies that all information in the Application is true and correct. The Subrecipient agrees to immediately notify KHRC should any information provided in the Application change or should the Subrecipient determine that any incorrect information was provided. The Subrecipient further agrees and acknowledges that KHRC materially relied on the certifications and representations made by the Subrecipient herein when entering into this Agreement. If any certification, representation, or statement made or furnished to KHRC by Subrecipient under this Agreement is false or misleading in any material respect, either now or at the time made or furnished, or if it becomes false or misleading at any time thereafter, then, in addition to any other remedies available, KHRC may terminate this Agreement as provided in Section VII.
  - F. The Subrecipient certifies that Subrecipient had the full legal right, power, and authority to submit the Application, and that the Subrecipient has the full legal right, power, and authority to execute and deliver this Agreement to KHRC.

#### **IV. Subrecipient Compliance and Reporting Requirements**

- A. The Subrecipient, pursuant to Federal regulations, shall maintain books, records, files, documents, and other evidence of all costs, expenditures, and activities related to the ESG funds provided under this Agreement. All documentation shall be maintained by Subrecipient in such a manner to clearly identify all costs directly with the delivery of the services and activities provided under this Agreement. The Subrecipient shall maintain all documentation, whether written or electronic, for a minimum of five (5) years and up to ten (10) years, as required under 24 CFR 576.500(y), and shall make all information available for audit by KHRC and the appropriate Federal auditors for said period. The Subrecipient shall immediately notify KHRC of any circumstances which impair the integrity or security of such documentation during the retention period.
- B. Subrecipient shall maintain records and submit reports containing such information and at such times as may be required by KHRC, and Subrecipient shall timely



respond to all of KHRC's requests and inquiries. Further, the Subrecipient agrees as follows:

1. The Subrecipient shall submit a Progress and Final Performance Report to KHRC within 30 days of the end of the grant performance period describing all activities and services provided with the ESG funds, including the number of participants, any comments or feedback from the participants, the Subrecipient's progress toward the activities' objectives, any challenges and successes, and all other information and documentation that demonstrates the successful completion of the activities outlined in the Application.
  2. To the extent any grant funds are used to purchase any real or personal property, then Subrecipient shall submit an inventory of said property to KHRC with the final performance report required under Section IV(B)(1) of this Agreement. Said inventory shall be consistent with the requirements of the applicable OMB Circular.
- C. To the extent the Subrecipient is expending Federal awards in an amount that meets or exceeds the applicable OMB threshold during the Subrecipient's fiscal year, then the Subrecipient shall have a Single Audit conducted in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. If a Single Audit is not required pursuant to this paragraph, then KHRC may require Subrecipient, in KHRC's sole discretion, to have an independent audit conducted in accordance with the provisions set forth below.
1. The Subrecipient shall permit KHRC and auditors to have access to records and financial statements as necessary to comply with the applicable OMB Circular.
  2. The Subrecipient shall insure that KHRC is made aware of the completion of any audit for all of Subrecipient's fiscal years that include activity supported by the award under this Agreement.
  3. If applicable, the Subrecipient shall adequately perform in accordance with its audit corrective action plan or management response.
  4. In the event that the Subrecipient fails to adequately perform its audit corrective action plan or management response, KHRC may apply sanctions and take steps to terminate funding under this Agreement, in KHRC's sole discretion.
  5. The Subrecipient shall reimburse KHRC for any questioned costs identified within any audit report, subject to negotiation.
- D. The obligations provided under this Section IV shall survive termination of this Agreement.

V. **General Requirements of Subrecipient**

- A. The Subrecipient shall perform and use all funds under this Agreement in a satisfactory manner as determined by KHRC, in KHRC's sole discretion, and in accordance with the Application and all applicable governing documents and law, including but not limited to, the following:
1. 42 U.S.C. 11371, *et seq.*, 24 CFR 576, and any guidance or notices issued by the U.S. Department of Housing and Urban Development regarding the same, as may be revised from time to time.
  2. Federal regulations governing the administration of grants under 24 CFR 85, as applicable, and all other Federal and State statutes, regulations, and policies regarding the administration of grants.
  3. U. S. Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (24 CFR 85), as applicable.
  4. The OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR 180.
  5. Governmentwide Requirements for Drug-Free Workplace, 24 CFR 2429.
  6. KHRC's ESG Handbook, as may be amended from time to time.
  7. The governing documents and law referenced in this paragraph are not meant to be exhaustive. Upon request from KHRC, the Subrecipient shall provide any and all documentation requested by KHRC, in KHRC's sole discretion, to demonstrate the Subrecipient's compliance with any applicable governing documents, or any Federal, state or local law that may impact this agreement or the Subrecipient.
- B. The Subrecipient shall be responsible for staying up to date on any changes, guidance, or other information released related to the operation of ESG funded programs. Additionally, Subrecipient shall attend all required training sessions, as designated by KHRC.
- C. Subrecipient shall abide by all Federal and State statutes and regulations prohibiting discrimination, including, but not limited to:
1. The Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and K.S.A. 1078 Supp. 44-1031 and Title VI of the Civil Rights Act of 1964, which prohibit discrimination against any employee, applicant for employment or client for services or other benefits because of race, religion, color, sex, age, handicap, national origin or ancestry;

2. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from Federal assistance;
  4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 CFR 23, which prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance; and
  5. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
  6. 24 CFR 5.106, which ensures equal access to ESG funded activities in accordance with an individual's gender identity.
  7. The Subrecipient shall take reasonable steps to ensure that services provided under this Agreement provide meaningful access to persons with limited English proficiency.
- D. The Subrecipient is subject to and shall abide by the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
- E. The Subrecipient agrees to comply with the provisions of the Violence Against Women Act (VAWA) as applied by 24 CFR 576.409 and, as applicable, 24 CFR 5, Subpart L. The Subrecipient further acknowledges that, despite its name, VAWA provisions apply without regard to an individual's sex, gender identity, or sexual orientation.
- F. As provided in 24 CFR 576.406 and 24 CFR 5.109, the Subrecipient agrees and acknowledges that ESG funds shall not be used to support inherently religious activities, that the Subrecipient shall not discriminate against any program participant on the basis of religion or religious belief, and that ESG funds shall not be used for the rehabilitation of sanctuaries, chapels, or other rooms that are used as a principal place of worship.
- G. The Subrecipient hereby certifies that the Subrecipient, its principals, employees, and affiliates, are not, and have not been, debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs. The Subrecipient agrees to comply with 2 CFR 180, as well as 31 CFR 19, and must include a requirement to comply with these regulations in any lower tier covered



transaction it enters into. This certification is a material representation of fact relied upon by KHRC. If it is later determined that the Subrecipient did not comply with 2 CFR 180, in addition to remedies available to KHRC, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR 180 throughout the period of this Agreement and to provide proof of registration in the System for Award Management at sam.gov to KHRC.

- H. Any purchase by the Subrecipient shall be subject to the requirements set forth in 2 CFR 200. To the greatest extent practicable, all equipment and products purchased with funds made available by this Agreement should be made in the United States.
- I. The Subrecipient certifies that its services do not use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system as described in Public Law 115-232, section 889, subsection (f), paragraph (1).
- I. The Subrecipient shall acknowledge support provided by the ESG and the Kansas Housing Resources Corporation in all publicity releases and materials published in connection with the award provided under this Agreement. The Subrecipient shall obtain KHRC's approval before using KHRC's logo.
- K. The Subrecipient certifies it is in compliance with Part C of Public Law 103-227, the "Pro-Children Act of 1994," 20 U.S.C. 7183, which prohibits smoking in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. The Subrecipient shall require that the language of this certification be included in any subcontract related to this Agreement.
- L. The Subrecipient shall comply with 2 CFR 170, and the Subaward and Executive compensation reporting requirement of "the Transparency Act."
- M. The Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
- N. The Subrecipient agrees and acknowledges that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5).
- O. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR 401.2(a) and any implementing regulations issued by the awarding agency.

- P. The Subrecipient shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Subrecipient shall require that the language of this certification be included in any subcontract related to this Agreement (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). The Subrecipient, and any subcontractors, shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The Subrecipient agrees and acknowledges that this certification is a material representation of fact relied upon by KHRC.
- Q. The Subrecipient agrees that ESG program funds, the provision of services under this Agreement, or the employment or assignment of personnel shall not be carried out in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or any voter registration activity.
- R. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (24 CFR 576.407)
- S. The Subrecipient shall notify KHRC as soon as possible if this Agreement or any aspect related to the services provided under this Agreement raises an actual or potential conflict of interest. The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that KHRC is able to assess such actual or potential conflict. The Subrecipient shall provide KHRC any additional information necessary for KHRC to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by KHRC.
- T. The Subrecipient shall comply with all other applicable provisions in effect for Federal awards.

**VI. Responsibilities of KHRC**

- A. KHRC shall be responsive to its role in the successful execution of ESG funded activities and shall provide the Subrecipient with a designated contact person at KHRC to assist with the implementation of this Agreement.
- B. KHRC may make monitoring visits to the Subrecipient, which may be conducted on-site, remotely, or both, in KHRC's discretion, and KHRC has the right to make inspections and evaluations of the Subrecipient at any time. KHRC, its representatives and/or representatives of the Federal government, will have the right to examine and photocopy all pertinent records, files, books, or other materials relating to this award and Agreement at any time. KHRC may exercise the rights under this paragraph in its discretion, and the Subrecipient agrees to cooperate as necessary with KHRC.
- C. KHRC will close-out the award when it determines that all applicable administrative actions and all required work of the award has been completed. The obligations and rights provided under this Section VI shall survive termination of this Agreement.

**VII. Termination**

- A. Either party may terminate this Agreement at any time without cause by providing 30-day written notice to the other party, which shall be effective at the end of said notice period.
- B. KHRC may immediately terminate this Agreement for cause by providing written notice to the Subrecipient. In such event, the termination shall be effective as of the date the notice is received by the Subrecipient. Cause shall include, but not be limited to, the following:
  - 1. The Subrecipient fails to fulfill any obligation or representation made under this Agreement, or any other agreement the Subrecipient has with KHRC;
  - 2. The Subrecipient fails to comply with any applicable Federal requirements, or any applicable state or local law, regulation, ordinance or requirement related to the ESG funds;
  - 3. The Subrecipient improperly uses any ESG funds;
  - 4. The dissolution or insolvency of the Subrecipient; or
  - 5. The suspension or termination of ESG funds.
- C. If by reason of force majeure it becomes inadvisable, commercially impracticable, illegal, or impossible for either party to carry out its obligations under this agreement, then said party shall not be deemed in breach of this Agreement, and the agreement shall not be subject to termination as provided in this Section, so long as the force majeure remains. The term "force majeure" as used herein shall

mean without limitation the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies, order of restraints of any kind by the government of the United States of America or by the state wherein a party is located or by any of that state's departments, agencies, or officials, or any civil or military authority; insurrections; riots; landslide; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the Subrecipient.

- D. In the event of termination, contract provisions apply until the final audit is completed by KHRC, except as provided otherwise in the Agreement. However, KHRC is not obligated to render payment for any costs incurred or services provided by Subrecipient after the date of termination.
- E. Should KHRC terminate this Agreement, the Subrecipient shall retain those rights as provided for in 42 U.S.C. 11371, *et seq.*

#### **VIII. Miscellaneous Provisions**

- A. The parties agree that the Subrecipient is acting only as an independent contractor. Nothing contained in the Agreement shall be construed as creating a partnership, joint venture, employment, or agency relationship between the parties as provided under Kansas law. Neither party shall have the power or right to bind or obligate the other party, nor shall it hold itself out as having such authority. Any provision in this Agreement that allows KHRC to direct the Subrecipient in its performance under this Agreement is solely for the purposes of compliance with local, state, and federal regulations.
- B. The Subrecipient agrees to hold KHRC and its employees, agents, and insurers, harmless from any claim, loss, or cause of action of any kind, and the Subrecipient agrees to indemnify KHRC, and its successors or assigns, against all claims, losses, liabilities, penalties, or causes of action of any kind resulting from the Subrecipient's actions or omissions, including any attorneys' fees and expenses incurred in the defense or investigation of any such claims. In no event shall KHRC be liable to the Subrecipient except as specifically provided in this Agreement. KHRC assumes no liability for damages caused to persons or property by reason of Subrecipient's performance under this Agreement. The provisions of this paragraph shall survive and shall not expire with the expiration or termination of this Agreement but will continue indefinitely.
- C. This Agreement contains the entire agreement between the parties and supersedes all prior written and/or oral agreements, discussions or negotiations. This Agreement may be altered or modified as follows:
  - 1. Any alterations, additions, or deletions from the terms of this Agreement that are required by Federal law or regulation are automatically incorporated into this Agreement and become effective on the date designated by the enabling legislation. KHRC shall notify the Subrecipient, in writing, of these changes as soon as they become known to KHRC.



2. Any other addition or alteration to this Agreement shall be made by amendment in writing and signed by both parties.
- D. This Agreement shall be binding on KHRC and the Subrecipient, and their respective successors and assigns. The Subrecipient shall not transfer or assign this Agreement without the prior written approval of KHRC, which may be withheld for any reason.
  - E. Written notice to either party as required under this Agreement shall be given to the address listed on the first page of this Agreement, and shall be personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail. Any notice sent by a party will be deemed received by the other party on the day such notice is personally delivered, three (3) days after such notice is mailed by prepaid certified or registered mail, one (1) business day after such notice is sent by overnight courier, or the day such notice is faxed or sent electronically.
  - F. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
  - G. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Agreement shall reside only in courts located in Shawnee County, Kansas.
  - H. The Subrecipient and KHRC agree that each party shall be entitled to respectively exercise all administrative, contractual, or other remedies permitted by law to enforce compliance with the terms of this Agreement, except to the extent expressly prohibited by this Agreement.
  - I. KHRC shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by KHRC. No delay or omission on the part of KHRC in exercising any right shall operate as a waiver of such right or any other right. A waiver by KHRC of a provision of this Agreement shall not constitute a waiver of KHRC's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by KHRC, nor any course of dealing between KHRC and the Subrecipient, shall constitute a waiver of any of KHRC's rights or of any of Subrecipient's obligations in the future. Whenever the consent of KHRC is required under this Agreement, KHRC's grant of such consent shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of KHRC.

