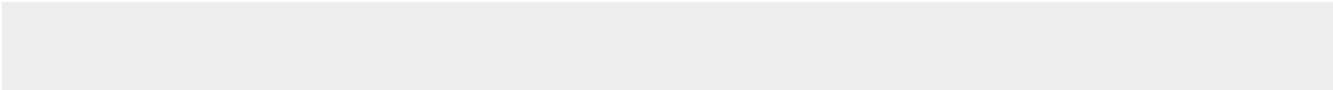
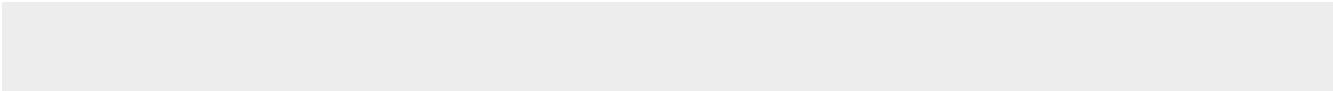
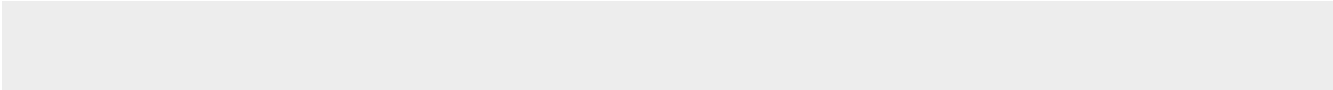


City of Pittsburg, Kansas  
Commission Meeting Agenda  
Tuesday, January 28, 2025  
5:30 p.m.

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**CITY OF PITTSBURG, KANSAS**  
**COMMISSION AGENDA**  
**Tuesday, January 28, 2025**  
**5:30 PM**

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**CALL TO ORDER BY THE MAYOR:**

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

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

- a. Approval of the January 14, 2025, City Commission Meeting minutes.
- b. Approval of KDOT Agreement No. 1032-24 for the City Connecting Link Improvement Program (CCLIP) US-69 Resurfacing Project from K-126 to 20th Street and US-69 from north of Atkinson Avenue to the North City Limits, and authorize the Mayor and City Clerk to execute the agreement on behalf of the City of Pittsburg.
- c. Approval of the Appropriation Ordinance for the period ending January 28, 2025, subject to the release of HUD expenditures when funds are received.

**CONSIDER THE FOLLOWING:**

- a. VECINO GROUP MULTIFAMILY COMMUNITY PROJECT – Consider the recommendation of the Economic Development Advisory Committee (EDAC) to approve the request submitted by the Vecino Group for a low-interest loan in the amount of \$300,000, to be repaid at 1% interest, with the loan to be amortized over 20 years with a seven-year term, for the construction of a forty-two unit multifamily community to be located adjacent to the Community Health Center of Southeast Kansas (CHCSEK). **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**
- b. WILDCAT DATA INFRASTRUCTURE I, LLC, PROJECT – Consider the recommendation of the Economic Development Advisory Committee (EDAC) to provide an incentive package for the construction of the Wildcat Data Infrastructure I, LLC, project at the Airport Industrial Park to include: 1) the City selling 15 acres of property to Wildcat Data Infrastructure I, LLC, at \$2,500 per acre with a right of first refusal for the City to repurchase the property if construction has not commenced in five years, 2) the City rebating 50% of the electricity franchise fee for the first five years and 3) the City splitting the cost of extending water and wastewater service to the site with Wildcat Data Infrastructure I, LLC, with the City’s share not to exceed \$75,000. **Approve or disapprove the recommendation and, if approved, authorize the Mayor to sign the appropriate documents on behalf of the City.**

**CITY OF PITTSBURG, KANSAS  
COMMISSION AGENDA  
Tuesday, January 28, 2025  
5:30 PM**

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- c. POLARIS RANGER UTILITY TERRAIN VEHICLE (UTV) PURCHASE - Consider Police Department staff request to purchase one Polaris Ranger Northstar Crew Ultimate Utility Terrain Vehicle (UTV) from Jay Hatfield Motorsports, of Frontenac, Kansas, in the amount of \$36,136.97, with \$30,000 funded through a private donation and the remaining \$6,136.97 funded from the Police Department's Drug Seizure Account. **Approve or disapprove staff request.**

**NON-AGENDA REPORTS AND REQUESTS:**

**ADJOURNMENT**

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
January 14, 2025

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A Regular Session of the Board of Commissioners was held at 5:30 p.m. on Tuesday, January 14<sup>th</sup>, 2025, in the City Commission Room, located in the Law Enforcement Center, 201 North Pine, with Mayor Dawn McNay presiding and the following members present: Cheryl Brooks, Stu Hite, Chuck Munsell, and Ron Seglie.

Mayor McNay led the flag salute.

**PUBLIC INPUT –**

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

**PIT BULL ORDINANCE -** AJ Kohler, 10758 NE Lawton Road, spoke in opposition to the City's Ordinance that bans pit bulls.

**WASHINGTON SCHOOL PROJECT GRANT -** Christi Bitner, 1508 Bitner Court, asked questions in relation to the Washington School Project.

**DAY CARE – KOSMAN - 1609 WOODLAND TERRACE –**

Steve Enoch, 1607 Woodland Terrace, stated that after his questions were answered surrounding the petition of individuals opposed to the in-home day care at 1609 Woodland Terrace, he and his wife requested to have their names removed from the petition.

Sheena and Nick Kosman, 1609 Woodland Terrace, provided information regarding Sheena's application for a Conditional Use Permit to allow an in-home day care at 1609 Woodland Terrace.

The following individuals spoke in favor of Ms. Kosman's Conditional Use Permit request:

- Kelly Cumiskey-Barnes, 1004 Village Drive
- Gerry Dennett, 1514 Woodland Drive
- Heather Kosman, 108 West Carlton, Frontenac, Kansas
- Jenna Wilborn, 1508 East Iron Avenue, Salina, Kansas
- Rhianna Nelson, 1100 SW Wanamaker, Topeka, Kansas
- Dave Barnes, 1004 Village Drive
- Logan Stenseng, 817 East, Iola, Kansas
- Andrea Ascanio, 701 Lakeview Drive
- Roseanna West, 605 East 29<sup>th</sup> Street
- Linda Russell, 2403 East 8<sup>th</sup> Street
- Autumn Carroll, 121 West 510<sup>th</sup> Avenue

Patrick Glover, 1510 Woodland Drive, stated that he is neutral to the cause. He questioned why neighbors weren't contacted by the applicant regarding the proposed day care.

Bob Scifers, 1512 Woodland Terrace, spoke in opposition to a business being located in his neighborhood.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
January 14, 2025

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APPROVAL OF MINUTES – On motion of Hite, seconded by Munsell, the Governing Body approved the December 17, 2024, Special City Commission Meeting minutes as presented. Motion carried.

APPROVAL OF MINUTES – On motion of Hite, seconded by Munsell, the Governing Body approved the December 23, 024, Special City Commission Meeting minutes as presented. Motion carried.

DESIGNATION OF OFFICIAL NEWSPAPER – On motion of Hite, seconded by Munsell, the Governing Body designated The Morning Sun as the official City newspaper. Motion carried.

DESIGNATION OF OFFICIAL DEPOSITORIES – On motion of Hite, seconded by Munsell, the Governing Body designated Arvest, BMO Harris Bank, Community National Bank, Commerce Bank, Equity Bank, GNBANK, Labette Bank, Landmark Bank, and US Bank as official City depositories. Motion carried.

QUIT CLAIM DEED – PINAMONTI PHYSICAL THERAPY, P.A. – On motion of Hite, seconded by Munsell, the Governing Body approved a Municipal Quit Claim Deed from the City of Pittsburg to Pinamonti Physical Therapy, P.A. Motion carried.

POLY CART PURCHASE – On motion of Hite, seconded by Munsell, the Governing Body authorized staff to purchase of poly carts from Elliott Equipment Co., in the amount of \$45,502.34. Motion carried.

LAND BANK BOARD OF TRUSTEES APPOINTMENTS – On motion of Hite, seconded by Munsell, the Governing Body appointed Amy Loy Herring, Ann Lee, and James Sukraw to first three-year terms as members of the Land Bank Board of Trustees effective immediately and concluding on December 31, 2027. Motion carried.

APPROPRIATION ORDINANCE – On motion of Hite, seconded by Munsell, the Governing Body approved the Appropriation Ordinance for the period ending January 14, 2025, subject to the release of HUD expenditures when funds are received with the following roll call vote: Yea: Brooks, Hite, McNay, Munsell and Seglie.