- J. Pursuant to Executive Order 13043, 62 FR 19217, and Executive Order 13513, KHRC encourages Subrecipient to adopt and enforce on-the-job seat belt policies and programs, as well as policies that ban text messaging while driving and workplace safety polices to decrease accidents caused by distracted drivers.
  
- K. In the case of ambiguity or conflict, the following order of precedence shall govern: (1) ESG Enabling Legislation codified at 42 U.S.C. 11371, *et seq.*; (2) OMB Circulars, as applicable; (3) This Notice of Financial Award and Grant Agreement; and (4) the Kansas ESG Handbook.

The signatures herein are of officials authorized to sign documents for the Subrecipient and signifies the Subrecipient's intent to comply with conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures to this Agreement.

**SUBRECIPIENT:**

\_\_\_\_\_  
**Name:** Stu Hite  
**Title:** Mayor, City of Pittsburg

November 26, 2024  
**Date**

**KANSAS HOUSING RESOURCES CORPORATION:**

\_\_\_\_\_  
**Ryan Vincent, Executive Director**

\_\_\_\_\_  
**Date**

**SUPPLEMENTAL EMERGENCY SOLUTIONS  
(ESG) GRANT PROGRAM**

**GRANT AGREEMENT**

Between

City of Pittsburg, Kansas

&

Community Health Center of Southeast Kansas (CHC/SEK) (GRANT# E24-Pittsburg)

**I. Grant Agreement**

- A. This Grant Agreement, hereinafter called "Agreement", is between City of Pittsburg, Kansas, hereinafter referred to as "City" or as "Grantee" and Community Health Center of Southeast Kansas (CHC/SEK), hereinafter referred to as "Subrecipient".
- B. The entire Agreement between the City and Subrecipient shall encompass all rules and regulations of the Emergency Solutions (ESG) Grant Program 24 CFR Part 576 as required by the U.S. Department of Housing and Urban Development (HUD), including the accompanying Budget Itemization and Faith-Based Agency Certification, attached to this Agreement, which are incorporated herein by reference and made a part hereof.

**II. Authority**

- A. This Agreement is financed through a grant provided to the City by the U.S. Department of Housing and Urban Development through the Supplemental Emergency Solutions (ESG) Grant Program pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 1137 et seq.)
- B. In the event of any changes in any applicable Federal regulation and/or law, this Agreement shall be deemed to be amended when required to comply with any law or regulations so amended.

**III. Description of Activities**

The Subrecipient agrees to perform, or cause to be performed the work specified in the "Budget Itemization" (which is set forth in Exhibit "A" hereto, which by reference is incorporated herein and made a part hereof as copied in length).

**IV. Period of Performance and Commitment**

The period of performance "grant period" for all activities assisted by this Agreement shall commence on July 1, 2024, when funds are made available, and shall be completed on or before September 30, 2025, except those activities required for closeout.

**V. Compensation**

- A. In consideration of the Subrecipient's satisfactory performance of work required under this Agreement and the Subrecipient's compliance with the terms of this Agreement, the City shall provide the Subrecipient \$17,2021 in Emergency Solutions Grant funds for Street Outreach. These funds shall be used by the Subrecipient in accordance with the Emergency Solutions Grant Guidelines. Documentation of matching funds in the amount of \$17,2021 must be provided after the date of the grant sub award to grantee.

- B. It is expressly understood and agreed that in no event will the total program funds provided by the City exceed the sum of \$17,201. Any additional funds required to complete the program activities set forth in this Agreement will be the responsibility of the Subrecipient.
- C. The Subrecipient understands that this Agreement is funded in whole by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the City may terminate or amend this Agreement and will not be obligated to pay the Subrecipient from other local revenues.
- D. The Subrecipient shall not anticipate future funding from the City beyond the duration of this Agreement and in no event shall this Agreement be constructed as a commitment by the City to expend funds beyond the termination of this Agreement.
- E. No income shall be derived from the grant.

**VI. Indemnification**

- A. The Subrecipient shall indemnify, defend, and hold harmless City of Pittsburg, Kansas and its officers and employees from any liabilities, claims, suits, judgement, and/or damages arising because of the negligence, omission or failure of performance of the obligations, terms and conditions under this Agreement by the Subrecipient or any contractor, subcontractor, or any other person or entity. The indemnification obligation of the Subrecipient under this Agreement shall continue after termination of this Agreement with respect to any liabilities, claims, suits, judgements, and damages resulting from the acts occurring prior to termination of this Agreement.

**VII. Obligations of Subrecipient**

- A. All of the activities required by this Agreement shall be performed by personnel of the Subrecipient or by third parties, (contractors or subcontractors) under the direct supervision of the Subrecipient and in accordance with the terms of written contracts.
- B. The Subrecipient shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of part or all of the program being assisted under this grant.
- C. If the Subrecipient is primarily a religious organization, the organization shall comply with 24 CFR 574.23, (which is set forth in Exhibit "B" hereto, which by reference is incorporated herein and made a part hereof as if copied in length) and Emergency Solutions Grant-Faith Based Agency Certification.
- D. The terms of the Subrecipient's grant award, the required match, and the Subrecipient's expenditure of grant funds are subject to 2 CFR 200, Federal "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 24 CFR part 84 & 85 and "Emergency Solutions Grant Program", 24 CFR Part 576.
- E. The Subrecipient funded under this grant award shall acknowledge support of the City in all public relations materials describing local Emergency Solutions Grant activities.
- F. The Subrecipient must participate in the Coordinated Entry System of the Continuum of Care where applicable.



**VIII. Drawdown of Grant Funds**

- A. The Subrecipient's request for grant funds shall be only for reimbursement of authorized activities, as specifically agreed to in the "Budget Itemization" received by the Grantee.
- B. The Subrecipient shall submit the **Recipient Request for Reimbursement and Financial Status Report** to the City by the 10<sup>th</sup> day of the month for the prior month, whether or not expenditures were incurred, to allow the City to comply with reporting requirements.
- C. The City shall review all program costs incurred by the Subrecipient. Upon such review the City shall disallow any items of expense that are determined to be not allowable or that are determined to be more than approved expenditures, and shall, by written notice to Community Health Center of Southeast Kansas at 3011 N Michigan St, Pittsburg, KS 66762, specifying the disallowed expenditures, inform the Subrecipient of any such disallowance.
- D. The City will disburse funds to the Subrecipient only after receipt of funds from HUD to Kansas Housing (KHRC).
- E. When salaries are included in the sub grant award, concurrent with the first reimbursement of salaries, Grantee shall submit the name, title, beginning date, and qualification of the employee(s).

**IX. Financial Management**

- A. Subrecipient shall establish and maintain a system that assures effective control over and accountability for all funds used in the City Emergency Solutions Grant (ESG) Program.
- B. Subrecipients shall certify to the City that the financial system proposed for use shall meet the following standards:
  - 1. Provisions for accurate, current and complete disclosure of the financial status of the City Emergency Solutions Grant (ESG) Program.
  - 2. Establishment of records, budgets, and expenditures for each approved activity.
  - 3. Subrecipient agrees to maintain financial records in accordance with 2 CFR part 200.

**X. Monitoring and Reporting**

- A. The Subrecipient is required to participate in the Homeless Management Information System (HMIS) of the Continuum of Care (CoC). Victim service providers may enter data into a comparable database that does not collect identifying information. The comparable database must be in compliance with HUD data standards. Projects must be able to generate the required Comma Separated Value (CSV) reports from the HMIS or comparable database for uploading into HUD's reporting system Sage.
- B. The Grantee shall monitor the activities of the Subrecipient Supplemental Emergency Solutions (ESG) Grant Program including: client files, financials, and policies and procedures to assure that all program requirements are being met.
- C. The Subrecipient shall submit a Monthly Report to the City. For the purposes of this grant. A Monthly Report is to be submitted to the City in a format determined by the City on or before the tenth day after the end of each month. A Monthly Report shall be submitted for each month, or portion thereof, during the Period of performance as provided by Section IV above.

- D. The Subrecipient shall submit quarterly ESG Consolidated Annual Performance Evaluation Report (CAPER) reports. The quarterly reports will be cumulative, reporting on the clients served in the previous quarter plus clients enrolled during the reporting quarter. The quarterly reports must be sent to the City for submission to KHRC. In addition to the quarterly reports, agencies will still be required to an annual ESG CAPER report in SAGE.

Please see below the reporting periods.

- a. Quarter 1 (Jan 1- March 30) due on April 15<sup>th</sup>
  - b. Quarter 2 (Jan 1 – June 30) due on July 15<sup>th</sup>
  - c. Quarter 3 (Jan 1 – September 30) due on October 15<sup>th</sup>
  - d. Quarter 4 (Jan 1 – December 31) due on January 15<sup>th</sup>
- E. The Subrecipient shall submit CAPER data into the Sage System via a link provided by the City for the annual CAPER submission to HUD for the reporting period of January 2024 to December 2024 by January 2025 and for the period of January 2025 to December 2025 by January 2026.
  - F. From time to time, as requested in writing by the City, the Subrecipient shall submit such data and other information as the City may require.
  - G. Failure to report as required or to respond to requests for the data or information in a timely manner shall be grounds for suspension or termination of the Grant at the discretion of the City.

#### XI. Program Closeout

- A. Program closeout is the process by which the City determines that all applicable actions and all required work of the program including audit and resolution of audit finds have been completed and that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from City monitoring visits must be cleared prior to closeout.
- B. Program closeout will occur when all Subrecipient projects are closed, when audits for the appropriate times periods, if applicable, have been conducted and the audit reports have been submitted to the City.
- C. The City will recapture any unexpended grant funds after the ending date of the sub grand award. The Subrecipient will be required to return any unexpended grant funds to the Grantee after the end date of the grant period unless awarded an extension to use the grant funds.

#### XII. Retention of and Access of Records

- A. The Subrecipient shall keep and maintain at a minimum, financial records, supporting documents, statistical records, and all other records pertinent to this program, that demonstrate the expenditures meets the requirements set forth in the funded application for a period of no less than five years,
- B. Subrecipient shall maintain program and fiscal records and retain such records for a minimum of five years (24 CFR 576.65(a) after completion of the Grantee's Final Report to the City or until completion of the City's Audit Report.
- C. Authorized representatives of the City, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, or property belonging to, or in use by, the Supplemental Emergency Solutions Grant (ESG) Program as may be necessary to make audits, examinations, excerpts, and transcripts.

**XIII. Audit Requirements**

- A. The Subrecipient shall arrange for the performance of annual financial/compliance audits of its organization. An independent qualified auditor must perform all audits.
- B. Subrecipient is required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than one year after the end of the audit period unless agreed to by the City.

**XIV. Termination for Convenience**

- A. The City or Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results that commensurate with the further expenditure of funds.
- B. The City and Subrecipient shall agree upon the termination conditions, including the effective date and in the case of partial terminations, the portion to be terminated.
- C. If the project is terminated before its completion, an amount equal to the Emergency Solutions Grant Funds disbursed for the project must be paid by the Subrecipient to the City. Such funds are due within thirty (30) days of the date of project cancellation.

**XV. Suspension or Termination-for-Cause**

- A. The City may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Subrecipient, withhold further payments or prohibit the Subrecipient from incurring additional obligations of grant funds when it is determined that the Subrecipient has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Subrecipient or a decision by the City to terminate the grant.
- B. The City, after 45-day written notice, may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Subrecipient has failed to substantially comply with the conditions of this Agreement. The City shall promptly notify the Subrecipient in writing, of the determination and the reason for the termination, together with the effective date.
- C. No Local Government or nonprofit organization may participate in the ESG funded program in any capacity or be a recipient of Federal funds designated for this program if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**XVI. Conflict of Interest**

- A. No member of the Governing Body, officer or employee of the Subrecipient or its designee or agents, or any other person who exercises any functions or responsibilities with respect to the Emergency Solutions Grant may be assisted by the program during their tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- B. The Subrecipient shall incorporate or cause to be incorporated, in all third-party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- C. The Subrecipient shall not employ, nor shall permit any third party to employ any employee of the City.

**XVII. Equal Opportunity**

Subrecipient shall conduct and administer the grant in conformity with the Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended), the Fair Housing Act (42 USC 3601-20), Age Discrimination Act of 1975 (42 USC 6107-07) and Section 504 of Rehabilitation Act of 1973 (29 USC 794) and will affirmatively further fair housing.

**XVIII. Revisions and Amendment and Approvals**

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

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CITY OF PITTSBURG, KANSAS

Community Health Center of Southeast Kansas

**X**

**X**

Stu Hite

Title: Mayor, City of Pittsburg

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

Date: November 26, 2024

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

BUDGET ITEMIZATION  
 KANSAS EMERGENCY SOLUTIONS GRANT PROGRAM  
 KANSAS HOUSING RESOURCES CORPORATION

Sub Recipient's Name	Sub Recipient's Address
City of Pittsburg	201 W. 4th Street, Pittsburg, Kansas 66762

APPROVED ESG EXPENSES

FOR SUB-AWARDEE

Community Health Center of Southeast Kansas

**STATE ESG FUNDS** (See ESG Eligible Amount Activities.)

Street Outreach <i>(List standard sub items with planned expenses.)</i>	\$ 17,201.00
Engagement, Case Management, Transportation, Services for special populations	
Emergency Shelter <i>(List standard sub items with planned expenses.)</i>	\$ 0.00
Homeless Prevention <i>(List standard sub items with planned expenses.)</i>	\$ 0.00
Rapid Re-Housing <i>(List standard sub items with planned expenses.)</i>	\$ 0.00
HMIS <i>(List standard sub items with planned expenses.)</i>	\$ 0.00
<b>TOTAL APPROVED ESG EXPENSES</b>	<b>\$ 17,201.00</b>

BUDGET ITEMIZATION  
PAGE 2

LOCAL MATCHING FUNDS

AMOUNT

Donated Materials or Buildings	\$	
Value of Lease	\$	
Staff Salaries	\$	19,763.00
Director of Building Health Inc.		
Volunteer Time	\$	
Other Non-ESG Sources	\$	
<b>TOTAL MATCHING FUNDS</b>	<b>\$</b>	<b>19,763.00</b>

(Must equal Total Approved ESG Expenses.)

I, the undersigned, approve this Budget Itemization.

**Financial Officer of Sub-Recipient Responsible for ESG Account**

November 26th, 2024

Signature

Date

Su Hite

Mayor, City of Pittsburg

Name

Title

620-231-4100

620-232-3453

Telephone #

Fax #



**PITTSBURG PUBLIC  
HOUSING AUTHORITY**

101 N Pine St -  
Pittsburg KS 66762

(620) 232-1210  
www.pittks.org  
FAX: (620) 232-3453  
Email: section8@pittks.org

**INTEROFFICE MEMORANDUM**

To: City Commissioners, Daron Hall, Tammy Nagel  
From: Megan Keener, Assistant Director of Housing  
CC: Kim Froman, Director of Community Development and Housing  
Date: November 19, 2024  
Subject: Agenda Item: November 26, 2024  
Acceptance of the 2022 Tenant Based Rental Assistance Grant (TBRA)

The Kansas Housing Resources Corporation (KHRC) has awarded the City of Pittsburg \$50,000 in Tenant Based Rental Assistance (TBRA) funding for the program year of 2022. The City of Pittsburg received the notice of award in October of 2022, but we were unable to use the funds until any previous grant was at least 75% expended. We currently finished the 2021 TBRA grant, we have served 153 households and roughly 392 individuals.

The Pittsburg Public Housing Authority (PHA) will be using this funding to subsidize security deposits for low-income households. The PHA staff estimate that this funding will provide an average security deposit payment of \$653 to assist 80 households, or roughly 200 individuals.

The security deposit assistance program has been very useful in the past by helping individuals/families relocate into safer and more affordable housing. The security deposit assistance is open to any household that finds a unit within the city limits of Pittsburg, meets the 60% Area Median Income for Crawford County and passes Housing Quality Standards (HQS) inspection. Of those served, we estimate that 10% will be moving from homelessness to housed, 38% will be single parent households, 22% will be families, and 30% will be elderly or disabled.

Staff is recommending that the Commission approve the acceptance of this grant and authorize the Mayor to sign the necessary documents. Please contact me with any questions.

Respectfully Submitted,

Megan Keener  
Assistant Director of Housing

Enclosed:

- Letter of Award for 2022 TBRA Grant
- Grant Agreement
- Authorized Signature Designation Form
- Attachment A – Description of Activities





October 20, 2022

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

**Re: 2022 TBRA Grants**

Dear Mr. Holmes:

Kansas Housing Resources Corp. has completed application reviews for the 2022 Tenant Based Rental Assistance Program. City of Pittsburg has been awarded a grant in the amount of \$50,000. Your agency will also receive 7% above the award amount for fees to perform income certifications and HQS inspections.

We have changed our method of issuing the grant award documents. In order to condense the number of grants an agency has open, we are requiring only two open grants at a time. Additionally, when requesting your grant document for 2022, any previous grants should be at least 75% expended.

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

Please contact me at [chowerton@kshousingcorp.org](mailto:chowerton@kshousingcorp.org) or 785-217-2025 should you have any questions regarding these changes. Thank you for your valued partnership with KHRC in the Tenant Based Rental Assistance Program.

Sincerely,

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

Cynthia Howerton  
TBRA Program Manager

**HOME Investment Partnerships Program**  
**State of Kansas**  
CFDA No. 14.239

**Grant Agreement No. M-22-SG-20-0180**

**By and between the**

**Kansas Housing Resources Corporation (KHRC)**

**And**

**City of Pittsburg**  
**SAMS No: XNPHH08RAQH1**

**I. Grant Agreement**

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

**II. Authority**

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

**III. Description of Activities**

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

**IV. Period of Performance & Commitment**

- A. The period of performance for all activities assisted by this Agreement shall commence upon grant execution, hereinafter called the "Commencement Date," and shall be complete on **November 1, 2025**, hereinafter called the "Completion Date," except those activities required for closeout.
- B. All **FFY 2022** funds must be committed to projects according to the HOME Rule by **November 1, 2025**, hereinafter called the "Commitment Date."

V. **Compensation**

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Corporation shall provide the Grantee a total of **\$50,000** in Federal HOME funds. In addition, up to 7% of the amount awarded for direct assistance may be requested for program delivery costs/administration. The Grantee will be reimbursed according to the schedule provided for eligible costs including inspections and re-inspections, income certifications and re-certifications. If the 7% administration is not drawn by the time the subsidy is fully expended, the remaining administration will not be reimbursed but may be converted to subsidy with KHRC approval. No other administrative fee will be provided.
- B. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$50000**. Any additional funds required to complete the program activities set forth in this Agreement will be the responsibility of the Grantee.
- C. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Corporation may terminate or amend this Agreement and will not be obligated to pay the Grantee from State Revenues.
- D. The Grantee shall not anticipate future funding from the Corporation beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Corporation to expend funds beyond the termination of this Agreement.

VI. **Indemnification**

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

VII. **Obligations of Grantee**

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

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

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

#### VIII. Program Costs

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

#### IX. Drawdown of Grant Funds

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

#### X. Depositories for Program Funds

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

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

XI. **Financial Management**

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

XII. **Program Income**

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

XIII. **Recordkeeping**

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

XIV. **Monitoring and Reporting**

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



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

XV. **Procurement Procedures**

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

XVI. **Program Closeout**

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

XVII. **Termination for Convenience**

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

XVIII. **Suspension or Termination-for Cause**

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

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

**XIX. Audit Requirements**

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

**XX. Retention of and Access to Records**

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

**XXI. Conflict of Interest**

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

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

**XXII. Equal Opportunity**

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

**XXIII. Lobbying**

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

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

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

**XXIV. Waiver of Enforcement**

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

**XXV. Revisions and Amendments and Approvals**

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

**XXVI. Contractual Provisions Attachment**

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

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

**Dated by the Corporation on \_\_\_\_\_.**

**KANSAS HOUSING RESOURCES CORPORATION**

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

Ryan Vincent  
Executive Director  
Kansas Housing Resources Corporation

**GRANTEE**

**City of Pittsburg**

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

**Stu Hite, Mayor  
City of Pittsburg**





## Attachment A-Description of Activities

**Agency:** City of Pittsburg

**Project Description:**

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

**Area to be served:**

City of Pittsburg

**Total Grant Amount:**

\$50,000

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	BROWN, HANNAH	UNPOST						
	M-CHECK	BROWN, HANNAH	UNPOST	V	11/14/2024	195248		42.76CR
	C-CHECK	VOID CHECK		V	11/07/2024	196502		
	C-CHECK	VOID CHECK		V	11/07/2024	196513		
	C-CHECK	VOID CHECK		V	11/14/2024	196522		
	C-CHECK	VOID CHECK		V	11/14/2024	196523		
	C-CHECK	VOID CHECK		V	11/14/2024	196528		
	C-CHECK	VOID CHECK		V	11/14/2024	196529		
	C-CHECK	VOID CHECK		V	11/14/2024	196543		
	C-CHECK	VOID CHECK		V	11/14/2024	196544		
	C-CHECK	VOID CHECK		V	11/14/2024	196545		
	C-CHECK	VOID CHECK		V	11/14/2024	196546		
	C-CHECK	VOID CHECK		V	11/14/2024	196547		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	12	VOID DEBITS 0.00 VOID CREDITS 42.76CR	0.00	42.76CR

TOTAL ERRORS: 0

VENDOR SET: 99	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			12	42.76CR	0.00	0.00
BANK:		TOTALS:	12	42.76CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0321	KP&F							
I-1783528	11-08-2024 PAYROLL	D	11/08/2024	55,724.53		000000		55,724.53
0728	ICMA							
I-11-08-2024 PAY	11-08-2024 PAYROLL	D	11/08/2024	1,211.56		000000		1,211.56
1050	KPERS							
I-1783527	11-08-2024 PAYROLL	D	11/08/2024	53,840.66		000000		
I-1783529	11-08-2024 PAYROLL	D	11/08/2024	159.40		000000		54,000.06
6415	GREAT WEST TANDEM KPERS 457							
I-1238619575	11-08-2024 PAYROLL	D	11/08/2024	4,446.00		000000		
I-1238702006	11-08-2024 PAYROLL	D	11/08/2024	672.00		000000		5,118.00
8526	HEALTH PLANS, INC							
I-11-08-2024 PAY	11-08-2024 PAYROLL	D	11/08/2024	4,043.17		000000		4,043.17
8866	SMITHSONIAN LLC							
I-202411056376	FOURTH DISBURSEMENT	E	11/06/2024	41,999.60		024042		41,999.60
8991	HARLEN'S VENUE							
I-202411056374	HARLEN'S VENUE PROJ INCENTIVE	E	11/06/2024	39,640.15		024043		39,640.15
8741	SHANE KANNAR							
I-202411056375	KANNARR EYE INCENTIVE	E	11/06/2024	65,000.00		024044		65,000.00
	101 N BROADWAY							
0551	A-7 AUSTIN, LTD							
I-44954	1000 BURGUNDY LASER CHECKS	E	11/08/2024	228.61		024045		228.61
0748	CONRAD FIRE EQUIPMENT							
I-579178	PIERCE PUMP TEST	E	11/08/2024	275.00		024046		
I-579179	PUMP TEST	E	11/08/2024	865.73		024046		
I-579180	PUMP TEST	E	11/08/2024	275.00		024046		
I-579181	PIERCE PUMP TEST	E	11/08/2024	275.00		024046		
I-579182	PIERCE PUMP TEST	E	11/08/2024	275.00		024046		
I-579407	PIERCE PUMPER SRS LIGHT	E	11/08/2024	476.95		024046		2,442.68
1478	KANSASLAND TIRE #1828							
I-39591	PD: 4 NEW TIRES	E	11/08/2024	648.00		024047		
I-39623	PD: RIGHT REAR TIRE REPAIR	E	11/08/2024	21.00		024047		669.00
8528	SARANN AUTO LEASING, INC.							
I-4552	LEASE VEHICLES	E	11/08/2024	680.00		024048		
I-4556	LEASE VEHICLES	E	11/08/2024	680.00		024048		
I-4614	LEASE VEHICLES	E	11/08/2024	680.00		024048		2,040.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8724	ASSURED PARTNERS CAPITAL, INC PROP & LIAB INS: 9 OF 12 PYMTS	E	11/08/2024	3,750.00		024049		3,750.00
8737	EK ENTERPRISE PIZZA FOR BALL CONCESSIONS	E	11/08/2024	231.00		024050		231.00
8782	ED MILLER AUTO SUPPLY BATTERY	E	11/08/2024	139.02		024051		
	I-035376 STRIP CRIMP CUT PLIER	E	11/08/2024	33.49		024051		
	I-035470 OIL FILTER: TRAFFIC GENERATOR	E	11/08/2024	5.33		024051		
	I-035589 BATTERY	E	11/08/2024	109.73		024051		
	I-035590 FUEL FILTER	E	11/08/2024	2.66		024051		
	I-035679 DEF FLUID, FUEL STABILIZER	E	11/08/2024	50.95		024051		
	I-036106 ANTIFREEZE	E	11/08/2024	9.99		024051		
	I-036177 FD: BATTERY	E	11/08/2024	138.50		024051		
	I-036436 FD: DEF FOR TRUCKS, CLEANER	E	11/08/2024	36.97		024051		
	I-036468 Q2 TURNTABLE CONTROL REPAIR	E	11/08/2024	84.62		024051		611.26
8836	PLACER LABS INC. PLATFORM ACCESS	E	11/08/2024	19,000.00		024052		19,000.00
8842	CARDS KS LLC WWTP: ROLLOFF SWAP X2	E	11/08/2024	400.00		024053		400.00
8990	WILLIAMS, KELLY XMAS TREE FUND	E	11/08/2024	2,939.29		024054		2,939.29
0046	ETTINGERS OFFICE SUPPLY MISC OFFICE SUPPLIES	E	11/08/2024	216.42		024055		
	I-563099-1 MISC OFFICE SUPPLIES	E	11/08/2024	39.95		024055		
	I-563146-0 MISC OFFICE SUPPLIES	E	11/08/2024	806.27		024055		
	I-563200-0 MISC OFFICE SUPPLIES	E	11/08/2024	252.81		024055		
	I-563209-0 MISC OFFICE SUPPLIES	E	11/08/2024	126.33		024055		
	I-563222-0 MISC OFFICE SUPPLIES	E	11/08/2024	806.59		024055		2,248.37
0055	JOHN'S SPORT CENTER, INC. D CRAZE: BOOTS	E	11/08/2024	150.00		024056		
	I-21913 R WATSON: BOOTS	E	11/08/2024	150.00		024056		300.00
0087	FORMS ONE, LLC BC: D HIEBSCH	E	11/08/2024	85.00		024057		85.00
0101	BUG-A-WAY INC 1506 N WALNUT: MONTHLY SERVICE	E	11/08/2024	55.00		024058		
	I-136819 303 MEM DR: MONTHLY SERVICE	E	11/08/2024	55.00		024058		
	I-136827 1301 N WALNUT: MONTHLY SERVICE	E	11/08/2024	50.00		024058		160.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0112	MARRONES INC							
I-117416	MISC JANITORIAL SUPPLIES	E	11/08/2024	36.98		024059		36.98
0194	KANSAS STATE TREASURER							
I-202411076386	OCT 2024 COURT FEES	E	11/08/2024	3,509.50		024060		3,509.50
0276	JOE SMITH COMPANY, INC.							
I-381711	PARKS: CONCESSIONS	E	11/08/2024	59.53		024061		59.53
0292	UNIFIRST CORPORATION							
I-1920081427	BAGGED WIPERS	E	11/08/2024	52.74		024062		52.74
0328	KANSAS ONE-CALL SYSTEM, INC							
I-4100444	276 LOCATES @ \$1.20	E	11/08/2024	331.20		024063		331.20
0534	TYLER TECHNOLOGIES INC							
I-130-151515	CAD EXPORT INTERFACE INSTALL	E	11/08/2024	2,480.00		024064		2,480.00
0583	DICKINSON INDUSTRIES INC							
I-224621	MAP PRINT	E	11/08/2024	91.00		024065		91.00
0597	CORNEJO & SONS LLC							
I-756079	MT OLIVE: ROCK	E	11/08/2024	607.25		024066		607.25
0829	CROWN PRODUCTS INC							
I-1078724	DECALS	E	11/08/2024	89.11		024067		89.11
1792	B&L WATERWORKS SUPPLY, LLC							
I-12695	CULVERT PIPE, TRACER WIRE, ETC	E	11/08/2024	1,430.00		024068		1,430.00
2921	DATAPROSE LLC							
I-DP2405044	OCTOBER 2024 FEES	E	11/08/2024	5,351.12		024069		5,351.12
2960	PACE ANALYTICAL SERVICES LLC							
I-2460214198	2 MONTHS LAB FEES 2024	E	11/08/2024	226.10		024070		
I-2460214452	2 MONTHS LAB FEES 2024	E	11/08/2024	709.50		024070		
I-2460214965	2 MONTHS LAB FEES 2024	E	11/08/2024	709.50		024070		
I-2460215455	2 MONTHS LAB FEES 2024	E	11/08/2024	868.40		024070		2,513.50
4618	TRESA LYNNE MILLER							
I-202411076387	OCT 2024 PROBATION FEES	E	11/08/2024	408.00		024071		408.00
5014	MID-AMERICA SANITATION INC.							
I-46604	303 MEM: TONNAGE DUMPED	E	11/08/2024	205.00		024072		
I-47068	303 MEM: TONNAGE DUMPED	E	11/08/2024	885.62		024072		1,090.62