CONDITIONAL USE PERMIT – 1613 NORTH WALNUT – On motion of Munsell, seconded by Brooks, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by Jose R. Constanza for a Conditional Use Permit to allow a church at 1613 North Walnut. Motion carried.

CONDITIONAL USE PERMIT – 1609 WOODLAND TERRACE – On motion of Munsell, seconded by Brooks, the Governing Body approved the recommendation of the Planning Commission/Board of Zoning Appeals to grant the request submitted by Sheena Kosman for a Conditional Use Permit to allow an in-home day care at 1609 Woodland Terrace. Motion carried.

OFFICIAL MINUTES  
OF THE MEETING OF THE  
GOVERNING BODY OF THE  
CITY OF PITTSBURG, KANSAS  
January 14, 2025

DISPOSITION OF BIDS – WASHINGTON PRESCHOOL PROJECT – On motion of Munsell, seconded by Hite, the Governing Body awarded the bids for the Washington Preschool Project and authorized the Mayor to sign a letter stating that single bids were received and asking the Kansas Department of Commerce for approval. Motion carried.

NEIGHBORHOOD ADVISORY COUNCIL APPOINTMENTS – On motion of Seglie, seconded by Hite, the Governing Body appointed Robert Murnan to an unexpired term as a member of the Neighborhood Advisory Council, representing the Northeast quadrant, effective immediately and concluding on December 31, 2025. Motion carried.

NEIGHBORHOOD ADVISORY COUNCIL APPOINTMENTS – On motion of Hite, seconded by Seglie, the Governing Body appointed Chad Comeau to an unexpired term as a member of the Neighborhood Advisory Council, representing the Southeast quadrant, effective immediately and concluding on December 31, 2025. Motion carried.

NON-AGENDA REPORTS & REQUESTS -

CITY HOUSING IMPROVEMENT PROGRAM (CHIP) – City Manager Daron Hall stated that the City Housing Improvement Program (CHIP) has been approved by Crawford County and USD 250.

KANSAS READY MIXED CONCRETE ASSOCIATION AWARD – Director of Public Works and Public Utilities Matt Bacon announced that the City of Pittsburg received the Municipal Concrete Award from the Kansas Ready Mixed Concrete Association for the North Broadway Sidewalk Project.

EMERGENCY WARMING CENTER – Director of Community Development and Housing Kim Froman thanked the individuals that assisted with the Emergency Warming Center that recently operated at the Homer Cole Center.

ADJOURNMENT - On motion of Seglie, seconded by Munsell, the Governing Body adjourned the meeting at 6:43 p.m. Motion carried.

\_\_\_\_\_  
Dawn McNay, Mayor

ATTEST:

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



## Interoffice Memorandum

**TO:** DARON HALL  
City Manager

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

**DATE:** January 21, 2025

**SUBJECT:** Agenda Item – January 28<sup>th</sup> 2025  
KDOT Project No. 19 U-2553-01  
Agreement No 1032-24  
CCLIP US-69 Resurfacing Project US-69 from K-126 to 20<sup>th</sup>  
Street and US-69 from North of Atkinson Ave to North City Limits

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The City has applied and been approved for the City Connecting Link Improvement Program (CCLIP) Resurfacing Project. KDOT has prepared and submitted to the City for approval agreement number 1032-24. Staff is requesting that the Governing Body approve the KDOT agreement for the resurfacing project of US-69 Hwy from K-126 to 20<sup>th</sup> street and US-69 from North of Atkinson Ave to North City Limits.

Would you please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 28<sup>th</sup>, 2025? Action necessary will be approval or disapproval of staff's request and, if approved, authorize the Mayor and City Clerk to execute the agreement on behalf of the City of Pittsburg.

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

Attached: KDOT Agreement

PROJECT NO. 19 U-2553-01  
CCLIP (SP) RESURFACING PROJECT  
CMS CONTRACT NO. \_\_\_\_\_  
CITY OF PITTSBURG, KANSAS

## AGREEMENT

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

### RECITALS:

- A. The City has applied for, and the Secretary has approved, a CCLIP (SP) Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on US-69 from K-126 to 20<sup>th</sup> Street and US-69 from north of Atkinson Avenue to North City Limits, a City Connecting Link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of state and local funds.

**NOW THEREFORE**, the Parties agree as follows:

## ARTICLE I

### DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **“CCLIP (SP) Resurfacing Program”** means a City Connecting Link Improvement Program (CCLIP (SP)) that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$400,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.

3. **“City”** means the City of Pittsburg, Kansas, with its place of business at 201 W. 4<sup>th</sup> Street, P.O. Box 688, Pittsburg, KS 66762-0688.



4. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

5. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

6. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

7. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

8. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

9. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

10. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.

11. **“Eligible / Participating Bid Items”** means all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for CCLIP (SP) funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra-thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

12. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

13. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.

14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.

15. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

16. **“Non-Eligible / Non-Participating Bid Items”** means items typically non-eligible for CCLIP (SP) funding including but not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

18. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

19. **“Project”** means mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program for Project No. 19 U-2553-01 on US-69, from K-126 to 20<sup>th</sup> Street and from north of Atkinson Avenue to North City Limits in Pittsburg, Kansas.

20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

23. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

24. **“Surface Preservation” or “SP”** means a fund category, previously known as KLINK, intended to address deficiencies in or extend the life of the driving surface. Project scopes may consist of overlay, mill and overlay, pavement patching, joint repair, seals, or similar surface maintenance work. Parking lanes may be included.

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

**ARTICLE II**

**FUNDING:**

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The City agrees to notify the Bureau of Local Projects if costs increase more than 10% over the estimate.

Party	Responsibility
Secretary	90% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$400,000.00.
City	10% of Participating Costs of Construction and CE until Secretary’s funding limit is reached.  100% of Participating Costs of Construction and CE after Secretary’s funding limit is reached.  100% of Cost of Preliminary Engineering (PE), Right of Way, and Utility Adjustments  100% Non-Participating Costs.

**ARTICLE III**

**SECRETARY RESPONSIBILITIES:**

1. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed or retained by the City that the Project was constructed within substantial compliance of the final Design Plans and specifications.

**ARTICLE IV**

**CITY RESPONSIBILITIES:**

1. **Limited Scope.** The Project is limited to roadway resurfacing within the Project Limits. The Project roadway resurfacing may include all Eligible items as defined above. Roadway resurfacing does not include such Non-Eligible items as defined above and any other items deemed Non-Eligible or Non-Participating by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines

(PROWAG), regardless of whether such improvements are deemed Non-Eligible/Non-Participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current CCLIP (SP) Resurfacing Program for this Project.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Indemnification by Contractors.** The City will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

5. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project in conformity with the current version of Section 13.0 CCLIP of the LPA Project Development Manual.

6. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the City's currently approved procedures, if applicable, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

7. **Performance Bond.** The City will require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

8. **Responsibility for Adequacy of Design.** The City, and any Consultant retained by the City, shall have sole responsibility for the adequacy and accuracy of the Design Plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans, specifications, and estimates. Such reviews are not done for the benefit of the Consultant, the Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, or expressed or implied warranty, to any person or entity concerning the adequacy or accuracy of the Design Plans, specifications, and estimates or any other work performed by the Consultant or the City.

9. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be Let to contract in the programmed fiscal year; otherwise, the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

10. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other Utilities, publicly or privately owned, which may be necessary for Construction of the Project in accordance with the final Design Plans. The expense of the removal or adjustment of the Utilities and Encroachments located on public right of way or easement shall be borne by the owner or the City.

11. **Future Encroachments.** The City will prohibit future erection, installation, or construction of encroachments either on or above the Right of Way, and it will not in the future permit the erection of fuel dispensing pumps upon the Right of Way of the City Connecting Link. The City will require any fuel dispensing pumps erected, moved, or installed along the City Connecting Link be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

13. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and in compliance with PROWAG, and FHWA rules, regulations, and guidance pertaining to the same.

14. **Permanent Traffic Control.** The City must ensure the location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

15. **Access Control.** The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

16. **Final Design Plans.** The final Design Plans will depict the Project Limits. The Eligible/Participating bid items must be shown separated and listed apart from the Non-Eligible/Non-Participating bid items on the final Design Plans, bid documents, and on the detailed billing provided by the City. The City shall have the final Design Plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final Design Plans and

specifications. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

17. **Program Administration.** In addition to complying with all requirements contained in Section 13.0 CCLIP of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, Let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

18. **Discrimination Laws.** The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. § 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. § 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. § 12101, *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. § 44-1031 and K.S.A. § 44-1116; and (d) include those provisions set forth in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such Contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated, or suspended in whole or in part.

19. **Inspections.** The City will provide the Construction Engineering/inspection necessary to determine substantial compliance with the final Design Plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or Consultant to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

20. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the CCLIP (SP) Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions, or deviations from the final Design Plans and specifications.

21. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed or retained by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final Design Plans and specifications.

22. **Final Acceptance.** Prior to issuing final payment to the Contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

23. **Accounting.** Upon request by the Secretary, the City will provide the Secretary an accounting of all actual Non-Participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for Preliminary Engineering, Utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

24. **Reimbursement Request.** The City will request payment from the Secretary after the City has paid the Contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in substantial compliance with the final Design Plans and specifications.

25. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

## ARTICLE V

### GENERAL PROVISIONS:

1. **City Connecting Link Maintenance Agreement.** The Parties executed a City Connecting Link Maintenance Agreement regarding portions of US-69 from K-126 to 20<sup>th</sup> Street and US-69 from north of Atkinson Avenue to North City Limits existing within the Pittsburg city limits which is still valid and in effect as of the Effective Date. Nothing in this Agreement modifies or invalidates the terms of the City Connecting Link Maintenance Agreement.

2. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

3. **Incorporation of Final Plans.** The final Design Plans and specifications are by this reference made a part of this Agreement.

4. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

5. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be Let
- b. Project length
- c. Project location
- d. Project scope

**Items b, c, and d require an attached map to scale.**

It is further mutually agreed during Construction, the City shall notify the Secretary of any changes in the plans and specifications.

6. **Civil Rights Act.** The **Civil Rights Attachment**, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

7. **Contractual Provisions.** The Provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into and made a part of this Agreement.

8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

9. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

10. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

11. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.



13. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF PITTSBURG, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

KANSAS DEPARTMENT OF TRANSPORTATION  
SECRETARY OF TRANSPORTATION

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

Approved as to form:

**INDEX OF ATTACHMENTS**

- Civil Rights Attachment
- Contractual Provisions Attachment (Form DA-146a)

**KANSAS DEPARTMENT OF TRANSPORTATION  
CIVIL RIGHTS ACT ATTACHMENT**

**PREAMBLE**

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

**CLARIFICATION**

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

**ASSURANCE APPENDIX A**

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

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

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

#### ASSURANCE APPENDIX E

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

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

### CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

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

VENDOR SET: 99 City of Pittsburg, KS  
BANK: \* ALL BANKS  
DATE RANGE: 1/03/2025 THRU 1/20/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	1/09/2025			196792		
C-CHECK	VOID CHECK	V	1/09/2025			196795		
C-CHECK	VOID CHECK	V	1/09/2025			196796		
C-CHECK	VOID CHECK	V	1/09/2025			196797		
C-CHECK	VOID CHECK	V	1/09/2025			196798		
C-CHECK	VOID CHECK	V	1/09/2025			196799		
C-CHECK	VOID CHECK	V	1/09/2025			196800		
C-CHECK	VOID CHECK	V	1/09/2025			196801		
C-CHECK	VOID CHECK	V	1/09/2025			196802		
C-CHECK	VOID CHECK	V	1/09/2025			196803		
C-CHECK	VOID CHECK	V	1/09/2025			196804		
C-CHECK	VOID CHECK	V	1/16/2025			196825		
C-CHECK	VOID CHECK	V	1/16/2025			196826		
C-CHECK	VOID CHECK	V	1/16/2025			196840		
C-CHECK	VOID CHECK	V	1/16/2025			196841		
C-CHECK	VOID CHECK	V	1/16/2025			196842		
C-CHECK	VOID CHECK	V	1/16/2025			196843		
C-CHECK	VOID CHECK	V	1/16/2025			196844		

* * 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:	18	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
		18	0.00	0.00	0.00
BANK:	TOTALS:	18	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6717	DUO-SAFETY LADDER CORPORATION	N	1/09/2025			000000		
1478	KANSASLAND TIRE #1828	E	1/06/2025			024601		773.00
4489	WEIS FIRE & SAFETY EQUIPMENT L	E	1/06/2025			024602		3,573.43
6524	ELLIOTT EQUIPMENT COMPANY	E	1/06/2025			024603		18,374.80
7529	LEXIPOL, LLC	E	1/06/2025			024604		3,644.40
8211	UMB BANK N.A.	E	1/06/2025			024605		10,915.88
8236	NORTHGATE ASSOCIATES LLC	E	1/06/2025			024606		8,021.97
8275	ADCOMP SYSYEMS INC	E	1/06/2025			024607		80.00
8775	PITTSBURG INVESTORS, LLC	E	1/06/2025			024608		14,761.52
8782	ED MILLER AUTO SUPPLY	E	1/06/2025			024609		61.07
8812	DYNAMIC ASSETS RE	E	1/06/2025			024610		35.00
8882	FIRST RESPONDER OUTFITTERS, IN	E	1/06/2025			024611		596.95
8886	RED EQUIPMENT, LLC	E	1/06/2025			024612		233.34
8887	STANTEC CONSULTING SERVICES IN	E	1/06/2025			024613		1,962.50
8940	RDF SW MISSOURI, LLC	E	1/06/2025			024614		1,677.80
9003	KANSAS ASSOCIATION OF CHIEFS O	E	1/06/2025			024615		270.00
0038	LEAGUE OF KANSAS MUNICIPALITIE	E	1/06/2025			024616		10,049.96
0055	JOHN'S SPORT CENTER, INC.	E	1/06/2025			024617		554.27
0135	PITTSBURG AREA CHAMBER OF COMM	E	1/06/2025			024618		23,750.00
0194	KANSAS STATE TREASURER	E	1/06/2025			024619		2,749.00
0203	GADES SALES CO INC	E	1/06/2025			024620		1,883.69
0317	KUNSHEK CHAT & COAL CO, INC.	E	1/06/2025			024621		2,914.12



VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0335	CUSTOM AWARDS, LLC	E	1/06/2025			024622		30.00
0364	CRAWFORD COUNTY SHERIFF'S DEPA	E	1/06/2025			024623		6,625.00
0372	CONNER REALTY	E	1/06/2025			024624		1,400.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	1/06/2025			024625		92.95
0525	3M	E	1/06/2025			024626		784.80
0659	PAYNES INC	E	1/06/2025			024627		2,152.58
0746	CDL ELECTRIC COMPANY INC	E	1/06/2025			024628		4,122.93
0823	TOUCHTON ELECTRIC INC	E	1/06/2025			024629		40.00
0866	AVFUEL CORPORATION	E	1/06/2025			024630		20,241.21
1165	NATIONAL BAND & TAG CO	E	1/06/2025			024631		77.80
1354	INTERNATIONAL INSTITUTE OF MUN	E	1/06/2025			024632		235.00
1792	B&L WATERWORKS SUPPLY, LLC	E	1/06/2025			024633		1,376.22
2126	BUILDING CONTROLS & SERVICE IN	E	1/06/2025			024634		1,423.32
2707	THE LAWNSCAPE COMPANY, INC.	E	1/06/2025			024635		986.25
2945	GALAXIE BUSINESS EQUIPMENT, IN	E	1/06/2025			024636		11,371.50
3668	MID AMERICA PROPERTIES OF PITT	E	1/06/2025			024637		58.62
4618	TRESA LYNNE MILLER	E	1/06/2025			024638		365.00
4925	MASEK GOLF CAR COMPANY	E	1/06/2025			024639		21.18
5014	MID-AMERICA SANITATION INC.	E	1/06/2025			024640		3,000.00
5623	CRAWFORD COUNTY CLERK	E	1/06/2025			024641		43,342.57
5855	STERICYCLE, INC.	E	1/06/2025			024642		189.52
6060	UNIQUE METAL FABRICATIONS INC	E	1/06/2025			024643		600.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
6298	L. KEVAN SCHUPBACH	E	1/06/2025			024644		3,228.95
6464	PRO X PROPERTY SOLUTIONS, LLC	E	1/06/2025			024645		1,532.24
7023	BLEVINS ASPHALT CONSTRUCTION C	E	1/06/2025			024646		961.20
7151	QUADIENT FINANCE USA INC	E	1/06/2025			024647		2,300.00
7407	LIMELIGHT MARKETING LLC	E	1/06/2025			024648		1,890.00
7594	LEADSONLINE LLC	E	1/06/2025			024649		3,771.00
7793	QUEENB TELEVISION OF KANSAS/MI	E	1/06/2025			024650		1,500.00
8046	CONVERGEONE, INC.	E	1/06/2025			024651		14,010.50
8132	MIKE CARPINO FORD PITTSBURG IN	E	1/06/2025			024652		132.98
8188	ADOBE INC	E	1/06/2025			024653		32,354.88
8200	PLUNKETT'S PEST CONTROL INC	E	1/06/2025			024654		543.22
8309	MISSISSIPPI LIME COMPANY	E	1/06/2025			024655		9,937.40
8376	BUSINESS ORIENTED SOFTWARE SOL	E	1/06/2025			024656		2,666.68
8543	COMPSYCH EMPLOYEE ASSISTANCE P	E	1/06/2025			024657		1,620.60
8649	UPLINK, LLC	E	1/06/2025			024658		172.34
0748	CONRAD FIRE EQUIPMENT	E	1/10/2025			024659		6,075.38
5989	CASCO INDUSTRIES INC	E	1/10/2025			024660		1,007.00
6495	CIVICPLUS, LLC	E	1/10/2025			024661		3,819.17
7994	ASBELL TRUCKING INC	E	1/10/2025			024662		63,763.23
8400	TK ELEVATOR CORPORATION	E	1/10/2025			024663		4,542.64
8782	ED MILLER AUTO SUPPLY	E	1/10/2025			024664		35.90
8850	GOTO TECHNOLOGIES USA, INC.	E	1/10/2025			024665		5,500.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
8927	MH LOGISTICS CORP	E	1/10/2025			024666		41,135.00
8995	NORTH AMERICA FIRE EQUIPMENT C	E	1/10/2025			024667		2,834.00
9009	MONTES ROOFING & CONSTRUCTION,	E	1/10/2025			024668		28,060.00
9011	SOLUTIONS OF NEW ORLEANS, LLC	E	1/10/2025			024669		521.11
0044	CRESTWOOD COUNTRY CLUB	E	1/10/2025			024670		368.00
0046	ETTINGERS OFFICE SUPPLY	E	1/10/2025			024671		152.12
0101	BUG-A-WAY INC	E	1/10/2025			024672		120.00
0112	MARRONES INC	E	1/10/2025			024673		10.84
0294	COPY PRODUCTS, INC.	E	1/10/2025			024674		2,609.85
0328	KANSAS ONE-CALL SYSTEM, INC	E	1/10/2025			024675		223.20
0534	TYLER TECHNOLOGIES INC	E	1/10/2025			024676		22.30
0823	TOUCHTON ELECTRIC INC	E	1/10/2025			024677		485.85
0829	CROWN PRODUCTS INC	E	1/10/2025			024678		2,290.84
2186	PRODUCERS COOPERATIVE ASSOCIAT	E	1/10/2025			024679		498.06
2921	DATAPROSE LLC	E	1/10/2025			024680		5,224.21
4638	SOUND PRODUCTS	E	1/10/2025			024681		479.52
5482	JUSTIN HART	E	1/10/2025			024682		420.00
5648	JASON WISKE	E	1/10/2025			024683		1,000.00
5931	VOGEL HEATING & COOLING INC	E	1/10/2025			024684		2,861.83
6175	HENRY C MENGHINI	E	1/10/2025			024685		257.70
6630	PATRICK WALKER	E	1/10/2025			024686		140.00
7407	LIMELIGHT MARKETING LLC	E	1/10/2025			024687		198.75