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
5648	JASON WISKE I-NOV 2024 2024 COURT SERVICE FEE	E	11/08/2024	1,000.00		024073		1,000.00
5855	STERICYCLE, INC. I-8008722480 PD: SHREDDING	E	11/08/2024	189.52		024074		189.52
6175	HENRY C MENGHINI I-7505 OCTOBER 2024 PHOTOCOPIES I-7507 11-6-24 EDAC MEETING	E	11/08/2024	6.80		024075		276.80
6209	MYTOWN MEDIA I-6856-00021-0006 ADVERTISING	E	11/08/2024	166.67		024076		166.67
6851	SCHULTE SUPPLY INC I-S1209620.002 FREEZE FLEX GLOVES I-S1220522.002 SMOKE BOMBS	E	11/08/2024	96.00		024077		416.00
7023	BLEVINS ASPHALT CONSTRUCTION C I-10048 ASPHALT I-10055 ASPHALT I-10060 ASPHALT I-10069 ASPHALT I-10078 ASPHALT	E	11/08/2024	963.00		024078		5,785.20
7480	RODGER PETRAIT I-202411046373 UMPIRE	E	11/08/2024	75.00		024079		75.00
7629	EARLES ENGINEERING & INSPECTIO I-17568 OCT 2024 PO 13663	E	11/08/2024	4,370.00		024080		4,370.00
7667	BRENT'S ELECTRIC, LLC I-2839 WTR TX PLANT: SERVICE WELL 10	E	11/08/2024	2,269.46		024081		2,269.46
7806	CORE & MAIN LP I-V566365 METERING INFRASTRUCTURE I-V566365 AP METERING INFRASTRUCTURE PO 13560A	E	11/08/2024	7,071.25		024082		40,000.00
7852	TRIA HEALTH, LLC I-1124-0122 NOVEMBER 2024	E	11/08/2024	1,621.33		024083		1,621.33
8147	CHEM-AQUA, INC. I-8894249 WATER TREATMENT PROGRAM SHORT PAY \$42.00 AS WE ARE TAX EXEMPT	E	11/08/2024	466.65		024084		466.65

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8200	PLUNKETT'S PEST CONTROL INC							
I-8872403	NOV 2024 PEST CONTROL	E	11/08/2024	1,178.85		024085		1,178.85
8326	KAYLYN HITE							
I-NOV 2024	2024 COURT SERVICE FEE	E	11/08/2024	1,000.00		024086		1,000.00
8425	DARREN ADAMS							
I-21529	FIRE: Q3 REPAIRS	E	11/08/2024	3,969.71		024087		3,969.71
8649	UPLINK, LLC							
I-19746	CITY HALL: SECURITY MONITORING	E	11/08/2024	27.00		024088		27.00
8732	BRANDON SPEAR							
I-202411046370	UMPIRE	E	11/08/2024	200.00		024089		200.00
8967	JAY MELSON							
I-202411046371	UMPIRE	E	11/08/2024	100.00		024090		100.00
6528	GALE GROUP/CENGAGE							
I-85832909	BOOKS	E	11/15/2024	29.59		024091		
I-85854501	BOOKS	E	11/15/2024	22.39		024091		
I-85891645	BOOKS	E	11/15/2024	43.19		024091		
I-85912264	BOOKS	E	11/15/2024	22.39		024091		117.56
7392	ASSURECO RISK MANAGEMENT & REG							
I-13744	NOV 2024 EPA RMP COMPLIANCE	E	11/15/2024	350.00		024092		350.00
7994	ASBELL TRUCKING INC							
I-PAY APP # 4	SW INDUSTRIAL PARK PROJ	E	11/15/2024	46,088.58		024093		46,088.58
8211	UMB BANK N.A.							
I-202411146405	OCT 2024 TDD SALES TAX	E	11/15/2024	9,393.81		024094		9,393.81
8236	NORTHGATE ASSOCIATES LLC							
I-202411146407	OCT 2024 CID	E	11/15/2024	7,006.57		024095		7,006.57
8400	TK ELEVATOR CORPORATION							
I-6000757799	STILWELL APARTMENTS: 50% DOWN	E	11/15/2024	6,842.82		024096		6,842.82
	SHORT PAY BY \$660.33 AS WE ARE TAX EXEMPT							
8467	WASTE CORPORATION OF KANSAS, L							
I-BL0000007037	LANDFILL DROP	E	11/15/2024	5,077.25		024097		
I-LQ02494893	PART WASHER	E	11/15/2024	231.16		024097		5,308.41

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8703	THE BLUE SPOON LLC I-202411126390	E	11/15/2024	207.10		024098		207.10
8708	NOTCH 8, LLC I-2024-10	E	11/15/2024	20,134.28		024099		20,134.28
8775	PITTSBURG INVESTORS, LLC I-202411146406	E	11/15/2024	14,461.57		024100		14,461.57
8782	ED MILLER AUTO SUPPLY I-036777	E	11/15/2024	8.99		024101		8.99
8841	STAR WHOLESALE SUPPLY CO INC I-5577202	E	11/15/2024	102.99		024102		102.99
0044	CRESTWOOD COUNTRY CLUB I-OCT 31/24 DH	E	11/15/2024	368.00		024103		368.00
0046	ETTINGERS OFFICE SUPPLY I-563081-0	E	11/15/2024	687.83		024104		687.83
0054	JOPLIN SUPPLY COMPANY I-S4911936.001	E	11/15/2024	4,025.12		024105		
	I-S4911940.001	E	11/15/2024	3,340.88		024105		
	I-S4916183.002	E	11/15/2024	200.00		024105		
	I-S4918922.001	E	11/15/2024	1,271.76		024105		
	I-S4919422.001	E	11/15/2024	1,530.88		024105		
	I-S4922107.001	E	11/15/2024	20.91		024105		
	I-S4922107.002	E	11/15/2024	1,409.72		024105		
	I-S4925523.001	E	11/15/2024	552.00		024105		
	I-S4927778.001	E	11/15/2024	3,186.88		024105		15,538.15
0055	JOHN'S SPORT CENTER, INC. I-21948	E	11/15/2024	150.00		024106		150.00
0087	FORMS ONE, LLC I-060750	E	11/15/2024	85.00		024107		
	I-060964	E	11/15/2024	1,564.99		024107		1,649.99
0101	BUG-A-WAY INC I-136218	E	11/15/2024	30.00		024108		30.00
0112	MARRONES INC I-W116310	E	11/15/2024	31.35		024109		31.35

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0133 I-1215	JIM RADELL CONSTRUCTION COMPAN SW IND PARK: WATERLINE	E	11/15/2024	10,800.00		024110		10,800.00
0199 I-681511	KIRKLAND WELDING SUPPLIES WASTEWATER: NITROGEN LEASE	E	11/15/2024	28.00		024111		28.00
0207 I-201500	PEPSI-COLA BOTTLING CO OF PITT FD: WATER	E	11/15/2024	523.50		024112		523.50
0276 I-385286	JOE SMITH COMPANY, INC. 4 OAKS: CONCESSIONS	E	11/15/2024	115.42		024113		115.42
0294 I-525007	COPY PRODUCTS, INC. COPIER MAINTENANCE	E	11/15/2024	1,594.05		024114		1,594.05
0317 I-19507	KUNSHEK CHAT & COAL CO, INC. AB-3 ROCK	E	11/15/2024	1,007.65		024115		1,007.65
0422 I-7557583	DEMCO, INC DIG SINGLE BARCODE LABELS	E	11/15/2024	324.10		024116		324.10
0438 I-29677	PAUL KEYS 1406 S COLLEGE REPAIRS	E	11/15/2024	450.00		024117		450.00
0476 I-11-6-24	TRIAD ENVIRONMENTAL SERVICE AIRPORT: INSPECTION	E	11/15/2024	512.00		024118		512.00
0577 I-202411136397	KANSAS GAS SERVICE HOUSING: MONTHLY SERVICE	E	11/15/2024	45.62		024119		45.62
0650 I-8918	HOME CENTER CONSTRUCTION WTP 8' VINYL FENCE	E	11/15/2024	28,000.00		024120		28,000.00
0746 I-W21166	CDL ELECTRIC COMPANY INC MACC: DISHWASHER REPAIR	E	11/15/2024	90.00		024121		90.00
0779 I-202411126392	PITTSBURG COMMUNITY THEATRE "FEW GOOD MEN" SETTLEMENT	E	11/15/2024	4,780.65		024122		4,780.65
0866 I-021491369	AVFUEL CORPORATION JET FUEL 7464.0	E	11/15/2024	21,909.90		024123		21,909.90
1657 I-1067	CRAWFORD COUNTY HEALTH DEPT EMPLOYEE FLU SHOTS	E	11/15/2024	1,365.00		024124		1,365.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1792	B&L WATERWORKS SUPPLY, LLC							
I-12507	FORD CLAMP, INSERTS	E	11/15/2024	1,482.60		024125		
I-12805	METER BOX, EXT RING, LID, ETC	E	11/15/2024	2,838.00		024125		
I-13082	FORD TAP SLEEVE	E	11/15/2024	681.99		024125		5,002.59
4307	HENRY KRAFT, INC.							
I-461375-1	LIBRARY: MISC JANITORIAL SUPPL	E	11/15/2024	119.27		024126		
I-462012	LIBRARY: MISC JANITORIAL SUPPL	E	11/15/2024	59.59		024126		178.86
4766	ACCURATE ENVIRONMENTAL LLC							
I-SU38517	MISC CHEMICALS	E	11/15/2024	3,068.44		024127		3,068.44
5049	CRH COFFEE INC							
I-1611790	4 OAKS: COFFEE	E	11/15/2024	49.90		024128		49.90
6230	THE MAZUREK LAW OFFICE LLC							
I-20238	LEGAL SERVICES	E	11/15/2024	200.00		024129		
I-20239	LEGAL SERVICES	E	11/15/2024	75.00		024129		275.00
7023	BLEVINS ASPHALT CONSTRUCTION C							
I-10121	ASPHALT	E	11/15/2024	968.40		024130		968.40
7127	UNIQUE MANAGEMENT SERVICES, IN							
I-6132736	10-7/10-14/10-28 PLACEMENTS	E	11/15/2024	81.55		024131		81.55
7407	LIMELIGHT MARKETING LLC							
I-6825	PHP UPGRADE/FIXES 2 OF 2	E	11/15/2024	2,500.00		024132		
I-6826	OCT 2024 RETAINER OVERAGES	E	11/15/2024	407.50		024132		2,907.50
7427	OLSSON INC							
I-515683	DOWNTOWN DEVELOPMENT	E	11/15/2024	16,800.00		024133		16,800.00
7629	EARLES ENGINEERING & INSPECTIO							
I-17623	NOVEMBER 2024	E	11/15/2024	4,370.00		024134		
I-17625	LIME PIT ENGINEERING	E	11/15/2024	948.00		024134		
I-17626	SW INDUSTRIAL OBSERVATION	E	11/15/2024	10,779.50		024134		16,097.50
7793	QUEENB TELEVISION OF KANSAS/MI							
I-99864-2	WEATHER CAMERA	E	11/15/2024	1,500.00		024135		1,500.00
7839	VISION SERVICE PLAN INSURANCE							
I-821597760	NOVEMBER 2024	E	11/15/2024	2,299.76		024136		2,299.76



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7930	SANDERSON PIPE CORPORATION							
I-INV94655	ROSE ST WATERLINE PROJ	E	11/15/2024	6,060.00		024137		
I-INV94656	ROSE ST WATERLINE PROJ	E	11/15/2024	13,872.00		024137		19,932.00
8238	US BANCORP GOVT LEASING & FINA							
I-541500658	ACCT: 077-0000243-003	E	11/15/2024	155,112.48		024138		155,112.48
8309	MISSISSIPPI LIME COMPANY							
I-CD34980	2024 CALCIUM OXIDE	E	11/15/2024	9,929.47		024139		9,929.47
8337	BLACKSTONE AUDIO, INC.							
I-2174265	AUDIO BOOKS	E	11/15/2024	40.50		024140		40.50
8535	HEALTH PLANS, INC							
I-10/16/2024	NOVEMBER 2024	E	11/15/2024	48,951.98		024141		48,951.98
8605	WOODRIVER ENERGY LLC							
I-420059	OCTOBER 2024 SERVICE	E	11/15/2024	1,016.11		024142		1,016.11
8985	MARK CASTOR							
I-1045	ADDITIONAL TREE REMOVAL	E	11/15/2024	18,200.00		024143		18,200.00
8703	THE BLUE SPOON LLC							
I-202411156409	STATE OF CITY MAYORS BREAKFAST	E	11/18/2024	4,200.00		024144		4,200.00
6154	4 STATE MAINTENANCE SUPPLY INC							
I-677942	MISC JANITORIAL SUPPLIES	R	11/07/2024	178.12		196493		178.12
0516	AMERICAN CONCRETE CO INC							
I-90565845	704 ELMWOOD: CONCRETE	R	11/07/2024	869.00		196494		
I-90566326	710 W 9: CONCRETE	R	11/07/2024	382.50		196494		
I-90568635	PSU CART PATH: CONCRETE	R	11/07/2024	3,306.00		196494		
I-90569084	AIRPORT: CONCRETE	R	11/07/2024	2,020.00		196494		6,577.50
8278	GERSON BOCANEGRA							
I-10-30-24	2 HR INTERPRETER SERVICE	R	11/07/2024	50.00		196495		
I-11-06-24	1 HR INTERPRETER SERVICE	R	11/07/2024	25.00		196495		75.00
1	CASSIDY, JULIA							
I-202411066377	CASSIDY, JULIA: CANCELLATION LINCOLN CENTER BABY SHOWER	R	11/07/2024	100.00		196496		100.00
4263	COX COMMUNICATIONS KANSAS LLC							
I-202411066378	FD 2: MONTHLY SERVICE	R	11/07/2024	82.21		196497		82.21

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263 I-202411066379	COX COMMUNICATIONS KANSAS LLC FD 1: MONTHLY SERVICE	R	11/07/2024	57.73		196498		57.73
4263 I-202411066380	COX COMMUNICATIONS KANSAS LLC PD: MONTHLY SERVICE	R	11/07/2024	104.95		196499		104.95
4263 I-202411076383	COX COMMUNICATIONS KANSAS LLC FD 3: MONTHLY SERVICE	R	11/07/2024	78.21		196500		78.21
7517 I-202411076382	CRAW-KAN TELEPHONE COOPERATIVE NOV 2024 MONTHLY SERVICE	R	11/07/2024	1,999.95		196501		1,999.95
7541 I-117661227	DEERE AND COMPANY JD BUNKER & FIELD RAKE	R	11/07/2024	19,687.80		196503		19,687.80
7116 I-GW Y10137	EMC INSURANCE COMPANIES ATT CLAIM: E 22 & N ROUSE	R	11/07/2024	500.00		196504		500.00
8430 I-4251542-001 I-4303731-000 I-4303731-000 AP PO # 13761 I-4470585-000	EQUIPMENTSHARE.COM, INC CASE 580SN BACKHOE CASE 580SN BACKHOE CASE 580SN BACKHOE CASE - FAN DRIVE, COUPLING,ETC	R R R R	11/07/2024 11/07/2024 11/07/2024 11/07/2024	4,095.69 641.35 398.15 730.10		196505 196505 196505 196505		5,865.29
8935 I-202478	CURTISS E & KRIS HEMBY PD/FD: UNIFORM CLEANING	R	11/07/2024	339.50		196506		339.50
0226 I-202411046372	KDOR LIQUOR TAX OCT 2024 LIQUOR TAX	R	11/07/2024	19.28		196507		19.28
6102 I-C313F610	KANSAS LAW ENFORCEMENT TRAININ CERT FEE FOR ROPES X 4	R	11/07/2024	120.00		196508		120.00
7804 I-14885	MARTIN PROFESSIONAL, LLC PD: CLEAN CARPETS	R	11/07/2024	4,213.80		196509		4,213.80
7601 I-202411076384	MEYER LAW FIRM, LLC LEGAL SERVICES	R	11/07/2024	530.00		196510		530.00
1 I-202411066381 PAYROLL CK #2909660	MITCHELL, COLE MITCHELL, COLE:	R	11/07/2024	47.28		196511		47.28

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8505	PITTSBURG PUBLISHING COMPANY,							
I-11382	LEGALS: PUB HEAR WWTP IMPROVE	R	11/07/2024	69.50		196512		
I-11383	LEGALS: WWTP PUB HEAR ALT IMP	R	11/07/2024	62.55		196512		
I-11384	LEGALS: ORD G-1362	R	11/07/2024	48.65		196512		
I-11385	LEGALS: BUDGET HEAR NOTICE	R	11/07/2024	104.25		196512		
I-12804	LEGALS: SEP FINANCE CHARGE	R	11/07/2024	17.01		196512		
I-13447	LEGALS: OCT FINANCE CHARGE	R	11/07/2024	17.01		196512		
I-13491	LEGALS: PUB NOT 507 N FAIRVIEW	R	11/07/2024	208.50		196512		
I-APRIL2023	LEGALS: APRIL 2023 CHARGES	R	11/07/2024	194.60		196512		
I-FEB2023	LEGALS: FEB 2023 CHARGES	R	11/07/2024	236.30		196512		
I-JAN2023	LEGALS: JAN 2023 CHARGES	R	11/07/2024	111.20		196512		
I-MARCH2023	LEGALS: MARCH 2023 CHARGES	R	11/07/2024	305.80		196512		1,375.37
7203	PARKSON CORPORATION							
I-AR1/51041555	HOSE X 10, WHEEL 18"	R	11/07/2024	3,814.00		196514		3,814.00
1343	PITTSBURG KIWANIS CLUB							
I-2025	KIM VOGEL DUES	R	11/07/2024	300.00		196515		300.00
1	SEKHRA							
I-202411076385	SEKHRA:	R	11/07/2024	40.00		196516		40.00
	KIM VOGEL DUES 2025							
6377	SOUTHEAST KANSAS RECYCLING CEN							
I-10312024X	LARGE DROP OFF	R	11/07/2024	1,000.00		196517		1,000.00
5589	CELLCO PARTNERSHIP							
I-9976985180	CITY I-PADS: MONTHLY SERIVCE	R	11/07/2024	97.69		196518		97.69
0516	AMERICAN CONCRETE CO INC							
I-90569813	4 & CIRCLE FIRE: CONCRETE	R	11/14/2024	616.25		196520		616.25
0523	AT&T							
I-202411126389	MONTHLY SERVICE	R	11/14/2024	14,319.15		196521		14,319.15
8278	GERSON BOCANEGRA							
I-11-13-24	1 HR INTERPRETER SERVICE	R	11/14/2024	25.00		196524		25.00
1	BROWN, HANNAH							
I-202411136400	BROWN, HANNAH:	R	11/14/2024	42.76		196525		42.76
	PAYROLL # 02893636							
5759	COMMUNITY HEALTH CENTER OF SEK							
I-2646	EE TESTING	R	11/14/2024	725.00		196526		725.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7657	COPY PRODUCTS, INC. COPIER LEASE	R	11/14/2024	1,373.00		196527		1,373.00
4263	COX COMMUNICATIONS KANSAS LLC MACC: MONTHLY SERVICE	R	11/14/2024	96.54		196530		96.54
4263	COX COMMUNICATIONS KANSAS LLC MONTHLY SERVICE: NOV 2024	R	11/14/2024	703.04		196531		703.04
4263	COX COMMUNICATIONS KANSAS LLC MONTHLY SERVICE: NOV 2024	R	11/14/2024	395.57		196532		395.57
1108	EVERGY KANSAS CENTRAL INC MACC: MONTHLY SERVICE	R	11/14/2024	5,982.39		196533		
	I-202411136396 SERVICE CONNECT CHARGE	R	11/14/2024	5.92		196533		5,988.31
1	HARRISON, PAULA HARRISON, PAULA: CANCELLATION OF LINCOLN CENTER: GRAD PARTY	R	11/14/2024	100.00		196534		100.00
0082	KS DEPT OF AGRICULTURE APPLICATION FOR PERMIT	R	11/14/2024	100.00		196535		100.00
3720	KWEA WAGNER: CERTIFICATION	R	11/14/2024	40.00		196536		
	I-202411136399 NEWPORT: CERTIFICATION	R	11/14/2024	40.00		196536		80.00
8505	PITTSBURG PUBLISHING COMPANY, LEGALS: IND REVENUE BOND-BESSE	R	11/14/2024	125.10		196537		
	I-13617 LEGALS: GENERATOR INSPECTION	R	11/14/2024	104.25		196537		
	I-13618 LEGALS: ELEVATOR MAINTENANCE	R	11/14/2024	90.35		196537		
	I-13619 LEGALS: BULK OIL AND DEF	R	11/14/2024	90.35		196537		410.05
8507	PITTSBURG PUBLISHING COMPANY, CHURCH DEVO/DIRECTORY PAGE	R	11/14/2024	15.00		196538		
	I-13070 CHURCH DEVO/DIRECTORY PAGE	R	11/14/2024	15.00		196538		
	I-13193 CHURCH DEVO/DIRECTORY PAGE	R	11/14/2024	15.00		196538		
	I-13337 CHURCH DEVO/DIRECTORY PAGE	R	11/14/2024	15.00		196538		
	I-13673 SKYSCRAPER DIGITAL AD	R	11/14/2024	275.00		196538		335.00
8118	FRANK E ROBISON FIRE HELMET SHIELDS/STRAPS	R	11/14/2024	280.00		196539		280.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	ROSENSTIEL, JAMIE I-202411136403 CANCELLATION OF LINCOLN CENTER - BDAY PARTY	R	11/14/2024	100.00		196540		100.00
6377	SOUTHEAST KANSAS RECYCLING CEN I-10312024K OCTOBER PICKUPS	R	11/14/2024	50.00		196541		50.00
5589	CELLCO PARTNERSHIP I-9977667174 SPECIAL CIRCUITS I-9977694432 CITY CELL PHONES	R	11/14/2024	369.54		196542		16,231.58
1	WEIDERT, HEATH I-202411136404 WEIDERT, HEATH: 2205 S STILWELL DRIVEWAY REPAIR	R	11/14/2024	6,299.70		196548		6,299.70
1	PRO X PROPERTY SOLUTIONS I-202411156408 PRO X PROPERTY SOLUTIONS: DALTON BARWICK - 50/50 SIDEWALK PROGRAM 308 W FORREST	R	11/15/2024	921.43		196549		921.43

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	45	96,396.06	0.00	96,396.06
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	5	120,097.32	0.00	120,097.32
EFT:	103	769,543.63	0.00	769,543.63
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
			153	986,037.01	0.00	986,037.01
BANK: 80144	TOTALS:		153	986,037.01	0.00	986,037.01
REPORT TOTALS:			153	986,037.01	0.00	986,037.01

Passed and Approved this 26th day of November, 2024.

\_\_\_\_\_  
 Stu Hite, Mayor

Attest:

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



## Memorandum

TO: Daron Hall, City Manager

FROM: Blake Benson, Economic Development Director

DATE: November 20, 2024

SUBJECT: November 26, 2024 Agenda Item  
Heritage Tractor (Muth Properties, LLC) IRB property tax  
exemption request

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Heritage Tractor (Muth Properties, LLC) recently completed an expansion that added 30,000 square feet of distribution and service space. This was an investment of over \$7 million by the company that has 21 locations in three states.

In June 2023, the Pittsburg City Commission approved a request by Heritage Tractor to utilize an Industrial Revenue Bond, which provided a sales tax exemption for construction materials. At that time, Heritage Tractor indicated that it also intended to apply for a property tax exemption at the end of the project. The company has since made application for a ten-year property tax exemption, which is consistent with the City's policy given the amount of their investment.

The Economic Development Advisory Committee (EDAC) considered this request at its November 6, 2024, meeting and voted to recommend approval of the IRB property tax exemption for a period of ten years.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, November 26, 2024. Action being requested is approval or denial of the recommendation and authorization for the Mayor to sign the appropriate documents.



(Published in *The Morning Sun*, November 16, 2024)

**NOTICE OF PUBLIC HEARING  
AND OF  
ISSUANCE OF INDUSTRIAL REVENUE BONDS**

Public notice is hereby given that the governing body of the City of Pittsburg, Kansas (the "Issuer"), will conduct a public hearing on November 26, 2024 at 5:30 p.m., or as soon thereafter as may be heard in the City Commission Room in the Law Enforcement Center, 201 N. Pine, Pittsburg, Kansas in regard to the issuance by the Issuer of its Industrial Revenue Bonds (Heritage Tractor Project), in one or more series, in a principal amount not to exceed \$7,500,000 (the "Bonds") and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. The Bonds are proposed to be issued by the Issuer under authority of K.S.A. 12-1740 *et seq.*, as amended, to pay the costs of the acquisition, construction and equipping of a commercial facility to be located at 1076 US-69 in the city. The Issuer further intends to lease such facility to Muth Properties LLC, a Kansas limited liability company (the "Tenant"). The governing body of the Issuer will not adopt a resolution authorizing the issuance of such revenue bonds until the public hearing has been concluded.

Notice is further given, in accordance with K.S.A. 12-1744e, that the Issuer intends to issue the Bonds and lease the facility to the Tenant as set out above.