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
7655	HW ACQUISITIONS, PA	E	1/10/2025			024688		1,156.00
7852	TRIA HEALTH, LLC	E	1/10/2025			024689		3,135.77
8147	CHEM-AQUA, INC.	E	1/10/2025			024690		466.65
8326	KAYLYN HITE	E	1/10/2025			024691		1,000.00
8532	YANA FELDMAN	E	1/10/2025			024692		10,083.46
8649	UPLINK, LLC	E	1/10/2025			024693		408.00
8985	MARK CASTOR	E	1/10/2025			024694		7,300.00
1478	KANSASLAND TIRE #1828	E	1/17/2025			024695		47.50
6524	ELLIOTT EQUIPMENT COMPANY	E	1/17/2025			024696		149.98
6528	GALE GROUP/CENGAGE	E	1/17/2025			024697		28.79
7392	ASSURECO RISK MANAGEMENT & REG	E	1/17/2025			024698		700.00
8467	WASTE CORPORATION OF KANSAS, L	E	1/17/2025			024699		123.23
8782	ED MILLER AUTO SUPPLY	E	1/17/2025			024700		21.04
8842	CARDS KS LLC	E	1/17/2025			024701		400.00
9012	GARCIA, MANUEL	E	1/17/2025			024702		800.00
0046	ETTINGERS OFFICE SUPPLY	E	1/17/2025			024703		277.50
0055	JOHN'S SPORT CENTER, INC.	E	1/17/2025			024704		300.00
0101	BUG-A-WAY INC	E	1/17/2025			024705		160.00
0135	PITTSBURG AREA CHAMBER OF COMM	E	1/17/2025			024706		80.00
0409	WISEMAN'S DISCOUNT TIRE INC	E	1/17/2025			024707		15.18
0422	DEMCO, INC	E	1/17/2025			024708		509.96
0577	KANSAS GAS SERVICE	E	1/17/2025			024709		2,693.23

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0597	CORNEJO & SONS LLC	E	1/17/2025			024710		1,184.26
0866	AVFUEL CORPORATION	E	1/17/2025			024711		21,991.61
3261	PITTSBURG AUTO GLASS	E	1/17/2025			024712		545.00
4307	HENRY KRAFT, INC.	E	1/17/2025			024713		181.23
5014	MID-AMERICA SANITATION INC.	E	1/17/2025			024714		608.18
6402	BEAN'S TOWING & AUTO BODY	E	1/17/2025			024715		2,085.90
8457	PENSKE COMMERCIAL VEHICLES US,	E	1/17/2025			024716		793.03
8649	UPLINK, LLC	E	1/17/2025			024717		63.00
8680	POINT FORWARD INC.	E	1/17/2025			024718		37,534.00
8904	GLENNA LOVELL	E	1/17/2025			024719		554.00
8225	ALL TRAFFIC SOLUTIONS INC	R	1/03/2025			196753		3,000.00
0516	AMERICAN CONCRETE CO INC	R	1/03/2025			196754		382.50
3084	AM SOCIETY OF COMPOSERS, AUTHO	R	1/03/2025			196755		445.00
8700	BTC ATHLETICS	R	1/03/2025			196756		6,068.71
8277	MICHAEL K CARPINO	R	1/03/2025			196757		66,542.44
7422	CITY OF GIRARD	R	1/03/2025			196758		225.00
4263	COX COMMUNICATIONS KANSAS LLC	R	1/03/2025			196759		104.95
4263	COX COMMUNICATIONS KANSAS LLC	R	1/03/2025			196760		78.21
0375	WICHITA WATER CONDITIONING	R	1/03/2025			196761		18.00
7116	EMC INSURANCE COMPANIES	R	1/03/2025			196762		1,238.00
8430	EQUIPMENTSHARE.COM, INC	R	1/03/2025			196763		3,292.50
4636	EVERGY KANSAS CENTRAL INC. (HA	R	1/03/2025			196764		150.54

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0118	FED EX	R	1/03/2025			196765		8.78
7680	IMA, INC.	R	1/03/2025			196766		9,375.00
6196	KANSAS MUNICIPAL JUDGES ASSOCI	R	1/03/2025			196767		25.00
6093	KANSAS MUNICIPAL UTILITIES, IN	R	1/03/2025			196768		2,008.00
7172	KANSAS NAHRO	R	1/03/2025			196769		175.00
7833	KPOA	R	1/03/2025			196770		1,410.00
8460	MARMIC FIRE AND SAFETY	R	1/03/2025			196771		712.18
1	MILLERS PROFESSIONAL IMAGING	R	1/03/2025			196772		250.00
8506	PITTSBURG PUBLISHING COMPANY L	R	1/03/2025			196773		182.07
6372	SATTERLEE MECHANICAL CONTRACTI	R	1/03/2025			196774		11,604.00
7576	SEK URGENT CARE, LLC	R	1/03/2025			196775		35.00
6260	TRANE	R	1/03/2025			196776		900.00
5589	CELLCO PARTNERSHIP	R	1/03/2025			196777		97.69
7279	CLAYTON HOLDINGS, LLC	R	1/08/2025			196778		37,919.83
8278	GERSON BOCANEGRA	R	1/09/2025			196786		25.00
5759	COMMUNITY HEALTH CENTER OF SEK	R	1/09/2025			196787		200,000.00
4263	COX COMMUNICATIONS KANSAS LLC	R	1/09/2025			196788		57.73
4263	COX COMMUNICATIONS KANSAS LLC	R	1/09/2025			196789		57.73
4263	COX COMMUNICATIONS KANSAS LLC	R	1/09/2025			196790		82.21
7517	CRAW-KAN TELEPHONE COOPERATIVE	R	1/09/2025			196791		2,018.27
0095	CRAWFORD COUNTY TREASURER	R	1/09/2025			196793		5,910.00
8791	ENTERPRISE FM TRUST	R	1/09/2025			196794		48,049.63