A copy of this Notice, together with a copy of the inducement resolution of the Issuer adopted on June 13, 2023, and a draft of the amending inducement resolution of the Issuer to be considered for adoption on November 26, 2024, indicating the intent of the governing body of the Issuer to issue such Bonds and a report analyzing the costs and benefits of such property tax exemption are on file in the office of the Clerk, or will be as soon as completed, and available for public inspection during normal business hours.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place above specified.

Dated: November 16, 2024

THE CITY OF PITTSBURG, KANSAS

Tammy Nagel, City Clerk

**RESOLUTION NO. 1289**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS AMENDING RESOLUTION NO. 1269 DETERMINING THE ADVISABILITY OF ISSUING INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS**

**WHEREAS**, the City of Pittsburg, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Pittsburg, Kansas, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

**WHEREAS**, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act") and Resolution No. 1269, the Issuer expressed its intent to issue revenue bonds in a principal amount not to exceed \$7,500,000, in one or more series, to pay the costs of the acquisition, construction and equipping of a commercial facility (the "Project") to be located in the Issuer and leased to Heritage Tractor, Inc., a Kansas corporation, or another legal entity to be formed by the principals of Heritage Tractor, Inc.; and

**WHEREAS**, subsequent to adoption of Resolution No. 1269, Heritage Tractor, Inc. has determined that the Project will be leased by the Issuer to an affiliated entity, Muth Properties LLC, a Kansas limited liability company (the "Tenant") and that the Project will be exempt from ad valorem property taxes for a period up to ten years; and

**WHEREAS**, the Issuer finds and determines it to be advisable and in the interest and for the welfare of the Issuer and its inhabitants to amend Resolution No. 1269 to provide that revenue bonds of the Issuer be issued in a principal amount not to exceed \$7,500,000, in one or more series, to pay the costs of the Project, and to lease the Project to the Tenant and to express its intent to provide for an exemption from ad valorem property taxes for a period up to ten years;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS:**

Section 1. **Public Purpose.** The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. **Amendment of Resolution No. 1269.** The following section shall be added to and supplement Resolution No. 1269:

Section 8. **Property Tax Exemption and Payment in Lieu of Taxes.** The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be

exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; and (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals. The Issuer reserves the right to negotiate a payment in lieu of taxes so exempted, to be made by the Tenant.

Section 3. **Ratification of Resolution No. 1269.** Except as amended by this resolution, the remainder of Resolution No. 1269 will remain in full force and effect.

Section 4. **Further Action.** The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 5. **Effective Date.** This resolution shall become effective upon adoption by the Governing Body.

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**ADOPTED** by the governing body of the City of Pittsburg, Kansas on November 26, 2024.

[SEAL]

---

Mayor

Attest:

---

Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on November 26, 2024, as the same appears of record in my office.

DATED: \_\_\_\_\_ 2024.

---

Clerk

**ORDINANCE NO. S-1104**

**OF THE  
CITY OF PITTSBURG, KANSAS**

**AUTHORIZING THE ISSUANCE OF  
NOT TO EXCEED \$7,500,000  
TAXABLE INDUSTRIAL REVENUE BONDS  
SERIES 2024  
(HERITAGE TRACTOR PROJECT)**

---

(Published in *The Morning Sun*, on November 30, 2024)

**ORDINANCE NO. S-1104**

**AN ORDINANCE AUTHORIZING THE CITY OF PITTSBURG, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2024 (HERITAGE TRACTOR PROJECT) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.**

**THE GOVERNING BODY OF THE CITY OF PITTSBURG, KANSAS HAS FOUND AND DETERMINED:**

A. The City of Pittsburg, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for the facilities, and to issue revenue bonds for the purpose of paying the costs of the facilities.

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2024 (Heritage Tractor Project) in the aggregate principal amount not to exceed \$7,500,000 (the "Series 2024 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of a commercial facility (the "Project") as more fully described in the Trust Indenture and in the Lease authorized in this Ordinance, for lease to Muth Properties LLC, a Kansas limited liability company (the "Tenant").

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2024 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

- (i) a Trust Indenture (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series 2024 Bonds;
- (ii) a Site Lease (the "Site Lease") with the Tenant under which the Tenant will lease an interest in the Real Property to the Issuer;
- (iii) a Project Lease (the "Project Lease") with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments;
- (iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2024 Bonds by the Issuer to Muth Properties LLC (the "Purchaser").

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2024 Bonds is eligible for exemption from ad valorem property taxes for up to 10-years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-



53,113, and amendments thereto. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of 10-years. Prior to making this determination, the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of the exemption required by K.S.A. 12-1749d.

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

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Trust Indenture and the Project Lease.

Section 2. **Authority to Cause the Project to Be Purchased and Constructed.** The Issuer is authorized to lease the Real Property and cause the Project to be acquired, constructed and equipped in the manner described in the Trust Indenture, the Site Lease and the Project Lease.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series 2024 Bonds, to be designated "City of Pittsburg, Kansas Taxable Industrial Revenue Bonds, Series 2024 (Heritage Tractor Project)" in the aggregate principal amount not to exceed \$7,500,000, for the purpose of providing funds to pay the costs of the acquisition, construction and equipping of the Project. The Series 2024 Bonds will be dated and bear interest, will mature and be payable at the times, will be in the forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Trust Indenture. The Series 2024 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Project Lease. The Series 2024 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. **Authorization of Indenture.** The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series 2024 Bonds on the terms and conditions in the Indenture.

Section 5. **Lease of the Project.** The Issuer will lease an interest in the Real Property and acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Site Lease and Project Lease in the form approved in this Ordinance. The sublease of the Project to Heritage Tractor, Inc., a Kansas corporation (the "Subtenant") is approved by the Issuer.

Section 6. **Authorization of Bond Purchase Agreement.** The Issuer is authorized to sell the Series 2024 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series 2024 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Trust Indenture. The Mayor, or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence, is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with the corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2024 Bonds, the Bond Documents and the other

documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. **Property Tax Exemption.** The Project will be exempt from ad valorem property taxes for 10 years, commencing in the calendar year after the calendar year in which the Series 2024 Bonds are issued, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals.

Section 9. **Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project and the net rentals generated under the Project Lease to the payment of the Series 2024 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2024 Bonds are paid or deemed to have been paid under the Indenture.

Section 10. **Authority To Correct Errors and Omissions.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Ordinance.

Section 11. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2024 Bonds and the Bond Documents.

Section 12. **Effective Date.** This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

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**PASSED** by the governing body of the Issuer on November 26, 2024 and **SIGNED** by the Mayor.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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**ORDINANCE NO. HR-6**

**A HOME RULE ORDINANCE OF THE CITY OF PITTSBURG, KANSAS,  
AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE  
CITY TO FINANCE THE CONSTRUCTION OF A BUILDING TO BE LEASED  
FOR ECONOMIC DEVELOPMENT PURPOSES IN THE CITY.**

---

**WHEREAS**, the City of Pittsburg, Kansas (the “City”) has entered into discussions with EaglePicher Technologies (the “Company”) concerning the needs of the Company for a new building to allow for the expansion of its facilities, and such expansion would stimulate and foster economic development in the City and its environs; and

**WHEREAS**, pursuant to such discussions, the City hereby finds it necessary and advisable for the City to construct a new building to be leased to the Company (the “Project”) in order to stimulate and foster economic development in the City and its environs, and to issue general obligation bonds of the City to finance the costs thereof; and

**WHEREAS**, K.S.A. 12-1617h (the “Act”) authorizes the City to levy a tax and expend public funds for economic development purposes, but by its terms, the Act is not the exclusive means of providing such funds and recognizes and acknowledges that the City may, in its discretion, exercise any other lawful authority to provide funds for such purposes; and

**WHEREAS**, Article 12, Section 5 of the Constitution of the State of Kansas (the “Home Rule Amendment”) empowers cities to determine their local affairs and government and provides that such power and authority granted thereby to cities shall be liberally construed for the purpose of giving to cities the largest measure of self-government; and

**WHEREAS**, the City is a city within the meaning of the Home Rule Amendment, and there is no enactment of the Kansas legislature which prohibits a city from issuing general obligation bonds to provide funds to construct the Project for economic development purposes; and

**WHEREAS**, the City hereby further finds and determines that it is necessary and advisable and in the interest of the public health, safety and welfare, including economic development, of the City, to authorize by home rule ordinance the issuance of general obligation bonds of the City to provide funds to construct the Project.

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

**Section 1. Economic Development.** The governing body of the City hereby finds and determines that the Project will stimulate and foster economic development in the City and its environs in order to enhance and provide for the general and economic development and welfare of the City and its citizens. It is hereby authorized, ordered and directed that the City proceed with the construction of the Project at an estimated cost of \$6,000,000.

**Section 2. Financing Authorization.** It is further authorized, ordered and directed that the costs of the Project, costs of issuance, and interest on temporary financing may be paid, in whole or in part, from the proceeds of general obligation bonds of the City (the “Bonds”), which are hereby authorized to be issued for such purposes pursuant to the authority of the Act and the Home Rule Amendment. The Bonds

may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Home Rule Ordinance, pursuant to Treasury Regulation §1.150-2.

**Section 3. Further Authority.** The officials of the City, the City Attorney, Bond Counsel and other consultants are authorized to proceed with such action as is necessary in order to comply with the intent of this Home Rule Ordinance, subject to final approval of such documents by the governing body.

**Section 4. Effective Date.** This Home Rule Ordinance shall be effective from and after final passage by the governing body, signature by the Mayor and publication of the Home Rule Ordinance or a summary thereof in the official City newspaper.

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**PASSED** by the City Commission and **SIGNED** by the Mayor of the City of Pittsburg, Kansas, on November 26, 2024.

(SEAL)

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

Clerk

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**GENERAL WARRANTY DEED**

THIS INDENTURE, made this 26th day of November 2024, between the City of Pittsburg, a Municipal Corporation, of Crawford County, Kansas, Party of the First Part, and The Kansas Board of Regents on behalf of Pittsburg State University, a state educational institution of Kansas, Party of the Second Part:

WITNESSETH: That said Party of the First Part, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto said Party of the Second Part, for construction of the new building for the Regional Crime Center and Laboratory, all the following described real estate, situated in Crawford County and State of Kansas, to-wit:

Lot 3, Block 1 of the Pittsburg Research and Development Park Addition to the City of Pittsburg, Crawford County KS

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever, subject to the following conditions and covenants:

1. Those set forth in the document entitled "Restated Restrictive Covenants and Conditions-Pittsburg Research and Development Park Addition" on file with the Office of the Register of Deeds, Crawford County, Kansas:
  
2. The Party of the Second Part, by acceptance of this Deed, for itself and its successors and assigns, agrees and understands that should the Party of the Second Part fail to commence construction of the new building for the Regional Crime Center and Laboratory on or before December 31, 2026, then, in said event, the Party of the First Part shall have the first exclusive right to repurchase the above described real estate from the Party of the Second Part for the sole sum of \$1.00.

And said Party of the First Part, for itself, its successors and assigns, does hereby covenant, promise and agree, to and with said Party of the Second Part, that at the delivery of these presents it is lawfully seized in fee simple, that the property is free and clear of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature or kind soever;

AND that it will warrant and forever defend the same unto said Party of the Second Part, against said Party of the First Part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto caused this Deed to be signed on its behalf by its Mayor thereunto duly authorized so to do, and to be attested by its City Clerk, and has caused its seal to be hereunto affixed the day and year last above written.

THE CITY OF PITTSBURG, KANSAS

(SEAL)

By \_\_\_\_\_  
Mayor – Stu Hite

ATTESTED:

\_\_\_\_\_  
City Clerk - Tammy Nagel

STATE OF KANSAS            )  
  ) ss:  
CRAWFORD COUNTY        )

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Stu Hite, Mayor of the City of Pittsburg, Kansas, a Municipal corporation duly incorporated and existing

under and by virtue of the laws of Kansas; and Tammy Nagel, City Clerk of said City, who are personally known to me to be the same persons who executed as such officers the within instrument of writing on behalf of said City and such persons duly acknowledged the execution of the same to be the act and deed of said City.

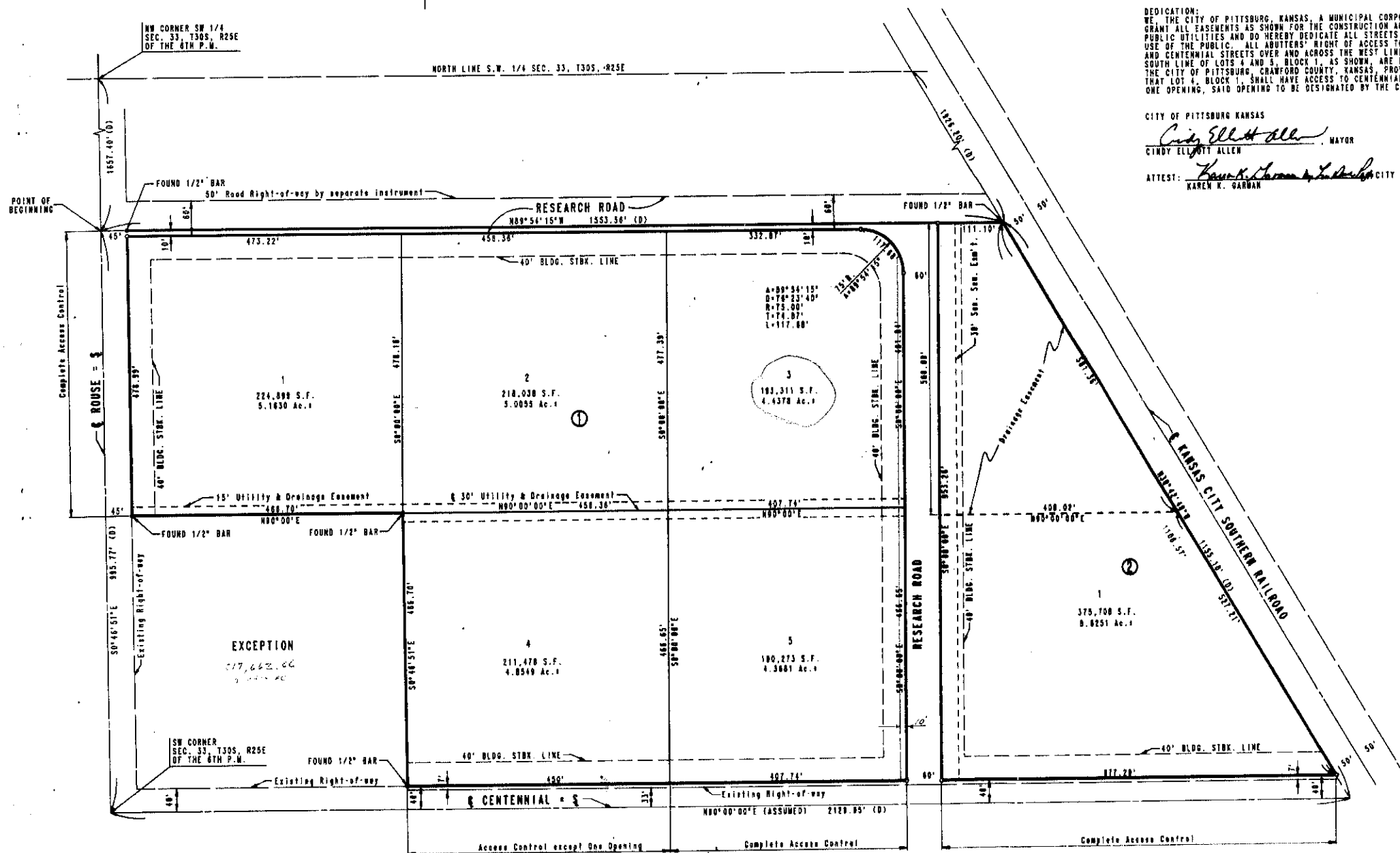
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above written.

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

My Appointment expires:\_\_\_\_\_

# PITTSBURG RESEARCH AND DEVELOPMENT PARK ADDITION TO PITTSBURG, KANSAS

SCALE: 1"=100'  
APRIL, 1994  
(D) DENOTES DEED DIMENSION  
O = 3/4" IRON PIPE SET  
B.M. - U.S.G.S. DISC ON TOP OF CURB AT  
N.W. CORNER OF FORD AND HOWER ST.  
ELEV. +932.05 W.S.L.



DESCRIPTION:  
PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1457.4 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SW 1/4 OF SECTION 33, BEING ON A BEARING OF 50°48'51"E; THENCE CONTINUING SOUTH ON A BEARING OF 50°48'51"E ALONG THE WEST LINE OF SAID SW 1/4 OF SECTION 33, A DISTANCE OF 995.77 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SAID SW 1/4 OF SECTION 33; THENCE BEARING N80°00'00"E A DISTANCE OF 2129.95 FEET MORE OR LESS TO THE WESTERLY RIGHT-OF-WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE NORTHWESTERLY ON A BEARING OF N30°42'48"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1155.1 FEET MORE OR LESS TO A POINT BEING 1326.2 FEET SOUTHEASTERLY, MEASURED ALONG SAID RIGHT-OF-WAY LINE, FROM THE NORTH LINE OF SAID SW 1/4 OF SECTION 33; THENCE WEST ON A BEARING OF N80°54'15"W A DISTANCE OF 1553.38 FEET MORE OR LESS TO THE POINT OF BEGINNING, EXCEPT THE WEST 511.7 FEET OF THE SOUTH 500.7 FEET THEREOF LYING IN SAID SW 1/4 OF SECTION 33, ALSO EXCEPT ROAD RIGHT-OF-WAYS. THIS TRACT CONTAINS 34.4 ACRES MORE OR LESS.

DEDICATION:  
WE, THE CITY OF PITTSBURG, KANSAS, A MUNICIPAL CORPORATION DO HEREBY GRANT ALL EASEMENTS AS SHOWN FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES AND DO HEREBY DEDICATE ALL STREETS TO AND FOR THE USE OF THE PUBLIC. ALL ADJUTERS' RIGHT OF ACCESS TO AND FROM ROUSE AND CENTENNIAL STREETS OVER AND ACROSS THE WEST LINE OF LOT 1, AND SOUTH LINE OF LOTS 4 AND 5, BLOCK 1, AS SHOWN, ARE HEREBY GRANTED TO THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS, PROVIDED HOWEVER THAT LOT 4, BLOCK 1, SHALL HAVE ACCESS TO CENTENNIAL STREET AT (1) ONE OPENING, SAID OPENING TO BE DESIGNATED BY THE CITY ENGINEER.

CITY OF PITTSBURG, KANSAS  
*Cindy Elliott Allen*, MAYOR  
CINDY ELLIOTT ALLEN  
ATTEST: *Karen K. Garman by K. Garman*, CITY CLERK  
KAREN K. GARMAN

STATE OF KANSAS }  
                          } SS  
CRAWFORD COUNTY }

BE IT REMEMBERED THAT ON THIS 26<sup>th</sup> DAY OF April, 1994, BEFORE ME, A NOTARY PUBLIC IN AFORESAID STATE AND COUNTY, CAME CINDY ELLIOTT ALLEN, MAYOR AND KAREN K. GARMAN, CITY CLERK OF THE CITY OF PITTSBURG, KANSAS, A MUNICIPAL CORPORATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME AS THE VOLUNTARY ACT AND DEED OF SAID CITY. IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND YEAR ABOVE WRITTEN.

*William A. Dunlop*, NOTARY PUBLIC  
MY APPOINTMENT EXPIRES August 19, 1995

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS THIS 26<sup>th</sup> DAY OF April, 1994.

*Melvin H. Hull*, CHAIRMAN  
MELVIN H. HULL  
ATTEST: *Joyce L. Vaughan*, SECRETARY  
JOYCE L. VAUGHAN

APPROVED BY THE GOVERNING BODY OF THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS THIS 26<sup>th</sup> DAY OF April, 1994.

*Cindy Elliott Allen*, MAYOR  
CINDY ELLIOTT ALLEN  
ATTEST: *Karen K. Garman by K. Garman*, CITY CLERK  
KAREN K. GARMAN

STATE OF KANSAS }  
                          } SS  
CRAWFORD COUNTY }

I, MICHAEL W. BERRY, A REGISTERED LAND SURVEYOR IN AFORESAID STATE AND COUNTY DO HEREBY CERTIFY THAT ON THIS 26<sup>th</sup> DAY OF April, 1994, I HAVE CAUSED TO BE SURVEYED A PART OF THE S.W. 1/4, SEC. 33, T30S, R25E, CRAWFORD COUNTY, KANSAS, AND THE ABOVE IS A TRUE RECORD THEREOF.

*Michael W. Berry*  
MICHAEL W. BERRY, P.E. S. NO 948  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
WICHITA, KANSAS



STATE OF KANSAS }  
                          } SS  
CRAWFORD COUNTY }

SUBSCRIBED AND SWORN BEFORE ME THIS 26<sup>th</sup> DAY OF April, 1994.

*Gary L. Wiley*, NOTARY PUBLIC  
GARY L. WILEY  
MY APPOINTMENT EXPIRES Jan 15, 1997



STATE OF KANSAS }  
                          } SS  
CRAWFORD COUNTY }

BE IT KNOWN THAT THE PLAT OF PITTSBURG RESEARCH AND DEVELOPMENT PARK ADDITION TO PITTSBURG CRAWFORD COUNTY, KANSAS HAS BEEN SUBMITTED TO ME ON THIS 26<sup>th</sup> DAY OF April, 1994, AND THAT THE CITY OF PITTSBURG, KANSAS, A MUNICIPAL CORPORATION IS THE SUB-DIVIDER AND OWNER HAVING FEE TITLE TO ALL LAND WITHIN SAID PLAT.

*C. A. Menghini*, CITY ATTORNEY  
C. A. MENGHINI

STATE OF KANSAS }  
                          } SS  
CRAWFORD COUNTY }

THIS INSTRUMENT WAS FILED FOR RECORD ON THIS 2<sup>nd</sup> DAY OF May, 1994, AT 2:25 O'CLOCK AND DULY RECORDED IN BOOK 117 PAGE 42 FEE 30.00

*Jeanette Nepote*, REGISTER OF DEEDS  
JEANETTE NEPOTE

STATE OF KANSAS }  
                          } SS  
CRAWFORD COUNTY }

I, JOHN R. KOVACIC, CRAWFORD COUNTY TREASURER, DO HEREBY CERTIFY THAT THE REAL ESTATE TAXES ON THE PROPERTY DESCRIBED ON THIS PLAT ARE PAID IN FULL AS OF THIS 26<sup>th</sup> DAY OF May, 1994.

*John R. Kovacic*, COUNTY TREASURER  
JOHN R. KOVACIC

**AN AGREEMENT FOR THE ESTABLISHMENT OF  
A SISTER CITY RELATIONSHIP BETWEEN  
THE CITY OF PITTSBURG, KANSAS  
AND  
THE CITY OF SUTRI, ITALY**

Whereas, the City of Pittsburg, Kansas, and the City of Sutri, Italy, have achieved the following agreement through friendly negotiation, and herewith express intention to promote the friendship and understanding between the people of the City of Pittsburg and the City of Sutri; and

Whereas, Pittsburg and Sutri have shown a mutual desire to establish friendly ties and cooperation for the benefit of residents of both cities; and

Whereas, in order to foster those goals, the people of Pittsburg and Sutri, in a gesture of friendship and goodwill, agree to collaborate for the mutual benefit of their communities by exploring educational, economic and cultural opportunities; and

Whereas, the cities share common interests and agree to support and encourage opportunities for mutually beneficial practical exchanges in the fields of business, culture, healthcare, education, science and technology, and tourism; and

Now Therefore, Pittsburg and Sutri, do hereby proclaim ourselves Sister Cities beginning on November 26, 2024.

Signed on November 26, 2024, in duplicate in the Italian and English languages, both being equally authentic.

The City of Pittsburg, Kansas

The City of Sutri, Italy

\_\_\_\_\_  
Stu Hite, Mayor

\_\_\_\_\_  
, Mayor

**UN ACCORDO PER L'ISTITUZIONE DI  
GEMELLAGGIO TRA  
LA CITTÀ DI PITTSBURG, KANSAS  
E  
LA CITTÀ DI SUTRI, ITALIA**

Considerato che la città di Pittsburg, Kansas, e la città di Sutri, Italia, hanno raggiunto il seguente accordo attraverso negoziati amichevoli, e con la presente esprimono l'intenzione di promuovere l'amicizia e la comprensione tra il popolo della città di Pittsburg e la città di Sutri; e

Considerato che Pittsburg e Sutri hanno mostrato un desiderio reciproco di stabilire legami amichevoli e cooperazione a beneficio dei residenti di entrambe le città; e

Considerato che, al fine di promuovere tali obiettivi, gli abitanti di Pittsburg e Sutri, in un gesto di amicizia e di buona volontà, accettano di collaborare per il reciproco beneficio delle loro comunità, esplorando opportunità educative, economiche e culturali; e

considerando che le città condividono interessi comuni e convengono di sostenere e incoraggiare le opportunità di scambi pratici reciprocamente vantaggiosi nei settori dell'economia, della cultura, dell'assistenza sanitaria, dell'istruzione, della scienza e della tecnologia e del turismo; e

Ora, quindi, Pittsburg e Sutri, con la presente ci proclamiamo città gemellate a partire dal 26 Novembre 2024.

Firmato il 26 Novembre 2024, in duplice esemplare in lingua italiana e inglese, facenti ugualmente fede.

La città di Pittsburg, Kansas

La città di Sutri, Italia

\_\_\_\_\_  
Stu Hite, Sindaco

\_\_\_\_\_  
, Sindaco



## **Interoffice Memorandum**

To: Daron Hall  
City Manager

From: Toby Book  
Director of Parks and Recreation

CC: Tammy Nagel  
City Clerk

Date: November 20, 2024

Subject: Agenda Item – November 26, 2024

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Four Oaks Irrigation total refurbishing and remodeling upgrade project. The funding source for this project will be from the America Rescue Plan Act (ARPA) and will be used to upgrade the entire irrigation system to a fully operational and automated system.

After consideration, it is staff recommendation to accept the proposal from Nate's Lawn and Landscape, Inc., Pittsburg, Kansas in the amount of \$243,150.00 to perform the necessary work to refurbish, remodel and automate the irrigation systems for Four Oaks Golf Course Irrigation project.

In Regard to this matter, will you please place an item on the November 26, 2024, City Commission agenda. Action necessary will be to have the mayor sign necessary documents to proceed with work associated with Four Oaks Irrigation refurbishment.

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



**The City of Pittsburg, Kansas**  
**Recapitulation of Bids – Four Oaks Irrigation Renovation**  
**Tuesday, November 19<sup>th</sup>, 2024 - 2:00 p.m.**

<b>Name and Address of Bidder</b>	<b>Lump Sum Price</b>
Nate's Lawn & Landscape INC	\$243,150.00
VIRIDITY	\$360,750.00

Nate's Lawn & Landscape, Inc.