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1108	EVERGY KANSAS CENTRAL INC	R	1/09/2025			196805		1,068.67
8935	CURTISS E & KRIS HEMBY	R	1/09/2025			196806		222.00
6833	GREENBUSH	R	1/09/2025			196807		824.60
6703	GT DISTRIBUTORS INC	R	1/09/2025			196808		9,196.88
6923	HUGO'S INDUSTRIAL SUPPLY INC	R	1/09/2025			196809		70.24
8042	JAY'S PLUMBING, LLC	R	1/09/2025			196810		406.54
7792	KANREN, INC	R	1/09/2025			196811		5,039.43
0380	KANSAS DEPARTMENT OF REVENUE	R	1/09/2025			196812		425.00
6343	KANSAS DEPT OF LABOR	R	1/09/2025			196813		40.00
7945	LUCKY-BUT LAWN CARE, LLC	R	1/09/2025			196814		914.92
8460	MARMIC FIRE AND SAFETY	R	1/09/2025			196815		2,371.80
1847	MILLERS	R	1/09/2025			196816		4,340.05
8505	PITTSBURG PUBLISHING COMPANY,	R	1/09/2025			196817		194.60
3835	MSSU	R	1/09/2025			196818		2,880.00
6372	SATTERLEE MECHANICAL CONTRACTI	R	1/09/2025			196819		1,183.71
6377	SOUTHEAST KANSAS RECYCLING CEN	R	1/09/2025			196820		50.00
6377	SOUTHEAST KANSAS RECYCLING CEN	R	1/09/2025			196821		1,000.00
8657	VERIZON CONNECT FLEET USA LLC	R	1/09/2025			196822		797.63
0516	AMERICAN CONCRETE CO INC	R	1/16/2025			196823		1,071.00
0523	AT&T	R	1/16/2025			196824		11,665.44
8278	GERSON BOCANEGRA	R	1/16/2025			196827		75.00
1	BOLINGER, TRINITY	R	1/16/2025			196828		100.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
4263	COX COMMUNICATIONS KANSAS LLC	R	1/16/2025			196829		96.54
4263	COX COMMUNICATIONS KANSAS LLC	R	1/16/2025			196830		708.37
4263	COX COMMUNICATIONS KANSAS LLC	R	1/16/2025			196831		445.80
0375	WICHITA WATER CONDITIONING	R	1/16/2025			196832		18.00
8430	EQUIPMENTSHARE.COM, INC	R	1/16/2025			196833		296.33
1108	EVERGY KANSAS CENTRAL INC	R	1/16/2025			196834		4,109.92
6809	RICHARD GILMORE	R	1/16/2025			196835		2,775.45
1	MCINTIER, VANITY MCKEE	R	1/16/2025			196836		566.00
0175	REGISTER OF DEEDS	R	1/16/2025			196837		38.00
0188	SECRETARY OF STATE	R	1/16/2025			196838		290.25
5589	CELLCO PARTNERSHIP	R	1/16/2025			196839		18,458.48

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		67	474,189.62	0.00	474,189.62
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
EFT:		119	552,094.14	0.00	552,094.14
NON CHECKS:		1	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99	BANK: 80144	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			187	1,026,283.76	0.00	1,026,283.76
BANK: 80144	TOTALS:		187	1,026,283.76	0.00	1,026,283.76
REPORT TOTALS:			187	1,026,283.76	0.00	1,026,283.76

Passed and Approved this 28th day of January, 2025.

\_\_\_\_\_  
 Dawn McNay, Mayor

Attest:

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





## Memorandum

**TO:** Daron Hall, City Manager

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

**DATE:** January 22, 2025

**SUBJECT:** January 28, 2025 Agenda Item  
Vecino Group multifamily community project

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The Vecino Group, in cooperation with Building Health, Inc., is proposing a new, 42 unit multifamily community adjacent to the Community Health Center of Southeast Kansas campus with access off of N. Joplin St. The community will be a mix of one and two-bedroom units, along with various amenities, for residents at various income levels. Amenities will include a community garden, fitness rooms, office space, and access to walking and biking trails in the community.

The project is expected to cost almost \$13 million and construction is estimated to take approximately 18 months. Initial concepts anticipate a typical two-story, walk-up style, wood frame construction, building with fire suppression system.

The Vecino Group plans to apply for a Kansas Housing Resources Corporation (KHRC) grant as one component of its funding mix. As KHRC values local community buy-in in scoring grant applications, the Vecino Group applied for a repayable \$300,000 loan from the Revolving Loan Fund to assist with the project.

The Economic Development Advisory Committee (EDAC) considered this request at its January 8, 2024, meeting and voted to recommend approval of a low-interest, \$300,000 loan, with payback details to be recommended by City staff. City staff is

recommending a 1% interest rate, with the loan to be amortized over 20 years with a seven-year term, meaning the loan will be repaid in full at the end of seven years.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 28, 2024. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

## Blake Benson

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**From:** City of Pittsburg <website.internal@pittks.org>  
**Sent:** Friday, January 3, 2025 2:45 PM  
**To:** Blake Benson; bbenson710@yahoo.com  
**Subject:** New Application for RLF Submitted

### General Information

#### 1. Name of Applicant Firm

The Vecino Group

#### 2. Date of Request

01/03/2025

### Contact Information

#### 3. Firm Address

305 W. Commercial St.  
Springfield, Missouri 65803  
United States  
[Map It](#)

#### Firm Phone Number

(417) 720-1577

#### Email Address

[dallison@vecinogroup.com](mailto:dallison@vecinogroup.com)

#### 4. Names, addresses and email addresses of the principal officers, directors and members of the applicant

David Allison  
305 West Commercial St. Springfield, MO 65803  
[dallison@vecinogroup.com](mailto:dallison@vecinogroup.com)

Matthew Miller  
305 West Commercial St. Springfield, MO 65803  
[matt@vecinogroup.com](mailto:matt@vecinogroup.com)

Rick Manzardo  
305 West Commercial St. Springfield, MO 65803  
[rick@vecinogroup.com](mailto:rick@vecinogroup.com)

#### 5. Name, address, phone number and email address for applicant's attorney

Emily Ziegler  
Frost Brown Todd, LLC  
(502) 779-8733  
[eziegler@fbtlaw.com](mailto:eziegler@fbtlaw.com)

### Project Details

#### 6. Estimated total project value (provide detailed breakdown of expected costs)

Acquisition Costs 100,000  
Hard Costs 8,853,900  
Soft Costs 1,454,319  
Financing Costs 1,080,899  
Contingency 442,695

Reserves and Escrows 191,804  
Developer Fee 840,000  
TOTAL 12,963,617

**7. Amount being requested (should not exceed 10% of the total project cost)**

\$300,000

**8. Address of proposed project**

0 N. Joplin St.  
Pittsburg, Kansas 66762  
[Map It](#)

**9. Estimated project completion date**

08/31/2027

**10. Estimated job creation and expected average wage of jobs created**

Jobs created - 10  
Estimated Wages - \$40k - \$60k for full-time and \$18 - \$24/hr for part-time

**11. Other sources of funding (secured vs. pending)**

Construction Loan 8,050,000  
KHRC HOME 400,000  
City of Pittsburg RLF 300,000  
Housing Trust Fund 750,000  
Federal LIHTC 6,798,640  
State LIHTC 4,590,000  
Deferred Developer Fee 124,977  
TOTAL 12,963,617

**12. Summary of project, including construction to occur, future use of property, unusual demands for water/wastewater service and police/fire protection, etc.**

We are proposing a 42 unit multifamily community, adjacent, to the south, of the CHCSEK campus with access off of N. Joplin St.

The community will be a mix of one and two-bedroom units with a plethora of amenities, for residents at various income levels.

Construction is estimated to take 18 months (conservatively) and will consist of no unusual practices. Initial concepts anticipate a typical two-story, walk-up style, wood frame construction, building with fire suppression system.

No unusual police or fire protection anticipated.

**13. Name, address, and phone numbers of general contractor, subcontractors, and architect/engineer.**

Vecino Construction (GC)  
305 W. Commercial Street, Springfield, MO 65803  
(417) 720-1577

No Subcontractors have been engaged yet

Vecino Design (Design / Engineering)  
311 W. Commercial Street, Springfield, MO 65803  
(417) 720-1577

**14. Describe the organizational structure of applicant (proprietorship, partnership, limited liability company, corporation, etc.). Note relationship to a parent company.**

The Vecino Group is a Missouri Limited Liability Company

The funds will be used to construct the multifamily housing development which will be a Single Purpose Entity (SPE). The Vecino Group will be part owner of the Managing Member of the SPE.



## Memorandum

**TO:** Daron Hall, City Manager

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

**DATE:** January 22, 2025

**SUBJECT:** January 28, 2025 Agenda Item  
Wildcat Data Infrastructure I, LLC project

---

Wildcat Data Infrastructure I, LLC, has announced their intention to construct a datacenter in Pittsburg's airport industrial park. Datacenters are essential to modern infrastructure as they house and manage computer resources such as servers and networking equipment that run websites, computer applications, and cloud storage. Wildcat Data is proposing a 10-megawatt facility as Phase I of their project. The company is currently working with Evergy to expand electrical infrastructure to the site and anticipates a completion date of May 2025.

As the project will utilize a significant amount of electricity, it will also generate sales tax and franchise fees for the City. To help facilitate the project, the Economic Development Advisory Committee (EDAC) met on January 8 and recommended the following incentive package:

- Sale of 15 acres of property at \$2,500 per acre with a right of first refusal for the City to repurchase the property if construction hasn't commenced in five years (at the same price in which the City sold the property).
- The City will rebate back 50% of the electricity franchise fee for the first five years. Preliminary estimates value this at approximately \$10,000 per year with the City retaining the other \$10,000.

- The City will split the cost of extending water and wastewater service to the site with Wildcat Data, with the City's share not to exceed \$75,000.

Please place this item on the agenda for the City Commission meeting scheduled for Tuesday, January 28, 2024. Action being requested is approval or denial of the EDAC recommendation and, if approved, authorize the Mayor to sign the appropriate documents.

**REAL ESTATE SALES CONTRACT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between The City of Pittsburg, Kansas, a municipal corporation, the Seller, and Wildcat Data Infrastructure I, LLC, a Kansas limited liability company, the Buyer.

WITNESSETH:

FIRST: That for and in consideration of the mutual covenants and agreements herein contained and the moneys hereunder to be paid, the Seller agrees to sell to Buyer and the Buyer agrees to purchase from Seller approximately 15.47 acres of real estate in the Seller's Airport Industrial Park (hereinafter the "Subject Property") described as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 24 EAST OF THE 6TH PRINCIPAL MERIDIAN, CRAWFORD COUNTY, KANSAS, AND ALSO IN AIRPORT INDUSTRIAL PARK WEST ADDITION, TO THE CITY OF PITTSBURG, CRAWFORD COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS BY THAD C. REYNOLDS, L.S. #1354 ON JANUARY 16, 2025;

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER, THENCE S02°09'36" E ALONG THE WEST LINE OF SAID QUARTER A DISTANCE OF 200.58 FEET TO THE POINT OF BEGINNING OF PARCEL TO BE DESCRIBED;  
-THENCE CONTINUING S02°09'36" E ALONG SAID WEST LINE A DISTANCE OF 518.23 FEET;  
-THENCE N87°49'32" E A DISTANCE OF 1260.50 FEET;  
-THENCE N02°09'36" W A DISTANCE OF 518.23 FEET;  
-THENCE S87°49'32" W A DISTANCE OF 1300.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 15.47 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

SECOND: The total purchase price is Thirty-Seven Thousand Five Hundred Dollars and No Cents (\$37,500.00), and shall be payable from Buyer to Seller in full at closing.

THIRD: The Seller agrees to prepare, sign and deliver to Buyer a properly prepared

Municipal Warranty Deed for the Subject Property conveying the Subject Property to Buyer free and clear of all liens and encumbrances, except Seller's right of refusal set forth herein below, and easements, restrictions, and rights-of-way of record, if any, at closing. Seller shall be solely responsible for the cost of preparing said Deed. Buyer shall be solely responsible for the cost of recording said Deed with the Crawford County, Kansas Register of Deeds.

FOURTH: This real estate sale is to be closed on or before \_\_\_\_\_, 2025, unless the parties hereto extend the date of closing in writing. Buyer shall be entitled to possession of the Subject Property upon closing.

FIFTH: Seller shall furnish to Buyer, at Seller's sole expense, an owner's commitment for title insurance from a Kansas licensed title insurance company in the amount of the purchase price, evidencing a good and marketable title to the Subject Property to be in Seller, free and clear of all past due taxes, liens and encumbrances, except county road right of way and easements of record, no later than fifteen (15) business days following execution of this Agreement. Buyer shall examine the title commitment and furnish to Seller written notice of objections to defects in title within five (5) business days after receipt of said commitment. Any objections not made by Buyer within said time period shall be deemed to have been waived by Buyer. Seller shall proceed with due diligence in the commencement and completion of such action as is necessary to cure any such valid defects in title. In the event Seller is unable or unwilling to cure any such valid defects by the date of closing; then Buyer may elect to cancel this Agreement and this Agreement shall be rendered null and void. Upon acceptance of title by Buyer, and compliance with the title company



requirements by Seller, Seller shall cause an owner's title policy in the amount of the total sale price to be issued to Buyer.

SIXTH: In the event the Buyer fails to commence construction of its proposed data center improvements within five (5) years after the date of closing, the Seller shall have the right to repurchase the Subject Property from the Buyer for the purchase set forth above in paragraph SECOND.

SEVENTH: Buyer further grants to Seller the right of first refusal to repurchase the Subject Property from Buyer on the following terms and conditions:

In the event Buyer enters into a bona fide contract to sell the Subject Property to a third party prior to commencing construction of the data center improvements, the Buyer shall first offer to sell the Subject Property back to Seller for the purchase price hereunder, plus the documented costs of any improvements made to the Subject Property by Buyer, or the third party contract purchase price, whichever is less. Seller shall then have thirty (30) days in which to exercise its option in writing from the date it receives notice that Buyer has entered into a bona fide contract to sell the Subject Property to a third party. Should Seller fail to notify Buyer of its intent to exercise its right of first refusal within said thirty (30) day time period, then Seller's right of first refusal shall lapse and be rendered null and void.

EIGHTH: Seller agrees to pay in full all taxes and special assessments, if any, due on the Subject Property for the year of 2024 and all prior years, and any encumbrances currently due and owing that are a lien on said property. The property taxes and special assessments, if any, for calendar year 2025 shall be prorated between the parties as of the date of closing.

NINETH: Any notice to be given under the terms of this Contract shall be provided

to the parties at the following address:

City of Pittsburg, Kansas  
Attn: City Manager  
P.O. Box 688  
Pittsburg, KS 66762

Wildcat Data Infrastructure I, LLC

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TENTH: This Contract cannot be modified or altered in any manner whatsoever, except by written consent and agreement of all parties affected by the proposed modification endorsed and executed thereon. Such endorsement to be properly executed by all parties concerned and the modification shall be effective only from and after the date of such modification and execution thereof.

ELEVENTH: Each party shall be responsible for its own attorney fees incurred in negotiation and preparation of this Contract and the closing of the sales transaction described herein.

TWELFTH: In the event either party defaults in its obligations under this Contract, then the non-defaulting party may file suit to specifically enforce this Contract and take any other action at law it deems appropriate.

THIRTEENTH: It is mutually agreed and understood that all the covenants and agreements contained herein shall extend to and be binding upon the successors and assigns

of the parties hereto.

FOURTEENTH: This Agreement was entered into and is to be performed in the State of Kansas and shall be governed and interpreted pursuant to Kansas law.

FIFTEENTH: This Contract shall be executed in two (2) counterparts, each of which shall be an original and shall constitute one and the same instrument.

IN WITNESS WHEREOF, said parties have hereunto set their hands the day and year above written.