1244 E. 580th Ave.  
 Pittsburg, KS 66762  
 620-235-1080 or 620-232-1519

# Estimate

Date	Estimate #
11/18/2024	553

Name / Address
City Of Pittsburg Attn: Toby Book 201W. 4th Pittsburg, KS 66762

Project

Description	Qty	Cost	Total
Bid for Four Oaks golf course irrigation renovations. Labor with bond cost included Services include Replace all valves and relocate front 9 valves away from greens Replace Green's heads with Hunter G80 full circle Replace Fairway heads with Hunter GT800 full circle Replace Tee's heads with Hunter G80 and GT800 where specs required Front 9 Green's and putting greens will have new pvc pipe installed looped around green for equal pressure Front 9 Green's will have new quick coupler installed New valve boxes will be installed Install Controllers Install 2 wire to valves and valve/head combo Vibratory plow wire and pipe	1	145,000.00	145,000.00
Parts Spec 26- Hunter 2in PGV valve 122- Hunter G80 Heads and swing joints 130- Hunter GT800 and swing joints 3 in PVC SDR-21 pipe - 200ft 2in PVC SDR-21 pipe - 3200 ft Misc PVC fittings for adapter Highline Standard rectangle valve boxes Hunter twisted 14 gauge ID wire 3 Hunter Metal Control HCC and decoder output modules 156- Hunter single station Decoder	1	98,150.00	98,150.00
		<b>Subtotal</b>	
		<b>Sales Tax (0.0%)</b>	
		<b>Total</b>	

Nate's Lawn & Landscape, Inc.

1244 E. 580th Ave.

Pittsburg, KS 66762

620-235-1080 or 620-232-1519

# Estimate

Date	Estimate #
11/18/2024	553

Name / Address
City Of Pittsburg Attn: Toby Book 201W. 4th Pittsburg, KS 66762

Description	Qty	Cost	Project
			Total
Due to unknown debris in ground there will be an additional charge for large excavation out of scope of RFP if needed. All excavation will be approved by City of Pittsburg before executed. Rate is \$95 per hour for machine and operator.		0.00	0.00
References Jeff Perez- Katy Golf Course- Installed Hunter HCC controllers, installed 2 wire and decoders, installed new heads 1-316-789-5705  Dan Hill- Carthage R9 Maintenance Supervisor- Installed HCC controllers, installed 2 wire and decoders, installed new heads 1-417-438-9740  Tom Stegman- USD 250 Operations Superintendent- Installed HCC controllers, installed 2 wire and decoders, installed new heads.			
		<b>Subtotal</b>	\$243,150.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$243,150.00

12:19 PM  
KJ 11-19-24



Client Name: City of Pittsburgh Paks and Recreation  
 Address: 201 W 4th St., Pittsburgh, KS 66762  
 Phone: 620-230-5506

Project Name: Four Oaks Golf Course Irrigation Renovation

Proposal Number: 2024-C320  
 Proposal Date: 11.19.2024

Schedule	Quantity	Unit	Unit Cost	Sub-Total	Total
<b>Project Preparation</b>					
Contractor mobilization	1	ls	\$ 50,000.00	\$50,000	
					\$50,000
<b>Irrigation</b>					
Irrigation Work-Complete	1	ls	\$ 310,750.00	\$310,750	
Replace all valve and head sprinklers on course and switch to Hunter GT800 Replace all block style sprinklers and swing joints on back nine. Switch to Hunter G80 or G85. Replace all electric valves with Hunter PGV 2" valves. Including new valve boxes and quick couplers with swing joints. Raise green valves on front nine and run new loops around greens using vibratory plow. New irrigation will be 2" PVC Install 2 wire system to every valve/valve in head sprinkler throughout the course. Connecting Hunter HCC controllers with all Hunter decoders. Wire pulled with vibratory plow. Provide operations and maintenance manuals as well as drawings and technical data upon completion of project.					
					\$310,750

<b>Comments:</b> Any permits, fees, or inspections are to be paid by owner. Mobilization deposit required prior to work beginning	<b>Sub Total</b>	<b>\$ 360,750</b>
	<b>Subject To Applicable Local Tax</b>	
	<b>Total</b>	<b>\$ 360,750</b>

Club Representative:

Viridity Estimator:

Signature:

Signature:

Date:

Date:





#### A) Irrigation Project Experience

- a. Rapid City Executive Golf Course (2024): Toro (2-wire), Irrigation
- b. Rapid City Star of the West (2024): Toro (2-wire), Irrigation
- c. Forest Hills Country Club (2024): Toro, Irrigation
- d. Fairview Golf Course (2023): Rainbird, Irrigation
- e. Scheels Soccer Complex (2022): Rainbird (2-wire), Irrigation
- f. Canyon Farms Golf Club (2019): Toro, Irrigation

We focus on completing projects that exceed expectations and have a lasting impact for our customers to enjoy for many years. We are thoughtful to protect the member/golfer experience. Our work sites are contained, clean and safe. Communication is our primary focus, providing weekly project updates, and management on-site regularly to streamline project goals. With our experienced team, we have completed a variety of different golf course enhancement projects. On the following page we have outlined a larger list of other successfully completed and current projects.

#### Featured Projects:

- 2016 The National Golf Club of Kansas City – Bunker Renovation
- 2017 Loch Lloyd Country Club – Watson Signature Fairway Conversion & Bunker Renovation
- 2018 Lake Quivira Country Club – New Driving Range and Hole #15 Creek Restoration
- 2018 Country Club of Missouri – Bunker Renovation
- 2019 The National Golf Club of Kansas City – New #1 Tee Complex
- 2019 Shadow Glenn Golf Club – Driving Range Tee Laser Level & Sod
- 2021 Falcon Ridge Golf Club – Tee and Bunker Renovation
- 2022 Brookridge Golf & Fitness – 9 Hole Renovation
- 2022 Forest Hills Country Club – New Short Game Area and Bunker Renovation
- 2023 Shoal Creek Golf Course – Bunker Renovation
- 2024 Forest Hills Country Club – #17 Improvements

#### Other Successfully Completed Projects:

- 2016 Loch Lloyd Country Club – Sechrest Course Bunker Renovation
- 2016 Wolf Creek – Bunker Renovation
- 2016 Mission Hills Country Club - Green Restoration
- 2017 The Deuce – Bunker Renovation
- 2017 Country Club of Leawood – Bunker Renovation/Creek Repair
- 2017 Sykes/Lady Overland Park – Par 3 Course Renovation
- 2017 Loch Lloyd Country Club – #17 Creek Restoration
- 2018 Country Club of Leawood – Tee Construction
- 2018 Omaha Country Club – Sod Install
- 2018 Champions Run - Bunker Renovation
- 2018 Fremont Golf Club - Bunker Renovation
- 2018 Mission Hills Country Club - #1 Fairway Bunker and Nursery
- 2019 Lake Quivira Country Club - Rock Wall and Tee Install
- 2019 The National - #17 Stream Feature/Creek Restoration
- 2019 Paradise Pointe - Zoysia Strip Fairway Conversion



**Other Successfully Completed Projects (cont.):**

- 2019 Canyon Farms Golf Club - Irrigation Install
- 2019 Sykes/Lady Overland Park - Main Line Repair
- 2019 Country Club of Leawood - Driving Range/#8 Tee Renovation
- 2019 The National - Driving Range Drainage
- 2020 Omaha Country Club - Sod Install
- 2020 WingHaven Country Club - Bunker Renovation
- 2020 Falcon Ridge Golf Club - Bunker Renovation
- 2020 Prairie Highlands Golf Course - Range Renovation
- 2020 Country Club of Leawood - Range Tee Level & Sod
- 2020 Milburn Country Club - Drainage Install
- 2020 Hillcrest Country Club - Bunker Renovation & Sod Install
- 2021 The Club at Old Hawthorne - Practice Facility Bunkers
- 2021 Franklin Bridge - PG & Hole Renovation
- 2021 Eagle Golf - JAG Green
- 2021 Country Club of Leawood - Tee & Sod Construction
- 2021 Sunflower Hills Golf Course - Bunker Renovation
- 2022 Country Club of Leawood - Bridge Resurface
- 2022 The National - #16 Tee
- 2022 Indian Foothills Golf - Bunker Renovation
- 2022 The Deuce - Range Targets
- 2022 WingHaven Country Club - Walking Bridges
- 2022 Heritage Park Golf Course - WeeLinks Construction
- 2022 Country Club of Leawood - Mainline Repair
- 2022 Stone Hedge Golf Club - Irrigation
- 2022 The Deuce - Tee Steps and Drainage
- 2023 Loch Lloyd Country Club - Sechrest Hole #2 Rehab
- 2023 The Deuce - #6 Green
- 2023 Brookridge Golf & Fitness - #10 Tee
- 2023 Alumbaugh - Synthetic Golf Green
- 2023 Emporia Golf Course - Tee Renovation
- 2023 The National - #9 Cart Path
- 2023 Fairview Golf Course – HDPE Irrigation
- 2023 Buffalo Dunes Golf Course - Irrigation
- 2023 Country Club of Leawood- #8 Tee Renovation
- 2023 Loch Lloyd Country Club - Cart Paths
- 2023 Lakewood Oaks Country Club - Bunkers
- 2023 St. Ann Golf Course – Irrigation Controllers
- 2023 Sycamore Ridge – Tee Boxes and Hole #12 Berms
- 2023 Hallbrook Country Club – Walking Bridges





**2024 Projects:**

- 2024 Persimmons Golf Club - Drain Pipe
- 2024 Bellerive Country Club - Bunker Cleanout
- 2024 Rapid City Executive Course – HDPE Irrigation System
- 2024 Rapid City Star of the West - HDPE Irrigation System
- 2024 The National Golf Club of Kansas City – #13 Rock Wall
- 2024 Hallbrook Country Club – Bridge Replacement
- 2024 Sandstone Country Club – Bunker Renovation
- 2024 Miller Park Baseball Field – Irrigation
- 2024 Loch Lloyd Country Club - #2 Tee Renovation
- 2024 Blessings Golf Club – Sod Install



### **Viridity Contact Information**

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## References

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Lees Summit MO #381  
 109 NW Victoria Dr  
 Lees Summit, MO 64086-4717  
 W: (816)525-2521

**Bid**

**Bill To:**

Viridity, LLC (#1296645)  
 16750 S Country Club Dr  
 Village Of Loch Lloyd, MO 64012-4124  
 C: (816)379-0550

**Ship To:**

Viridity, LLC (#1296645)  
 16750 S Country Club Dr  
 Village Of Loch Lloyd, MO 64012-4124  
 C: (816)379-0550

Created	Quote#	Due Date	Expected Award Date	Expiration Date
11/11/2024	7329222	08/31/2024	08/31/2024	08/31/2024

Printed	Job Name	Job Description	Job Start Date
11/11/2024 15:49:10	Pittsburg Four Oaks Hunter		08/31/2024

Line #	Item#	Item Desc	Qty	UOM
1	Front 9 Greens			
2	G80B25S	Golf Rotor, #25 Nozzle, Full Circle	40	EA
3	HSJ230212	Hunter Swing Joint 1-1/4 in. Acme x 1-1/4 in. Npt	40	EA
4	2PVC200BE	PVC Pipe 2 in. x 20 ft. SDR-21 (CL 200) Bell End (Priced per ft.)	3,200	FT
5	3PVC200BE	PVC Pipe 3 in. x 20 ft. SDR-21 (CL 200) Bell End (Priced per ft.)	200	FT
6	PGV201	Hunter PGV Globe/Angle Valve Plastic 2 in. w/ Flow Control FIPT x FIPT	10	EA
7	26PVCNTOE	Sch 80 PVC Nipple 2 in. x 6 in. MIPT Threaded One End	20	EA
8	401-040	Sch 40 PVC Tee 4 in. Socket	10	EA
9	437-420	Sch 40 PVC Reducer Bushing Flush Style 4 in. x 2 in. Spigot x Socket	10	EA
10	401-030	Sch 40 PVC Tee 3 in. Socket	10	EA
11	437-338	Sch 40 PVC Reducer Bushing Flush Style 3 in. x 2 in. Spigot x Socket	30	EA
12	429-030	Sch 40 PVC Coupling 3 in. Socket	10	EA
13	406-020	Sch 40 PVC 90 Degree Elbow 2 in. Socket	40	EA
14	401-020	Sch 40 PVC Tee 2 in. Socket	40	EA
15	438-250	2 in. x 1-1/4 in. Red Bushing Spig x Fipt PVC Fitting	40	EA
16	170106	Highline Standard Valve Box Rectangle 11 in. x 16 in. x 12 in.H Black Box/Green Lid Drop-in CV Closed Mouse Holes	10	EA
17	HQ44RC	1 in. Brass Single Lug Quick Coupler W/Rubber Cover - Hunter	9	EA
18	ST932-212	Spears PVC 3-El Turf Swivel Joint 1 in. x 12 in. MIPT x MIPT	9	EA
19	Rest of Course			
20	Valve in head			
21	GT800EP6	GT800EP6 casing	135	EA
22	G880NT25	Full-circle opposing nozzles internal assembly, #25 nozzle	135	EA
23	HSJ230212	Hunter Swing Joint 1-1/4 in. Acme x 1-1/4 in. Npt	135	EA
24	Block			
25	G80B25S	Golf Rotor, #25 Nozzle, Full Circle	67	EA
26	HSJ230212	Hunter Swing Joint 1-1/4 in. Acme x 1-1/4 in. Npt	67	EA
27	Head Fittings \$15/head			
28	BIDMISC	Miscellaneous Bid Product	3,030	EA
29	Wire/DBRY			
30	170801BU-1000	Hunter ID-1 Decoder Wire Blue 14 Gauge Jacketed 2 Conductor Twisted 1,000 ft. (Priced per ft.)	25,000	FT
31	PT-DBRY-600-2	Pro-Trade DBR/Y-600 Red/Yellow Gorilla Nut 2 Pack	308	BG
32	Controllers			
33	ICCPED	Gray Pedestal for Metal Wall Mount	3	EA
34	HCC-800-M	HCC CNTRL, Metal Wall, 8 ST.	3	EA
35	EZ-DM	Hunter Decoder Output Module for HCC and ICC2	3	EA
36	EZ-1	Hunter Single-Station Decoder w/ Status LED	143	EA
37	Total Project CYA 10%			
38	BIDMISC	Miscellaneous Bid Product	10,000	EA

Quoted price is for material only. Applicable sales tax will be charged when invoiced. All product and pricing information is based on the latest information available and is subject to change without notice or obligation.