SELLER:

City of Pittsburg, Kansas

BUYER:

Wildcat Data Infrastructure I, LLC

\_\_\_\_\_  
By: Dawn McNay, Mayor

\_\_\_\_\_  
By: Rene Ramirez, Managing Member

ATTEST:

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

# DATA CENTERS

PREPARING PITTSBURGH FOR THE FUTURE OF DIGITAL INFRASTRUCTURE

# WHAT IS A DATA CENTER?

- A data center is a facility used to house and manage computing resources, such as servers, storage, and networking equipment
- It provides the infrastructure to store, process, and distribute large amounts of data and applications

## COMPONENTS

- **Servers** – Powerful computers that handle data processing and application hosting
- **Storage Systems** – Devices that store large amounts of data
- **Networking Equipment** – Routers, switches, and firewalls that manage data traffic and security
- **Power Systems** – Backup generators and uninterruptible power supplies (UPS) to ensure uptime
- **Cooling Systems** – Air conditioning and liquid cooling to prevent overheating
- **Security** – Physical and cybersecurity measures to protect sensitive data





# TYPES & IMPORTANCE

## 01. Enterprise Data Centers

Owned and operated by individual companies

## 02. Colocation Data Centers

Shared facilities where companies rent space

## 03. Cloud Data Centers

Operated by cloud service providers (like AWS, Google Cloud, Microsoft Azure)

## 04. Edge Data Centers

Smaller facilities located closer to end users for faster data processing

## WHY ARE DATA CENTERS IMPORTANT?

They are essential for running websites, cloud services, business applications, and big data analytics. With the growing demand for digital services, data centers are critical to modern infrastructure

# WHY DO DATACENTERS REQUIRE LARGE AMOUNTS OF POWER?





01

### Running High-Performance Equipment

Servers, storage devices, and networking gear run 24/7, consuming significant electricity. Modern data centers house thousands of servers, each drawing power consistently

02

### Cooling Systems

Servers generate heat and require industrial-scale air conditioning or liquid cooling, consuming large amounts of energy. Cooling can account for up to 40% of total power usage

03

### Redundancy and Backup Systems

Data centers use backup power supplies, batteries, and generators to ensure uptime. Redundancy (e.g., N+1, 2N) increases energy needs

04

### Scaling and Growth

As data consumption grows, data centers expand, requiring more infrastructure. Hyperscale data centers can consume as much energy as small towns

05

### Cost Efficiency

Electricity can account for 30-50% of operational expenses. Securing cheap and renewable power sources reduces costs and improves sustainability

06

### Geographic Considerations

Data centers are often built in locations with cheap, abundant energy (e.g., Iceland, Pacific Northwest), benefiting from lower rates and natural cooling



# ECONOMIC IMPACT OF THE PROJECT (Phase I: Current 10MW development)

## Power Purchase Agreement

Hiring 5–6 full-time employees for a 10 MW facility based on KDC

## Franchise Fees

\$10,000/month guaranteed for 5 years  
(if approved by City of Pittsburgh)

## Sales Tax Revenue

- State: \$26,000/month
- City: \$10,000/month

## Total Governmental Payments

- \$560,000/year
- \$2.8 million over 5 years

# ECONOMIC IMPACT OF THE PROJECT

**(Phase II: Anticipated Future 50MW development)** **NOTE: All projections are estimates only**

## Power Purchase Agreement

Hiring 20–30 full-time employees for a 50 MW facility based on KDC

## Franchise Fees

\$50,000/month guaranteed for 5 years (if approved by City of Pittsburgh)

## Sales Tax Revenue

- State: \$130,000/month
- City: \$50,000/month

## Total Governmental Payments

- \$2,800,000/year
- \$14 million over 5 years

FINO ADVISORS LLC  
Wildcat Data Infrastructure I LLC

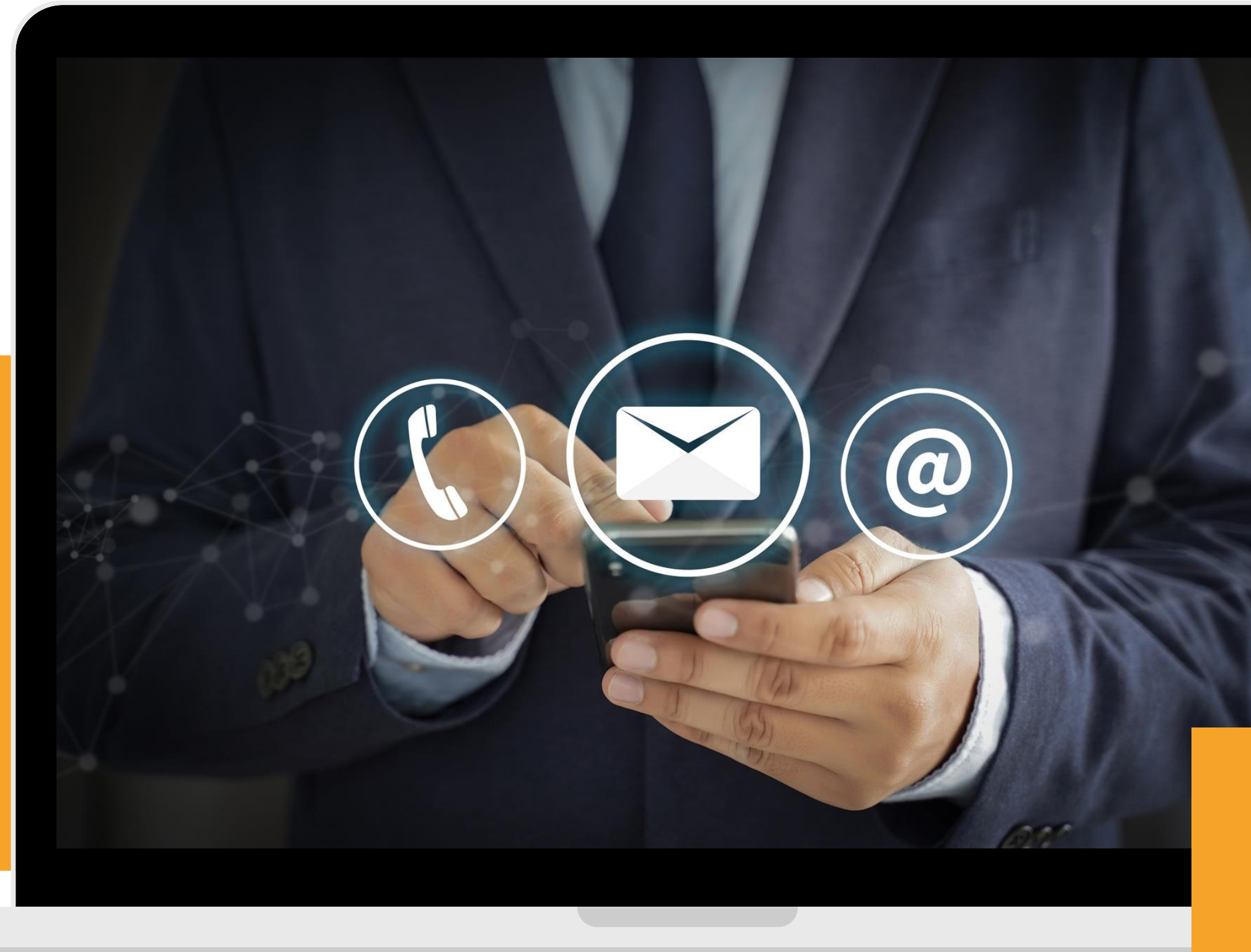
# CONTACT US

Phone : +281-221-7218

Website : <https://www.finoadvisors.com>

Email : [rene@finoadvisors.com](mailto:rene@finoadvisors.com)

Address : 2017 West Gray St., Houston TX 77019



# THANK YOU

<https://www.finoadvisors.com>



# PITTSBURG

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## POLICE DEPARTMENT

Beard-Shanks Law Enforcement Center

201 North Pine Street  
Pittsburg, Kansas 66762  
(620) 235-0400

BRENT NARGES  
Chief of Police

To: City Manager Daron Hall  
Chief of Police Brent Narges  
Lieutenant Chris Moore

From: Major Ben Henderson

Date: Wednesday, January 22, 2025

Subject: Polaris Ranger Utility Terrain Vehicle (UTV) acquisition

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The police department is seeking the Pittsburg City Commission’s approval to purchase one Polaris Ranger Northstar Crew Ultimate Utility Terrain Vehicle (UTV) from Jay Hatfield Motorsports, of Frontenac, to be used for specific incidents / calls for service involving off-road terrain, and for community events. The majority of the funding for this purchase will come through a private donation from Kay Spencer, in the name of former Pittsburg Chief of Police Jack L. Spencer (1975 to 1978), with any remaining costs coming from the police department’s drug seizure account.

Chief Spencer left the City of Pittsburg to pursue employment opportunities with the U.S. Department of Interior’s Bureau of Indian Affairs, Office of Justice Services, and was killed in the line of duty on September 5, 1998, in a motor vehicle collision. The family of Chief Spencer has offered to donate the sum of \$30,000.00 specifically for the purchase of this Polaris Ranger UTV. The remaining cost of the UTV, plus the additional cost of outfitting the vehicle with emergency lighting, siren, police radio and graphics will come from the department’s drug seizure account.

During a call for service in October, 2024, at a wooded area east of the East 23<sup>rd</sup> St. Bike Park, it quickly became apparent that the police department was unequipped to adequately respond to a critical incident involving the risk to life and safety. This call was ultimately handled with assistance from the Frontenac Fire Department, who were able to utilize their own UTV to assist with the mobilization of an injured victim from the area and transfer them to an ambulance staging point.

The Polaris Ranger Crew Ultimate UTV can carry up to six personnel in its fully enclosed cab, as well as various articles of equipment in an open, tiltable bed, that is rated for 1,000 pounds. The UTV will come with a hardened exterior cab with full front and rear windshields, and impact protection side doors that are lockable. It will also come with factory street lighting equipment, heating and air conditioning, and a front winch that is rated

for 4,500 pounds. There will be an extended warranty on the UTV, and a service agreement with Jay Hatfield Motorsports.

The police department intends to use the Polaris UTV as a specific, purpose-focused vehicle and not for normal, daily operations. The UTV is intended to be used primarily for incidents involving rough terrain profiles or off-road areas, where its lighter weight and higher ground clearance will enable it to traverse and maneuver in areas that would hinder or preclude normal motor vehicle use.

Examples of intended use for the Polaris Ranger UTV will include patrolling areas of city parks (i.e., Wilderness Park) that are not normally accessible to standard motor vehicles, as well as off-road areas, trails, railroad access points and remote city-owned areas. It will also include use during incidents of natural disasters, emergency response and rescue work, mutual aid requests from other area agencies and for parades and community events, such as ArtWalk, OK Kids Day, Little Balkans and Fourth of July.

The police department is seeking approval from the Pittsburg City Commission to purchase one Polaris Ranger Northstar Crew Ultimate Utility Terrain Vehicle (UTV) from Jay Hatfield Motorsports, of Frontenac, to be used for specialty purpose incidents / calls for service and community events. The total cost of Polaris Ranger from Jay Hatfield Motorsports will be \$36,136.97, with \$30,000.00 of that amount being funded through a private donation. The remaining \$6,136.97 will come from the police department's drug seizure account. Additionally, the cost of outfitting the Polaris Ranger with emergency lighting, siren, police radio and graphics will also come from the drug seizure account. (The drug seizure account statutorily dictates this funding source may be used for law enforcement training or equipment.)

Would you please place this item on the agenda for the Pittsburg City Commission meeting scheduled for Tuesday, January 28, 2025. The requested action will be approval or disapproval of staff's request to purchase one Polaris Ranger Northstar Crew Ultimate Utility Terrain Vehicle (UTV) from Jay Hatfield Motorsports, of Frontenac, for \$36,136.97, with the cost being split between a \$30,000.00 private donation and the remaining portions coming from the police department's drug seizure account.

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

Thank you,

Major B. Henderson  
Pittsburg Police Dept.

Attachments: Copy of quote from Jay Hatfield Motorsports

# RANGER CREW XP 1000 NorthStar Edition Ultimate Blue Slate Metallic Smoke



## Key Specifications

**82**  
HP

**65"**  
WIDTH

**14"**  
GROUND CLEARANCE

## ENGINE & DRIVETRAIN

Cooling	Liquid
Cylinders Displacement	999cc
Drive System Type	High Performance On-Demand True AWD/2WD/VersaTrac Turf Mode
Engine Braking System (EBS)	Not Equipped
Engine Type	ProStar 4-Stroke Twin Cylinder DOHC
Fuel System/Battery	Electronic Fuel Injection
Horsepower	82 HP
Transmission/Final Drive	Gen 2 Automatic PVT H/L/N/R/P; Shaft

## DIMENSIONS

Bed Box Dimensions (L x W x H)	36.75 x 54.25 x 12.5 in (93 x 138 x 32 cm)
Box Capacity	1000 lbs (454 kg) CA Models: 600 lbs (272 kg)
Estimated Dry Weight	2,387 lbs. (1,083 kg)
Fuel Capacity	11.5 gal (43.5 L)
Ground Clearance	14 in (36 cm)
GVW	3750 lbs (1701 kg)
Hitch Towing Rating	2,500 lb (1,134 kg)
Hitch Type	Standard 2 in (5 cm) Receiver
Overall Vehicle Size (L x W x H)	152 x 65 x 79.5 in. (386 x 165 x 201 cm)
Payload Capacity	1,150 lb (522 kg)

<b>Person Capacity</b>	6
<b>Water Fording Height</b>	Equal to the Floorboards
<b>Wheelbase</b>	113 in (287 cm)

## BRAKES

<b>Front/Rear Brakes</b>	4-Wheel Hydraulic Disc with Dual-Bore Front Calipers
<b>Parking Brake</b>	Park In-Transmission

## ADDITIONAL SPECIFICATIONS

<b>Adjustable Driver Seat</b>	Standard
<b>Audio System</b>	JBL Trail Pro 2000
<b>Cargo System</b>	Lock & Ride®
<b>Color / Graphics</b>	Blue Slate Metallic Smoke
<b>Electronic Power Steering</b>	High Output EPS
<b>Instrumentation</b>	7" Display Powered by RIDE COMMAND: Plow Mode, Group Ride, GPS Navigation, Bluetooth, AM/FM Radio; Factory Rear Camera; Dual-sweep Analog Dials w/ 4" LCD Rider Information Center: User Selectable Blue/Red Backlighting & Brightness, Programmable Service Intervals, Speedometer, Tachometer, Odometer, Tripmeter, Clock, Hour Meter, Gear Indicator, Fuel Gauge, Coolant Temperature, Voltmeter, Service Indicator and Codes, Seat Belt Reminder, 2 DC Outlets, USB Charge Port
<b>Lighting</b>	Dual LED Headlights, 1250lm Low Beam, 2300lm High Beam, Dual LED Tail Lights
<b>Other Standard Features</b>	Premium Pro-Shield Cab; Doors with Powered Front Windows; Tip-Out Glass Windshield with Wiper; Rear Glass Panel; Factory-Installed Heat, AC, Defrost; Rearview Mirror; Premium Steering Wheel and Interior Accents; NorthStar Tailgate Badge; Front Bumper with Integrated Winch, Plow & LED Mounts; Premium Cut & Sew Seats with Contoured Seatbacks and Embroidered Polaris Branding; Polaris HD 4500 lb Synthetic Rope Winch with Autostop and Wireless Remote; Polaris Pulse Electrical System (6-Position) Underhood Busbar and 6-Position Roof Busbar; 12V Accessory Outlet; Battery Trickle-Charging Outlet; USB Outlet
<b>RIDE COMMAND+</b>	Available as Accessory
<b>Tilt Steering</b>	Standard

## TIRES / WHEELS

<b>Front Tires</b>	29 x 9-14; PRO ARMOR X-TERRAIN
<b>Rear Tires</b>	29 x 11-14; PRO ARMOR X-TERRAIN
<b>Tire Ply Rating</b>	8-Ply Rated
<b>Wheels</b>	Aluminum



# SUSPENSION

<b>Front Suspension</b>	Dual A-Arm, 10 in (25.4 cm)
<b>Rear Suspension</b>	Dual A-Arm, IRS 10 in. (25.4 cm) Travel
<b>Turning Radius</b>	17.5 ft. (5.4 m)

# JAY HATFIELD MOTORSPORTS

1025 N HIGHWAY 69  
FRONTENAC KS 66763  
620-232-2200  
Buyer's Order

CITY OF PITTSBURG

PO BOX 688  
PITTSBURG, KS 66762  
H 249-8556                      W                      C                      Email

Date                      10/10/2024  
Deal No.                4013851  
Salesperson          Craig Condon  
Lienholder

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

### Unit Information

New/U	Year	Make	Model	Miles	Serial No.	Stock No.	Price (Incl factory options)
New	2025	POLARIS	R25RSY99AP <small>NORTHSTAR CREW ULTIMATE</small>	1	4XARSY990S8772320 <small>BLUE SLATE METALLIC SMOKE</small>	FP250203	\$33,999.00

Dealer Unit Price	\$33,999.00
Factory Options	\$0.00
Added Accessories	\$1,088.97
Mfg Freight Surcharge	\$0.00
Dealer Prep	\$0.00

Service Contract                      \$2,500.00

TURN SIGNAL, HAZARDS, HORN, SIDE MIRRORS                      \$1,088.97

<b>Cash Price</b>	\$37,587.97
Trade Allowance	\$0.00
Payoff	\$0.00
<hr/>	
Net Trade	\$0.00
<b>Net Sale</b> (Cash Price - Net Trade)	\$37,587.97
Dealer Fees	\$299.00
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

**ALL SALES ARE FINAL  
ALL PRE-OWNED VEHICLES SOLD AS-IS  
ALL PAYMENTS ARE NON-REFUNDABLE**

**Trade Information**

Year    Make                      Model                      VIN                      Mileage

Total Other Charges	\$299.00
<b>Sub Total</b> (Net Sale + Other Charges)	\$37,886.97
Cash Down Payment	\$1,750.00
<b>Amount to Pay/Finance</b>	<b>\$36,136.97</b>

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

\*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature \_\_\_\_\_ Dealer Signature \_\_\_\_\_

Thank You for Your Business!